RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving/Réception des soumissions

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

Email / Courriel :DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans 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 and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : Pêches et Océans Canada

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

Comments: - Commentaires:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT"

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE DE SÉCURITÉ OBLIGATOIRE

| Title / Titre Janitorial Services – Hastings, N.S. | Canso Canal, | Port | Date May 2, 2024 | | | |
|---|------------------------------------|---------------------------------------|--|--|--|--|
| Solicitation No. / No. 30005250A | ° de l'invitatio | n | | | | |
| Client Reference N 30005250A | o. / No. de réf | érence d | u client(e) | | | |
| Solicitation Closes At /à: 2:00 pm / 7 EDT (Eastern Daylig On / le: May 28, 2 | 14 h 00 ght Time) / HAE | | | | | |
| F.O.B. / F.A.B. Destination | Taxes See herein — ci-inclus | - Voir | Duty / Droits See herein — Voir ci- inclus | | | |
| Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus | | | | | | |
| Instructions See herein — Voir ci-inclus | | | | | | |
| Address Inquiries to : / Adresser toute demande de renseignements à : Tammy O'Toole – Contracting Specialist / Spécialiste de passation des marchés | | | | | | |
| Email / Courriel: Di | -O.tenders-sou | ımıssions | s.MPO@dfo-mpo.gc.ca | | | |
| Delivery Required / Livraison exigée See herein — Voir en ceci | | Delivery Offered / Livraison proposée | | | | |
| Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur | | | | | | |
| Telephone No. / No téléphone | o. de | Facsim télécop | ile No. / No. de ieur | | | |
| Name and title of n | erson authori | zed to si | an on behalf of | | | |

Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)

| Signature | Date |
|-----------|------|
| | |

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

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

1.2 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 Department Fisheries and Oceans (DFO), Canso Canal facility located at (11 Unit B, Highway 4, Port Hastings, Nova Scotia, B9A 1M3 on May 23, 2024. The site visit will begin at 11:15 (AST).

Bidders are requested to communicate with the Contracting Authority no later than May 13, 2024 2:00 pm (AST) to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they 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.

1.3 Statement of Work

The work to be performed is detailed under article 6.2 of the resulting contract clauses...

1.4 Procurement Strategy for Indigenous Business

1.4.1 Conditional Set-Aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the

Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

1.5 Debriefings

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

1.6 Trade Agreements

The requirement is subject to the following;

The Comprehensive and Progressive Agreement for Trans-Canadian Free Trade Agreement (CFTA).

PART 2 - BIDDER INSTRUCTIONS

REISSUE OF BID SOLICITATION

This bid solicitation cancels and supersedes previous bid solicitation number **30005250** dated April 26, 2024 with a cancelled date of May 5, 2024 at 2:00 pm. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

2.1.1 Requirements Definition

<u>B4007T</u>, (2014-06-26), Statement of Work – Bid

2.2 Submission of Bids

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

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

2.2.1 Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

i. The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR

ii. The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

2.2.2 Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

- 1. That certifications and securities required at bid closing are included.
- 2. That bids are properly signed, that the bidder is properly identified.
- 3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
- 4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
- 5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

| Complete (Y/N) | Action Taken | | | | | |
|--|--|--|--|--|--|--|
| | Certifications and securities required at bid closing are included. | | | | | |
| Bids are properly signed, that the bidder is properly identified. | | | | | | |
| Acceptance of the terms and conditions of the bid solicitation and resulting cor | | | | | | |
| | All documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada. | | | | | |
| | All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada. | | | | | |

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit

the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

2.5 **Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms' contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

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 \$33,400 for goods and \$133,800.00 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 boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

(c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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, as per the information requested in **Annex D**

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the with the **Attachment 1 to Part 3**, **Pricing** Schedule.

Section III: Certifications

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

Important Note:

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

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green
Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex D – Mandatory Technical Requirements

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid SACC Manual Clause A0222T (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

4.2 Basis of Selection – Mandatory Technical Criteria

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

ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

(Hours worked x applicable firm per diem rate) ÷ 7.5 hours

- All proposed personnel must be available to work outside normal office hours during the duration of i. the Contract.
- Any overtime charges will be pre authorized by the Project Authority under the Contract. All time ii. worked will be compensated according to paragraph above.

The Contractor will be paid an all-inclusive fixed time rates as follows:

Professional Services and Associated Costs - For the provision of all professional services, including all associated costs necessary to carry out the required work as described in the statement of work.

The level of effort by the contractor to clean this facility properly requires a 7.5 hour work day. (not including a ½ hour unpaid, meal break)

Cleaning Equipment and Supplies

All equipment and supplies required for the discharge of janitorial services as set forth in this Scope of Work shall be supplied by the Contractor. Any cost incurred for the procurement and operation of all such equipment and supplies shall be considered to be included in the bid price.

Mandatory Work

Operational Season - Scheduled work will not interfere with day to day operations of the Canso Canal or other operational areas. The work is required from April 1st to December 24th annually.

Non-Operational Season - The facility is run with reduced staff members of 2-3 employees from December 25th to March 31st annually.

Optional Work

The Project Authority (PA) has the option to request the contractor to perform additional work, if deemed necessary to meet the objective of the SOW. Any additional work must be approved in writing by the PA. The Contractor will be paid a firm price in accordance to Annex "B", Basis of Payment.

Please complete the following tables (all tables must be completed in there entirety:

| TABLE A: Initial Contract Period – Contract Award to March 31, 2024 | | | | | | | |
|---|---|----------------|----------------------------------|----|--|--|--|
| Mandatory Work – (as per statement of work in section 3.3.1) | | | | | | | |
| Description - Janitor | Extended Price For evaluation purposes only A x B = (C) | | | | | | |
| Operational Season (April 1st – Dec 24th) Regular Scheduled Cleaning Monday to Friday 8:00am – 4:00pm, Atlantic Standard Time (AST) | \$ | | | | | | |
| Operational Season Only Statutory Holiday Rate | \$ | /per day | 8 days | \$ | | | |
| Non-Operational Season (Dec 25 – March 31st) Twice Weekly Between Monday to Friday 8:00am – 4:00pm, Atlantic Standard Time (AST) | \$ | /month | 3 months | \$ | | | |
| Optional Work- (as per statement of work in section 3.3.2) | | | | | | | |
| Extra Work Rates Scheduled Monday to Friday 4:00pm to 12:00am (AST) | \$ | /hourly | (estimated per year) 30 hours | \$ | | | |
| | Т | otal Estimated | Cost (Excluding taxes) | \$ | | | |

| TABLE B: Option Year # 1 - April 1, 2025 to March 31, 2025 | | | | | | | |
|---|---|----------------|----------------------------------|----|--|--|--|
| Mandatory Work – (as per statement of work in section 3.3.1) | | | | | | | |
| Description - Janitor | Extended Price For evaluation purposes only A x B = (C) | | | | | | |
| Operational Season (April 1st – Dec 24th) Regular Scheduled Cleaning Monday to Friday 8:00am – 4:00pm, Atlantic Standard Time (AST) | \$ | | | | | | |
| Operational Season Only Statutory Holiday Rate | · Is /Der day I s days I | | | | | | |
| Non-Operational Season (Dec 25 – March 31st) Twice Weekly Between Monday to Friday 8:00am – 4:00pm, Atlantic Standard Time (AST) | \$ | /month | 3 months | \$ | | | |
| Optional Work- (as per statement of | | | | | | | |
| Extra Work Rates Scheduled Monday to Friday 4:00pm to 12:00am (AST) | \$ | /hourly | (estimated per year) 30 hours | \$ | | | |
| | • | Total Extended | Cost (Excluding taxes) | \$ | | | |

| TABLE C: Option Year # 2 - April 1, | | | | | | | |
|---|---|----------|----------------------------------|----|--|--|--|
| Mandatory Work – (as per statement of work in section 3.3.1) | | | | | | | |
| Description - Janitor | Extended Price For evaluation purposes only A x B = (C) | | | | | | |
| Operational Season (April 1st – Dec 24th) Regular Scheduled Cleaning Monday to Friday 8:00am – 4:00pm, Atlantic Standard Time (AST) | \$ | /month | 9 months | \$ | | | |
| Operational Season Only Statutory Holiday Rate | \$ | /per day | 8 days | \$ | | | |
| Non-Operational Season (Dec 25 – March 31st) Twice Weekly Between Monday to Friday 8:00am – 4:00pm, Atlantic Standard Time (AST) | \$ | /month | 3 months | \$ | | | |
| Optional Work- (as per statement of | | | | | | | |
| Extra Work Rates Scheduled Cleaning Monday to Friday 4:00pm to 12:00am (AST) | \$ | /hourly | (estimated per year) 30 hours | \$ | | | |
| | Total Extended Costs (Excluding taxes) | | | | | | |

| TABLE D: Option Year # 3- April 1, 2027 to March 31 , 2027 | | | | | | | |
|---|---|-----------------|----------------------------------|----|--|--|--|
| Mandatory Work – (as per statement of work in section 3.3.1) | | | | | | | |
| Description - Janitor | Extended Price For evaluation purposes only A x B = (C) | | | | | | |
| Operational Season (April 1st – Dec 24th) Regular Scheduled Cleaning Monday to Friday 8:00am – 4:00pm, Atlantic Standard Time (AST) | \$ | /month | 9 months | \$ | | | |
| Operational Season Only Statutory Holiday Rate | \$ | /per day | 8 days | \$ | | | |
| Non-Operational Season (Dec 25 – March 31 st) Twice Weekly Between Monday to Friday 8:00am – 4:00pm, Atlantic Standard Time (AST) | \$ | /month | 3 months | \$ | | | |
| Optional Work- (as per statement of | | | | | | | |
| Extra Work Rates Scheduled Cleaning Monday to Friday 4:00pm to 12:00am (AST) | \$ | /hourly | (estimated per year) 30 hours | \$ | | | |
| | Т | otal Extended C | osts (Excluding taxes) | \$ | | | |

| TABLE E: Option Year # 4- April 1, 20 Mandatory Work – (as per statement | | | |
|---|---|----------------------------------|----|
| Description | Extended Price For evaluation purposes only A x B = (C) | | |
| Operational Season (April 1st – Dec 24th) Regular Scheduled Cleaning Monday to Friday 8:00am – 4:00pm, Atlantic Standard Time (AST) | \$ /month | 9 months | \$ |
| Operational Season Only Statutory Holiday Rate | \$ /per day | 8 days | \$ |
| Non-Operational Season (Dec 25 – March 31st) Twice Weekly Between Monday to Friday 8:00am – 4:00pm, Atlantic Standard Time (AST) | \$ /month | 3 months | \$ |
| Optional Work- (as per statement of | | | |
| Extra Work Rates Scheduled Cleaning Monday to Friday 4:00pm to 12:00am (AST) | \$ /hourly | (estimated per year) 30 hours | \$ |
| | \$ | | |

^{*} The inclusion of volumetric data herein does not represent a commitment by Canada that future use of the services described in the contract will be in accordance with such data.

TOTAL BID PRICE FOR EVALUATION PURPOSES

| Description | Total Costs For evaluation purposes (Taxes Excluded) |
|---|--|
| TABLE A: Initial Contract Period - Contract Award to March 31, 2024 | \$ |
| TABLE B: Option Year # 1 - April 1, 2025 to March 31, 2025 | \$ |
| TABLE C: Option Year # 2 - April 1, 2026 to March 31, 2026 | \$ |
| TABLE D: Option Year # 3 - April 1, 2027 to March 31, 2027 | \$ |
| TABLE E: Option Year # 4 - April 1, 2028 to March 31, 2028 | \$ |
| (A+B+C+D+E) TOTAL COSTS / FOR EVALUATION PURPOSES ONLY Excluding applicable taxes | \$ |

PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions – Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Certifications – Bid, A3015T (2014-06-26)

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive

5.1.2.2 Owner Certification - Set-aside for Indigenous Business (A3001T)

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner who is Indigenous:

| 1. | I am an owner of (insert name of business), and an Indigenous person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Indigenous Business". |
|--------|---|
| 2. | I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada. |
| Printe | ed name of owner |
| Signa | ature of owner |

| | | _ |
|------|------|-------|
| | | |
| | | |
| Date | | |

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Security Requirements – Required Documentation

In accordance with the <u>requirements of the Contract Security Program</u> of Public Works and Government Services Canada (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.

5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 Status and Availability of Resources, A3005T (2010-08-16)

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's

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

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

5.2.4.2 Education and Experience, A3010T (2010-08-16)

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

5.2.4.3 Personnel Identification Form (PIF)

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

5.2.4.4 List of Names for Integrity Verification Form

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

5.2.4.5 Contractor's Representative

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

The Contractor's Representative for the Contract is:

5.2.4.6 Supplementary Contractor Information

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

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

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

| b) | The status of the contractor (in | ndividual, | unincorporated | business, | corporation or |
|----|----------------------------------|------------|----------------|-----------|----------------|
| | partnership: | | | | |

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

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

5.2.5 Former Public Servant

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

Definitions

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

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

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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 ()

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;
- period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

| 'I certify that I have examined the information provided above and that it is correct and complete" |
|---|
| |
| Signature |
| |
| Print Name of Signatory |

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ATTACHMENT 1 TO PART 5 PERSONNEL IDENTIFICATION FORM

| | | Contrac | t / file numl | ber: | 30005250 | | |
|---|-----------------------------|-------------------------|---------------------------|-------------------|---|---------------------|----------|
| PROJECT TITLE: | | | | | | | |
| Company Name: | | | | | | | |
| · · · | | | | | | | |
| Address: | | | | | | | |
| Telephone number: | | | | | | | |
| Fax number: | | | | | | | |
| PWGSC file or Certificate #: | | | | | | | |
| Professional Service | es (Add second p | age if mor | e space nee | ded, please | e print clea | rly) | |
| Resource Person working on this project | Date of birth YYY/MM/DD | PV | VGSC file ertificate # | Security Level | Meet | Does not Meet | Comments |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Contractor's Author | ized Signatory : | | | | _ Date: | | |
| (For Official Use) | | | | | | | _ |
| Company Clearance | Required | Required Security Level | | Does not M | not Meet / Comments (Official Use Only) | | |
| Designated Organization Screening | | | | | | | |
| Facility Security Clearance | | | | | | | |
| Document Safeguarding Capability | | | | | | | |
| • • • | ove based on: y Authority: | ty Authori | | | | | |

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

Requirements

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

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

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

List of names for integrity verification form

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 **Security Requirements**

6.1.1 The following security requirements (SRCL and related clauses provided by Contract Security Program) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. DFO592245

- 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).
- 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).

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

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

6.3.1 **General Conditions**

- 6.3.1.1 2010C (2022-12-01), General Conditions Services (Medium Complexity) apply to and form part of the Contract.
- **6.3.1.2** Subsection 10 of 2010C (2013-03-21), General Conditions Services (Medium Complexity) Invoice submission, is amended as follows:

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

Insert: Invoice submission

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1. Invoices must be submitted in the Contractor's name to DFO.invoicing- facturation.MPO@DFO-MPO.gc.ca with a cc to: finsert the name of the AP Coder. The Contractor must submit invoices for each delivery or shipment: invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

2. Invoices must show:

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

6.3.2 **Supplemental General Conditions**

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

| 6.4 | Term | of | Cont | ract |
|-----|------|----|------|------|
|-----|------|----|------|------|

6.4.1 **Period of the Contract**

The period of the Contract is from date of Contract award to _____ inclusive. (to be completed at contract award)

6.4.2 Option to Extend the Contract

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The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) 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 Annex B Basis of Payment.

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

6.5 **Authorities**

| 6.5.1 Contracting Auth | nority (to be inserted at Contract award) |
|--|---|
| The Contracting Authority | for the Contract is: |
| Name: Title: Department: Directorate: Address: | Fisheries and Oceans Canada Materiel and Procurement Services |
| Telephone: E-mail address: | |
| Contract must be authoriz | is responsible for the management of the Contract and any changes to the ed in writing by the Contracting Authority. The Contractor must not perform de the scope of the Contract based on verbal or written requests or instructions he Contracting Authority. |
| 6.5.2 Project Authority | (to be inserted at Contract award) |
| The Project Authority for the | ne Contract is: |
| Name: Title: Organization: Address: | |
| Telephone: E-mail address: | |
| | e representative of the department or agency for whom the Work is being |

arried 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.

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6.5.3 Contractor's Representative (to be inserted at Contract award) Name: Title: Organization: Address: Telephone: Facsimile: E-mail address: 6.6 **Proactive Disclosure of Contracts with Former Public Servants** By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada. 6.7 **Payment** 6.7.1 **Basis of Payment** The Contractor will be paid for the Work performed in accordance with the Basis of payment at annex B, to a limitation of expenditure of \$_____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra. 6.7.2 Limitation of Expenditure Canada's total liability to the Contractor under the Contract must not exceed \$ the amount at contract award). Customs duties are included, and Applicable Taxes are extra. 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum: a. when it is 75% committed, or b. four months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Methods of Payment

6.7.3.1 Monthly Payments

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.

The Contractor must submit time sheets for each resource showing the days, the total hours, and the actual time worked in a 24 hour period (e.g. 7.5 hours - from 8:00 AM to 12:00 PM and from 12:30 PM to 4:00 PM) excluding any passive time such as retainer or standby time or time awaiting for information or task assignment or any other form of passive time similar to the ones described above to support the charges claimed in the invoice.

6.7.4 SACC Manual Clauses

SACC Manual clause C1004C (2022-12-01), Auditing

6.7.5 Electronic Payment of Invoices – Contract

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

i. Direct Deposit (Domestic and International);

6.8 Invoicing Instructions

6.8.1 The Contractor must submit invoices in accordance with subsection 6.3.2.1 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of the release document and any other documents specified in the contract;
- b. a copy of the time sheets to corroborate the time claimed.
- 6.8.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: (to be inserted at Contract award) and provides the required information as stated in subsection 6.8.1 above.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 SACC Manual Clauses

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

6.10 Applicable Laws

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

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;
- (b) the supplemental general conditions; <u>4013</u>, (2022-06-20) Compliance with on-site Measures, standing orders, policies and rules
- (c) 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, Mandatory Criteria;
- (h) Annex E, Building Floor Plans;
- (i) Annex F, Insurance Conditions;
- (j) the Contractor's bid dated _____(to be filled in at contract award)

6.12 Foreign Nationals (Canadian Contractor) AND/OR (Foreign Contractor)

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

AND/OR

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

6.13 Insurance - Specific Requirements, G1001C (2013-11-06)

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the

insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.14 **SACC Manual Clauses**

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

Dispute Resolution 6.15

- (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".
- (e) 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 boa.opo@boaopo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.
- 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 boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

6.16 Environmental Considerations

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

a) Paper consumption:

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

Recycle unneeded printed documents (in accordance with Security requirements).

b) Travel requirements:

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

ANNEX "A" STATEMENT OF WORK

1.0 Title

Janitorial Services for - Canso Canal

2.0 Background

Real Property, Safety & Security (RPSS), Dept. of Fisheries and Oceans (DFO) requires cleaning services for the Canso Canal (Port Hastings, Nova Scotia) Professional cleaning service is required on a daily basis.

3.1 Site Description

The Canso Canal site is located at 11 Unit B, Highway 4, Port Hastings, NS. The property is entirely developed and secured by 24/7 on site security. The facility is comprised of seven buildings in which only two (2) will require cleaning with a combined area of 776 sqm.(Square Meters).

The estimated DFO employees occupying these builds are nine (9).

3.2 **Building (Drawings attached)**

- 1. Canal Maintenance Building; kitchens, washrooms, office, hallway 485 sqm.(Square Meters)
- 2. Admin/Operations; Offices, washrooms, boardrooms, hallways, operations center 291 sqm.(Square Meters)

3.3 **Work Schedule**

The minimum level of staffing required for regular cleaning is to be determined by the contractor, provided that the standard and frequency of cleaning meets the requirements of detailing the schedule and standards of cleaning required.

Appendix 1 - Annex A (Frequency Cleaning Standards)

Appendix 2 - Annex A (DFO Recycling and Composting Program),

Appendix 3 - Annex A (Cleaning Standard) and

3.3.1 Mandatory Work

The building has two (2) types of mandatory cleaning seasons and Mandatory Statutory Holiday cleanings.

- 3.3.1.1 Operational Season Scheduled work will not interfere with day to day operations of the Canso Canal or other operational areas. The work is required from April 1st to December 24th annually.
- 3.3.1.2 Non-Operational Season The facility is run with reduced staff members of 2-3 employees from December 25th to March 31st annually.

3.3.1.3 Statutory Holidays

Work **must** be performed on the following Statutory Holidays observed by the Federal Government:

- 1. Good Friday,
- 2. Easter Sunday (celebrated next business day)

- 3. Victoria Day,
- 4. Canada Day, (July 01 or next business day),
- 5. Municipal holiday (1st Monday in August)
- 6. Labor Day,
- 7. Thanksgiving Day,
- 8. Remembrance Day, (November 11 or next business day)

Notes:

The Contractor **must** provide cleaning services on Family Day (3rd Monday of February) at its regular rates as the Federal Government does not observe this Holiday.

Statutory Holidays worked are only applicable to the Operational Season. No Statutory days will be worked during the non-operation season, unless deemed as optional work required by the Project authority.

3.3.2 Optional Work

The Project Authority (PA) has the option to request the contractor to perform additional work, if deemed necessary to meet the objective of the SOW. Any additional work must be approved in writing by the PA. The Contractor will be paid a firm price in accordance to Annex "B", Basis of Payment.

3.3.3 **Business Hours**

All areas to be cleaned between;

During Regular Business hours 0800 – 1600 Hours Atlantic Standard Time (AST). Regular business days Monday to Friday

4.0 **GENERAL REQUIREMENTS**

4.1 **Description of Work**

Scope of work under this Contract comprises the provision of all labor, materials, tools, supervision and equipment necessary for complete and satisfactory janitorial services, as specified herein located at Canso Canal, Nova Scotia.

4.2 Inspection

Work inspection will occur monthly at random intervals. All work that has to be redone will be a cost borne by the contractor and will not billed to DFO.

Licenses, Codes and Legislated Requirements 4.3

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

The RPSS Site Representative may issue a "stop work order" if non-compliance of health and safety regulations is not corrected immediately or within posted time. The contractor will be responsible for any costs arising from such a "stop work order".

4.4 Department Responsibilities

- The Department will provide locked janitorial storage areas for the Contractor. This area is at the
 disposal of the Contractor and must be maintained in a tidy manner at all times, as approved by
 PA. No refuse is to be stored in this area. The storage area is to be cleaned thoroughly and will
 be inspected by the PA during the Contract period.
- The Department will provide electric power and hot and cold water for use by the contractor in the performance of this work.
- The Department will conduct regular inspections to ensure all cleaning is performed to standards and schedule detailed in **Annex A-2 and A-3**. All deficiencies will be immediately communicated to the on-site supervisors for correction.

Where the suppliers resource / cleaner fails to correct, disagrees with, or refuses to correct deficiencies the Department will contact the Contractor's representative immediately to initiate corrective action.

4.5 Contractors Responsibilities

- The contractor <u>must</u> notify immediately the project authority or any other Fisheries and Oceans staff member of any apparent break in or damage to the premises.
- The contractor <u>must</u> provide sufficient staff to perform all cleaning tasks detailed in **Annex A-1** to the standard detailed in **Annex A-3**,
- The Contractor will supply all cleaning products to carry out the service of this contract. Each product will be approved by the project authority prior to use. The project authority may reject any product, material or supply item used by the Contractor, and request a substitute.
- All equipment provided by the contractor shall be specifically designed for commercial use. It shall be in safe operating condition and intended for the task for which it is used. The PA has a right to reject unsafe or poor quality equipment.
- Contractor is also responsible for disposal of all items which are marked "GARBAGE", weighing twenty five pounds or less not placed in a refuse container.
- The Contractor will provide the project authority with all Workplace Hazardous Information Sheets (WHMIS) for all products being used along with Material Safety Data Sheets (MSDS).
- The Contractor shall promptly notify the project authority of needed repairs and/or damages to carpet, flooring and walls
- The Contractor will follow all Canada Labor Codes.
- All waxes, polishing oils, etc., shall be kept in tightly sealed containers, and stored in separate shelving from rags and other cleaning materials.
- All flammable materials and those subject to spontaneous combustion shall be stored in metal
 containers with self-closing tight-fitting metal lids until materials can be safely used, in accordance
 with Dangerous Goods and WHMIS legislation.
- No gasoline, highly flammable cleaning material, or any other highly flammable solvent shall be permitted inside the buildings for cleaning under the terms of this contract.
- Smoking by Contractor's staff during the performance of their duties is prohibited.
- The Contractor will report any deficiency with any equipment used by the Contractor which has been supplied .
- The Contractor shall keep areas neat and clean and odor-free at all times in accordance with applicable fire and health regulations.
- Equipment must be kept odor-free and in good repair.
- When an area is completed and unless otherwise instructed by the PA, the Contractor will leave the area in the following condition:
 - o Offices lights off, windows closed, doors locked.
 - Washrooms lights off, windows closed.
- Contractor is responsible to provide safety signs (e.g. WET FLOOR, WAXED FLOOR) where applicable, or upon request of Maintenance manager.

- Contractor is responsible to provide and make clearly visible, signs indicating ("JANITORS WORKING INSIDE") when washrooms are being cleaned.
- The Contractor is responsible to meet all provisions of,

Appendix 1 - Annex A (Frequency Cleaning Standards)

Appendix 2 - Annex A (DFO Recycling and Composting Program),

Appendix 3 - Annex A (Cleaning Standard)

WHMIS & MSDS

The contractor must provide employees with WHMIS training prior to contract award. Certification must be submitted to Project Authority within 10 days of contract award notification.

A copy of Material Safety Data Sheets (MSDS) for all products used and stored must be submitted to the Project Authority (PA) and a copy kept in the janitorial storage rooms. These products are subject to approval of PA, and the PA has the right to refuse certain products. Any damage resulting from the use or misuse of each material will be assessed against the Contractor.

Safety Requirements Including Fire Safety

1.0 Applicable Safety Regulations

- 1.1 The Contractor must observe and enforce safety measures by complying with the requirements of the following statutes and authorities:
 - 1.1.1 The Nova Scotia Occupational Health and Safety Act and supporting Occupational General Safety Regulations as amended from time to time.
 - 1.1.2 Most recent amendments to the National Fire Code of Canada.
- 1.2 In the event of conflict between any provisions of the aforementioned statutes or authorities, the most stringent provision will apply.

2.0 On the Job

- 2.1 The Contractor must ensure each employee maintains currency in WHMIS training.
- 2.2 The Contractor must ensure that employees have sufficient personal protective equipment (PPE) to guard them against the hazards to which they may be exposed in the performance of their duties.
- 2.3 All Contractor employees must wear proper PPE as denoted in the applicable safety instructions (WHMIS labeling, MSDS, equipment operating instructions, etc.) for the specific product or equipment they are using.

3.0 Safety Violations - Disciplinary Actions

3.1 All safety violations will be documented in the contract file with copies sent to the Contractor and DCC or PSPC as applicable. Disciplinary actions are as follows:

Table 1 - Safety Violation Disciplinary Actions

| Nature of Violation | Possible Disciplinary Action |
|--|--|
| First Violation of a safety regulation. | Verbal warning issued to the Contractor. |
| Second Violation of a safety regulation. | Written warning issued to the Contractor. |
| Third Violation of a safety regulation. | May result in termination of the contract with a recommendation that the Contractor be denied the opportunity to tender on future RPSS-produced tenders. |

4.0 Fire Safety Enforcement

- 4.1 Within the confines of RPSS, the prescription and enforcement of mandatory Fire Safety measures will be exercised under the authority of the Maintenance Manager (RPSS).
- 4.2 The Contractor must cooperate with during routine inspections of the worksite and must immediately remedy any unsafe situations.
- 4.3 The Maintenance Manager (RPSS) reserves the right to require the dismissal from site of persons deemed careless or otherwise in violation of the Fire Safety Requirements.

5.0 Fire Safety Briefing & Plan

- 5.1 The Maintenance Manager (RPSS) must ensure that upon coming on-site, all Contractor personnel become familiar with and observe the applicable fire safety measures, including building fire orders and escape routes.
- 5.2 The Maintenance Manager (RPSS) will provide direction for fire reporting including the Emergency Fire Report Telephone number and location of fire alarms at the worksite.

6.0 Smoking Precautions

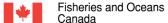
- In accordance with these Fire Safety Requirements particular to the work area and site, the Maintenance Manager (RPSS) will designate hazardous areas as well as non-restricted areas where smoking may be permitted.
- 6.2 Smoking is prohibited in all buildings.
- In all other areas, the Contractor will exercise care and comply with written or oral directives of the Maintenance Manager (RPSS) for the use of smoking materials.

7.0 Reporting Fire Incidents

- 7.1 Report immediately all fire incidents as follows:
 - a) Activate the nearest fire alarm;
 - b) Call the Emergency Fire Report Telephone number (See Paragraph 7.4 below); and
 - c) Telephone the Maintenance Manager (RPSS).
- 7.2 Persons activating fire alarm must remain available to direct the Fire Department to the scene of the fire.
- 7.3 When reporting a fire by telephone, give the location of the fire and the name of the building. Be prepared to direct the Fire Department to the scene of the fire when they arrive.
- 7.4 EMERGENCY FIRE REPORT TELEPHONE NUMBER: 911

8.0 Flammable Liquids

- The handling, storage and use of flammable liquids are to be governed and guided by the requirements established by the Base Fire Chief.
- 8.2 Flammable liquids such as gasoline, kerosene and naphtha may be kept for use in quantities not exceeding 45 liters provided they are stored in safe ventilated areas, designated by the Maintenance Manager (RPSS), in safety cans bearing the Underwriter's Laboratory of Canada (ULC) or Factory Mutual seal of approval.
- 8.3 The Maintenance Manager (RPSS) reserves the right to require removal from the site any storage containers not acceptable.
- 8.4 Transfer of flammable liquids must not be carried out within buildings or in the vicinity of any heat source.
- 8.5 Flammable liquids having a flash point below 38°C (100 °F), such as naphtha or gasoline, must not be used as solvents or cleaning agents.
- 8.6 Flammable waste liquids designated for disposal must be stored in approved containers not larger than forty-five (45) liters and located in a safe, ventilated area. Dumping or burning of flammable liquids on site is prohibited.



9.0 Hazardous Substances

9.1 Any work that entails the use of toxic or hazardous materials, chemicals or explosives, or otherwise creates a hazard to life, safety or health, must be carried out in accordance with the requirements of the National Fire Code of Canada, product use instructions, and measures prescribed by the Maintenance Manager (RPSS).

Environmental Protection

10.0 General

- 10.1 Contractors must take all reasonable steps to ensure they and their employees comply with all pertinent legislation to protect the environment.
- 10.2 The Maintenance Manager (RPSS) will provide the Contractor with copies of DFO and RPSS Environmental Standard Operating Procedures (SOPs) as required.
- 10.3 All relevant information pertaining to the DFO Recycling /Composting Program may be found in **Annex A-2**.

11.0 Disposal of Wastes

- 11.1 The Contractor must ensure that the disposal of all cleaning waste or by-products is carried out in accordance with all applicable product-specific instructions such as WHMIS.
- 11.2 The Contractor must not dispose of volatile materials such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
- 11.3 Fires and burning of rubbish on-site are prohibited.
- 11.4 Burying rubbish and waste materials on-site is prohibited.

12.0 **Spill Response**

- 12.1 In the event of a spill of any potentially hazardous materials, the Contractor must proceed as follows:
 - 12.1.1 Report the spill to the Commissionaires at Local 1161;
 - 12.1.2 Notify the Maintenance Manager (RPSS); and
 - 12.1.3 Initiate clean-up in accordance with DFO and RPSS Environmental Standard Operating Procedures (SOPs) if it is safe to do so.

Material and Equipment

13.0 General

- Only the use of Maintenance Manager (RPSS)- approved materials and equipment will be permitted.
- 13.2 The Contractor must provide and use equipment of industrial design and quality, performing to typical industry standards and for which replacement parts are readily available.
- 13.3 The Contractor must deliver copies of Material Safety Data Sheets (MSDS) for all proposed products to the Maintenance Manager (RPSS) at least seven (7) days prior to the contract start date.
- 13.4 The Contractor will use environmentally-friendly products as listed in this specification.
- 13.5 The Contractor must have all of the necessary equipment and materials specified in this document in place prior to the contract start date.

14.0 Manufacturer's Instructions

- 14.1 The Contractor will, unless otherwise directed by the Maintenance Manager (RPSS), comply with manufacturer's latest printed instructions for materials and equipment use.
- 14.2 The Contractor will notify the Maintenance Manager (RPSS) in writing of any conflict between this specification and manufacturer's instructions. The Maintenance Manager (RPSS) will determine which document is to be followed.

15.0 Storage and Delivery of Materials

15.1 Storage must only be in areas approved by the Maintenance Manager (RPSS).

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- 15.2 Where space permits, the Maintenance Manager (RPSS) will provide a central, secure location within the Contract Area for the storage of up to one month's supply of cleaning products and replenishment materials.
- Where possible, the Maintenance Manager (RPSS) will provide sufficient storage areas 15.3 within the individual buildings for a minimum of one week's supply of cleaning products and replenishment materials.
- 15.4 The Contractor will ensure that all containers holding products deemed under WHMIS to be hazardous bear correct WHMIS labeling.
- 15.5 The Contractor must deliver, store and maintain packaged material in accordance with supplier's instructions and with manufacturer's seals and labels intact.
- The Contractor must prevent damage, adulteration and spoiling of cleaning materials 15.6 during delivery, handling and storage. Rejected material must be immediately removed from the site.
- 15.7 Entrance doors to cleaning supply storage areas must bear correct WHMIS signage. provided by and installed at the expense of the Contractor.
- 15.8 The Contractor must keep storage areas clean and free from clutter at all times.
- 15.9 Storage areas are to be closed and locked when not being immediately used, but must not be closed while persons are inside.

16.0 Supply Required bases on the estimated number of employees occupying these buildings at any given time.

17.0 **Product Standards/Acceptability**

- All cleaning materials such as soaps, detergents, scouring materials, cleaners, waxes 17.1 and sealers must be suitable and safe (not harmful) for the surface intended. In cases of dispute, the Maintenance Manager (RPSS)'s decision is final.
- The Contractor must use odorless or low-odor, environmentally friendly (fully 17.2 biodegradable) products for all general-purpose cleaning. Such products are considered to be NON-WHMIS REGULATED and also fragrance free. In cases of dispute, the Maintenance Manager (RPSS)'s decision is final.
- All products must meet the Environmental Choice Program Certification Criteria. 17.3 Where a product is not available to meet the above criteria a similar product may be recommended by the contractor if this product meets comparable stringent environmental criteria. In cases of dispute, the Maintenance Manager (RPSS)'s
- 17.4 Only where no environmentally friendly product exists for specific cleaning functions, the Contractor may use a product conforming to the latest Canadian General Standards Board (CGSB) specification or equivalent as listed in Error! Reference source not f ound..
 - 17.4.1 Before using products from Error! Reference source not found., the C ontractor must submit a written statement to the Maintenance Manager (RPSS) attesting that environmentally friendly products are not available; and
 - 17.4.2 The Maintenance Manager (RPSS) must make the final decision.
- Prior to the contract start date, the Contractor must submit to the Maintenance Manager 17.5 (RPSS) a list of proposed products that includes the following information:
 - Product name and supplier;
 - MSDS:
 - Performance, description and test data; and
 - Manufacturer's instructions.
- 17.6 The Contractor must also submit the aforementioned information to the Maintenance Manager (RPSS) for approval when a change in product is desired or required.

18.0 Cleaning Equipment and Supplies and requirements

All equipment and supplies required for the discharge of janitorial services as set forth in this Statement of Work shall be supplied by the Contractor. Any cost incurred for the procurement and operation of all such equipment and supplies shall be considered to be included in the bid price.

The Contractor shall provide materials of a disposable nature necessary for the maintenance of a hygienic and neat workplace. The Contractor shall provide in sufficient quantities to satisfactorily carry out the Work.

The equipment is required for each building or group of buildings

- 18.1 The Contractor must provide all materials including but not limited to the following:
 - Compostable garbage bags
 - Toilet tissue
 - Hand towel (roll or multifold)
 - Liquid germicidal soap
 - Liquid hand soap
 - Gloves reusable or disposable (e.g. latex, vinyl, nitrile rubber)
 - Heavy duty, clear plastic bags for shredded paper, recyclables, composting and dry garbage
- 18.2 The Contractor must ensure that all supplies are maintained at appropriate levels in sufficient advance of requirements.

Distribution of Cleaning Equipment

- 18.3 All equipment will be located and used as directed by the Maintenance Manager (RPSS).
 - 18.3.1 All equipment will be on-site at the commencement of this contract and so remain unless removal is pre-authorized by Maintenance Manager (RPSS).
- All equipment must be of industrial type and quality, and will be maintained in fully satisfactory operating condition at all times while on site.
- The Maintenance Manager (RPSS) may order the removal from the worksite any unserviceable or unsafe equipment at any time without warning. The Contractor will replace at its own expense any unserviceable or unsafe equipment within twenty-four (24) hours of its removal.
- 18.6 All equipment will be located and used as directed by the Maintenance Manager (RPSS).
 - 18.6.1 All equipment will be on-site at the commencement of this contract and so remain unless removal is pre-authorized by Maintenance Manager (RPSS).
- 18.7 All equipment must be of industrial type and quality, and will be maintained in fully satisfactory operating condition at all times while on site.
- 18.8 The Maintenance Manager (RPSS) may order the removal from the worksite any unserviceable or unsafe equipment at any time without warning. The Contractor will replace at its own expense any unserviceable or unsafe equipment within twenty-four (24) hours of its removal.

19.0 Cleaning / Maintenance Methods and Schedule

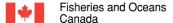
19.1 This section outlines general cleaning and maintenance procedures applicable to all buildings covered under this contract.

20.0 Cleaning/Maintenance Methods and Schedule

- Sweeping: Perform daily dry sweeping with a soft hair broom. When large quantities of dust and dirt exist, use a sweeping compound conforming to CGSB 25GP12.
 Sweeping compounds are not to be used on waxed floors. Do not use an oil-based sweeping compound with a sweeping mop.
- 20.2 Dusting: Use vacuum cleaners whenever practical, otherwise use cloth or yarn dusters.
- 20.3 Spot Cleaning: Remove any spots that are unfamiliar upon the surfaces on which they appear (e.g. coffee, oil, beverages or grease) by the appropriate cleaning method.
- 20.4 Spray Buffing: Spray buffing consists of a mixture of water, wax and germicidal soap, applied with a spray bottle, followed by buffing using an electric polisher fitted with spray buff pads. Use technique appropriate for floor surface and finish.
- 20.5 Disinfect: Wash clean using an approved germicidal solution.
- 20.6 Brass Cleaning: Brass must be cleaned using a commercial high-quality brass-polishing product to remove all tarnish and then buffed with a soft, dry cloth to a shiny, streak-free finish.
- 20.7 Glass and Window Cleaning:
 - 20.7.1 Use products approved by Maintenance Manager (RPSS) e.g. Windex, Bonami etc.
 - 20.7.2 General: Clean the interior surface of windows using an approved product and a clean lint-free cloth. Squeegees will increase the drying speed on large windows. Frequency of Window Cleaning: Glass in entrance doors, office doors, and other areas subject to hand marks, must be cleaned as often as needed to keep them in a presentable condition.
- 20.8 Drinking Fountains: Clean all drinking fountain surfaces with a germicidal solution and rinse with clear water. Do not use metal polish on fittings.

21.0 Cleaning of Washrooms

- 21.1 Washrooms are to be serviced as early as possible in the work shift and as often as required to maintain their appearance at Level 1 in accordance with **Annex A-3**.
- 21.2 Floor Stripping/Sealing: Every twelve (12) months washroom floors must be machine scrubbed/stripped and resealed. Worn areas must be re-coated as required without stripping the previous seal coat to maintain the sealed surface.
- 21.3 Daily Cleaning: Daily washroom sanitation must be carried out in the following sequence:
 - Sprinkle 2GP47 granular toilet bowl cleaner in toilets and urinals, and allow cleaner to remain for several minutes to penetrate stains.
 - Spray all exposed surfaces of washbasins, toilet seats, bathtubs, showers and other fixtures with a germicidal solution (4 mL of 2GP160 per L of cold water).
 - Clean walls, doors, mirrors, shelves and other washroom accessories with germicidal solution.
 - Use paper towels to dry toilet seats, outside of toilet bowls and urinals; use cloth, sponge or paper towel to dry the other fixtures and accessories.
 - Swab the inside of toilet bowls and urinals to remove stains loosened by the toilet bowl cleaner. Flush all excess material from exposed surfaces.
 - Replenish toilet tissue, paper towels, liquid soap, deodorizing blocks/pucks and other dispensers as required.
 - Empty all waste paper receptacles as often as required, but at least daily.
 - Except where wall mounted receptacles are present, place non-para deodorant blocks or pucks in every second urinal to mask unpleasant odors.
 - Damp mop floor with a germicidal solution (3 oz. or more of germicidal detergent per gallon of hot water). If excessive soil conditions necessitate rinsing, add one-half the usual amount of germicidal detergent to the rinse water.



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22.0 **Walls and Woodwork**

- 22.1 General: Where conditions permit, all wall-washing should be done by two persons. Start in one corner and work continuously across the wall to the next corner, using straight up and down strokes to avoid streaking and lap marks. Change soap solution and rinse water frequently. Use separate sponges/clothes for washing and rinsing. Dry surfaces after rinsing using a soft, clean cloth.
- 22.2 Cleaning Materials: Use a neutral soap or synthetic detergent solution. Test solution on a small area to be cleaned. Use strength as necessary to clean. Do not use tri-sodium phosphate (TSP) or alkali soaps on painted surfaces. Change soap solution and rinse water frequently.
- Unpainted Plaster Walls: Dust with a soft bristle brush. Avoid streaks on walls. Do not 22.3 dust them in damp weather.
- Walls Painted with Water Paints: Kalsomine or whitewash painted walls. Dust only. For 22.4 Casein paint use wallpaper cleaner.
- 22.5 Walls Coated with Latex, Oil Based Paints or Varnish: Wash with a neutral soap solution. Ensure water does not penetrate coatings through abrasions, cracks or holes.
- 22.6 Glass, Vitreous-China and Glazed-Tile Walls: Wash with a neutral soap solution. Do not use scouring powder or abrasives.
- 22.7 Marble, Granite, Onyx and Other Natural-Stone Wainscoting: Wash with a neutral soap solution. Rinse surface with clear water and dry with clean cloth.
- 22.8 Fiberboard and Gypsum Board Walls: Do not wash unless walls are painted. Wash with a neutral soap solution. Prevent water from getting into open seams.
- 22.9 Acoustically Treated Walls: Using a stiff brush, begin at the ceiling and work down towards the floor. Avoid scuffing and unevenness in appearance of work. Use an industrial vacuum cleaner equipped with a long wand and stiff brush if convenient.

23.0 **Waxing and Sealing of Floors**

- 23.1 General Method:
 - Ensure floor is completely clean and free from soap and water before waxing.
 - Apply a thin, even coat of wax with no accumulation along walls or fixtures.
 - Do not apply within six inches of walls, filing cabinets, or other fixtures that are flush with the floor.
 - Allow the wax to dry before buffing.
 - Buff to blend all areas into a uniform sheen and to eliminate heavy brush marks.
 - Wax high-traffic areas as often as needed to protect the floor.
 - Sweep waxed floors with a dry sweeping mop.
 - Damp mop waxed areas with clear cold water only.

23.2 Wax Removal - Wood Floors:

23.2.1 For Paste Wax and Liquid Spirit Wax:

- Caution: Ensure rooms are well ventilated.
- Vacuum, sweep or dust mop floor to remove all loose material.
- Use a wax removing solvent with a flash point over 38°C (100°F)
- Work the solvent into the floor to dissolve the wax with a cloth pad.
- Remove dissolved wax immediately with clean wiping cloths.
- After wax has been removed, damp mop floor with a warm neutral soap solution followed by a clear, warm water, damp mop rinse.
- Dispose of all cloths in metal containers outside building.
- Wax Removal Other than Wood Floors: 23.3
 - 23.3.1 For Water Emulsion Wax:
 - Vacuum, sweep or dust mop floor to remove all loose material.

- Mop with a warm neutral soap solution or 2GP112 water emulsion wax stripper, applying stripper as directed on the container.
- Use the electric floor machine equipped with a nylon stripping pad or fibre scrubbing brush.
- Pick up the soiled solution immediately with a string mop or industrial wet pick-up vacuum.
- Ensure all wax build-up along walls, under radiators, or near furniture has been removed, repeating the procedure as required.
- Rinse with clear hot water using the scrubbing brush, nylon pad or mop.
- Use a final rinse of hot water to remove any residue left on the floor surface from the cleaning and previous rinsing procedure.
- Two to three hours are normally are normally required for air-drying the floor surface. After approximately one hour drying time, use the dry scrubbing brush or dry medium nylon pad under the electric floor machine to accelerate below-surface drying time and prepare the floor surface for the sealer or finish.

23.4 Waxing Wood Floors:

- Apply a thin, even coat of paste wax (type 25GP2) with a clean cotton pad using long, straight even strokes.
- Allow floor to dry thoroughly, then buff to achieve desired luster.

23.5 Waxing Floors – Other than Wood:

- Ensure previously waxed floors are stripped and sealed prior to waxing.
- Using a freshly washed mop, apply a thin, even coat of non-buffable liquid wax (25GP16). Note: 25GP16 is not compatible with other types of wax.
- Do not touch the wax with the applicator after it starts to dry.

23.6 Sealing Floors – Other Than Wood:

- 23.6.1 Only Type 2 water emulsion sealer (CAN/CGSB 25.20-M) must be applied to coated or covered floors.
 - Ensure the surface is clean and dry prior to applying sealer.
 - Apply a thin, even coat of sealer over the surface using a string mop or lamb's wool pad for smaller areas. Do not flood-coat floor as excessive use of sealer may increase drying time.
 - On porous floors, two or more coats of sealer may be required to obtain the desired semi-gloss appearance. Allow thorough drying between coats.
 - When the final coat of sealer is thoroughly dry, buff with a nylon pad, vacuum, then rinse with clear, cold water.
 - Recoat high-traffic or wear areas as necessary to maintain the sealed surface without stripping the previous seal coat.

24.0 Floor Maintenance

- 24.1 Major Carpet Cleaning:
 - Remove furniture if possible. It is the Supervisor's responsibility to coordinate this
 effort with the building occupants in order to limit operational impact.
 - Vacuum thoroughly and remove spots and stains as required.
 - Clean carpets using a hot-water extraction system equipped with beater brushes or a lamb's wool bonnet cleaning system. Pay particular attention to edges and doorways.

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Return furniture placing foil wrap or equivalent protective material under metal feet to prevent damage to carpets from rust stains.

24.2 Waxed Floors Other Than Wood:

- Use a treated dust mop to remove dust particles from floor surface.
- Buff or Spray-buff heavy all areas as required to obtain uniform shine, paying particular attention to heavy traffic areas, under desks, and in doorways.
- Use a treated dust mop to pick up leftover dust particles.
- Damp mop with a liquid detergent (1 oz. of 2GP107 per Imp Gal of cold water).
- After the floor is dry, burnish using a fine or medium nylon pad.
- Remove soil that has become embedded in the wax using appropriate methods and touch-up the affected areas to return luster.

24.3 Wooden Waxed Floors:

- Sweep wood floors with a dry, cotton-sweeping mop.
- Damp mop with clear cold water. If the floors have not been sealed or waxed, sweep with a floor brush and clean with a mop dampened in a lukewarm neutral soap solution.
- Use minimal water and allow water to remain on the floor for the shortest possible time.
- Buff to bring back luster.
- 24.4 Linoleum Floors: Clean linoleum floors with a mop dampened in clear cold water. If surface is excessively dirty, first remove the wax and then use a lukewarm neutral soap solution. Do not allow water to seep into the seams or under the edges of the linoleum.
- 24.5 Rubber Tile: Remove rubber heel marks by rubbing them with a clean cloth saturated with water emulsion wax 25GP16.

24.6 Asphalt Tile Floors:

- Vacuum or sweep floor to remove loose particles.
- Do wax removal as necessary, then damp mop with clean, cold water or a lukewarm neutral soap solution if required.
- Re-wax floor using water emulsion wax as specified for surface appearance.

24.7 Concrete Floors:

- Sweep with a hairbrush. If the floor is painted, use a cotton-sweeping mop.
- If the floor has not been sealed, use damp sawdust as a sweeping compound.
- Mop areas having heavy oil or grease deposits with a degreasing solution and then thoroughly rinse with clear water.
- If no oil or grease deposits are present, mop the floor with clear water or a neutral soap solution.
- 24.8 Mastipave Floors: (Bituminous tile) Damp mop only.

24.9 Quarry Tile Floors:

- Sweep with hairbrush.
- Mop with clear water or neutral soap solution.
- Seal with water emulsion metal interlocking acrylic floor sealer.

24.10 Rubber Flooring (Amtico Marathon) Maintenance

24.10.1 Regular Cleaning:

- Sweep or vacuum floor to remove loose dirt.
- Spray buff using mixture of 20% sealer and 80% cold water.
- Clean with fiber or nylon brush or an auto-scouring machine equipped with washing brushes.

24.10.2 Waxing and Polishing:

- Ensure floor is thoroughly clean and free from soap and water.
- Apply sealer and finisher in thin, even coats avoiding accumulation in corners, along walls, and fixtures.
- To avoid scratches, do not clean with floor pads or any other industrial equipment.
- Waste Disposal: Only the following Amtico products may be flushed:
 - Amtico Blue Label All Purpose Cleaner/Stripper;
 - Amtico Silver Label Acrylic floor Finish; and
 - Amtico Platinum Label Acrylic Floor Sealer.

24.10.3 Periodical Cleaning (Stripping & Spray buffing):

- Use a polisher (150 to 175 rpm) with fiber or nylon brushes.
- Prepare mixture of 5 cups cleaner/sealer to 1.0 Imp Gal of warm or cold water.
- Spread mixture evenly over floor and wait 15-20 minutes.
- Use a wet vacuum or mop to remove residue.
- Rinse with solution of 1-cup vinegar to 1.0 Imp Gal cold water.
- Remove with wet vacuum or mop.
- Apply 2 thin, even, crossed coats of sealer by sponge, waxing mop or roller.
- Allow adequate drying time as recommended by manufacturer between coats.
- Spray buff with a solution of 20% sealer and 80% cold water using a 175-rpm polisher equipped with fiber or nylon brush.
- Repeat process if sealer does not adhere.

<u>Appendix 1</u> Frequency Cleaning Standards

| Task | Frequency | Standard | Remarks | | | |
|--|--------------|--|--|--|--|--|
| Sweep/mop tile and linoleum floors | Twice weekly | Free from dirt, dust, grime and removable stains | All types of hard surface flooring excluding concrete included | | | |
| Empty waste paper and garbage containers | Twice weekly | Empty with new bag/liner installed and at least one spare in bottom of container | | | | |
| Clean all washrooms (Operational Season) April 1 st – Dec 24th | Daily | All toilets, sinks, mirrors, shelves, towel bars and other accessories, counter tops and showers to be cleaned, disinfected and free from dirt, waste, stains and scale | Includes 2 washrooms plus 1 shower room in Admin bldg. and 1 single and 1 multi person washroom in the combined shop building. | | | |
| Clean all washrooms (Non- Operational Season) Dec 25 th – March 31st | Twice weekly | All toilets, sinks, mirrors, shelves, towel bars and other accessories, counter tops and showers to be cleaned, disinfected and free from dirt, waste, stains and scale | Includes 2 washrooms plus 1 shower room in Admin bldg. and 1 single and 1 multi person washroom in the combined shop building. | | | |
| Clean kitchen sinks, counters, furniture and appliances | Twice weekly | Disinfected and free from dirt, food waste, dust and removable stains | Includes 1 kitchen/lunch room in the combined shop, and 1 kitchenette in the administration building. Does not include dishes and personal items left by staff | | | |
| Inside of kitchen cabinets | Twice yearly | Free from dust, dirt and grime | Evenly spaced, every six (6) months | | | |
| Strip and wax floors | Twice yearly | Stripped with a commercially available floor stripper and finished with 2 coats of wax. Coordinate with Canal OIC for best dates, times and sequence of work | Admin building only. Control room floor to be done once per year during canal off season (25 Dec – 15 April) Canal staff to be responsible to move large and/or personal items as well as secure any sensitive material. | | | |
| Clean interior of windows | Once Monthly | All interior windows, which are reachable from a standing position on the floor. Glass, ledges, trim and | Cleaners shall not use ladders or other means of climbing to reach windows as part of regular cleaning. | | | |

| Task | Frequency | Standard | Remarks |
|-------------------------------------|--------------|--|--|
| | | frames to be free from dirt, dust and streaking | |
| Paper products and trash can liners | Twice weekly | All paper dispensers to be at least 75% full with spare rolls of toilet paper and paper towels available for staff to refill as required. At least one extra trash can liner to be left in the bottom of each can. | Amounts of spare paper products left in washrooms to be gauged and adjusted to ensure availability. Staff will be informed that these products must remain in washrooms. |

Appendix 2 DFO Recycling and Composting Program:

1.0 Contact Person: Manager Real Property Safety and Security Local 1176.

2.0 Hallway Recycling Center Containers:

2.1 All Hallway Recycling Center containers must contain clear bags at all times. The containers will be emptied daily and the exterior will be kept clean at all times by the janitorial staff.

3.0 Paper Container:

3.1 Mixed office paper is placed into this container. Contents must be deposited into the recycling container

4.0 Recyclables / Refundable Container:

- 4.1 The following contents must be placed into the sorting station:
 - a. Beverage Containers
 - b. No.1 & No.2 Rigid Plastic Containers
 - c. Glass
 - d. Aluminum or Tin Cans
 - e. Grocery Bags
 - f. Milk Cartons

The contents of the Recyclables / Refundable Only containers are the property of the DFO and **must not** be collected for individual gain.

5.0 Garbage Containers:

5.1 The Contractor must use clear bags in garbage containers at all times.

6.0 Corrugated Cardboard:

- 6.1 The Contractor must break down boxes and stored in Baylor room.
- The Contractor must ensure styrofoam and other packing materials will be removed from the boxes and placed into clear garbage bags.

7.0 Further Instruction:

- 7.1 The Contractors staff must remove all recyclable material (including loose cardboard) and garbage **daily** from the hallway recycling centers.
- 7.2 The Contractor must ensure composting bags are to be replaced every afternoon Monday through Friday.
- 7.3 The Contractors staff must ensure that the lids of the garbage, compost and recycling bins are closed after use.

8.0 Bag Specifications:

- The Contractor must use clear, extra strong bags (min 3 mil thickness) for all recyclables and shredded paper.
- 8.2 The Contractor must use compostable bags for all Green Bin Locations

9.0 Recycling Information:

- 9.1 The following items are not recyclable and must be placed in the garbage:
 - a. Carbon paper
 - b. Styrofoam cups
 - c. Paper coffee cups (e.g. Tim Hortons, Robins Donuts)
 - d. Plastic/Metal spines
- 9.2 Corrugated cardboard must be broken down and placed in the recycling containers on the outside of the buildings.
- 9.3 The following items will be placed in a hallway container Marked "Paper"
 - a. Computer print-out paper
 - b. Photocopier Paper
 - c. Letterhead
 - d. Bond stock paper
 - e. Stationary
 - f. Reports (plastic bindings & tabs removed)
 - g. Laser-print-outs
 - h. Telephone books
 - i. Envelopes
 - j. Window envelopes

- k. Flyers
- Glossy flyers
- m. Post it notes
- n. Fax paper
- o. Glue edged reports
- p. Egg cartons or drink holders
- q. Mixed office
- r. Junk mail
- s. Adhesive labels
- t. Newspapers
- 9.4 The Contractor must place the following items in a hallway container marked: "RECYCLABLES":

Table 2 - Recycling Instructions

| Type of Container | Example | What to Do |
|------------------------------|--|------------------------------|
| Beverage containers | Soft Drink Bottles or Cans, | Rinse. |
| | Juice Containers, Spring | Do not flatten. |
| | Water Bottles, Tetra Packs, Gable Tops | |
| No.1 & No.2 Rigid Plastic | Bleach, shampoo, soft drinks, | Rinse. |
| Bottles and Containers | yogurt, ice cream, margarine | Do not remove labels. |
| (HDPE 1, 2) | | Verify recycling suitability |
| | | (e.g. HDPE 2). |
| Glass bottles & jars | Jam, pickles | Please rinse & remove lids. |
| | | Labels can stay on. |
| Tin cans | Soup, vegetables | Rinse. |
| | | Labels and tops can stay on. |
| | | Flatten. |
| Plastic grocery bags & bread | Sobeys, Superstore | Must be clean. |
| bags | | |

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| Type of Container | Example | What to Do |
|-------------------|----------------------------|---------------------------|
| Milk cartons | Milk, orange juice, coffee | Must be clean (occupant's |
| | cream | responsibility). |
| | | Flatten. |

Appendix 3

DFO Cleaning Standard

1.0 <u>Minimum Acceptable Appearance Levels (MAAL)</u>

RPSS has committed to provide a high level of service to its customers. These Appearance Levels are the standard against which contract areas will be inspected and assessed. The overall Minimum Acceptable Appearance Level (MAAL) has been established at Level 2.5, a compromise between Levels 2 and 3 that represent a clean, tidy environment maintainable through a program of both proactive and reactive maintenance. Regardless of the MAAL, washrooms and locker rooms shall be maintained at <u>Level 1</u> at all times.

Table 3 - Definition of Appearance Levels

| APPEARANCE LEVEL | PHYSICAL DESCRIPTION / DEFECTS |
|-----------------------------------|---|
| Level 1 - Orderly Spotlessness | Floors and base mouldings shine/carpets vacuumed clean; no build-up in corners or along walls. All surfaces clean and no dust, dirt, streaks or marks. Washroom fixtures and tile gleam. Supplies are adequate. Trash containers hold only daily waste, are clean & odour-free. Exterior steps and walkways swept clean; no sign of litter on ground. |
| Level 2 - Ordinary Tidiness | Floors and base mouldings shine/carpets vacuumed clean; no build-up in corners but two days of dust, dirt, and stains may be seen. All vertical and horizontal surfaces are clean but marks, dust and fingerprints noticeable up close. Washroom fixtures and tile gleam & are odour-free. Trash containers hold only daily waste, are clean and odour-free. Exterior steps and walkways swept clean; grounds free of litter. |
| Level 3 - Casual Inattention | Floors are swept/vacuumed clean, but on close observation have stains. A build-up of dirt/floor finish in corners and along walls is visible. Dull spots and/or matted carpet in walking lanes. Streaks & splashes on base moulding. Vertical & horizontal surfaces have obvious dust, dirt, smudges. Trash containers have daily waste but are clean and odour-free. Exterior steps and walkways dusty; some litter may be found on closer inspection. |
| Level 4 – Moderate Dinginess | Floors are swept or vacuumed clean, but dull, dingy and stained. Noticeable build-up of dirt, floor finish, in corners and along walls. Dull path and/or obviously matted carpet in walking lanes. Base moulding is dull, dingy with streaks or splashes. All surfaces have conspicuous dust, dirt, and smudges. Trash containers hold old trash. They are stained, marked and smell sour. Noticeable dirt build-up on exterior steps and walkways; obvious litter. |

| Level 5 – Unkempt Neglect | • | Floors are dull, dirty, and dingy. Conspicuous build-up of dirt. Surfaces have major accumulation of dust, dirt. Washroom fixtures and tile have obvious lack of attention. Supplies are depleted. |
|---------------------------|---|--|
| | • | Trash containers over-flowing and smell sour. Exterior steps and walkways encrusted with dirt; litter noticeable all around. |

2.0 Typical Inspection Areas -

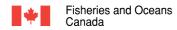
The building areas that will typically be evaluated include but are not limited to the following:

- 1. Washrooms / Shower Room
- 2. Hallways & Stairwells
- 3. Offices
- 4. Lounges
- 5. Kitchen / Lunchroom
- 6. Control Room
- 7. Kitchenette

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ANNEX "B" BASIS of PAYMENT

(To be updated at time of contract award)



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ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

| | Government | Gouvernement | Contract Number / Numéro du contrat |
|---|------------|--------------|--|
| * | of Canada | du Canada | DFO592245 |
| | | | Security Classification / Classification de sécurité Unclassified |

| | CURITY REQUIREMENTS CHECK LIST (SRC ATION DES EXIGENCES RELATIVES À LA SE | |
|---|--|--|
| PART A - CONTRACT INFORMATION / PARTIE A 1. Originating Government Department or Organizatio Ministère ou organisme gouvernemental d'origine | INFORMATION CONTRACTUELLE 1. 2. Branch | or Directorate / Direction générale ou Direction |
| a) Subcontract Number / Numéro du contrat de sou | Fisheries and Oceans Canada RPSS is-traitance 3, b) Name and Address of Subcor | ntractor / Nom et adresse du sous-traitant |
| _ ^ | | |
| Brief Description of Work / Brêve description du tra Janitorial Services for the Canso Canal | vall | |
| Santonal Services for the Canad Canad | | |
| Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandis | | ✓ No Yes |
| Regulations? | nilitary technical data subject to the provisions of the Te hniques militaires non classifiées qui sont assujetties a | V Non L Oul |
| 6. Indicate the type of access required / Indiquer le ty | pe d'accès requis | |
| 6. a) Will the supplier and its employees require acce | ss to PROTECTED and/or CLASSIFIED Information or | assets? No Yes |
| | accès à des renseignements ou à des blens PROTÉG jestion 7. c) | |
| b) Will the supplier and its employees (e.g. cleaner PROTECTED and/or CLASSIFIED information of | s, maintenance personnel) require access to restricted | L Non ✓ Oul |
| à des renseignements ou à des biens PROTÉG | | u doce readentes: L'acces |
| c) Is this a commercial courier or delivery requirem S'agit-ii d'un contrat de messagerie ou de livrais | | No Yes Oul |
| a) Indicate the type of Information that the supplier | will be required to access / Indiquer le type d'information | on auquel le fournisseur devra avoir accès |
| Canada 7. b) Release restrictions / Restrictions relatives à la | NATO / OTAN | Foreign / Étranger |
| No release restrictions | All NATO countries | No release restrictions |
| Aucune restriction relative a la diffusion | Tous les pays de l'OTAN | Aucune restriction relative à la diffusion |
| Not releasable A ne pas diffuser | | _ |
| Restricted to: / Limité à : | Restricted to: / Limité à : | Restricted to: / Limité à : |
| Specify country(les): / Préciser le(s) pays : | Specify country(les): / Préciser le(s) pays : | Specify country(les): / Préciser le(s) pays : |
| | | |
| 7. c) Level of Information / Niveau d'Information | | |
| PROTECTED A | NATO UNCLASSIFIED | PROTECTED A |
| PROTECTED B | NATO NON CLASSIFIÉ | PROTECTED B |
| PROTECTED B | NATO DIFFUSION RESTREINTE | PROTEGÉ B |
| PROTECTED C | NATO CONFIDENTIAL | PROTECTED C |
| PROTÈGÉ C | NATO CONFIDENTIEL | PROTÉGÉ C |
| CONFIDENTIAL | NATO SECRET | CONFIDENTIAL |
| CONFIDENTIEL | NATO SECRET | CONFIDENTIEL |
| SECRET SECRET | COSMIC TOP SECRET COSMIC TRÊS SECRET | SECRET |
| TOP SECRET | COSMIC TRES SECRET | TOP SECRET |
| TRÊS SECRET | | TRÉS SECRET |
| TOP SECRET (SIGINT) | | TOP SECRET (SIGINT) |
| TRÊS SECRET (SIGINT) | | TRÉS SECRET (SIGINT) |
| TB0/DCT 250 403/0004/401 | Society Classification Classification do a security | |
| TBS/SCT 350-103(2004/12) | Security Classification / Classification de sécurité | |

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| PART A (continued) / PARTIE A (suite) | -40-40015150-0014050-1-4 | | | u |
|--|---|----------------------------|----------------------|-------------------------|
| Will the supplier require access to PROTECTED a Le fournisseur aura-t-ll acces à des renseignement | | | CLASSIFIÉS? | ✓ No Yes Non Oul |
| If Yes, Indicate the level of sensitivity: Dans l'affirmative, Indiquer le niveau de sensibilité | | | | |
| 9. Will the supplier require access to extremely sens | tive INFOSEC Information or assets? | | | Ves Yes |
| Le fournisseur aura-t-il accès à des renseignemen | ts ou à des biens INFOSEC de natu | e extrêmement délica | ate? | Non Oul |
| Short Title(s) of material / Titre(s) abrégé(s) du ma Document Number / Numéro du document : | tériei : | | | |
| PART B - PERSONNEL (SUPPLIER) / PARTIE B - | | | | |
| 10. a) Personnel security screening level required / N | liveau de contrôle de la sécurité du p | ersonnel requis | | |
| RELIABILITY STATUS COTE DE FIABILITÉ | CONFIDENTIAL CONFIDENTIEL | SECRET SECRET | TOP SECR TRÉS SEC | |
| TOP SECRET - SIGINT TRÉS SECRET - SIGINT | NATO CONFIDENTIAL NATO CONFIDENTIEL | NATO SECRET NATO SECRET | | OP SECRET RÉS SECRET |
| SITE ACCESS ACCÉS AUX EMPLACEMENTS | | | | |
| Special comments: | | | | |
| Commentaires spéciaux : | | | | |
| | | | | |
| | are identified, a Security Classification le contrôle de sécurité sont requis, u | | | fourni. |
| 10. b) May unscreened personnel be used for portion Du personnel sans autorisation sécuritaire per | | all? | | V No Yes Non Oul |
| If Yes, will unscreened personnel be escorted | | an: | | No Yes |
| Dans l'affirmative, le personnel en question se | | | | Non Oul |
| PART C - SAFEGUARDS (SUPPLIER) / PARTIE C | | JRNISSEUR) | | |
| INFORMATION / ASSETS / RENSEIGNEMEN | TS / BIENS | | | |
| 11. a) Will the supplier be required to receive and st | re PROTECTED and/or CLASSIFIE | Oinformation or asse | ts on its site or | No Yes |
| premises? | dennes e e e e e e e e e e e e e e e e e | ete au das blans DD/ | TEOE Mari | Non LOui |
| Le fournisseur sera-t-il tenu de recevoir et d'e CLASSIFIÉS? | ilieposei sui piace des renseigneme | nis ou des biens PRO | JIEGES EUUU | |
| 11. b) Will the supplier be required to safequard COI | ASEC Information or assets? | | | No ☐Yes |
| Le fournisseur sera-t-il tenu de protéger des r | | C? | | V NonOul |
| PRODUCTION | | | | |
| | | | | |
| 11. c) Will the production (manufacture, and/or repair a occur at the supplier's site or premises? | nd/or modification) of PROTECTED ar | d/or CLASSIFIED ma | terial or equipment | No Yes |
| Les Installations du foumisseur serviront-elles à | a production (fabrication et/ou réparat | on et/ou modification) | de matériel PROTÉGÉ | V NonOul |
| et/ou CLASSIFIÉ? | | | | |
| INFORMATION TECHNOLOGY (IT) MEDIA / SU | PPORT RELATIF À LA TECHNOLOG | IE DE L'INFORMATI | ON (TI) | |
| | | | | |
| 11. d) Will the supplier be required to use its IT system information or data? | to electronically process, produce or | tore PROTECTED ar | nd/or CLASSIFIED | No Yes |
| Le fournisseur sera-t-il tenu d'utiliser ses propre | | roduire ou stocker éle | ctroniquement des | |
| renseignements ou des données PROTÉGÉS e | VOU CLASSIFIES? | | | |
| 11. e) Will there be an electronic link between the supp | | | | ✓ No Yes |
| Disposera-t-on d'un lien électronique entre le sy gouvernementale? | stème informatique du fournisseur et o | elul du ministère ou de | ragence | V Non □Oul |
| | | | | |
| TBS/SCT 350-103(2004/12) | Security Classification / Classifica | ion de sécurité | | |
| | Unclassified | | | Canadä |

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nent Gouvernement du Canada

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| PART C - (continue | 1) [| PAR | ш | C - (suite) | | | | | | | | | | | | |
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| site(s) or premise | s | | | - | | • | | | | | | | - | | | |
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| niveaux de sauvegarde requis aux instaliations du fournisseur. | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| For users comple | | | | | | | | | | | | | | | | |
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| dans le tableau re | cap | ottula | tir. | | | | | | | | | | | | | |
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ANNEX "D" EVALUATION CRITERIA

Mandatory Requirements

Proposals submitted for this requirement must clearly demonstrate that the Bidder meets all of the Mandatory Criteria. Failure to demonstrate this will result in the Proposal being deemed NON-COMPLIANT and given no further consideration.

The Bidder should include the following tables in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criterion has been met.

<u>For the Bidder's examples and for each of the proposed resources</u>, project experience is to be used to demonstrate compliancy and must include the following information:

- The client organization;
- The dates/duration of the project (MM/YY to MMYY) format
- A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resources;
- A description of the activities performed by the proposed resources; and,
- The name and contact information of the client Project Authority.

| No. | Mandatory Criteria | Meets Criteria (√) | Please Cross Reference to Specific pages in your Proposal [COMPLETED BY BIDDER] |
|------------|---|--------------------------|---|
| M1 | Bidder <u>must</u> provide with their bid a valid Workers Compensation Board (WCB) Clearance Letter. | | |
| M 2 | Bidder must demonstrate at least two (2) years' experience in the field of commercial cleaning/janitorial service. • The client organization; • The dates/duration of the project (MM/YY to MMYY) format • A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resources; • A description of the activities performed by the proposed resources; and, • The name and contact information of the client Project Authority. | | |
| М3 | The bidder <u>must</u> demonstrate that the proposed resources have a valid RELIABILITY STATUS granted by the Canadian and International Industrial Security Directorate (CISD) of Public Work and Government Services Canada (PWGSC) for access to DFO premises. The supplier must provide for each proposed resource: 1. Name; | | |

| No. | Mandatory Criteria | Meets Criteria (√) | Please Cross Reference to Specific pages in your Proposal [COMPLETED BY BIDDER] |
|-----|--|--------------------------|---|
| | 2. Date of birth;3. PWGSC file or certificate #;4. Security level. | | |
| M4 | The bidder <u>must</u> demonstrate they hold a valid Designated Organization Screening (DOS) level issued by the Canadian and International Industrial Security Directorate (CISD) of Public Work and Government Services Canada (PWGSC) for access to DFO premises. | | |
| | The bidder must provide their PWGSC file number or Certificate #. | | |

Work Experience - Table 1

| Company Name | Start Date Month & Year | End Date Month & Year | Facility Work Carried Out | Description of Work Tasks |
|-------------------------------|----------------------------|--------------------------|------------------------------|--|
| Example – Star Cleaning | April 1990 | June 2010 | Alcatraz | Interior cleaning, including floors (washing/waxing), windows, |
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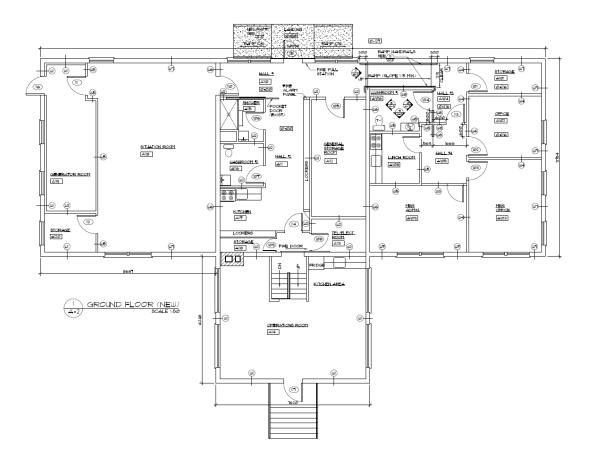
Resource Personnel - Table 2

| Proposed Resource | Start Date Month & Year | End Date Month & Year | Employer at the Time | Facility Work Carried Out | Description of Work Tasks |
|-------------------------|-------------------------------|-----------------------------|----------------------|------------------------------|---|
| Example Mary Jane | April 2000 | June 2010 | Star Cleaning | Alcatraz | Interior cleaning, including floors (washing/waxing), windows, |
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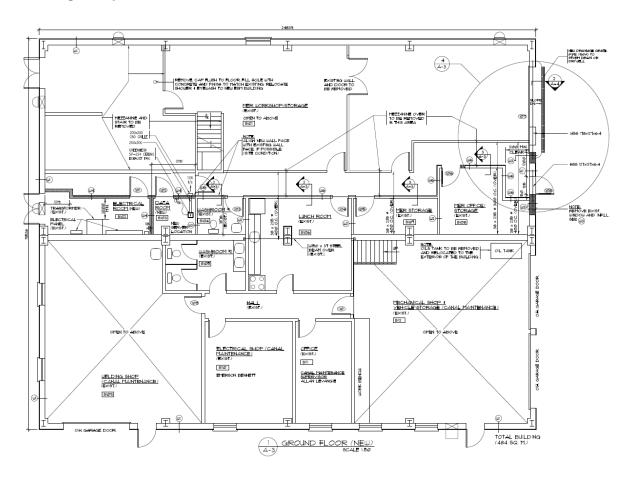
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ANNEX "E " BUILDING FLOORPLANS

1. Administration Building Floorplan



2. Main Building Floorplan



ANNEX "F" **INSURANCE CONDITIONS**

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Fisheries and Oceans Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but

for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to 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.