Canada

Solicitation No. – Nº de l'invitation : 30000348

# **RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des soumissions

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

Email / Courriel :DFOtenderssoumissionsMPO@dfo-mpo.gc.ca Be

# **REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

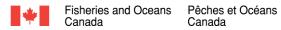
We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : Pêches et Océans Canada

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

Title / Titre Janitorial Services	– Canadian C	coast	Date			
Guard Southside B	Base Facility		April 18, 2023			
Solicitation No. / Nº 30000348	Solicitation No. / Nº de l'invitation 30000348					
Client Reference No 30000348	o. / No. de réfé	rence du	client(e)			
Solicitation Closes	/ L'invitation p	rend fin				
<b>At /à:</b> 14 :00						
EDT (Eastern Dayligh	ht Time) / HAE	(Heure A	vancée de l'Est)			
On / le: May 12, 202	3					
F.O.B. / F.A.B. Destination	Taxes See herein — inclus	Voir ci-	Duty / Droits See herein — Voir ci-inclus			
services	Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus					
Instructions See herein — Voir ci	Instructions See herein — Voir ci-inclus					
Address Inquiries to: Adresser toute demande de renseignements à: Beverly Shawana, Contracting Officer (consultant)						
Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca c.c. Beverly.shawana@dfo-mpo.gc.ca						
Delivery Required / Livraison exigée Delivery Offered / Livraison proposée						

Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée				
Vendor Name, Address and Re adresse et représentant du fou	presentative / Nom du vendeur, rnisseur/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)					
or print) / Nom et titre de la per	sonne autorisée à signer au nom du				



# **TABLE OF CONTENTS**

PART	1 - GENERAL INFORMATION	3
1.1 1.2	SECURITY REQUIREMENTS	
1.3	MANDATORY SITE VISIT	
1.4 1.5	DEBRIEFINGSTRADE AGREEMENTS	
PART	2 - BIDDER INSTRUCTIONS	
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	
2.2	SUBMISSION OF BIDS	
2.3 2.4	ENQUIRIES - BID SOLICITATION	
2.5	BID CHALLENGE AND RECOURSE MECHANISMS	
PART	3 - BID PREPARATION INSTRUCTIONS	7
3.1	BID PREPARATION INSTRUCTIONS	
PART	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1	EVALUATION PROCEDURES	10
4.2	Basis of Selection	
PART	5 - CERTIFICATIONS	11
5.1	CERTIFICATIONS REQUIRED WITH THE BID	11
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	11
PART	6 - RESULTING CONTRACT CLAUSES	17
6.1	SECURITY REQUIREMENTS	
6.2	STATEMENT OF WORK	
6.3 6.4	STANDARD CLAUSES AND CONDITIONS	
6.5	AUTHORITIES	
6.6	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS (IF APPLICABLE)	
6.7	Payment	20
6.8	CERTIFICATIONS AND ADDITIONAL INFORMATION	
6.9	APPLICABLE LAWS	
6.10 6.11	PRIORITY OF DOCUMENTSFOREIGN NATIONALS (CANADIAN CONTRACTOR) OR (FOREIGN CONTRACTOR)	
6.12	INSURANCE - SPECIFIC REQUIREMENTS	
6.13	DISPUTE RESOLUTION	22
6.14	SACC MANUAL CLAUSES	
ANNE	X "A " STATEMENT OF WORK	24
ANNE	X "B"_BASIS OF PAYMENT	35
ANNE	X "C"_SECURITY REQUIREMENTS CHECK LIST	37
ANNE	X "D" INSURANCE CONDITIONS	40
ANNE	X "F" FVALUATION CRITERIA	42

### **PART 1 - GENERAL INFORMATION**

# 1.1 Security Requirements

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

### 1.2 Statement of Work

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

# 1.3 Mandatory Site Visit

- i. It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held at 280 Southside Road, St. John's NL on **Wednesday April 26**, 2023. The site visit will begin at 14h:00 Newfoundland Daylight Time (NDT).
- ii. Bidders must communicate with the Contracting Authority **no later than 14h:00 NDT on Tuesday April 25, 2023** to confirm attendance and provide the names of the person(s) who will attend the mandatory site visit and provide the following information:
  - Business name
  - Business address
  - Business phone number
  - Bidder's representative name(s), with email address and phone number
- iii. Bidders who do not confirm attendance and provide the name(s) of the person(s) who will attend, will not be allowed access to the site.
- iv. The representative of the Bidder will be required to sign a Department of Fisheries and Oceans attendance form at the mandatory site visit. Bidders must confirm in their bid submission that their firm's representative has attended the site visit. Bids submitted by Bidders who have not signed the attendance sheet will not be accepted. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant.
- v. Bidders must note that **all questions must be sent, by email, to the attention of the Contracting Officer**. DFO delegate(s) on site <u>are not authorized to take and/or respond to any</u>

<u>questions</u> received from potential bidders on site visits. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

# 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-Peru Free Trade Agreement (CPFTA), World Trade Organization-Agreement on Government Procurement (WTO-AGP), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada - Ukraine Free Trade Agreement (CUFTA), Canada - European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), 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-andguidelines/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 (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 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.

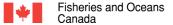
### 2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

#### 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, Canada.

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

# 2.5 Bid Challenge and Recourse Mechanisms

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

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 3.1 **Bid Preparation Instructions**

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

# **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:

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

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:

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

#### **Financial Bid** Section II:

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

#### 3.1.2 **SACC Manual Clauses**

#### Section III: Certifications

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

# 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.

The Contractor will be paid for the actual hours worked at the firm hourly rates detailed below.

### 1. Initial Contract Period:

	April 30, 2024				
Location of Janitorial Services	Quantity (Hours) (A)	Number of Resources (B)	All-inclusive Hourly Rate (C)	Total ( A x B X C ) =  (D)	
Locations 5 days per week  Buoy Maintenance Facility  Small Vessel Repair (SVR) and Carpentry Shop Office Trailer Site Security Trailer	1800	2	\$	\$	
Location 2 days per weekend  • Site Security Trailer	720	1	\$	\$	
Location 2 days per week (Tuesday and Thursday)  Old Boat Shed	720	1	\$	\$	
Extra Tasks to be completed: Semi Annual Strip/Wax Floors	45	1	\$	\$	
		1	TOTAL	\$	

# 2. Option Year #1 - Period:

Location of Janitorial Services	Quantity (Hours) (A)	Number of Resources (B)	All-inclusive Hourly Rate (C)	Total ( A x B X C ) = (D)
Locations 5 days per week  Buoy Maintenance Facility  Small Vessel Repair (SVR) and Carpentry Shop  Office Trailer  Site Security Trailer	1800	2	\$	\$
ocation 2 days per weekend  • Site Security Trailer	720	1	\$	\$
ocation 2 days per week Tuesday andThursday)  Old Boat Shed	720	1	\$	\$
Extra Tasks to be completed: Semi Annual Strip/Wax Floors	45	1	\$	\$
			TOTAL	\$

# 3. Total Estimated Cost

1. Total Price Initial Contract Period (Sum of Column D)	\$
2. Total Price Option Period 1 (Sum of Column D)	\$
3. Sum of Total Price Initial Contract Period and Option Period 1	\$
4. HST (13%) (on Total Sum of #3)	\$
5. Total Estimated Cost (Sum of #3 and #4)	\$

# 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 mandatory technical criterion and the 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 "E", Evaluation Criteria.

#### 4.1.2 **Financial Evaluation**

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

Refer to Attachment 1 to Part 3, Pricing Schedule.

#### 4.2 **Basis of Selection**

#### 4.2.1 **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 website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

#### 5.1.2 **Mandatory Site Visit Certification**

By submitting a bid, the Bidder certifies that the Bidder or the Bidder's representative has attended the mandatory site visit.

#### 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/ciif/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

# Security Requirements - Required Documentation

In accordance with the requirements of the Contract Security Program 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

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

### 5.2.4.2 Personnel Identification Form (PIF)

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

# 5.2.4.3 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.

## 5.2.4.4 Contractor's Representative

Name:		
Title:	 	
Address:	 	
Telephone:	 	
Facsimile:	 	
F₌mail·		

The Contractor's Representative for the Contract is:

# **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:

The legal name of the entity or individual, as applicable (the name associated with the a) 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;
- an individual who has incorporated;
- 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</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u>

<u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

# Former Public Servant in Receipt of a Pension

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

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

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

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

# **Work Force Adjustment Directive**

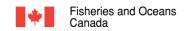
Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

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 numb	oer:	30000348		
PROJECT TITLE: Jan	itorial Services -	– Canadian	Coast Gua	rd Southsic	le Base Fa	cility	
Company Name:							
Address:							
Telephone number:							
Fax number:							
PWGSC file or Certificate #:							
Professional Service	<b>s</b> (Add second p	age if more	space nee	ded, please	e print clea	rly)	
Resource Person working on this project	Date of birth YYY/MM/DD	PW	GSC file ertificate #	Security Level	Meet	Does not Meet	Comments
Contractor's Authoriz	zed Signatory :				_ Date:		
Company Clearance	Required	Security Level	Meet / [	Does not N	leet / Com	ments (Offic	cial Use Only)
Designated Organization Screening							
Facility Security Clearance							
Document Safeguarding Capability							
For Use at Fisheries Authorization of Con  I approve I do not approve Contracting Security	tracting Securion	ty Authorit					

# **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

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor/Offeror 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/Offeror must comply with the provisions of the:
  - Security Requirements Check List and security guide (if applicable), attached at Annex C; a)
  - Contract Security Manual (Latest Edition). b)

#### 6.2 Statement of Work

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

#### Standard Clauses and Conditions 6.3

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

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

Insert: Invoice submission

Invoices must be submitted in the Contractor's name to <u>DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</u> with a cc to the Project Authority (to be inserted at contract award). 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);
- DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. <u>Note</u>: Invoice will be return to the Contractor if that information is not provided);
- Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- j. deduction for holdback, if applicable;
- k. the extension of the totals, if applicable; and
- if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 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

<u>4013</u> (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 the Award date to April 30, 2024 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 one (1) additional one (1) year period under the same conditions. The Contractor agrees that, during the

Canada

Solicitation No. – Nº de l'invitation : 30000348

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 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:

The Project Authority for the Contract is:

Name: Beverly Shawana

Title: Contracting Officer (consultant) Department: Fisheries and Oceans Canada Directorate: Materiel and Procurement Services Address: 200 Kent Street, Ottawa, ON K1A 0E6

Telephone: N/A

Name: Title:

Telephone: Facsimile: E-mail address:

E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca c.c. Beverly.shawana@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)

Organization: Address:	<del></del>
Telephone:	<del></del>
E-mail address:	<del></del>
carried out under the Co Work under the Contrac Project Authority has no	the representative of the department or agency for whom the Work is being ontract and is responsible for all matters concerning the technical content of the t. Technical matters may be discussed with the Project Authority, however the authority to authorize changes to the scope of the Work. Changes to the scope made through a contract amendment issued by the Contracting Authority.
6.5.3 Contractor's R	epresentative (to be inserted at Contract award)
The Contractor's Repres	sentative for the Contract is:
Name:	
Title:	- <u></u> -
Organization:	
Address:	

# 6.6 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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

### 6.7 Payment

# 6.7.1 Basis of Payment

The Contractor will be paid for 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

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.

# 6.7.3.2 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)

#### 6.7.4 **Invoicing Instructions**

- 6.7.4.1 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.
- 6.7.4.2 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: finsert the name of the Project/Technical Authority and the AP Coder] and provides the required information as stated in subsection 6.7.4.1 above.

#### 6.8 **Certifications and Additional Information**

#### 6.8.1 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.

#### 6.8.2 **SACC Manual Clauses**

SACC Manual clause A3015C (2014-06-26), Certification – Contract SACC Manual clause A3050C (2014-06-26), Cost Submission – Limitation of Expenditure or Ceiling Price

#### 6.9 **Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in , St John's, Newfoundland.

#### 6.10 **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, Insurance Conditions;
- (h) the Contractor's bid dated insert date of bid [If the bid was clarified or amended, insert at the time of contract award]: ", as clarified on \_\_\_\_\_\_or, as amended on \_\_\_\_\_\_ date(s) of clarification(s) or amendment(s).

#### 6.11 Foreign Nationals (Canadian Contractor) OR (Foreign Contractor)

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

OR

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

#### 6.12 **Insurance - Specific Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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 **Dispute Resolution**

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

#### 6.14 **SACC Manual clauses**

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

### 6.15 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 General:

### 1.1 Title:

Janitorial Services – Canadian Coast Guard Southside Base Facility

# 1.2 Location(s):

195, 270, 280 & 440 Southside Road, St John's, Newfoundland

### 1.3 Background:

Fisheries and Oceans Canada (DFO) requires cleaning services for buildings on the Canadian Coast Guard Southside Base Facility, St. John's, NL (Drawings for Area of Work will be distributed at the mandatory site visit). Professional cleaning services are required on a daily basis.

# 1.4 Site Description:

The site is located at 195, 270, 280 & 440 Southside Road, St John's, Newfoundland. The property is entirely developed and secured by 24/7 on site security. The facility is comprised of three (3) buildings and two (2) trailers.

### 1.5 Codes and Legislated Requirements:

The following codes and standards in effect at the time of award are subject to change/revision. The latest editions of each shall be enforced during the term of the contract:

- Canada Labour Code, Part II.
- National Building Code of Canada.
- National Plumbing Code.
- Canada Occupational Safety and Health Section of Part II of the Canada Labour Code.
- National Fire Code.
- Canadian Construction and Canada Labour Safety Codes; Provincial Government, Workers' Compensation Board; and Municipal Statutes and Authorities.
- Canadian Electrical Code, Part 1, CSA C22.1.
- Canadian Environmental Protection Act.
- Safety Code for Window Cleaning Operations, CAN/CSA-Z91.
- Safety Belts and Lanyards CAN/CSA Z259.1.
- Newfoundland & Labrador Health & Safety Act.
- The Contractor is responsible to be familiar with the relevant Codes and Standards and to ensure that all work undertaken on behalf of the Fisheries and Oceans Canada is completed in a safe
- In the event of a conflict between any of the above Codes or standards the most stringent shall apply.

These standards shall be considered an integral part of the specifications and can be obtained online.

### 1.6 Environmental

The Contractor will comply with all federal, provincial and municipal laws/regulations regarding Waste Watch initiatives. This will include supply of any special bags, e.g., non-vented biodegradable bags used to line composting containers, or any other requirements. Green, low or scent-free products are only to be used.

### 2.0 Scope of Work:

The scope of work shall include the supply of all janitorial services at the Canadian Coast Guard Southside Base at 195, 270/280 and 440 Southside Rd, St. John's NL. The following outlines the areas; time frame; and other conditions necessary for the satisfactory execution of the Work.

Without limiting the areas of work, the following list represents those buildings and areas where cleaning services are required; those are specifically indicated on the drawings (Drawings will be distributed at the mandatory site visit).

- Site Security Trailer (280 Southside Rd):
  - o Offices (rooms 100, 104)
  - o Kitchen (room 101)
  - Washroom (room 102)
- Buoy Maintenance Facility (270 southside Rd):
  - Offices (100, 103, 104, 113, 123, 124, 130 and adjacent corridor/ramp)
  - Washrooms/locker room (rooms 106, 109 and adjacent laundry room, 110)
  - o Corridors/Vestibule (rooms 101, 102, 112)
  - Kitchen/multipurpose (room 111)
  - Janitorial Closet (room 105)
- Old Boat Shed (195 Southside Rd):
  - o Room #1 and adjacent washroom, room #3, room #4
- Small Vessel Repair (SVR) and Carpentry Shop (440 Southside Rd):
  - Locker Room (room 101)
  - Office Area (room 105)
  - Washroom (room 106)
  - Storage (room 107)
  - Storage Mezzanine (room 201)
  - Interior Stairs
- 60' x 12' Office Trailer (440 Southside Rd):
  - Full interior (trailer does not contain a washroom)

Note: DFO's current use of the "Old Boat Shed" at 195 Southside Rd may cease during this contract. If and when DFO's use of this property ceases, invoices are to be amended to reflect reduced cleaning area, in the amount outlined in price tables of ANNEX B BASIS OF PAYMENT

### 3.0 Definitions:

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

The **Department** shall be considered to be D.F.O., as represented by a duly appointed official of the Department.

The Contractor shall be 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 shall be considered binding on his employees.

The Work shall be considered to be the supply of ignitorial services for the Canadian Coast Guard Southside Base at 195, 270/280 and 440 Southside Rd, St. John's NL. as further outlined in this Scope of Work.

The Facilities Manager (FM) is charged with the responsibility for the inspection and laying out of the Work. They shall be the contact person between the Department and the Contractor and all correspondence between these parties shall be made through them.

Where the work required is referred to as **Daily**, the Contractor shall provide janitorial services as outlined every day of the calendar year unless otherwise stated. A day is referred to as a twenty-four hour period starting at 00:01 hrs. – 24:00 hrs.

Where the work required is referred to as **Weekly**, the Contractor shall provide janitorial services as outlined which includes all Daily janitorial services. A week is referred to as a seven (7) day period starting at 00:01 hrs. Monday and ending at 24:00 hrs. on Sunday.

Where the work required is referred to as Monthly, the Contractor shall provide janitorial services as outlined which includes all Daily janitorial services. A month is referred to as any calendar month within any calendar year.

Where the work required is referred to as **Semi-Annually**, the Contractor shall provide janitorial services as outlined. A semi-annually janitorial service is referred to as any six (6) consecutive months within a calendar year starting with the first day of the month.

Where instructions reads spot clean, dust, or clean and polish, denotes all janitorial services shall be performed up to heights of eight (8) feet above ground floor level.

Where instructions reads tiled floors, all janitorial services shall include sheet vinyl, resilient tile, terrazzo tile, and ceramic tile.

Where instructions reads carpets, all janitorial services shall include carpet mats and permanent laid carpet.

**Regular Business Hours** are the hours between 0800hrs and 1700hrs

### 4.0 Time and Areas of Work:

- 4.1 Janitorial services shall be provided to **Buoy Maintenance Facility** (270 southside Rd), **Small** Vessel Repair (SVR) and Carpentry Shop (440 Southside Rd) and the 60' x 12' Office Trailer (440 Southside Rd), Five (5) days per week, Monday through Friday inclusive, every week of the calendar year, excluding federal holidays
- **4.2** Additionally, cleaning services shall be provided to the following areas, seven (7) days per week. Monday through Sunday inclusive, every week of the calendar year including federal holidays. These areas operate on a 24 hour basis and services must be provided as per the above schedule at all times during the year.
  - Site Security Trailer, 280 Southside Road
    - o Office (room 100)
    - Washroom (room 102)

- 4.3 Cleaning services shall be provided to the following areas listed below, two (2) days per week, Tuesday and Thursday, every week of the calendar year **excluding** federal holidays.
  - Old Boat Shed, 195 Southside Road
    - Room #1 and adjacent washroom, room #3 and room #4

# 4.4 Statutory Holidays observed by the Federal Government:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Municipal holiday (1st Monday in August)
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

### 4.5 Level of Effort:

For areas noted above where cleaning takes place Monday through Friday the Contractor shall have a minimum of two (2) personnel working to cover 195, 270, 280 & 440 Southside Road, from 0700hrs to 1500hrs

Janitorial services that are required in the areas noted above during Weekends (Saturday & Sunday) and on designated Federal Holidays, a minimum of two (2) hours per day shall be required. Contractor to determine the number of personnel required.

# 5.0 Personnel and Security Requirements:

- 5.1 The Contractor will advise the FM of the telephone number at which he/she or his/her representative may be contacted at any time.
- 5.2 The Contractor and his/her employees will be required to provide personal information, such as address and date of birth to Public Services and Procurement Canada's Contractor Screening Program (CSP)
- 5.3 Only those employees of the contractor who receive the required clearance level (Reliability Status) will be allowed on-site.
- 5.4 The Contractor shall submit his/her name and a list of the names of all employees, and update as necessary to include new employees engaged during the Contract who will be working under this Contract to the FM immediately following notification of Contract award. Only those employees whose names have been previously provided to the FM will be allowed access to the site of work. No other persons accompanying employees will be allowed on-site.
- 5.5 Smoking is prohibited throughout the facility with the exception of designated outdoor areas
- 5.6 All cleaning staff employed by the Contractor, regardless of hours of work must sign IN and OUT; and enter the times of arrival and departure in registers or on sheets so provided at the Commissionaires desk located at the Site Security Trailer, 280 Southside Road. In the event of a dispute and the absence of other evidence, the register will be regarded as evidence of hours of work. Failure to sign "out" will render the entry invalid.

5.7 All keys entrusted to the Contractor for the fulfillment of his/her professional janitorial services for the contract must be fully protected at all times. Kevs are to be returned to the Commissionaires desk located at the Site Security Trailer, 280 Southside Road, when leaving the premises and at the end of each shift. Duplication of keys is strictly prohibited.

### 6.0 Safety:

- **6.1** The Contractor shall adhere to all safety measures respecting personnel and fire hazards recommended by National and Provincial codes and/or prescribed by the authorities having Jurisdiction concerning the equipment, work habits and procedures.
- **6.2** In particular, the Contractor shall comply with the Workplace Hazardous Materials Information System (WHMIS) legislation which requires the employer to provide detailed worker education about potential health effects of hazardous Materials in their work environment and how they can be handled and disposed of safely.
- **6.3** The Contractor shall ensure that all equipment used to perform the work is in a state of good repair. The FM reserves the right to have equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor shall be responsible to supply suitable replacement equipment.
- **6.4** The Contractor shall wear suitable footwear while completing janitorial services on the site.
- **6.5** Contractor to provide company safety plan outlining general company safety procedures at time immediately after contract award.
- 6.6 Contractor is responsible to provide safety signs (e.g. WET FLOOR, WAXED FLOOR) where applicable, or upon request of FM.

# 7.0 Cleaning Equipment and Supplies:

- 7.1 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 costs incurred for the procurement and operation of all such equipment and supplies shall be considered to be included in the bid price.
- 7.2 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 of Work:
  - Toilet tissue to suit existing dispensers (minimum 2 ply)
  - Paper hand towel to suit existing dispensers
  - Liquid hand soap
  - Deodorant blocks
  - Waste paper basket liners
  - Refuse container liners
    - Garbage Bags size 20"x 22" (Minimum 1.25mil.)
    - Garbage Bags size 30"x 38" (Minimum 2mil.) b)
    - c) Garbage Bags – size 35"x 50" (Minimum 2mil.)
  - Sanitary napkins disposable liners
  - Battery operated air fresheners

# \*All materials supplied by the Contractor are considered to be included in the bid price.\*

7.3 The Contractor shall ensure that sufficient materials are in the Contractor's possession to satisfactorily carry out the Work.

- 7.4 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.
- 7.5 A copy of Material Safety Data Sheets (MSDS) for all products used and stored must be submitted to the FM and a copy kept in the ignitorial storage rooms. These products are subject to approval of FM, the FM has the right to refuse certain products. Any damage resulting from the use or misuse of each material will be assessed against the Contractor.
- 7.6 All products are to fit existing dispensers on site. If the Contractor does remove current dispensers and replace them, they are also responsible for painting, plastering and repairing the wall from which the dispenser was removed.
- 7.7 Equipment and materials to be CSA certified. Vacuum cleaners to be new or in new condition and be equipped a filtration system capable of trapping 99% of the dust (i.e. Hepa or Microtex filter). A wet/dry vacuum cleaner is to be kept on site in each building for cleaning mats and accidental spills.
- 7.8 Two (2) areas have been designated for storage of equipment and supplies for the duration of the Contract. The storage areas are Room #4 in the Old Boat Shed, and Room 105 in the Buoy Maintenance Facility. These areas are at the disposal of the Contractor and must be maintained in a tidy manner at all times, as approved by FM. No refuse is to be stored in these areas. The storage areas are to be cleaned thoroughly and will be inspected by the FM during the Contract period. If a breakroom facility is required by the contractor it is to be Room 111 of the Buoy Maintenance Facility
- 7.9 The Contractor shall ensure that all controlled products used in the performance of the work are classified and labelled according to the Workplace Hazardous Materials Information System/Globally Harmonized System (WHMIS/GHS).
- 7.10 If requested by the FM the Contractor shall submit for approval the Safety Data Sheets (SDS) for all controlled products that will be used in the performance of this work. No controlled products are to be brought on-site without prior approved Safety Data Sheets (SDS). Current Safety Data Sheets (SDS) to remain on- site at all times in Janitorial Closet (Buoy Maintenance Facility)

### 7.11 The contractor shall:

- supply a copy to the FM of SDS sheets for Building WHMIS/ GHS station.
- mark these SDS sheets with their company name.
- maintain and update these SDS as required.
- use scent free products.
- use green products whenever possible.

### 8.0 Execution:

8.1 General Areas (Vestibules, Stairs, Corridors, Offices, Includes SVR building mezzanine 201))

Daily (unless declined by office occupant):

Clean and dust daily, sweep and damp mop all vinyl, tile & rubber floors; vacuum all carpet area; 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 all interior glass; clean light switches, door knobs etc. with a cleaner approved by FM; empty wastebaskets and replace liners where applicable

Weekly (unless declined by office occupant):

sweep and wash floors (semi-weekly during winter months) with a warm water and non-alkaline cleaning solution.

### Monthly:

Sweep and wash floor, remove any marks or blemishes and buff tiled floors.

### **Semi-Annual** (outside regular hours):

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.

# 8.2 Washrooms, Locker Room & Janitor's Room

### 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; 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.

# Monthly where indicated in Appendix A:

Sweep and wash floor, remove any marks or blemishes and buff tiled floors. Wash exterior of lockers **Semi-Annual where indicated in Appendix A** (outside regular hours): scrub 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.

# 8.3 Kitchens/Multipurpose room:

## Daily:

Sweep and wash floors with a non-alkaline detergent and warm water: remove and marks or blemishes: 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; vending machines, and interior of microwave ovens, removing stains as necessary. Disinfect body contact points including faucets & taps, hand soap dispensers, refuse containers, and door contact points. Clean all interior glass; 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;

# Monthly:

Sweep and wash floor, remove any marks or blemishes and buff tiled floors. Clean inside and outside of Refrigerator and Range (if applicable)

### **Semi-Annual:** (outside regular hours):

Scrub 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 coat

# 8.4 General Requirements:

- Contractor is responsible to provide and make clearly visible, signs indicating ("JANITORS WORKING INSIDE" or similar) when washrooms are being cleaned.
- Contractor is responsible for disposal of all items which are marked as "GARBAGE", weighing 25 pounds or less not placed in a refuse container.
- Sanitary bins (i.e. dumpsters) are located on site for disposal of garbage. The contractor shall remove all refuse from the Base Building at the end of each cleaning shift and dispose of it to nearest sanitary bin
- Contractor shall not dispose of waste or volatile materials such as mineral spirit, oil, paint thinner etc. into waterways, storm or sanitary sewers.
- A monthly Janitorial Service Report, showing the dates of monthly and semi-annual tasks, shown in Appendix A shall be filled out and returned to FM.
- The contractor shall provide two (2) days advance notice to the Facility Manager (FM) prior to any semi-annual work.

# 8.5 Standard of Acceptance

# Sweeping

- There should be no dirt, trash nor other matter left in corners, behind nor under free standing .1 radiators, under furniture, behind nor under other moveable items, nor behind doors.
- .2 Floors should be free of dust film.
- There should be no dirt left where sweepings were picked up.
- Furniture and equipment should be relocated to where it was prior to the sweeping operation.

### **Damp and Wet Mopping**

- All mopped areas should be clean and free of surface stains, mop streaks and loose mop strands. .1
- Walls, baseboards and other surfaces should be free of watermarks and splashings. .2
- Water or other cleaning solution should not have been allowed to collect under furniture legs and cabinets.

### Scrubbing/Stripping

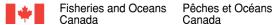
- There should be no surface dirt or stains visible following the scheduled scrubbing operation. .1
- There should be no wax or finish buildup on the floor surface following the stripping operation.
- The furniture (excluding file cabinets) should have been moved for complete floor coverage.
- Walls, baseboards and other surfaces should be free of watermarks, splashings and scars from equipment.

# Finishing (Application of Wax or Floor Finish)

- .1 The floor should be free of streaks, mop strands, marks, skipped areas and other evidence of improper application.
- .2 The floor should be clean and bright looking including in corners and under furniture.
- There should be no residue on walls, baseboards, furniture and other surfaces.
- Furniture and equipment should be relocated to where it was prior to the waxing operation.

# **Miscellaneous**

Chairs, wastepaper baskets, etc. should not be placed on desks or tables during cleaning operations.



# Appendix "A" **Monthly Janitorial Service Report** FISHERIES & OCEANS - Canadian Coast Guard Southside Base Monthly and Semi-Annual Janitorial Service Report

Abbreviations:

Monthly Sweep/Wash Buff Floors - MSWBF Semi Annual Strip/Wax Floors - SASWF Monthly Refrigerator Interior (and Range where applicable) - MRI

AREA	OF JANITORIAL SERVICE	MSWBF	SASWF	MRI			
Building: Site Security Trailer							
-	Lobby/office rm 100	x	x				
-	Office 104						
-	Kitchen	x	x	x			
-	Washroom	x	x				
	Building: Buoy Mainter	nance Facility					
-	Offices	x					
-	Vestibules and Corridors	x	x				
-	Kitchen/Multipurpose Room	x	x	x			
-	Washrooms	x	x				
-	Janitorial Closet	N/A	N/A	N/A			
	Building: Small Vessel Repair	and Carpentry	Shop				
-	Washroom	x	x				
-	Office Area	x	x				
-	Kitchen	x	x	x			
ı	Boat Shop Mezzanine			x			
-	Locker Room	x					
	Building: 60 x 12 Off	fice Trailer					
-	Office Area	x					
	Building Old Boa	nt Shed					
ı	Rooms #1, #3, #4	N/A	N/A				

Insert Date of Service After X

# Appendix B

# Additional cautionary procedures related to COVID-19 to be followed for the duration of the **Contract Agreement**

# Cleaning and Disinfecting Surfaces 2x Per Day

\*\*All COVID cleaning and disinfecting tasks will be completed during the regular working hours and are intended only to put enhanced emphasis on high touch areas \*\*

# Washrooms

- Faucets, plunger handles, soap dispensers, towel dispensers, toilet seats, disposal bin covers & lids, waste receptacles and door handles flush handles, light switches, soap dispenser levers, towel dispenser levers, hand dryer buttons, exit door handles and locks
- Touch points on washroom stall doors and entrance doors
- Water Fountains

### **Offices and Common Areas**

- Touch points, doors, lights switches
- Stairwell handrails
- Waiting room furniture and foyer surfaces
- Light Switch Plates / Door handles/Thermostats
- Kitchen/Break area (counters, cupboard handles, fridge handle, microwave handle and buttons, coffee pots, vending machines, water coolers and buttons)
- Drinking fountains
- Lobby Reception Areas / Security Stations / Public Waiting Areas (desk surfaces, door handles, stairway railings)
- Loading / Shipping dock (Rails, push buttons)
- Chairs (arm rests and chair levers)

# ANNEX "B" **BASIS of PAYMENT**

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.

The Contractor will be paid for the actual hours worked at the firm hourly rates detailed below.

# **Services and Associated Costs**

Payment will be based on the information on the recorded sign/out sheet. If the contractor does not work a full day the daily rate will be pro-rated.

For the provision of all services, including all associated costs necessary to carry out the required work The level of effort by the contractor to clean this facility properly requires a 7.5 hour work day.

# 1. Initial Contract Period:

Initial Contract Period: Date of Contract Award to April 30, 2024								
Location of Janitorial Services	Quantity (Hours) (A)	Number of Resources (B)	All-inclusive Hourly Rate (C)	Total (AxBXC=D) (D)				
Locations 5 days per week  Buoy Maintenance Facility  Small Vessel Repair (SVR) and Carpentry Shop  Office Trailer  Site Security Trailer	1800	2	\$	\$				
Location 2 days per weekend  • Site Security Trailer	720	1	\$	\$				
Location 2 days per week (Tuesday and Thursday)  Old Boat Shed	720	1	\$	\$				
Extra Tasks to be completed: Semi Annual Strip/Wax Floors	45	1	\$	\$				

# 2. Option Year #1 - Period of Contract: from May 1, 2024 to April 30, 2025

Initial Contract Period: Date of  Location of Janitorial  Services	Quantity (Hours) (A)	Number of Resources (B)	All-inclusive Hourly Rate (C)	Total (AxBXC=D) (D)
Locations 5 days per week  Buoy Maintenance Facility  Small Vessel Repair (SVR) and Carpentry Shop  Office Trailer  Site Security Trailer	1800	2	\$	\$
Location 2 days per weekend  • Site Security Trailer	720	1	\$	\$
Location 2 days per week (Tuesday and Thursday)  Old Boat Shed	720	1	\$	\$
Extra Tasks to be completed: Semi Annual Strip/Wax Floors	45	1	\$	\$

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

Government Gouvernment of Canada du Canada	Contract Number / Numéro du contrat (F6879-20-5046) 30000348
	Security Classification / Classification de sécurité

	ECURITY REQ				CL) SÉCURITÉ (LVERS)				
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE									
<ol> <li>Originating Government Department or Organiza</li> </ol>	ation			2. Branc	th or Directorate / Direction	on générale ou D	Direction		
Ministère ou organisme gouvernemental d'origin Fisheries and Oceans Canada	e			Real Pr	roperty				
	8. a) Subcontract Number / Numéro du contrat de sous-traitance 3. b) Name and Address of Subcontractor / Nom et adresse						nt .		
5. a) Subcontract Number / Numero de Contrac de	s. a) Subcontract Number / Numero du contrat de sous-trataine 5. b) Name and Address of Subcontractor / Nom et autesse d								
4. Brief Description of Work - Brève description du travail									
Janitorial Contract for the - Canadian Coast (	Guard Southsid	e Base Facili	ty*						
Buoy Maintenance Building, Carpentry Shop,	Old Admin. Bu	ilding					•		
<ol> <li>a) Will the supplier require access to Controlled Le fournisseur aura-t-il acces à des marchane</li> </ol>		,				✓ Non	Yes Oul		
5. b) Will the supplier require access to unclassifier Regulations?	d military technic	al data subject	to the prov	dsions of th	ne Technical Data Contro		Yes		
Le fournisseur aura-t-II accès à des données	techniques milita	ires non classif	1ées qui so	ont assujet	tes aux dispositions du	<b>✓</b> Non	L Oul		
Réglement sur le contrôle des données techn									
Indicate the type of access required - Indiquer ie	2.								
<ol> <li>a) Will the supplier and its employees require ac Le fournisseur ainsi que les employés auront (Specify the level of access using the chart in (Préciser le niveau d'accès en utilisant le tabi</li> </ol>	-lis accès à des r i Question 7. c)	enseignements	ou à des l	o Information blens PRO	on or assets? ITÉGÉS et/ou CLASSIFIE	ÉS? ✓ Non	Yes Oul		
Will the supplier and its employees (e.g. clear No access to PROTECTED and/or CLASSIFI	_	_		ess to restr	icted access areas?	□ No	✓ Yes		
No access to PROTECTED and/or CLASSIFI Le fournisseur et ses employés (p.ex. nettoye L'accès à des renseignements ou à des biens	IED information o eurs, personnel d s PROTÉGÉS et	r assets is per 'entretien) auro 'ou CLASSIFIÈ	nitted. nt-lis accèi S n'est pas	s à des zor s autorisé.	nes d'accès restreintes?	□ Non	Oul		
is this a commercial courier or delivery requires s'agit-il d'un contrat de messagerie ou de livre.	alson commercia	les sans entre	posage de			✓ No Non	Yes Oul		
<ol><li>a) Indicate the type of Information that the suppl</li></ol>	ler will be require	d to access / Ir	ndiquer le t	ype d'infon	mation auquel le fourniss	eur devra avoir	accès		
Canada	NAT	O / OTAN			Foreign / Étran	ger			
7. b) Release restrictions / Restrictions relatives à	la diffusion								
No release restrictions Aucune restriction relative à la diffusion	All NATO count Tous les pays d				No release restrictions Aucune restriction relati à la diffusion	ve 🗌			
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	i:	Specify country(les): / P	Préciser le(s) pay	/S:		
	1								
	1								
7. c) Level of Information / Niveau d'Information	<u> </u>								
PROTECTED A	NATO UNCLAS				PROTECTED A				
PROTÉGÉ A	NATO NON CL		$\perp$		PROTÉGÉ A				
PROTECTED B PROTEGÉ B	NATO RESTRI		NTE 🗌		PROTECTED B PROTÉGÉ B				
PROTECTED C PROTÉGÉ C	NATO CONFID NATO CONFID				PROTECTED C PROTÉGÉ C				
CONFIDENTIAL CONFIDENTIEL	NATO SECRET				CONFIDENTIAL CONFIDENTIEL				
SECRET	COSMIC TOP S COSMIC TRES	SECRET SECRET			SECRET SECRET				
TOP SECRET TRÈS SECRET	TOP SECRET TOP SECRET								
TOP SECRET (SIGINT) TRÉS SECRET (SIGINT)					TOP SECRET (SIGINT TRÊS SECRET (SIGIN				
	Security	Classification	/ Classifina	ition de sér	curità				
	Security	CidooiiidadUii	Ciaconilua	non de set	value.	Car	2245		

Canada

TBS/SCT 350-103 (2004/12)

Government Gouvernment du Canada

Contract Number / Numero du contrat F6879-20-5046

Security Classification / Classification de sécurité

PAR	T A (continued) / PARTIE A (suite)							
8. V	III the supplier require access to PROT	ECTED and/or CLASSIFIED COMSEC Information or assets? elgnements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ensibilité :	No Yes Oul					
9. V	/III the supplier require access to extrem	nely sensitive INFOSEC information or assets: elgnements ou à des biens INFOSEC de nature extrêmement délicate?	No Yes					
	Short Title(s) of material / Titre(s) abrege(s) du matériel :							
D	ocument Number / Numéro du docume	nt:						
		TIE B - PERSONNEL (FOURNISSEUR)						
10. a	Personnel security screening level req	uired / Niveau de contrôle de la sécurité du personnel requis	TOP SECRET					
	COTE DE FIABILITÉ	CONFIDENTIEL SECRET	TRÊS SECRET					
	TOP SECRET - SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO SECRET NATO CONFIDENTIAL NATO SECRET	COSMIC TOP SECRET COSMIC TRÊS SECRET					
	SITE ACCESS ACCÈS AUX EMPLACEMENTS							
	Special comments: Commentaires spéciaux :							
		g are identified, a Security Classification Guide must be provided. le contrôle de sécurité sont requis, un guide de classification de la sécurité doit être	e fourni.					
10. b	May unscreened personnel be used for Du personnel sans autorisation sécuri	r portions of the work? taire peut-il se voir confier des parties du travail?	No Yes					
	If Yes, will unscreened personnel be e Dans l'affirmative, le personnel en que		No Yes					
			_ Non _ car					
	T.CSAFEGUARDS (SUPPLIER) / PA Drmation / Assets / Renseignei	ARTIE C - MESURES DE PROTECTION (FOURNISSEUR) MENTS / BIENS						
			No Vos					
11. a	premises?	and store PROTECTED and/or CLASSIFIED information or assets on its site or ir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou	No Yes					
11. b	Will the supplier be required to safegu Le fournisseur sera-t-il tenu de protég	ard COMSEC Information or assets? er des renseignements ou des biens COMSEC?	No Yes					
PRO	DUCTION							
11. c	equipment occur at the supplier's site	or repair and/or modification) of PROTECTED and/or CLASSIFIED material or or premises? int-elles a la production (fabrication et/ou réparation et/ou modification) de matérial	No Yes					
INFO	ORMATION TECHNOLOGY (IT) MEDIA	/ SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)						
11. d	Will the supplier be required to use its CLASSIFIED information or data?	IT systems to electronically process, produce or store PROTECTED and/or	No Yes					
		es propres systèmes informatiques pour traiter, produire ou stocker électroniquem PROTEGÉS et/ou CLASSIFIÉS?						
	-							
11. e		n the supplier's IT systems and the government department or agency? entre le système informatique du fournisseur et celui du ministère ou de l'agence	Non Yes					
	1	Security Classification / Classification de sécurité						
TBS/	SCT 350-103 (2004/12)	-	Canadä					

Government Gouvernement of Canada du Canada

TBS/SCT 350-103 (2004/12)

Contract Number / Numéro du contrat (F6879-20-5046) 30000348

Security Classification / Classification de sécurité

PARTIC (continued) I PARTIEC (stitle)  For users completing the form manually use the summary chart below to indicate the category(les) 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 intenet), 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 récapitulair.															
SUMMARY CHART / TABLEAU RÉCAPITULATIF															
Category Catégorie		OTEC			CLASSIFIED NATO					COMSEC					
Culcyone	A	В	C	Confidential	ASSIFIÉ Secret	Тор	NATO	NATO	NATO	COSMIC					Тор
		l		Confidentiel		Secret	Restricted NATO	Confidential	Secret	Top Secret COSMIC	A	rotêgê B C	Confidentiel		Secret Très
						Secret	Diffusion Restreinte	NATO Confidentiel		Très Secret	^	٦١	1		Secret
Information / Assets Renseignements / Biens															
Production															
IT Media Support Ti															
IT Link Lien électronique		П		П	П	П			П					П	
b) Will the document La documentation  If Yes, classify the attachments (e.g., Dans l'affirmative de sécurité » au l	asso la fo . SEC a, cla	rm b CRET 881f1	a la p y ann with er le p	résente LVE otating the Attachmen orésent forn	RS sera top and ts). nulaire e	-t-elle Pf bottom in Indiqu	ROTÈGÉE e In the area uant le nive	t/ou CLASSI entitled "Se au de sécuri	curity C	la case ir	ntitule	êe « Cla	icate with	No [	Yes Oul
TBS/SCT 350-103 (2004/12	2)				Se	ecurity C	lassification	/ Classificati	on de sé	curité			(	an	adä'

# ANNEX "D" INSURANCE CONDITIONS

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 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 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.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - 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.
  - 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 <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

### For the province of Quebec, send to:

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

# For other provinces and territories, send to:

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

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

# ANNEX "E" **EVALUATION CRITERIA**

### **Evaluation Criteria**

### **MANDATORY REQUIREMENTS:**

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

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

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

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

The necessary documentation to support the bid in meeting these criteria may include a detailed résumé for the proposed resources, providing complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. For professional certification of any proposed resource, Bidders must include a copy of the certificate or other verifiable proof. Any copy of a certificate or other verifiable proof must be included in the technical

# 1.0 Mandatory Criterion

No.	Mandatory Criteria	Meets Criteria	Proposal Page No.
M1	Bidder <u>must</u> provide a copy of their firm's Workplace NL Clearance Letter with their bid and the Clearance Letter must be valid at time of bid submission		
M2	Bidder <u>must</u> provide a copy of their firm's Business License with their bid and that the License is valid at time of bid submission		
М3	The bidder <u>must</u> 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.  NOTE – No substitutions for client authorities (references)		

		00000010
	will be permitted after bid closure, although bidders may submit one backup reference for each project	
M4	The Bidder <u>must</u> provide the resume of each resource being proposed. The resume(s) <u>must</u> show the name(s) of the proposed resource(s) and <u>must clearly</u> demonstrate, using project descriptions that the proposed resource(s) has at least 1 year experience within the last five (5) in the field of janitorial services.	
M5	The Bidder <u>must</u> provide a copy of the training certificates confirming that the proposed resource(s) personnel have up to date WHMIS training with their bid and that the certificate is valid at time of bid submission.	

# **BASIS OF SELECTION:**

The contractor will be selected on the basis of lowest bid, provided they meet all the Mandatory Criteria outlined above.