



**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](mailto: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).

Title / Titre Janitorial Services at Port aux Basques MCTS Centre in Port aux Basques, NL		Date April 11, 2024
Solicitation No. / N° de l'invitation 30005177		
Client Reference No. / No. de référence du client(e) 30005177		
Solicitation Closes / L'invitation prend fin At / à : 2:00 PM / 14 h 00 EDT (Eastern Daylight Time) / HAE (Heure Avancée de l'Est) On / le : May 6, 2024 / 6 mai 2024		
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus	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 : Lana Hunt / Contracting Specialist Email / Courriel: DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca and c.c.: lane.hunt@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. de téléphone	Facsimile No. / No. de télécopieur	
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:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
2. Before access to sensitive information is provided to the Bidder, the following conditions must be met:
 - (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 [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2 Statement of Work

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

1.3 Procurement Strategy for Indigenous Business

1.3.1 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.

1.4 Debriefings

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



1.5 Trade Agreements

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **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 Newfoundland and Labrador.

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 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 **312 Grand Bay West Road, Grand Bay East, NL, A0N 1K0**, on **April 23, 2024**. The site visit will begin at **8:30 am EDT**.

Bidders are requested to communicate with the Contracting Authority no later than **April 17, 2024 at 2:00 pm EDT** 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.

2.6 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 \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact 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.

2.7 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.



2.8 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.

Completeness of the Bid Checklist

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

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 contract.
	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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit **all** 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 II: Financial Bid (one soft copy in PDF format)
Section III: Certifications (one soft copy in PDF format)

Important Note:

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

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

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

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

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

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

3.1.2 SACC Manual Clauses

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the "technical" and "financial" evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to annex "D"

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid.

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection - Mandatory Technical Criteria

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



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and 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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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 [requirements of the Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) 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 Personnel Identification Form (PIF)

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

5.2.4.2 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.

5.2.4.3 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.4.4 Supplementary Contractor Information

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

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

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

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

- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or



if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

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

5.2.5 Former Public Servant

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

Definitions

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

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

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

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



Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

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

Signature

Print Name of Signatory



ATTACHMENT 1 TO PART 5 PERSONNEL IDENTIFICATION FORM

Contract / file number: _____

PROJECT TITLE:

Company Name:	
Address:	
Telephone number:	
Fax number:	
PWGSC file or Certificate #:	

Professional Services (Add second page if more space needed, please print clearly)

Resource Person working on this project	Date of birth YYYY/MM/DD	PWGSC file or certificate #	Security Level	Meet	Does not Meet	Comments

Contractor's Authorized Signatory : _____ **Date:** _____

(For Official Use)

Company Clearance	Required	Security Level	Meet / Does not Meet / Comments (Official Use Only)
Designated Organization Screening			
Facility Security Clearance			
Document Safeguarding Capability			

**For Use at Fisheries and Oceans Canada
Authorization of Contracting Security Authority**

- I approve
- I do not approve based on:

Contracting Security Authority: _____

Date: _____



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

Requirements

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

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

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

List of names for [integrity verification form](#)



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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

6.1.1.1 Security Clauses #2 - Access to PROTECTED A information/assets at DFO site(s)

- The supplier and its personnel who require access to PROTECTED information/assets must each hold and maintain a valid **RELIABILITY STATUS** issued by Canada and approved by Fisheries and Oceans Canada.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of Fisheries and Oceans Canada (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).
- The supplier must comply with any other security requirements set by Fisheries and Oceans Canada that are contained in this contract or arrangement and any security attachment.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

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

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** (2022-12-01), General Conditions - Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010C 10 (2022-12-01) Invoice submission
Insert: **Invoice submission**



1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: Kimberley.Russell@dfo-mpo.gc.ca. 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);
 - i. 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
 - l. 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

- 6.3.2.1 [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 Contract

6.4.1 Period of the Contract

The period of the Contract is from July 1, 2024 to June 30, 2026 inclusive.



6.4.2 Option to Extend the Contract

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

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lana Hunt
 Title: Contracting Specialist
 Department: Fisheries and Oceans Canada
 Directorate: Materiel and Procurement Services
 Address: 200 – 401 Burrard Street
 Vancouver, BC V6C 3L6

Telephone: 604-355-0314
 E-mail address: Lana.Hunt@dfo-mpo.gc.ca

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

6.5.2 Project Authority *(to be inserted at Contract award)*

The Project Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

 Telephone: _____
 E-mail address: _____

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



6.5.3 Contractor's Representative *(to be 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 in Annex "B", to a limitation of expenditure of \$_____ *(to be inserted at Contract award)*. Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

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

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



6.7.3 Methods of Payment

6.7.3.1 Monthly Payment

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

6.7.4 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department

6.7.5 Electronic Payment of Invoices – Contract

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

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

6.8 Invoicing Instructions

6.8.1 The Contractor must submit invoices in accordance with subsection 6.3.1.2 entitled “Invoice Submission” above along with the monthly maintenance reports described in the Statement of Work of the Contract.

6.8.2 Invoices cannot be submitted until all work identified in the invoice is completed and that all maintenance service reports related to the Work identified in the invoice have been received by the Project Authority.

6.8.3 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: Kimberley.Russell@dfo-mpo.gc.ca . 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

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

6.10 Applicable Laws

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



6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4013](#) (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules;
- (c) the general conditions [2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Mandatory Technical Criteria;
- (h) Annex E, Insurance Conditions; and
- (i) the Contractor's bid dated _____ (To be inserted at the time of contract award), as clarified on _____.

6.12 Insurance - Specific Requirements

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

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

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

6.13 SACC Manual Clauses

SACC *Manual* clause [A9068C](#) (2010-01-11), Government Site Regulations

6.14 Dispute Resolution

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



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

6.15 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:

Port Aux Basques Marine Communication and Traffic Services (MCTS) Operations Building Janitorial Services

2.0 Contract Period & Hours of Work:

The Contractor must provide janitorial services as outlined every day of the calendar year unless otherwise stated.

Contract to commence on July 1, 2024 and end on June 30, 2026 with options to extend the contract for up to two (2) additional one (1) year periods under the same conditions.

3.0 Location of Work:

312 Grand Bay West Road, Grand Bay East, NL, A0N 1K0
Geographical Coordinates: Latitude = 47.58564, Longitude = -59.19033

Facility:

The two level building is 948 m² (10,211.93 ft²). The first floor is 600.37 m² (6462.32 ft²). The second floor is 348.35 m² (3749.61 ft²). The building houses approximately 18 employees. Floor plans are on Appendix "D" and Appendix "E".

4.0 Objective:

The objective is to have a qualified Contractor provide janitorial services and supplies at the Port Aux Basques MCTS Operations facility as described above.

5.0 Definitions:

For this purpose of this statement of work (SOW), the following terms must be used:

1. The **Department** is considered to be D.F.O., as represented by a duly appointed official of the Department, to be made known to the Contractor.
2. The **Contractor** is considered the successful bidder, including any and all persons employed by the Contractor for the satisfactory completion of the Work and all terms binding on the Contractor must be considered binding on his employees.
3. The **Work** is considered to be the supply of janitorial services and supplies for the Port aux Basques MCTS Center, Port aux Basques, NL, as further outlined in this Scope of Work.
4. The **Real Property Technical Authority (TA)** refers to that individual representing the responsibility officer, and charged with the responsibility for the inspection and laying out of the Work. He/she must be the contact person between the Department and the Contractor, all correspondence between these parties must be made through the TA.
5. Where the work required is referred to as **Daily**, the Contractor must provide janitorial services as outlined every day of the calendar year unless otherwise stated. Unless specifically arranged in advance with the **TA or their designate**, all janitorial services must be performed on a consistent time frame between 08:00 – 16:00 hours. The time frame schedule must be submitted to the **TA or their designate** for approval.



6. Where the work required is referred to as **Weekly**, the Contractor must provide janitorial services as outlined which includes all **Daily** janitorial services. A week is referred to as a (7) seven day period starting at 00:01 hrs. Monday and ending at 24:00 hrs. on Sunday.
7. Where the work required is referred to as **Monthly**, the Contractor must provide janitorial services as outlined which includes all **Daily** janitorial services. A month is referred to as any calendar month within any calendar year.
8. Where the work required is referred to as **Quarterly**, the Contractor must provide janitorial services as outlined which includes all **Daily** janitorial services. A quarterly is referred to as any (3) three consecutive months within a calendar year starting with the first day of the month.
9. Where the work required is referred to as **Semi-Annually**, the Contractor must provide janitorial services as outlined. A semi-annually janitorial service is referred to as any (6) six consecutive months within a calendar year starting with the first day of the month.
10. Where the work required is referred to as **Winter Months** denotes October to May inclusive, **Summer Months** denotes June to September inclusive.
11. Where instructions reads **spot clean, dust, or clean and polish**, denotes all janitorial services must be performed up to heights of (8) **eight feet above ground floor level**.
12. Where instructions reads **tiled floors**, all janitorial services must include sheet vinyl, resilient tile, terrazzo tile, and ceramic tile.
13. Where instructions reads **carpets**, all janitorial services must include carpet mats and permanent laid carpet.

6.0 Materials & Equipment:

All equipment and supplies required for the discharge of janitorial services as set forth in this Scope of Work must be supplied by the Contractor, with the exception of owner supplied menstrual products. Any cost incurred for the procurement and operation of all such equipment and supplies must be included in the bid price, with the exception of owner supplied menstrual products.

1. The Contractor must provide materials of a disposable nature necessary for the maintenance of a hygienic and neat workplace. The Contractor must provide in sufficient quantities to satisfactorily carry out the Work:
 - (a) Toilet tissue must be of the roll type as follows:
 - T-Pull 2 ply Grade A, Size 2 3/8"x 1125' (or equivalent)
 - (b) Paper hand towel must be of the roll type as follows:
 - A-Tork 2-ply, size 10"x 965' (or equivalent)
 - M-Tork 1-ply, size 9" x 984' (or equivalent)
 - (c) Liquid Tender Care Hand Soap
 - (d) Deodorant blocks (4oz per block)
 - (e) Waste paper basket liners must be as follows:
 - Garbage Bags – size 20"x 22" (Minimum 1.25 mil.)
 - Garbage Bags – size 30"x 38" (Minimum 2 mil.)
 - Garbage Bags – size 35"x 50" (Minimum 2 mil.)
 - (f) Refuse container liners
 - (g) Sanitary napkins disposable liners.

Note: For the purpose of this contract disposable liners are not considered to be owner supplied menstrual products and are to be supplied by the Contractor.



- (h) Battery operated air fresheners
- (i) Dispensers for hand towels and toilet tissue must be as follows:
 - A-Tork or equivalent
 - M-Tork or equivalent
 - T-Box or equivalent

NOTE: All products to fit existing dispensers on site. All materials supplied by the Contractor are considered to be included in the bid price.

2. The Contractor must ensure that sufficient materials are in their possession to satisfactorily carry out the Work.
3. Only first quality materials are to be used and it is the Contractor's sole responsibility to ensure that all such products are completely suitable for and/or compatible with the service for which they are intended.
4. One area has been designated for storage of equipment and supplies for the duration of the Contract. This storage area is located on the first floor in Room # 130 and the second floor in Room #205. This area is at the disposal of the Contractor and must be maintained in a tidy manner at all times, as approved by TA. The Contractor must store owner supplied menstrual products in these designated storage areas. No refuse is to be stored in this area. The storage area is to be cleaned thoroughly and will be inspected by the TA during the contract period.
5. All equipment provided by the Contractor must be specifically designed and intended for the task for which it is used, and must be in safe and satisfactory opening condition.

7.0 Execution:

Execution should be coordinated with area supervisors to minimize disruption to work. Extra care must be exercised to prevent damage to equipment in all areas.

1. **FIRST LEVEL: Vestibule #100, Stair 1 #127.**
 - (a) **Daily:** Sweep and damp mop floors; dust using a dust control method all horizontal and vertical surfaces; spot clean walls, partitions, window ledges, moldings, baseboards, heaters, fire extinguishers, and emergency lights; clean and polish stainless steel sink and fountain; clean all glass as per Sections 8.7(b) and 8.7(c); clean all fixtures such as clocks, telephones, trays, light switches, door knobs etc. with a cleaner approved by TA. Extra attention to frequent touch points should be considered for heavily used common spaces.
 - (b) **Weekly:** Sweep and wash floors (semi-weekly during winter months) with a warm water and non-alkaline cleaning solution.
 - (c) **Monthly:** Apply one (1) coat of non-yellowing wax and buff vinyl tile landings.
 - (d) **Quarterly:** Scrub all tiled floors, strip old wax, rinse with clean, clear water, apply two (2) coats of non-yellowing floor sealer: apply two (2) coats of non-yellowing wax; buff between coats. Scrub remaining floors and apply one (1) coat of non-yellowing floor sealer. Remove access screen and clean holding pan.
2. **FIRST LEVEL: Lobby #101, Reception #102, Corridor #103, Shared Equip. #104, E&I Heated Storage #105, LAN Room #106, E&I Electronics Room #107, Stair 2 #108, Mock-up Space #109, Workspace (Dirty) #110, MCTS Storage #111, Corridor #112, Vestibule #113, E&I Clean Workshop #114, Workstation 1 #115, Workstation 2 #116, Personal Storage Area #117, Workstation 3 #118, Workstation 4 #118A, Soldering Station #119, INNAV Tech/ AUTOCAD #120, Storage #121, Generator Room #122, Electrical Room**



#123, Kitchen #124, Water Entry #125, Recycling #126, Corridor #128, Corridor #128A, , Elevator #132.

- (a) **Daily:** Sweep and damp mop floors; dust using an approved dust control method all horizontal and vertical surfaces; clean and polish all stainless steel sinks and fountains; clean all glass as per section 8.7(b) and 8.7(c); remove refuse and replace waste paper basket liners as required.
- (b) **Weekly:** Sweep and wash floors with warm water and non-alkaline detergent remove any marks or blemishes.
- (c) **Quarterly:** Scrub floors completely; rinse with warm water; apply one (1) coat of non-yellowing floor sealer. Vacuum clean all vertical blinds.

3. FIRST LEVEL: Universal Washrooms #129 & #131, Janitor's Room #130.

- (a) **Daily:** Sweep and wash floors with a non-alkaline detergent and warm water; remove refuse and replace refuse container liners; wash, disinfect and descale toilet bowls and urinals, and clean partitions; disinfect body contact points including faucets & taps, flush valves, hand soap dispensers, towel dispensers, refuse containers, door contact points; clean sinks and mirrors; clean all interior glass as per Section 8.7(b); dust using an approved dust control method shelves, exposed piping, waste receptacles; check and replenish all necessary toilet paper, hand towel, menstrual products, hand soap dispensers and deodorant blocks; wash and disinfect refuse containers; spot clean walls and doors with warm water and non-alkaline detergent. Clean and polish all stainless steel surfaces with an approved stainless steel cleaner. Extra attention to frequent touch points should be considered for heavily used common spaces.
- (b) **Monthly:** Sweep and wash floor, remove any marks or blemishes and buff tiled floors.
- (c) **Quarterly:** Scrub floors, rinse with clean, clear water, and apply two (2) coats of non-yellowing floor sealer.

4. SECOND LEVEL: MCTS Operations Room #209, Corridor #201, #213 & #214, MCTS Locker Room #215, Training Shared Boardroom/ Training #211, Elevator #217, Stairs #200 & #210

- (a) **Daily:** Vacuum floors; spot clean walls, partitions, window ledges, moldings, baseboards, heaters, fire extinguishers, and emergency lights; remove refuse and replace waste paper basket liners if necessary; clean all interior glass as per Section 8.7(b); dust using an approved dust control method all horizontal and vertical surfaces including office furniture, empty shelving, bookcases (do not remove books), chairs and leatherette upholstered furniture. Extra attention to frequent touch points should be considered for heavily used common spaces
- (b) **Weekly:** Clean and polish all furniture such as desks, chairs, tables, cabinets etc. with an approved cleaner; clean all fixtures such as clocks, telephones, trays, light switches, door knobs, etc. with a cleaner as approved by TA.
- (c) **Monthly:** Apply anti-static compound to carpeted floors as per manufacturer's instructions. Wash exterior surfaces of lockers.
- (d) **Quarterly:** Steam clean carpeted areas and apply anti-static compound as per manufacturer's instructions; vacuum clean all vertical blinds.

5. SECOND LEVEL: MCTS Debrief #206, MCTS Kitchen # 212

- (a) **Daily:** Vacuum floors; remove refuse and replace refuse container liners; clean with a damp cloth counter tops, cupboard doors, splash panels, table tops and chairs, tops of electric appliances and vending machines, and interior of microwave ovens, removing stains as necessary; clean all interior glass as per Section 8.7(b); spot clean walls, tables, chairs, etc. as necessary; remove and thoroughly clean drip pans on ranges and range hoods; wash and disinfect sinks and taps; dust using an approved dust control method all horizontal and vertical



surfaces. Extra attention to frequent touch points should be considered for heavily used common spaces.

6. **SECOND LEVEL: Universal Washrooms #207& #208, and Janitor's Room #205, Shower Room #216**

- (a) **Daily:** Sweep and wash floors with a non-alkaline detergent and warm water; remove refuse and replace refuse container liners; wash, disinfect and descale toilet bowls and urinals, and clean partitions; disinfect body contact points including faucets & taps, flush valves, hand soap dispensers, towel dispensers, refuse containers, door contact points; clean sinks and mirrors; clean all interior glass as per Section 8.7(b); dust using an approved dust control method shelves, exposed piping, waste receptacles; check and replenish all necessary toilet paper, hand towel, hand soap dispensers and deodorant blocks; wash and disinfect refuse containers; spot clean walls and doors with warm water and non-alkaline detergent. Clean and polish all stainless steel surfaces with an approved stainless steel cleaner. Extra attention to frequent touch points should be considered for heavily used common spaces
- (b) **Monthly:** Sweep and wash floor, remove any marks or blemishes and buff tiled floors.
- (c) **Quarterly:** Scrub floors, rinse with clean, clear water, and apply two (2) coats of non-yellowing floor sealer.

7. **MISCELLANEOUS:**

- (a) Refuse containers within the Building must be emptied daily and washed thoroughly once a month, except those in washrooms.
- (b) All accessible interior glass surfaces, including but not limited to glass doors, mirrors, glass panels in doors, partitions and the interior surfaces of structural windows must be cleaned and polished on a daily basis.
- (c) All accessible exterior surface of structural glass in main lobby and all exit doors throughout the building must be cleaned and polished on a daily basis.
- (d) Clean weekly all exterior ashtray's located outside the Building.
- (e) Sanitary bins will be located on the premises for disposal of garbage. The Contractor must remove all refuse from the Building at the end of each cleaning shift and dispose of it to nearest sanitary bin.
- (f) Clean and disinfect all interior and exterior parts of refrigerators on a quarterly basis.
- (g) Clean and disinfect all interior and exterior parts of microwaves on a daily basis.
- (h) The exterior surface and floor mats of all water cooler/fountains must be wash daily.

8.0 Constraints:

- 1. All detailed work must be completed within timelines noted in section 5.0 to comply with the safety of our tenants and the operation of the building.
- 2. All equipment provided by the Contractor must be specifically designed for commercial use. It must be in safe operating condition and intended for the task for which it is used. The **TA** has a right to reject unsafe or poor quality equipment.
- 3. A copy of Material Safety Data Sheets (**MSDS**) for all products used and stored must be submitted to the **TA** and a copy kept in the janitorial storage rooms. These products are subject to approval of **TA**, and the **TA** has the right to refuse certain products. Any damage resulting from the use or misuse of each material will be assessed against the Contractor.
- 4. A monthly time sheet, as known in Appendix "A" must be filled out and returned to **TA**.
- 5. A service sheet, as shown in Appendix "B" must be filled out and returned to **TA**.
- 6. A service sheet, as shown in Appendix "C" must be filled out and returned to **TA**.
- 7. Failure to provide time sheets, monthly service sheet, MSDS sheets, and personnel identification list; may result in contract payments being held until proper documentation are received.



8. 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.
9. Contractor is responsible to provide safety signs (e.g. **WET FLOOR, WAXED FLOOR**) where applicable, or upon request of **TA**.
10. Contractor is responsible to provide and make clearly visible, signs indicating (“**JANITORS WORKING INSIDE**”) when washrooms are being cleaned.
11. The **Contractor is required to identify and advise the TA of any health or safety concerns in performing the work and what measures are required to mitigate or eliminate these concerns.**

9.0 Departmental Support:

The TA will respond to Contractor requests as soon as possible.

10.0 Contractor Responsibilities:

Provide the following prior to commencement of work:

- Certificate of clearance from Workplace Health, Safety and Compensation Commission of Newfoundland and Labrador (Workplace NL).
- Proof of Liability Insurance (Minimum \$2,000,000.00).
- Site Specific Health & Safety Plan. This plan will include a hazard assessment of the work site, safe work methodology and safe work procedures, description of required PPE, site-specific emergency response plan, and compliance with federal and provincial requirements and industry standards related to health & safety. This plan must be submitted to the DFO TA for review prior to the commencement of work.
- Business HST Number
- The Contractor and/or their representatives will be responsible for their own health and safety while on site.
- DFO's review of the Site-Specific Health & Safety Plan, and comments made on the plan, must not be construed as an endorsement, approval or implied warranty of any kind by DFO and does not reduce the Contractor's overall health & safety responsibilities.

Note: Any Sub-Consultants or Contractors engaged by the prime Contractor are to conform to the documents noted above in addition to all applicable federal, provincial, and local by-laws/ regulations.

- The Contractor must report immediately, any problems to the TA so the appropriate action can be taken to ensure the work can be completed within the contract period.
- Notify TA of any work that does not comply with the project specifications and drawings and recommended action.
- The Contractor must submit to the departmental representative; names, picture identification, and addresses of all individuals who will be performing the work. The **TA** is to be notified of any changes in the list during the life of the Contract. DFO will require security clearance of all staff performing services prior to commencement of this contract.
- The Contractor will be required to carry valid picture/company identification when visiting or working on Departmental property.



APPENDIX "A"
DEPT OF FISHERIES & OCEANS
Port aux Basques MCTS Centre
MONTHLY REPORT

JANITORIAL TIME SHEET FORM
MONTH: _____

DAY	CLEANERS INITIAL	HOURS WORKED	TOTAL HOURS
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
EXAMPLE	AB + CD	6 + 6	12



APPENDIX "B"			
DEPT OF FISHERIES & OCEANS			
Port aux Basques MCTS Centre			
1 st Floor			
Monthly Report : Janitorial Service			
Monthly Wax Floor - MWF			
Quarterly Strip & Wax Floor - QSWF			
Quarterly Steam Clean Carpets - QSCC			
*Insert Date of Service After X			
AREA OF JANITORIAL SERVICE	MWF	QSWF	QSCC
First Floor Vestibule #100	x		
First Floor Lobby #101	x	x	x
First Floor Reception #102	x	x	x
First Floor Corridor #103	x		
First Floor Shared Equip. #104			
First Floor E&I Heated Storage #105			
First Floor LAN Room #106			
First Floor E&I Electronics & Equip. #107	x		
First Floor Stair 1 #108	x		
First Floor Mock-up Space #109	x		
First Floor Workspace (Dirty) #110	x		
First Floor MCTS Storage #111			
First Floor Corridor #112	x		
First Floor Vestibule #113	x		
First Floor E&I Clean Workshop #114	x		
First Floor Workstation 1 #115	x		
First Floor Workstation 2 #116	x		
First Floor Personal Storage Area #117			
First Floor Workstation 3 #118	x		
First Floor Workstation 4 #118A	x		
First Floor Soldering Station #119	x		
First Floor INNAV Tech/ Audio #120	x		
First Floor Storage #121			
First Floor Generator Room #122			
First Floor Electrical Room #123			
First Floor Kitchen #124	x	x	
First Floor Water Entry #125			
First Floor Recycling #126			
First Floor Stair 1 #127	x		
First Floor Corridor #128	x		
First Floor Corridor #128A	x		
First Floor Universal Washroom #129	x	x	
First Floor Janitor #130			
First Floor Universal Washroom #131	x	x	
First Floor Elevator #132			



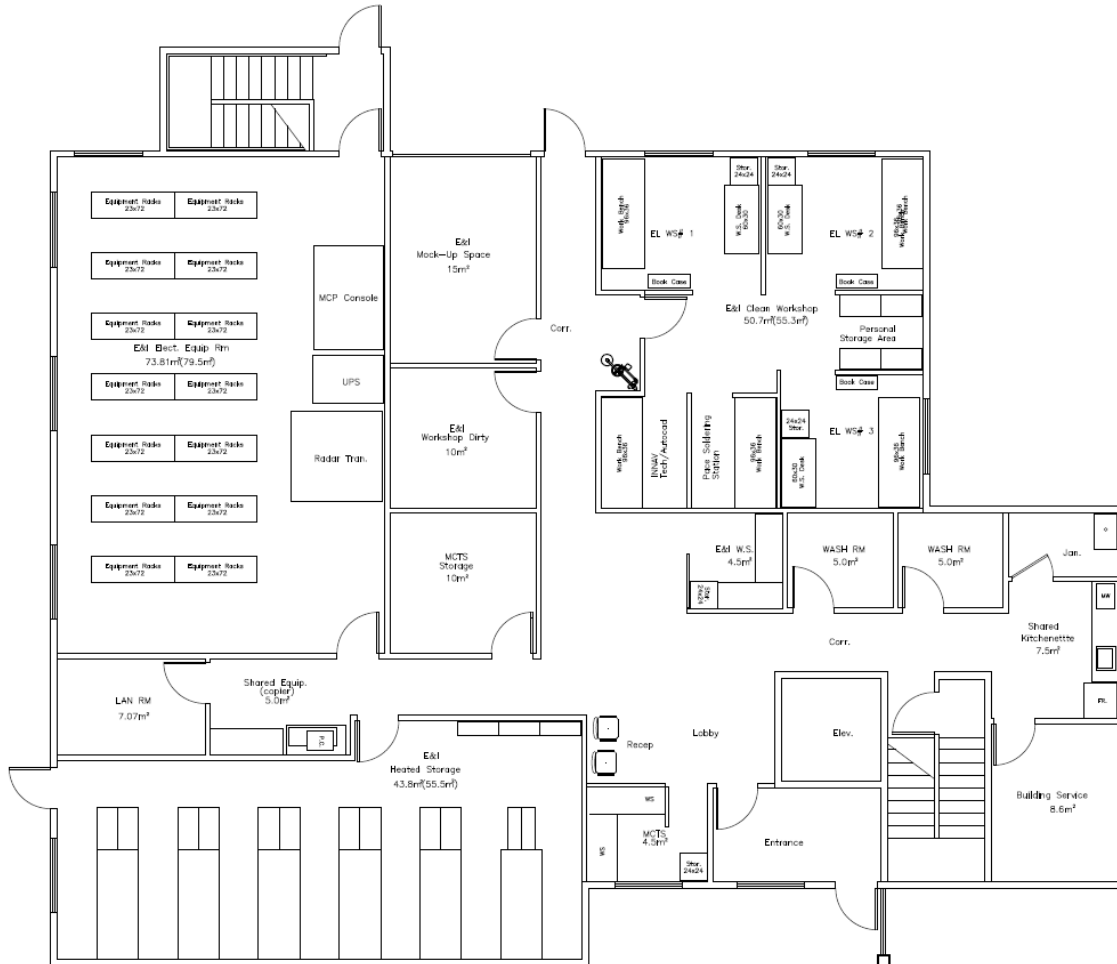
APPENDIX "B" DEPT OF FISHERIES & OCEANS Port aux Basques MCTS Centre 2 nd Floor Monthly Report - Janitorial Services Monthly Wax Floor - MWF Quarterly Strip and Wax Floor - QSWF Quarterly Steam Clean Carpets - QSCC *Insert Date of Service After X			
AREA OF JANITORIAL SERVICE	MWF	QSWF	QSCC
Second Floor Stair #200	x		
Second Floor Corridor #201	x	x	x
Second Floor Lobby #202	x	x	x
Second Floor Mechanical Room #203			
Second Floor MCTS Office #204	x		
Second Floor Janitor #205			
Second Floor MCTS Debrief #206	x		
Second Floor Universal Washroom #207	x	x	
Second Floor Universal Washroom #208	x	x	
Second Floor MCTS Operations Room #209	x	x	
Second Floor Stair 2 #210	x		
Second Floor Shared Boardroom/ Training #211	x		
Second Floor MCTS Kitchen #212	x	x	
Second Floor Corridor #213	x		
Second Floor Corridor #214	x		
Second Floor MCTS Locker Room #215	x		
Second Floor Shower Room #216	x		
Second Floor Elevator #217			



APPENDIX "C"	
DEPT OF FISHERIES & OCEANS	
Port aux Basques MCTS Centre	
APPLIANCE QUARTERLY REPORT	
Quarterly Clean Interior and Exterior - QCIE	
Date: _____	
AREA OF JANITORIAL SERVICE	QCIE
First Floor Kitchen Refrigerator	x
First Floor Kitchen Range	x
Second Floor Kitchen Refrigerator	x
Second Floor Kitchen Range	x

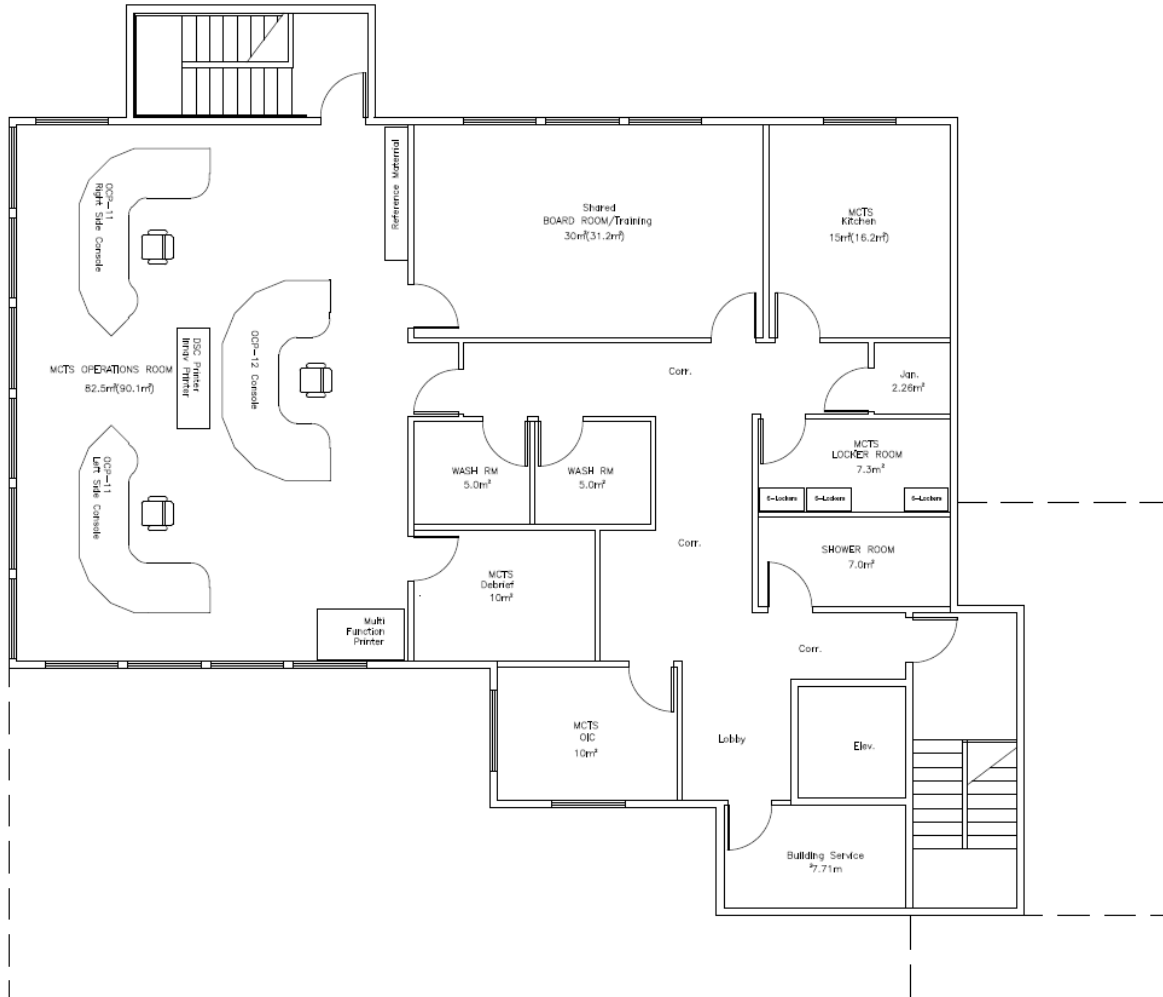


APPENDIX "D" FIRST FLOOR PLAN





APPENDIX "E" SECOND FLOOR PLAN





ANNEX "B"
BASIS OF PAYMENT

The Bidder's prices must be submitted based on the firm per monthly rate described below. The rate must be stated per month and not include GST/HST. Overhead and profit are to be included in the firm per monthly rates. FOB destination, Canadian customs duties and excise taxes included.

A. Initial Period of Contract: July 1, 2024 to June 30, 2025

Description	No. of Months	Monthly Rate	Total (A x B)
	(A)	(B)	(C)
Provide labour, material and equipment to perform Janitorial Services for Port Aux Basques MCTS Building located in Port Aux Basque, NL, as per the statement of work.	24	\$	\$
Total Evaluated Price Initial Year			\$

B. Option Year #1 - Period of Contract: July 1, 2025 to June 30, 2026

Description	No. of Months	Monthly Rate	Total (A x B)
	(A)	(B)	(C)
Provide labour, material and equipment to perform Janitorial Services for Port Aux Basques MCTS Building located in Port Aux Basque, NL, as per the statement of work.	12	\$	\$
Total Evaluated Price Option Year 1			\$



C. Option Year #2 - Period of Contract: July 1, 2026 to June 30, 2027

Description	No. of Months	Monthly Rate	Total (A x B)
	(A)	(B)	(C)
Provide labour, material and equipment to perform Janitorial Services for Port Aux Basques MCTS Building located in Port Aux Basque, NL, as per the statement of work.	12	\$	\$
Total Evaluated Price Option Year 2			\$

Total Evaluated Bid Price (*Initial Year + Option Year 1 + Option Year 2*) = \$ _____



ANNEX "C"
SECURITY REQUIREMENTS CHECK LIST

(SEE NEXT PAGE)



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat F6879-234112
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Department of Fisheries and Oceans	2. Branch or Directorate / Direction générale ou Direction Real Property Safety and Security	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail Cleaning at the New and Old MCTS bases in Port aux Basques		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required - Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat F6879-234112
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCES AUX EMBLEMES			

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

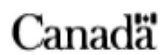
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat F6879-234112
Security Classification / Classification de sécurité

PART C (continued) / PARTIE C (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉE			NATO				COMSEC					
	A	B	C	Confidential / Confidentiel	Secret	Top Secret / Très Secret	NATO Restricted / NATO Diffusion Restreinte	NATO Confidential / NATO Confidentiel	NATO Secret	COSMIC Top Secret / COSMIC Très Secret	Protected / Protégé			Confidential / Confidentiel	Secret	Top Secret / Très Secret
											A	B	C			
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉ et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.
12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité
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ANNEX "D"
MANDATORY TECHNICAL CRITERIA

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Bidders are to cross reference the page of their bid proposal where the information can be found.

Mandatory Requirements		Meets (Yes or No)	Proposal Page No.
M1	Bidder must provide a WorkplaceNL Clearance Letter that is valid at time of bid submission.		
M2	The Bidder must demonstrate using cleaning project descriptions that they have a minimum of three years' experience providing Janitorial Services:" The Bidder must provide the following information for at least three (3) projects to clearly demonstrate that it meets this criterion: a) The name of the client organization; b) The roles and responsibilities of the cleaning team; c) The start and end date of the cleaning projects (month/year to month/year) d) Name, current telephone number and title of client or authorized representative who can validate the bidder's claim.		
M3	The Bidder must provide proof that the proposed resource(s) personnel have at least 1 years' experience in the field of janitorial services. For each proposed resource personnel, provide a copy of their resumé and three (3) references.		
M4	Bidder must include a copy of Business License that is valid at time of bid submission.		
M5	The Bidder must provide training certificates confirming that the proposed resource(s) personnel have up to date WHMIS training.		
M6	The Bidder must provide proof of valid Liability Insurance.		



ANNEX "E" 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.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. 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.