

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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St./ 11, rue Laurier

Place du Portage, Phase III

Core 0A1 / Noyau 0A1

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux 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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

**THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT**

**CE DOCUMENT CONTIENT UNE CONDITION DE
SÉCURITÉ**

Title - Sujet JANITORIAL SERVICES	
Solicitation No. - N° de l'invitation 39903-120473/A	Date 2012-04-20
Client Reference No. - N° de référence du client 39903-120473	
GETS Reference No. - N° de référence de SEAG PW-\$\$FK-279-60325	
File No. - N° de dossier fk279.39903-120473	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-04	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ladouceur, Joanne	Buyer Id - Id de l'acheteur fk279
Telephone No. - N° de téléphone (819) 956-6647 ()	FAX No. - N° de FAX (819) 956-3600
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADIAN FOOD INSPECTION AGENCY, 3851 FALLOWFIELD ROAD, P.O.BOX 11300, STATION H NEPEAN, ONTARIO, K2H 8P9	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Maintenance & Professional Consulting Services Division
(FK)

11 Laurier St./ 11, rue Laurier

3C2, Place du Portage, Phase III

Gatineau

Québec

K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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fk27939903-120473

CCC No./N° CCC - FMS No/ N° VME

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Appendix "B" Security Requirements Check List (SRCL)
Appendix "C" Information on Incumbent Employees
Appendix "C-1" Union Agreement

NOTICE

Security

This notice is to advise ALL interested bidders that in order to be awarded a contract which contains a security requirement, all bidders MUST hold a valid Security Clearance granted or approved by PWGSC Canadian Industrial Security Directorate (CISD) at the level indicated in this solicitation document. Should the bidder not currently hold a valid Security Clearance or require the level to be upgraded, PWGSC will sponsor the bidder. Please submit your written request with the following information to Joanne Ladouceur by facsimile 819-956-3600 or by e-mail to joanne.ladouceur@tpsgc-pwgsc.gc.ca.

- Legal Company Name
- Mailing address
- Surname and given name of contact person
- Telephone number of contact person
- Title of contact person
- Facsimile number
- E-mail address of contact person
- Procurement Business Number
- Preferred Language of correspondence
- Level of Security Required

Additional information on PWGSC security can be found on the following web site
[:http://ssi-iss.tpsgc-pwgsc.gc.ca/](http://ssi-iss.tpsgc-pwgsc.gc.ca/) or by dialing 1-866-368-4646 (Toll free).

PART 1 - GENERAL INFORMATION

1. INTRODUCTION

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security Requirement; includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

- Appendix "A" Specification No. 39903-120473
- Appendix "B" Security Requirements Check List (SRCL)
- Appendix "C" Information on Incumbent Employees
- Appendix "C-1" Union Agreement

2. Summary

2.1 Requirement

To provide Janitorial Services including all labour, material and equipment for Public Works and Government Services Canada (PWGSC), located at the Canadian Food Inspection Agency, 3851 Fallowfield Road, Ottawa, Ontario, Canada. The services must be provided in accordance with Specification No. 39903-120473 at Appendix "A".

2.2 Period of the Contract

The period of any resulting Contract shall be for a period of one (1) year(s) with four (4) options to extend each for an additional consecutive twelve (12) month period.

2.3 Option to Extend Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) ADDITIONAL CONSECUTIVE TWELVE (12) MONTH PERIODS, under the same terms and 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 before the contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

2.4 Security Requirement

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security Requirement, and Part 7 - Resulting Contract Clauses. Bidders should consult the " [Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

2.5 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT), Canada-Chile FTA, Canada-Columbia FTA and Canada-Peru FTA.

3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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, (2011-05-16) 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: sixty (60) days

Insert: one hundred and twenty (120) days

- Section 12 of 2003, Standard Instructions entitled Rejection of Bid, is amended as follows:

Replace subsection 1. (a) and (b) with the following:

1. Canada may reject a bid where any of the following circumstances is present:
 - (a) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
 - (b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform.

The bidder must be in compliance with the Code of Conduct for Procurement, Standard Instructions - Goods or Services - Competitive Requirements.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

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

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

eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province or territory where the work is performed.

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.

5. Mandatory Site Visit

It is MANDATORY that the bidder attend the site visit at the designated date and time to examine the scope of the work required and the existing conditions. **A maximum of two (2) representatives per bidder will be permitted to examine the sites.**

The site visit will be held on 10 May 2012 at 9:30AM at the Canadian Food Inspection Agency, Main Entrance, Bldg 201, 3851 Fallowfield Road, Ontario, Canada. Bidders who, for any reason, cannot attend at the specified date and time will not be given an alternative appointment to view the site and their proposals, therefore, will be considered as non-responsive. **NO EXCEPTIONS WILL BE MADE.**

As proof of attendance, at the site visit, the Contracting Authority will have an Attendance Form which MUST be signed by the bidder's representative. It is the responsibility of all bidders to ensure they have signed the Mandatory Site Visit Attendance Form prior to leaving the site. Proposals submitted by bidders who have not attended the site visit or failed to sign the Attendance Form will be deemed non-responsive.

6. Ontario Labour Legislation (A0075T, 2008-05-12)

1. In accordance with the requirements of section 77(1) of the *Employment Standards Act, 2000*, S.O. 2000, c. 41, the following information concerning each employee of the previous supplier providing services at the premises is attached:
 - (a) the employee's job classification or job description;
 - (b) the wage rate actually paid to the employee;
 - (c) a description of the benefits, if any, provided to the employee including the cost of each benefit and the benefit period to which the cost relates;
 - (d) the number of hours that the employee works in a regular work day and in a regular work week, or if the employee's hours of work vary from week to week, the number of the employee's non-overtime hours for each week that the employee worked during the thirteen (13) weeks before the date of the request for information;
 - (e) the date on which the employer hired the employee;
 - (f) any period of employment attributed to the employer under section 10 of the Act;
 - (g) the number of weeks that the employee worked at the premises during the twenty-six (26) weeks before the request date. The 26-week period must be calculated without including any period during which the provision of services at the premises was temporarily discontinued, or during which the employee was on leave of absence under Part XIV of the Act;

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- (h) a statement indicating whether either of the following subparagraphs applies to the employee:
- (i) The employee's work, before the request date, included the provision of services at the premises, but the employee did not perform his or her job duties primarily at those premises during the thirteen (13) weeks before the request date.
 - (ii) The employee's work included the provision of services at the premises, but the employee was not actively at work immediately before the request date, and did not perform his or her job duties primarily at the premises during the most recent thirteen (13) weeks of active employment.
2. The name, residential address and telephone number of each employee as they appear in the previous employer's records will be provided to the successful Bidder after contract award.
 3. In addition to the above information, a copy of either the collective agreement, union certificate, or pending union application(s) regarding these employees at the premises is also attached, if applicable.
 4. Bidders must use the information referred to in subparagraphs 1.(a) to 1.(h) and paragraph 3 (if applicable) only for the purposes of preparing their bids and complying with the Act. Bidders must not disclose such information except as may be authorized by Canada in writing.
 5. The enclosed information concerning the employees of the previous employer providing services at the premises has been received from the previous employer and Canada does not warrant its accuracy or completeness. Canada will not be responsible for any damage or loss which may result from use of or reliance upon any of this information.
 6. Bidders who require clarification or further information may contact the local Ontario Ministry of Labour Offices found at <http://www.labour.gov.on.ca/english/feedback/index.php>

PART 3 - BID PREPARATION INSTRUCTIONS

1. BID PREPARATION INSTRUCTIONS

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid;
- Section II: Financial Bid ; and
- Section III: Certifications

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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to :

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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

The evidence provided by the bidder may be verified by Canada. Failure by the bidder to provide the required evidence or in the event that the evidence cannot be verified shall result in the bidder being disqualified and no further consideration will be given to the bidder. If the Bidder submits references in excess of the stated requirement above, only the references up to the identified limit will be assessed.

PWGSC reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with services provided. In the event where the information cannot be verified or the service found to be unsatisfactory shall result in the proposal being considered non-responsive and no further consideration will be given to the Bidder.

1.1 Mandatory Contractor's Experience and Past Performance

The bidder must provide evidence of its experience and past performance by referencing three (3) projects or contracts satisfactorily rendered for a minimum of six (6) consecutive months within the past five (5) years, wherein the range of janitorial services provided are comparable to those described in this Request for Proposal (RFP).

PROJECT/CONTRACT REFERENCE NO. 1	
Name of client organization or Company	Name: _____
Name and title of client contact	Name: _____ Title: _____
Telephone and facsimile number of client contact	Phone No.: _____ Fax No.: _____
Approximate size in square meters of the cleanable area of the project or contract	_____ square meters
Location/site of the project or contract:	_____
Value of the project or contract	\$ _____
Performance period of the project or contract (indicate month and year)	From: Month _____ Year _____ To: Month _____ Year _____
Description of Project or Contract: _____ _____ _____ _____ _____	

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PROJECT/CONTRACT REFERENCE NO. 2	
Name of client organization or Company	Name: _____
Name and title of client contact	Name: _____ Title: _____
Telephone and facsimile number of client contact	Phone No.: _____ Fax No.: _____
Approximate size in square meters of the cleanable area of the project or contract	_____ square meters
Location/site of the project or contract:	_____
Value of the project or contract	\$ _____
Performance period of the project or contract (indicate month and year)	From: Month _____ Year _____ To: Month _____ Year _____
Description of Project or Contract: _____ _____ _____ _____ _____ _____	

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PROJECT/CONTRACT REFERENCE NO. 3	
Name of client organization or Company	Name: _____
Name and title of client contact	Name: _____ Title: _____
Telephone and facsimile number of client contact	Phone No.: _____ Fax No.: _____
Approximate size in square meters of the cleanable area of the project or contract	_____ square meters
Location/site of the project or contract:	_____
Value of the project or contract	\$ _____
Performance period of the project or contract (indicate month and year)	From: Month _____ Year _____ To: Month _____ Year _____
Description of Project or Contract: _____ _____ _____ _____ _____ _____	

1.2 Mandatory Working On-site Supervisor(s) Expertise and Experience

a) Identify below the Contractor's Working On-site Supervisor(s) who will be assigned to this Contract. It is Mandatory that the Working On-site Supervisor(s) have a minimum of (3) consecutive years experience in a supervisory role in the field of janitorial services.

Name of Working On-site Supervisor(s)

b) The bidder must provide evidence of its experience and satisfactory performance of the Working On-site Supervisor(s) by referencing one (1) project or contract for clients of a duration of a minimum of (3) consecutive years, within the past ten (10) years, in providing janitorial services in a range comparable in size, scope and complexity to those described in the Request for Proposal (RFP).

REFERENCE NO. 1: Working On-site Supervisor	
Name of client organization or Company	Name: _____
Name and title of client contact	Name: _____ Title: _____
Phone and facsimile number of client contact	Phone No.: _____ Fax No.: _____
Approximate size in square meters of the cleanable area of the project or contract	_____ square meters
Location/site of the project or contract:	_____
Value of the project or contract	\$ _____
Performance period of the project or contract. (indicate month and year)	From: Month _____ Year _____ To: Month _____ Year _____
Description of Project or contract: _____ _____ _____	
Responsibilities of the individuals: _____ _____ _____ _____	

SECTION II: FINANCIAL BID**1. Basis of Pricing**

The following requirement **MUST** be strictly adhered to: **failure to do so shall render the bidder's proposal as non-responsive.**

It is **MANDATORY** that the bidders submit firm prices/rates for the five (5) years for **all** items listed hereafter (Pricing Schedule 1 and Pricing Schedule 2). The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

PRICING SCHEDULE 1:

Firm all inclusive rates for Routine, Schedule and Patrol Cleaning operations as detailed in the Specifications, Section 2, Operations and Frequencies.

There will be no increase or decrease to the contract amount when an existing floor covering is converted to another type.

1.1 BUILDING 142					
Period	Cleanable Area	Firm Monthly Rate per m2	Firm Monthly Rate	Number of Months	Firm Annual Rate
Year One (1)	170 m2 x	\$_____ =	\$_____ x	12 =	\$_____
Option year One (1)	170 m2 x	\$_____ =	\$_____ x	12 =	\$_____
Option year Two (2)	170 m2 x	\$_____ =	\$_____ x	12 =	\$_____
Option year Three (3)	170 m2 x	\$_____ =	\$_____ x	12 =	\$_____
Option year Four (4)	170 m2 x	\$_____ =	\$_____ x	12 =	\$_____
1.1 SUB-TOTAL:					\$_____

1.2 HEATING PLANT					
Period	Cleanable Area	Firm Monthly Rate per m2	Firm Monthly Rate	Number of Months	Firm Annual Rate
Year One (1)	120 m2 x	\$_____ =	\$_____ x	12 =	\$_____
Option year One (1)	120 m2 x	\$_____ =	\$_____ x	12 =	\$_____
Option year Two (2)	120 m2 x	\$_____ =	\$_____ x	12 =	\$_____
Option year Three (3)	120 m2 x	\$_____ =	\$_____ x	12 =	\$_____
Option year Four (4)	120 m2 x	\$_____ =	\$_____ x	12 =	\$_____
1.2 SUB-TOTAL:					\$_____

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1.3 GUARDHOUSE					
Period	Cleanable Area	Firm Monthly Rate per m2	Firm Monthly Rate	Number of Months	Firm Annual Rate
Year One (1)	18 m2 x	\$ _____ =	\$ _____ x	12 =	\$ _____
Option year One (1)	18 m2 x	\$ _____ =	\$ _____ x	12 =	\$ _____
Option year Two (2)	18 m2 x	\$ _____ =	\$ _____ x	12 =	\$ _____
Option year Three (3)	18 m2 x	\$ _____ =	\$ _____ x	12 =	\$ _____
Option year Four (4)	18 m2 x	\$ _____ =	\$ _____ x	12 =	\$ _____
1.3 SUB-TOTAL:					\$ _____

1.4 BUILDING 201					
Period	Cleanable Area	Firm Monthly Rate per m2	Firm Monthly Rate	Number of Months	Firm Annual Rate
Year One (1)	9,402 m2 x	\$ _____ =	\$ _____ x	12 =	\$ _____
Option year One (1)	9,402 m2 x	\$ _____ =	\$ _____ x	12 =	\$ _____
Option year Two (2)	9,402 m2 x	\$ _____ =	\$ _____ x	12 =	\$ _____
Option year Three (3)	9,402 m2 x	\$ _____ =	\$ _____ x	12 =	\$ _____
Option year Four (4)	9,402 m2 x	\$ _____ =	\$ _____ x	12 =	\$ _____
1.4 SUB-TOTAL:					\$ _____

1.5 BUILDING 210					
Period	Cleanable Area	Firm Monthly Rate per m2	Firm Monthly Rate	Number of Months	Firm Annual Rate
Year One (1)	492 m2 x	\$ _____ =	\$ _____ x	12 =	\$ _____
Option year One (1)	492 m2 x	\$ _____ =	\$ _____ x	12 =	\$ _____
Option year Two (2)	492 m2 x	\$ _____ =	\$ _____ x	12 =	\$ _____
Option year Three (3)	492 m2 x	\$ _____ =	\$ _____ x	12 =	\$ _____
Option year Four (4)	492 m2 x	\$ _____ =	\$ _____ x	12 =	\$ _____
1.5 SUB-TOTAL:					\$ _____

PRICING SCHEDULE 2:

Firm all inclusive prices/rates including overhead, profit and all related costs for additional cleaning, Emergency Cleaning operations not described in Pricing Schedule 1 on an "AS AND WHEN REQUESTED" basis.

2.1) LABOUR: Our firm hourly rate per qualified personnel shall be:

i) Outside Regular Hours Monday to Saturday	YEAR 1 RATE	OPTION YEAR 1 RATE	OPTION YEAR 2 RATE	OPTION YEAR 3 RATE	OPTION YEAR 4 RATE
	\$_____/HR	\$_____/HR	\$_____/HR	\$_____/HR	\$_____/HR
Estimated quantity of hours per year:	160	160	160	160	160
Extended Price:	\$_____	\$_____	\$_____	\$_____	\$_____
2.1 (i) SUB-TOTAL:					\$_____

AUTHORIZATION FOR DELIVERY: The consignee shall request delivery of goods/services identified in Pricing Schedule 2.1 (i) on form GC 227.

TOTAL ASSESSED PROPOSAL PRICE:

Sum of Basis of Pricing 1.1 to 1.5 inclusive and Basis of Pricing 2.1(i): \$_____

**IN THE CASE OF ERROR IN THE EXTENSION OF PRICES, THE UNIT PRICE WILL GOVERN.
CANADA MAY ENTER INTO CONTRACT WITHOUT NEGOTIATION.**

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.

The Evaluation Procedures has two (2) phases:

- A) Phase 1 - Mandatory Requirements
- B) Phase 2 - Basis of Selection

A) Phase 1 - Technical Evaluation - Mandatory Requirements:

- 1) Attendance at the mandatory site visit;
- 2) Contractor's qualification in accordance with Part 3, Section 1: Technical Bid;
- 3) Working On-Site Supervisor's qualification in accordance with Part 3, Section 1: Technical Bid;
- 4) Submission of a Firm Price/Rate in Canadian funds for all the items listed in the RFP, Part 3, Section II, Financial Bid;
- 5) Inclusion of the bid financial security with the bid submission in accordance with Part 6 - Security and Financial Requirements.

B) Phase 2 - Basis of Selection

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

Contractors will not be reimbursed for the cost of responding to this Request for Proposal.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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

1. Certifications Precedent to Contract Award

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

1.1 Federal Contractors Program - \$200,000 or more (A3030T 2010-08-16)

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

1.2 Former Public servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

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, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

PART 6 - SECURITY AND FINANCIAL REQUIREMENT

1. Security Requirement

1.1 Security Clearance

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 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

3. For additional information on security requirements, bidders should consult the "[Security Requirements on PWGSC Bid Solicitation - Instructions for Bidders](http://www.pwgsc.gc.ca/acquisitions/text/plain/plainpm-e.html#a31)" (<http://www.pwgsc.gc.ca/acquisitions/text/plain/plainpm-e.html#a31>) document on the Departmental Standard Procurement Documents Web site.

1.2 Employee Information for Security

The Bidder must specify the following information regarding employees proposed in Part 3, Section I (Technical Bid) to provide services against any resulting contract:

PROPOSED EMPLOYEES	
Legal Name (First & Last) (Please Print Clearly)	DATE OF BIRTH Day / Month / Year

Employee Information for Security - Working on Site Supervisor

PROPOSED EMPLOYEES	
Legal Name (First & Last) (Please Print Clearly)	DATE OF BIRTH Day / Month / Year

2. Financial Security

2.1 Bid Financial Security (E0004T, 2011-05-16)

1. Bidders must provide bid financial security consisting of:
 - (a) a security deposit as defined in clause E0008T, or
 - (b) a bid bond (form PWGSC-TPSGC 504), which must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. Bidders must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If the financial security is in the form of a bill of exchange or a government guaranteed bond and:
 - (a) the bid price is \$250,000 or less, the amount of the security deposit must represent ten (10) percent of the aggregate of the bid Firm Annual Rates for the period comprising year one (1); or
 - (b) the bid price exceeds \$250,000, the amount of the security deposit must be \$25,000 plus five (5) percent of the amount by which the bid price exceeds \$250,000, to a maximum of \$250,000.
4. If the financial security is a bid bond, the amount of the bond must represent ten (10) percent of the aggregate of the bid price.
5. Bidders who provide a security deposit as bid financial security must submit their bid under seal (does not apply in Quebec).

2.2 Security Deposit Definition (E0008T, 2011-05-16)

1. "security deposit" means
 - (a) a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - (b) a government guaranteed bond; or
 - (c) an irrevocable standby letter of credit, or
 - (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means
 - (a) any corporation or institution that is a member of the Canadian Payments Association;
 - (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
 - (c) a credit union as defined in paragraph 137(6) of the Income Tax Act;
 - (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory;
 - (e) the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
 - (a) payable to bearer;

- (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations;
- (c) registered in the name of the Receiver General for Canada.

4. "irrevocable standby letter of credit"

- (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
 - (i) will make a payment to or to the order of Canada, as the beneficiary;
 - (ii) will accept and pay bills of exchange drawn by Canada;
 - (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
 - (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
- (b) must state the face amount which may be drawn against it;
- (c) must state its expiry date;
- (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

2.3 **Security Deposit (E0003T, 2011-05-16)**

1. Canada will hold the security deposit as security to entry into a contract. If a successful bidder refuses to enter into contract, the amount of the security deposit will be forfeited to Canada or a demand for payment will be made against the letter of credit by Canada. The amount forfeited or payment demand will not exceed the difference between the bid price and the amount of the Contract awarded by Canada for the requirement.
2. Canada will return all non-forfeited security deposits to unsuccessful bidders after contract award, and to the successful Bidder upon receipt of the required contract financial security. If no contract is awarded, Canada will return all security deposits at the expiration of the bid validity period, including any extension.

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Requirement

To provide Janitorial Services including all labour, material and equipment for Public Works and Government Services Canada (PWGSC), located at the Canadian Food Inspection Agency, 3851 Fallowfield Road, Ottawa, Ontario, Canada. The services must be provided in accordance with Specification No. 39903-120473 at Appendix "A".

1.1 Mandatory Response Time

It is a mandatory requirement of this contract that the Company authorized representative be personally available to attend meetings and to respond to inquiries within 24 hours of the Technical Authority's or the Contracting Authorities request. Also in accordance with Specification, Section 1, Special Conditions, clause 2.4, it is mandatory to provide an Emergency response and on site service within one (1) hour of receiving a call 24 hours a day, 7 days a week.

2. All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2011-05-16) General Conditions - Services, apply to and form part of the Contract.

3. Security Requirement

1. The Contractor/Offor must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2. The Contractor/Offor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

4. The Contractor/Offor must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Appendix "B";
- (b) Industrial Security Manual (Latest Edition).

4. Term of Contract

4.1 Period of Contract

The period of the Contract is from _____ to _____ inclusive.

4.2 Option to Extend Contract

The Contractor hereby grants to Canada four (4) irrevocable options to extend the term of the Contract each for an ADDITIONAL CONSECUTIVE TWELVE (12) MONTH PERIOD, under the same terms and 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 before the contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Joanne Ladouceur
Public Works and Government Services Canada
Real Property Contracting Directorate
3C2, 11 Laurier Street, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

Telephone Number (819) 956-6647
Facsimile Number: (819) 956-3600
Joanne.Ladouceur@pwgsc-tpsgc.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.

5.2 Technical Authority

The Technical Authority for the Contract is : **WILL BE PROVIDED AT CONTRACT AWARD.**

The Technical Authority named above 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 Technical Authority, however the Technical 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.

5.3 Contractor's Representative

The name and particulars of the person to be contacted for general enquiries and follow-up purposes:

Name: _____

Telephone: _____

Facsimile: _____

Cellular: _____

E-mail: _____

5.4 Specific Person(s) - Working on-site Supervisor

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

Supervisor Name: _____

Telephone Number: _____

Cellular Number: _____

Facsimile Number: _____

E-Mail: _____

6. Payment**6.1 Basis of Pricing**

The Basis of Pricing will be inserted at contract award as per winning bid submitted in accordance with Part 3 Section II Financial Bid - Basis of Pricing of this solicitation.

6.2 Basis of Payment - Firm Prices and "As and When"

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor shall be paid firm prices as identified below. Goods and Services Tax or Harmonized Sales Tax extra, if applicable.

- a) Firm rates shall be paid in accordance with **Pricing Schedule 1** in twelve (12) payments at the end of each month.

- b) "As and When Requested" Work
Any costs incurred for **Extra Work** in accordance with **Pricing Schedule 2** shall be paid, on an "as and when requested" basis, in accordance with the Specification, Annex A, after completion, inspection and acceptance of the work performed.

Canada's total liability under the "as and when requested" portion of the Contract shall not exceed **(to be determined)**. Goods and Services Tax or Harmonized Sales Tax extra, if applicable

The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor shall notify the Contracting Authority in writing as to the adequacy of this sum when:

- (a) it is 75 percent committed, or
(b) if the Contractor considers that the said sum may be exceeded, the Contractor must promptly notify the contracting Authority.

whichever comes first.

In the event that the notification refers to inadequate funds, the Contractor shall provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the

Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work.

6.3 Limitation of Expenditure

The Contractor will supply the goods and services under the Contract to an estimated total expenditure not exceeding \$ (to be determined) **(HST and GST excluded)** of which \$ (to be determined) **(HST and GST excluded)** is for goods and/or services enumerated or described in Basis of Pricing, Pricing Schedule 1 and \$ (to be determined) **(HST and GST excluded)** is for additional goods and/or services that may be requested from time to time at the prices and/or rates set out in Basis of Pricing, Pricing Schedule 2.

6.4 Determination of Cost

Canada may from time to time notify the contractor in writing of any changes to the amount of space to be cleaned, in the case of the addition or elimination of cleanable space, the change in the amount of the contract shall be calculated using the firm monthly rate per m2 identified in Pricing Schedule 1, and in accordance with the following formula:

The firm monthly rate per m2 for Routine, Scheduled and Patrol Cleaning Operations shall be multiplied by twelve months divided by two hundred and fifty working days. This amount shall be multiplied by the additional or eliminated m2. The ensuing amount shall then be multiplied by the number of days the additional space will be cleaned or eliminated. The resulting amount shall then constitute the sum by which the contract shall be increased or decreased.

6.5 SACC Manual Clauses

H1008C (2008-05-12) Monthly Payment

A9116C (2007-11-30) T1204 - Information Reporting by Contractor

C0710C (2007-11-30) Time Verification and Contract Price Verification

7. Invoicing Instructions

All invoices are to be mailed as per page one (1) of this contractual document and must include the following before any payments can be processed. All taxes are to be listed as separate items. Failure to submit the correct information may result in the rejection of invoice for processing.

- A) company name and address;
- B) contract number;
- C) description of routine, schedule and patrol cleaning;
- D) description of additional cleaning and emergency cleaning operations with support documents, as appropriate, and value;
- E) name of the person who requested the service;
- F) Goods and Services Tax/Harmonized Tax as a separate line item;
- G) Client Reference Number;
- H) Procurement Business Number.

8. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

This contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province or territory where the work is performed.

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 general conditions 2035, (2011-05-16);
- (c) Appendix "A" Specification No. 39903-120473;
- (d) Appendix "B" Security Requirements Check List (SRCL);
- (e) The Contractor's proposal dated _____ (insert date of bid), as amended
_____ (insert date(s) of amendment(s) if applicable)

11. SACC Manual Clauses

A0075C (2010-01-11) Ontario Labour Legislation
A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)
A9117C (2007-11-30) Direct Request by Customer Department

12. Insurance Requirements

12.1 Insurance Requirements

The Contractor must comply with the insurance requirements specified in the **following article 12.2 Commercial General Liability Insurance**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

12.2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (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) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

13. Contract Financial Security

1.1 The Contractor must provide one of the following contract financial securities within 14 calendar days after the date of contract award:

- (a) a performance bond ([PWGSC-TPSGC 505](http://www.tpsgc-pwgscc.gc.ca/app-acq/forms/documents/505.pdf)) (<http://www.tpsgc-pwgscc.gc.ca/app-acq/forms/documents/505.pdf>) in the amount of 50% of the aggregate of the bid Firm Annual Rates; or
- (b) a security deposit as defined in clause E0008C in the amount of 50% of the aggregate of the bid Firm Annual Rates.

Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, [Appendix L](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL), Acceptable Bonding Companies (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL>).

- (c) have as its condition the due performance of the obligations of the Contractor during the Contract.

1.2 Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are

attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

1.3 In the event of Canada advising the Contractor of Canada's intention of availing itself of an option year the Contractor shall furnish to Canada, no later than 14 days prior to the commencement of the period comprising the said option year, a duly executed contract financial securities to cover such option year, in an amount equal to 50% of the aggregate of the bid Firm Annual Rates applicable for the said option year and otherwise complying with the required contract financial securities relative to year one (1).

1.4 If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

13.1 Security Deposit Definition (E0008C, 2011-05-16)

1. "security deposit" means

- (a) a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
- (b) a government guaranteed bond; or
- (c) an irrevocable standby letter of credit, or
- (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

2. "approved financial institution" means

- (a) any corporation or institution that is a member of the Canadian Payments Association;
- (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;
- (c) a credit union as defined in paragraph 137(6) of the Income Tax Act;
- (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory;
- (e) the Canada Post Corporation.

3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:

- (a) payable to bearer;
- (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations;
- (c) registered in the name of the Receiver General for Canada.

4. "irrevocable standby letter of credit"

- (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
 - (i) will make a payment to or to the order of Canada, as the beneficiary;
 - (ii) will accept and pay bills of exchange drawn by Canada;
 - (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
 - (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
- (b) must state the face amount which may be drawn against it;
- (c) must state its expiry date;
- (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

14. Cellular Phones and/or Pagers

The Contractor's Foreman or Site Supervisor shall be equipped with a cellular phone and/or pager at all times. All expenses including installation, air time, activating fees, and the cost of the phones/pagers themselves, shall be the responsibility of the Contractor. The Contractor shall maintain an uninterrupted communication service.

15. Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

16. Pre-Commencement Meeting

A pre-commencement meeting is mandatory for the Contractor prior to commencing any work and minutes of the meeting shall be taken. The time and place of this meeting will be determined by the Departmental Representative.

Solicitation No. - N° de l'invitation

39903-120473/A

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fk279

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39903-120473

File No. - N° du dossier

fk27939903-120473

CCC No./N° CCC - FMS No/ N° VME

17. Workers' Compensation

It is mandatory that all persons performing the work be covered under the applicable workers' compensation legislation provided for the benefit of injured employees.

The Contractor is to supply the Departmental Representative with a copy of his safety policy as required by the applicable Provincial Occupational Safety and Health Regulations.

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APPENDIX 'A'

SPECIFICATION 39903-120473

CANADIAN FOOD INSPECTION AGENCY

3851 FALLOWFIELD ROAD, OTTAWA

FILE No. 39903-120473

Solicitation No. - N° de l'invitation

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APPENDIX 'B'

SECURITY REQUIREMENTS CHECKLIST

FILE NO. 39903-120473

Solicitation No. - N° de l'invitation

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APPENDIX 'C'

INFORMATION ON INCUMBENT EMPLOYEES

FILE NO. 39903-120473

Solicitation No. - N° de l'invitation

39903-120473/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

fk279

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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APPENDIX “C-1”

UNION AGREEMENT

FILE NO. 39903-120473

SPECIAL REQUIREMENTS

1.	The contractor will supply all equipment, materials or products required to carry out the work as described unless stated otherwise.
2.	All cleaning personnel employees shall wear:
2.1	matching shirt and trousers, or coveralls or duster coat.
2.2	the Company name or crest is to be affixed to the shirt, coveralls and coat.
2.3	clean uniforms are to be provided at all times.
2.4	all cleaning personnel who enter into the laboratories must wear a clean white lab coat (provided by the Agency) over their other clothing and this lab coat is to be removed before leaving the lab wing.
3.	All cleaning personnel employees must present a certificate showing completion of a WHIMIS training before starting work at this site.
4.	All cleaning personnel must complete a WHIMIS site orientation, (provided by the Agency) before being allowed to enter the laboratories.
5.	There must be a minimum of four (4) cleaning persons on site (includes Supervisor) , each normal business day as follows: Two (2) cleaners during the hours of 7:00 to 15:00 (one of these cleaners will be the Supervisor) Two (2) cleaners during the hours of 8:00 to 16:00
6.	There is to be one cleaning person designated as Supervisor, on site each normal business day, during the core hours of 07:00 and 15:00 and that person shall carry a cell phone at all times. The cell phone number shall be provided to the Agency Representative - Facilities Manager.
7.	The cleaning Supervisor shall liaise with the Agency Representative - Facilities Manager, on a daily basis.

8. Laboratory Cleaning

8.1 The cleaning personnel are to take special care, not to touch or disturb anything on the benches or on the equipment, while they are in the laboratory.

8.2 If the cleaning personnel find something that is broken or spilled, in the laboratory, they are to immediately leave the area and contact a laboratory supervisor to inform him/her of the problem.

8.3 If an accident happens, and something is broken or spilled, in the laboratory by the cleaning personnel:

(i) the cleaning personnel are to immediately leave the area, and contact a laboratory supervisor, to inform him/her of the problem.

(ii) the cleaning personnel, are to follow the directions of the laboratory supervisor, with regard to cleaning and/or disinfecting the clothing of the cleaning personnel.

**CLEANING DUTIES THAT MUST BE PERFORMED DURING SILENT HOURS
18:00 TO 06:00 MONDAY TO FRIDAY or SATURDAY, SUNDAY & HOLIDAYS
OTTAWA LABORATORY FALLOWFIELD (OLF)**

DESCRIPTION OF WORK		AREA TO BE CLEANED
May and November	Shampoo all carpets	Bldg. 201 - All Offices & Office corridors - C Wing
	Shampoo all carpets	Bldg. 201 - Library and Boardrooms - C Wing
	Shampoo all carpets	Bldg. 201 - Auditorium
	Shampoo all carpets	Bldg. 142 and Central Heating Plant
January and September	Wet scrub and refinish with 3 coats of wax - all floors	Bldg. 201 - Corridors, stairways, entrances and elevators, Wings A,B & C
	Wet scrub and refinish with 3 coats of wax - all floors	All Washrooms
August	Strip & refinish floors with 1 coat of sealer and 3 coats of wax	Bldg. 201 - All Labs & Offices Connected to Labs - A Wing
	Strip and refinish with 1 coat of sealer and 3 coats of wax - all floors	Bldg. 201 - Corridors, stairways, entrances and elevators, Wings A,B & C
	Strip and refinish with 1 coat of sealer and 3 coats of wax - all floors Complete wash down / clean tile walls and cubicles	All Washrooms
	Strip and refinish with 1 coat of sealer and 3 coats of wax	Bldg. 142, 210 and Central Heating Plant

MONDAY - FRIDAY SCHEDULE

	TYPE OF WORK	DESCRIPTION OF WORK	AREA TO BE CLEANED
Monday	Floors	Damp mop floors -(including Labs A314 and A128) Note: Labs A314 and A128 are to be done first	1st and 3rd floors - Laboratories and Offices connected to laboratories 'A' Wing, Bldg. 201
	Garbage	Replace plastic garbage bag in garbage receptacles with a new one each time the garbage is picked up	
	Recycle Material	Pick up recycle material	
Tuesday	Floors	Damp mop floors	2nd and 4th floors - Laboratories and Offices connected to laboratories 'A' Wing, Bldg. 201
	Garbage	Replace plastic garbage bag in garbage receptacles with a new one each time the garbage is picked up	
	Recycle Material	Pick up recycle material	
Wednesday	Floors	Damp mop floors - (including Labs A314 and A128) Note: Labs A314 and A128 are to be done first	1st and 3rd floors - Laboratories and Offices connected to laboratories 'A' Wing, Bldg. 201
	Garbage	Replace plastic garbage bag in garbage receptacles with a new one each time the garbage is picked up	
Thursday	Floors	Damp mop floors	2nd and 4th floors - Laboratories and Offices connected to laboratories 'A' Wing, Bldg. 201
	Garbage	Replace plastic garbage bag in garbage receptacles with a new one each time the garbage is picked up	
Friday	Floors	Damp mop floors	Labs 314 and 128 - Laboratories and Offices connected to laboratories 'A' Wing, Bldg. 201
	Garbage	Replace plastic garbage bag in garbage receptacles with a new one each time the garbage is picked up	Laboratories and Offices connected to laboratories 'A' Wing, Bldg. 201

DAILY SCHEDULE

	TYPE OF WORK	DESCRIPTION OF WORK	AREA TO BE CLEANED
1.1		Corridors, stairways, entrances and elevators, A,B & C Wings including a distance of 8 meters on the outside of all exterior doors	Bldg. 201 -
	1.1.1	Vacuum entrance hallway (receptionist area)	
	1.1.2	Clean/wipe down all entrance doors	
	1.1.3	Machine wash all corridors	
	1.1.4	Wet mop all stairways and elevator floors	
	1.1.5	Remove gum, graffiti and other foreign residue from all surfaces	
	1.1.6	Remove garbage from waste receptacles and replace the plastic garbage bag with a new one	
	1.1.7	Remove leaves, grass clippings, and other debris from exterior sidewalks and steps	
2.1		Washrooms Each washroom is to be cleaned at the same time each day. These times are to be arranged with the Agency Representative and they are not to coincide with normal peak usage periods. A sign, advising the staff of the daily time for janitorial duties in that washroom is to be posted at each washroom.	Bldg. 201
	2.1.1	Remove gum, graffiti and other foreign residue from all surfaces	
	2.1.2	Wet mop all floors with a germicidal detergent	
	2.1.3	Remove all trash from strainers in base of urinals	
	2.1.4	Wash both sides of toilet seats and the interior and exterior of bowls, flush tanks and wash basins, with a germicidal detergent	
	2.1.5	Damp wipe all water taps, dispensers, counters, benches, door plates, and flush valves with a germicidal detergent	
	2.1.6	Empty all waste receptacles and replace the plastic insert bag with a new one	
	2.1.7	Supply and replenish soap, paper hand towels and toilet paper in the respective dispensers	
	2.1.8	Spot clean walls and partitions	
	2.1.9	Clean mirrors	
	2.1.10	Report any leaks or malfunctioning equipment to the Maintenance Trouble Desk	

3.1		Offices & Office corridors - C Wing	Bldg. 201
	3.1.1	Empty all waste receptacles and replace the plastic insert bag with a new one	
	3.1.2	Vacuum all carpets with a quiet filtered vacuum cleaner	
	3.1.3	Remove gum graffiti and other foreign residue from all surfaces	
4.1		Library and Boardrooms Adjust cleaning times to periods when the boardrooms are not occupied. Do not remove any written material from chalk boards or white boards.	Bldg. 201
	4.1.1	Vacuum all boardrooms each morning at 7:00am	
	4.1.2	Empty all waste receptacles and replace the plastic insert bag with a new one	
	4.1.3	Remove gum graffiti and other foreign residue from all surfaces	
5.1		Auditorium The auditorium is used sporadically and daily cleaning schedules may be adjusted according to usage.	Bldg. 201
	5.1.1	Vacuum auditorium each morning at 7:00am	
	5.1.2	Empty all waste receptacles and replace the plastic insert bag with a new one	
	5.1.3	Remove gum graffiti and other foreign residue from all surfaces	
6.1		Cafeteria Excluding the food preparation area and all kitchenettes	Bldg. 201
	6.1.1	Damp wash all tables and counter tops	
	6.1.2	Damp mop or machine wash all floors	
	6.1.3	Remove gum graffiti and other foreign residue from all surfaces	
	6.1.4	Remove garbage from waste receptacles and replace the plastic garbage bag with a new one	
	6.1.5	Refill all paper towel dispensers	
7.1	7.1		Guardhouse
	7.1.1	Wet mop all floors	
	7.1.2	Empty all waste receptacles and replace the plastic insert bag with a new one	
	7.1.3	Refill all paper towel and toilet paper dispensers	
	7.1.4	Damp wipe all mirrors	

WEEKLY SCHEDULE

	TYPE OF WORK	DESCRIPTION OF WORK	AREA TO BE CLEANED
1.2		Laboratories and Offices connected to laboratories 'A' Wing	Bldg. 201
	1.2.1	Damp wipe all door hardware, bright metal work on doors	
	1.2.2	Replace burned out fluorescent light tubes, with new ones supplied by the Agency	
2.2		Corridors, stairways, entrances, Wings A,B & C including a distance of 8 meters on the outside of all exterior doors	Bldg. 201
	2.2.1	Damp wipe all door hardware, bright metal work on doors	
	2.2.2	Damp wipe hand rails, vertical grills and baseboards	
	2.2.3	Damp wipe the complete interior of the elevator cab	
	2.2.4	Replace burned out fluorescent light tubes, with new ones supplied by the Agency	
	2.2.5	Damp wipe sash and glass of notice boards	
	2.2.6	Wash water fountains with a germicidal detergent and rinse with clean water	
	2.2.7	Remove cigarette butts from exterior containers	
	2.2.8	Empty all recycle containers	
3.2		All Washrooms Each washroom is to be cleaned at the same time each day. These times are to be arranged with the Agency Representative and they are not to coincide with normal peak usage periods. A sign, advising the staff of the WEEKLY time for janitorial duties in that washroom is to be posted at each washroom.	Bldg. 201
	3.2.1	Damp wipe both sides of all partitions and cubicle doors and all walls including shower areas with a germicidal detergent	
	3.2.2	De-scale toilet bowls and urinals	
	3.2.3	Clean all waste receptacles with a germicidal detergent	
	3.2.4	Pour at least 5 litres of water down each floor drain	
	3.2.5	Replace burned out fluorescent light tubes, with new ones supplied by the Agency	

4.2		Offices & Office corridors - C Wing Cleaners are not to disturb anything that is on the se surfaces (equipment, books, paper or files, etc.)	Bldg. 201
	4.2.1	Empty all recycle containers	
	4.2.2	Damp wipe all glass in corridor doors	
	4.2.3	Damp wipe all door hardware, bright metal work on doors, window ledges and the top of interior partitions	
	4.2.4	Dust all horizontal surfaces of desks, file cabinets with a cloth moistened with a dust collector.	
	4.2.5	Vacuum all upholstered chairs, and damp wipe all other chairs	
	4.2.6	Replace burned out fluorescent light tubes, with new ones supplied by the Agency	
	4.2.7	Spot wash wall and doors	
5.2		Library and Boardrooms Adjust cleaning times to periods when the boardrooms are not occupied. Do not remove any written material from chalk boards or white boards.	Bldg. 201
	5.2.1	Wash chalkboards with clean water	
	5.2.2	Clean white boards with an approved product	
	5.2.3	Clean chalk troughs	
	5.2.4	Vacuum carpets with a quiet filtered vacuum	
	5.2.5	Replace burned out fluorescent light tubes with new ones supplied by the Agency	
6.2		Cafeteria Excluding the food preparation area and all kitchenettes	Bldg. 201
	6.2.1	Empty all recycle containers	
	6.2.2	Replace burned out fluorescent light tubes with new ones supplied by the Agency	
	6.2.3	Clean all waste receptacles with a germicidal detergent	
7.2		Friday afternoons - All Stairwells	Bldg. 201
	7.2.1	Spot wash walls / doors / ledges where required	
	7.2.2	Damp mop all stairs	

8.2		Offices and Internal Corridors - 'B' Wing	Bldg. 201
	8.2.1	Machine scrub or damp mop offices and corridors	
	8.2.2	Vacuum all carpets	
	8.2.3	Empty garbage from waste receptacles and replace the plastic garbage bag with a new one	
	8.2.4	Empty all recycle containers	
9.2			Guardhouse
	9.2.1	Damp wipe both sides of all partitions and cubicle doors and all walls including shower areas, with a germicidal detergent	
	9.2.2	De-scale toilet bowls and urinals	
	9.2.3	Replace burned out fluorescent light tubes with new ones supplied by the Agency	
	9.2.4	Damp wipe all interior glass	
10.2			Bldg. 210
	10.2.1	Empty all recycle containers	
	10.2.2	Damp wipe all glass in corridor doors	
	10.2.3	Damp wipe all door hardware, bright metal work on doors, window ledges and the top of interior partitions	
	10.2.4	Dust all horizontal surfaces of desks, file cabinets with a cloth moistened with a dust collector.	
	10.2.5	Vacuum all upholstered chairs, and damp wipe all other chairs	
	10.2.6	Replace burned out fluorescent light tubes, with new ones supplied by the Agency	
	10.2.7	Spot wash wall and doors	

TWICE WEEKLY SCHEDULE

	TYPE OF WORK	DESCRIPTION OF WORK	AREA TO BE CLEANED
1.3		Office Areas and Control Room	Bldg. 142 and Central Heating Plant
	1.3.1	Wet mop all floors in lunch rooms, washrooms, offices and corridor of Bldg. 142	
	1.3.2	Vacuum all carpets and mats in offices and corridor of Bldg. 142	
	1.3.3	Empty garbage from waste receptacles and replace the plastic garbage bag with a new one	
	1.3.4	Empty all recycle containers	
	1.3.5	Remove gum graffiti and other foreign residue from all surfaces	
	1.3.6	Refill all paper towel and toilet paper dispensers	
	1.3.7	Damp wipe both sides of all partitions and cubicle doors and all walls including shower areas, with a germicidal detergent	
	1.3.8	De-scale toilet bowls and urinals	
	1.3.9	Damp wipe all mirrors	
	1.3.10	Replace burned out fluorescent light tubes with new ones supplied by the Agency	
2.3		Stores Office Areas	Bldg. 201
	2.3.1	Empty garbage from waste receptacles and replace the plastic garbage bag with a new one	
	2.3.2	Empty all recycle containers	
	2.3.3	Remove gum graffiti and other foreign residue from all surfaces	
2.4		Maintenance Office and Lunchroom Area	Bldg. 201
	2.4.1	Wet mop all floors in lunch room and office areas	
	2.4.2	Empty garbage from waste receptacles and replace the plastic garbage bag with a new one	
	2.4.3	Empty all recycle containers	
	2.4.4	Remove gum graffiti and other foreign residue from all surfaces	

MONTHLY SCHEDULE

	TYPE OF WORK	DESCRIPTION OF WORK	AREA TO BE CLEANED
1.4		Laboratories and Offices connected to laboratories 'A' Wing	Bldg. 201
	1.4.1	Clean all waste receptacles with a germicidal detergent	
	1.4.2	Damp wipe all glass/windows and window ledges, on both sides of corridor and interior of laboratory offices	
2.4		Corridors, stairways, entrances, Wings A,B & C	Bldg. 201
	2.4.1	Spot wash walls where required	
	2.4.2	Remove foot grills and clean out recessed pan	
	2.4.3	Damp wipe all interior glass/windows and window ledges	
	2.4.4	Damp wipe interior of fire hose cabinets, fire extinguishers and both sides of cabinet glass	
	2.4.5	Clean all waste receptacles with a germicidal detergent	
3.4		Offices & Office corridors - C Wing Cleaners are not to disturb anything that is on these surfaces (equipment, books, paper or files, etc.)	Bldg. 201
	3.4.1	Clean all waste receptacles with a germicidal detergent	
	3.4.2	Damp wipe all glass in windows, partitions and office doors	
	3.4.3	Damp wipe sash and glass of all notice boards	
4.4		Library and Boardrooms Adjust cleaning times to periods when the boardrooms are not occupied. Do not remove any written material from chalk boards or white boards.	Bldg. 201
	4.4.1	Spot clean walls	
	4.4.2	Damp wipe all table tops	
	4.4.3	Clean all waste receptacles with a germicidal detergent	
	4.4.4	Damp wipe all interior glass/windows	
5.4		Auditorium	Bldg. 201
	5.4.1	Damp wipe all table tops	

6.4	6.4	Cafeteria Excluding the food preparation area and all kitchenettes	Bldg. 201
	6.4.1	Spot clean walls	
	6.4.2	Damp wipe all interior glass/windows	
7.4		Offices and Internal Corridors - 'B' Wing	Bldg. 201
	7.4.1	Clean all waste receptacles with a germicidal detergent	
	7.4.2	Damp wash all glass in windows, partitions and office doors	
8.4		Washrooms	Bldg. 201
	8.4.1	Complete wash down of shower areas	
9.4		Basement	Bldg. 201
	9.4.1	Damp Mop Floor (from Elevator to Bio-Room)	
10.4			Bldg. 142, 210 & CHCP
	10.4.1	Damp wipe all interior glass	
	10.4.2	Clean all waste receptacles with a germicidal detergent	
11.4		Up to (8) man hours per month if required to do special heavy duty cleaning such as but not limited to:	Special Heavy Duty Cleaning
	11.4.1	Clean up after construction or renovations	
	11.4.2	Removing floor stains from where equipment has been removed	
	11.4.3	Clean up water from broken water pipes	
	11.4.4	Re-waxing of small areas of floor where the finish may have deteriorated	
	11.4.5	Stripping and waxing of labs that are not included in the basic contract	

QUARTERLY SCHEDULE

TYPE OF WORK		DESCRIPTION OF WORK	AREA TO BE CLEANED
1.5		Laboratories and Offices connected to lab - 'A' Wing	Bldg. 201
Apr / Jul / Oct / Jan	1.5.1	In laboratory offices, clean all air grills, diffusers and surrounding metal flanges, using a detergent solution	
2.5		Offices & Office corridors - C Wing	Bldg. 201
May / Aug / Nov / Feb		Cleaners are not to disturb anything that is on these surfaces (equipment, books, paper or files, etc.)	
	2.5.1	Dust or vacuum all hanging light fixtures, exposed conduits and high ledges	
	2.5.2	Clean all air grills, diffusers and surrounding metal flanges, using a detergent solution	
3.5		Library and Boardrooms	Bldg. 201
Jun / Sep / Dec / Mar		Adjust cleaning times to periods when the boardrooms are not occupied. Do not remove any written material from chalk boards or white boards.	
	3.5.1	Dust or vacuum all hanging light fixtures, exposed conduits and high ledges	
	3.5.2	Clean all air grills, diffusers and surrounding metal flanges, using a detergent solution	
	3.5.3	Dust all horizontal surfaces of desks, file cabinets, with a cloth moistened with a dust collector.	
	3.5.4	Vacuum all upholstered chairs and damp wipe all other chairs	
4.5		Auditorium	Bldg. 201
May / Aug / Nov / Feb	4.5.1	Dust or vacuum all hanging light fixtures, exposed conduits and high ledges	
	4.5.2	Clean all air grills, diffusers and surrounding metal flanges, using a detergent solution	

CLEANING AREA EXCLUSIONS

	TYPE OF WORK	DESCRIPTION OF WORK	AREA TO BE CLEANED
1.7		'A' Wing Area	Bldg. 201 -
	1.7.1	Mechanical Rooms and chases	
	1.7.2	Walk in coolers, freezers and incubators	
	1.7.3	Labs 412, 414, 416 and 417	
	1.7.4	Basement	
2.7	2.7	'B' Wing Area	Bldg. 201 -
	2.7.1	Stores - All cages, shelving units and the wood/steel room - (Offices are included)	
	2.7.2	All maintenance shop areas - (lunchroom and office is included)	
	2.7.3	Room 106 Chemical Storage	
	2.7.4	Rooms 205/207 Animal Colony	
	2.7.5	Room 206 Areas behind 206 are excluded (Animal Colony Office is included)	
	2.7.6	Room 203 Rabies	
	2.7.7	Room 204 Incinerator	
	2.7.8	Rooms 305/307 Animal Colony	
	2.7.9	Room 306 Areas behind 306 are excluded (Animal Colony Office is included)	
	2.7.10	Room 304 Storage	
	2.7.11	Mechanical rooms and chases	
	2.7.12	Basement	
3.7		'C' Wing Area	Bldg. 201
	3.7.1	Mechanical rooms and chases	
	3.7.2	Basement	
4.7			Bldg. 142
	4.7.1	Mechanical rooms	
	4.7.2	Storage rooms	
5.7			Central Heating Plant
	5.7.1	Mechanical rooms	
6.7			Guardhouse
	6.7.1	No exclusions	
7.7			Bldg. 210
	7.7.1	No exclusions	

SEASONAL SCHEDULE

	TYPE OF WORK	DESCRIPTION OF WORK	AREA TO BE CLEANED
1.6	November	Install Agency owned floor mats: Corridors, stairways, entrances and elevators, Wings A,B & C	Bldg. 201
	1.6.1	Front entrance 6 feet by 135 feet and 4 feet by 30 feet	
	1.6.2	Rear entrance 6 feet by 45 feet	
	1.6.3	West entrance 6 feet by 6 feet	
	1.6.4	Vacuum these carpets daily	
	1.6.5	Shampoo these carpets monthly	
2.6	May	Remove Agency owned floor mats: Corridors, stairways, entrances and elevators, Wings A,B & C	Bldg. 201
	2.6.1	Front entrance 6 feet by 135 feet and 4 feet by 30 feet	
	2.6.2	Rear entrance 6 feet by 45 feet	
	2.6.3	West entrance 6 feet by 6 feet	



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

39903-12-0473

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	2. Branch or Directorate / Direction générale ou Direction	
CFIA	SCIENCE	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
N/A	N/A	
4. Brief Description of Work / Brève description du travail		
Jointfact Contract - Ottawa Laboratory Fallowfield, 1451 Fallowfield Road Bldgs. 201, 142, 210. Central Heating and Cooling Plant and Guardhouse		
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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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 <input checked="" type="checkbox"/> Yes Non 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 commerciale sans entreposage de nuit?		
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non 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	NATO / OTAN	Foreign / Étranger
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not releasable À ne pas diffuser		
<input type="checkbox"/>		
Restricted to: / Limité à:	Restricted to: / Limité à:	Restricted to: / Limité à:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of Information / Niveau d'information		
PROTECTED A PROTÉGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	PROTECTED A PROTÉGÉ A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PROTECTED B PROTÉGÉ B	NATO RESTRICTED NATO DIFFUSION RESTREINTE	PROTECTED B PROTÉGÉ B
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PROTECTED C PROTÉGÉ C	NATO CONFIDENTIAL NATO CONFIDENTIEL	PROTECTED C PROTÉGÉ C
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL	NATO SECRET NATO SECRET	CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECRET SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	SECRET SECRET
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOP SECRET TRÈS SECRET		TOP SECRET TRÈS SECRET
<input type="checkbox"/>		<input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)
<input type="checkbox"/>		<input type="checkbox"/>

18S/SCT 390-103(2004/12)

Security Classification / Classification de sécurité

Canada



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

39903-12-0473

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 ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity.

Si Oui, 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 ☐ Yes
Non 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

☒ RELIABILITY STATUS
COTE DE FIABILITÉ

☐ CONFIDENTIAL
CONFIDENTIEL

☐ SECRET
SECRET

☐ TOP SECRET
TRÈS SECRET

☐ TOP SECRET- SIGHT
TRÈS SECRET - SIGHT

☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☐ NATO SECRET
NATO SECRET

☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

☐ SITE ACCESS
ACCÈS AUX EMPLACEMENTS

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 ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☐ No ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☐ Yes
Non Oui

TBS/SC 359-103(2004/12)

Security Classification / Classification de sécurité

Canada

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 / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO PROTECTED / PROTECTOR	NATO CONFIDENTIAL / CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Plans / Documents / Plans / Production																
IT Media / Support TI																
IT Link / Lien électronique																

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 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".
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.

12. b) Will the documentation 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).

to be used with respect to the Successor Employer provisions of the contract.
à être utilisée en rapport avec les dispositions du contrat relatives à l'employeur qui succède.

5350 CANADIAN RD. UNIT 15 OTTAWA ONTARIO
5350 CANADIAN RD. UNIT 15 OTTAWA ONTARIO

2. Address - Adresse
5350 CANADIAN RD. UNIT 15 OTTAWA ONTARIO

3. Tel. no. - N° de tél.
(613) 260-1860

4. Fax no. - N° de télécopieur
(613) 244-1701

5. Workplace address - Adresse du lieu de travail
5350 CANADIAN RD. OTTAWA ONT

6. Page

Employees working at this workplace and give each employee, in box 7, a separate number. If more space is required for additional pages and make reference to the employees' separate number and to the item number.
Les employés travaillant à cet endroit et donnez à chacun, dans la case 7, un numéro distinct. Joignez au b

10. Date of hire. Y - A M D - J
Date d'embauche. 2008/05/06

11. Period of employment.
Période d'emploi.

From Y - A M D - J
De Au

To Y - A M D - J
Au

12. Wage rates - Taux de traitement.
\$ 14.00

13. Cost and period of each benefit.
Coût et période de chaque avantage \$ Y - A M D - J

14. Job classification or description. - Classification ou description des tâches.
SUPERVISOR

15. Number of weeks worked at premises during the 26 weeks preceding the date of request for information.
Nombre de semaines travaillées à cet endroit durant les 26 semaines précédant la date de la demande de renseignements.

26

16. Number of hours worked in regular non-overtime work week.
Nombre d'heures travaillées dans une semaine régulière sans

17. If hours of work vary from week to week, number of non-overtime hours for each week worked during the 13 weeks preceding the request for information.
Si les heures de travail varient d'une semaine à l'autre, le nombre d'heures travaillées, excluant les heures supplémentaires, dans chacune des semaines travaillées au cours des 13 semaines précédant la deman

Week 1: Week 2: Week 3: Week 4: Week 5: Week 6: Week 7:
Semaine 1: Semaine 2: Semaine 3: Semaine 4: Semaine 5: Semaine 6: Semaine 7:

Week 8: Week 9: Week 10: Week 11: Week 12: Week 13:
Semaine 8: Semaine 9: Semaine 10: Semaine 11: Semaine 12: Semaine 13:

18. Statement (check as applicable): - Déclaration (cochez s'il y a lieu):
a) the employee is actively employed at the premises but his/her job duties were not primarily performed at the premises during the 13 weeks preceding the date of request for information;
l'employé est principalement employé à offrir des services à cet endroit mais ses tâches n'ont pas été exécutées principalement dans les locaux pendant les 13 semaines précédant immédiatement la date de

b) the employee is employed but not actively employed at the premises, but his/her job duties were not primarily performed at the premises during his/her most recent 13 weeks of active employment;
l'employé ne fournit pas des services principalement dans les locaux et ses tâches n'ont pas été exécutées principalement dans les locaux pendant ses 13 semaines les plus récentes d'emploi actif.

10. Date of hire. Y - A M D - J
Date d'embauche. 2008/06/16

11. Period of employment.
Période d'emploi.

From Y - A M D - J
De Au

To Y - A M D - J
Au

12. Wage rates - Taux de traitement.
\$ 11.00

13. Cost and period of each benefit.
Coût et période de chaque avantage \$ Y - A M D - J

14. Job classification or description. - Classification ou description des tâches.
CLEANER HEAVY DUTY

15. Number of weeks worked at premises during the 26 weeks preceding the date of request for information.
Nombre de semaines travaillées à cet endroit durant les 26 semaines précédant la date de la demande de renseignements.

26

16. Number of hours worked in regular non-overtime work week.
Nombre d'heures travaillées dans une semaine régulière sans

17. If hours of work vary from week to week, number of non-overtime hours for each week worked during the 13 weeks preceding the request for information.
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Week 1: Week 2: Week 3: Week 4: Week 5: Week 6: Week 7:
Semaine 1: Semaine 2: Semaine 3: Semaine 4: Semaine 5: Semaine 6: Semaine 7:

Week 8: Week 9: Week 10: Week 11: Week 12: Week 13:
Semaine 8: Semaine 9: Semaine 10: Semaine 11: Semaine 12: Semaine 13:

18. Statement (check as applicable): - Déclaration (cochez s'il y a lieu):
a) the employee is actively employed at the premises but his/her job duties were not primarily performed at the premises during the 13 weeks preceding the date of request for information;
l'employé est principalement employé à offrir des services à cet endroit mais ses tâches n'ont pas été exécutées principalement dans les locaux pendant les 13 semaines précédant immédiatement la date de

b) the employee is employed but not actively employed at the premises, but his/her job duties were not primarily performed at the premises during his/her most recent 13 weeks of active employment;
l'employé ne fournit pas des services principalement dans les locaux et ses tâches n'ont pas été exécutées principalement dans les locaux pendant ses 13 semaines les plus récentes d'emploi actif.

20. Information provided on this form is:
Les renseignements de la présente formule sont: Original Revised
Original Modifiés

21. Name of authorized company representative. - Nom du représentant autorisé
JOSE CASTRO VICE PRESIDENT

1 - PWGSC - TPSGC White copy - Copie blanche 2 - Bidder(s) - Soumissionnaire(s) Pink copy - Copie rose 3 - Successful Bidder - Soumissionnaire retenu Yellow copy - Copie jaune 4 - Current Contractor - Entrepreneur au

Buff copy - Copie chamais

05/2004)

APPENDIX
ANNEXE

INFORMATION ON INCUMBENT EMPLOYEES
RENSEIGNEMENTS SUR LES EMPLOYÉS TITULAIRES D'UN POSTE

2. Address - Adresse
3. Tel. no. - N° de tél.
4. Fax no. - N° de télécopieur
5. Workplace address - Adresse du lieu de travail

6. Dresser la liste de tous les employés travaillant à cet endroit et donnez à chacun, dans la case 7, un numéro distinct. Joignez au de feuilles supplémentaires pour n'importe lequel de ces items et faites mention du numéro distinct de l'employé et du numéro de l'item

10. Date of hire. Y - A M D - J 11. Period of employment. From Y - A M D - J To Y - A M D - J 12. Wage rates. - Taux de traitement. \$ 11.00

13. Cost and period of each benefit. Y - A M D - J 14. Job classification or description. - Classification ou description des tâches. CLEANER, HEAVY DUTY

15. Number of weeks worked at premises during the 26 weeks preceding the date of request for information. 26 16. Number of hours worked in regular non-overtime work week. Nombre de semaines travaillées à cet endroit durant les 26 semaines précédant la date de la demande de renseignements. Nombre d'heures travaillées dans une semaine régulière sans

17. If hours of work vary from week to week, number of non-overtime hours for each week worked during the 13 weeks preceding the request for information. Si les heures de travail varient d'une semaine à l'autre, le nombre d'heures travaillées, excluant les heures supplémentaires, dans chacune des semaines travaillées au cours des 13 semaines précédant la demande

Week 1: Semaine 1: Week 2: Semaine 2: Week 3: Semaine 3: Week 4: Semaine 4: Week 5: Semaine 5: Week 6: Semaine 6: Week 7: Semaine 7: Week 8: Semaine 8: Week 9: Semaine 9: Week 10: Semaine 10: Week 11: Semaine 11: Week 12: Semaine 12: Week 13: Semaine 13:

18. Statement (check as applicable): - Déclaration (cochez s'il y a lieu): a) the employee is actively employed at the premises but his/her job duties were not primarily performed at the premises during the 13 weeks preceding the date of request for information. b) the employee is employed but not actively employed at the premises, but his/her job duties were not primarily performed at the premises during his/her most recent 13 weeks of active employment. l'employé est principalement employé à offrir des services à cet endroit mais ses tâches n'ont pas été exécutées principalement dans les locaux pendant les 13 semaines précédant immédiatement la date de renseignements. l'employé ne fournit pas des services principalement dans les locaux et ses tâches n'ont pas été exécutées principalement dans les locaux pendant ses 13 semaines les plus récentes d'emploi actif.

10. Date of hire. Y - A M D - J 11. Period of employment. From Y - A M D - J To Y - A M D - J 12. Wage rates. - Taux de traitement. \$ 11.00

13. Cost and period of each benefit. Y - A M D - J 14. Job classification or description. - Classification ou description des tâches. CLEANER, HEAVY DUTY

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18. Statement (check as applicable): - Déclaration (cochez s'il y a lieu): a) the employee is actively employed at the premises but his/her job duties were not primarily performed at the premises during the 13 weeks preceding the date of request for information. b) the employee is employed but not actively employed at the premises, but his/her job duties were not primarily performed at the premises during his/her most recent 13 weeks of active employment. l'employé est principalement employé à offrir des services à cet endroit mais ses tâches n'ont pas été exécutées principalement dans les locaux pendant les 13 semaines précédant immédiatement la date de renseignements. l'employé ne fournit pas des services principalement dans les locaux et ses tâches n'ont pas été exécutées principalement dans les locaux pendant ses 13 semaines les plus récentes d'emploi actif.

one of the boxes: - Cochez une des cases s'il y a lieu: 20. Information provided on this form is: Les renseignements de la présente formule sont: 21. Name of authorized company representative. - Nom du représentant autorisé: JOSE CASTRO Vice-President

05/2004-1 - PWGSC - TPSGC White copy - Copie blanche 2 - Bidder(s) - Soumissionnaire(s) Pink copy - Copie rose 3 - Successful Bidder - Soumissionnaire retenu Yellow copy - Copie jaune 4 - Current Contractor - Entrepreneur a

be used with respect to the Successor Employer provisions of the contract.
doit être utilisée en rapport avec les dispositions du contrat relatives à l'employeur qui succède.

of the enterprise

5350 CAMDOTEK RD UNIT 15 OTTAWA ON

613-260-1860

613-249-1101

3851 FALLOUTFIELD RD OTTAWA ON

613-260-1860

employees working at this workplace and give each employee, in box 7, a separate number. If more space is required for additional pages and make reference to the employees' separate number and to the item number.

Dressez la liste de tous les employés travaillant à cet endroit et donnez à chacun, dans la case 7, un numéro distinct. Joignez au brouillon des pages supplémentaires pour n'importe lequel de ces items et faites mention du numéro distinct de l'employé et du numéro de l'item.

2. Address - Adresse	3. Tel. no. - N° de tél.	4. Fax no. - N° de télécopieur	5. Workplace address - Adresse du lieu de travail
5350 CAMDOTEK RD UNIT 15 OTTAWA ON	613-260-1860	613-249-1101	3851 FALLOUTFIELD RD OTTAWA ON

10. Date of hire. Date d'embauche.	Y - A M D - J	11. Period of employment. Période d'emploi.	From De	Y - A M D - J	To Au	Y - A M D - J	12. Wage rates - Taux de traitement.
2010-07-08							\$ 10.75

13. Cost and period of each benefit. Coût et période de chaque avantage \$	Y - A M D - J	14. Job classification or description. - Classification ou description des tâches.	26 CLEANER LIGHT DUTY
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15. Number of weeks worked at premises during the 26 weeks preceding the date of request for information. Nombre de semaines travaillées à cet endroit durant les 26 semaines précédant la date de la demande de renseignements.	26	16. Number of hours worked in regular non-overtime work week. Nombre d'heures travaillées dans une semaine régulière sans
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17. If hours of work vary from week to week, number of non-overtime hours for each week worked during the 13 weeks preceding the request for information. Si les heures de travail varient d'une semaine à l'autre, le nombre d'heures travaillées, excluant les heures supplémentaires, dans chacune des semaines travaillées au cours des 13 semaines précédant la demande.	Week 1: Semaine 1: Week 2: Semaine 2: Week 3: Semaine 3: Week 4: Semaine 4: Week 5: Semaine 5: Week 6: Semaine 6: Week 7: Semaine 7: Week 8: Semaine 8: Week 9: Semaine 9: Week 10: Semaine 10: Week 11: Semaine 11: Week 12: Semaine 12: Week 13: Semaine 13:
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18. Statement (check as applicable): - Déclaration (cochez s'il y a lieu): a) the employee is actively employed at the premises but his/her job duties were not primarily performed at the premises during the 13 weeks preceding the date of request for information; l'employé est principalement employé à offrir des services à cet endroit mais ses tâches n'ont pas été exécutées principalement dans les locaux pendant les 13 semaines précédant immédiatement la date de renseignements; b) the employee is employed but not actively employed at the premises, but his/her job duties were not primarily performed at the premises during his/her most recent 13 weeks of active employment; l'employé ne fournit pas des services principalement dans les locaux et ses tâches n'ont pas été exécutées principalement dans les locaux pendant ses 13 semaines les plus récentes d'emploi actif.
--

10. Date of hire. Date d'embauche.	Y - A M D - J	11. Period of employment. Période d'emploi.	From De	Y - A M D - J	To Au	Y - A M D - J	12. Wage rates - Taux de traitement.
							\$

13. Cost and period of each benefit. Coût et période de chaque avantage \$	Y - A M D - J	14. Job classification or description. - Classification ou description des tâches.
---	---------------	--

15. Number of weeks worked at premises during the 26 weeks preceding the date of request for information. Nombre de semaines travaillées à cet endroit durant les 26 semaines précédant la date de la demande de renseignements.	16. Number of hours worked in regular non-overtime work week. Nombre d'heures travaillées dans une semaine régulière sans
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17. If hours of work vary from week to week, number of non-overtime hours for each week worked during the 13 weeks preceding the request for information. Si les heures de travail varient d'une semaine à l'autre, le nombre d'heures travaillées, excluant les heures supplémentaires, dans chacune des semaines travaillées au cours des 13 semaines précédant la demande.	Week 1: Semaine 1: Week 2: Semaine 2: Week 3: Semaine 3: Week 4: Semaine 4: Week 5: Semaine 5: Week 6: Semaine 6: Week 7: Semaine 7: Week 8: Semaine 8: Week 9: Semaine 9: Week 10: Semaine 10: Week 11: Semaine 11: Week 12: Semaine 12: Week 13: Semaine 13:
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18. Statement (check as applicable): - Déclaration (cochez s'il y a lieu): a) the employee is actively employed at the premises but his/her job duties were not primarily performed at the premises during the 13 weeks preceding the date of request for information; l'employé est principalement employé à offrir des services à cet endroit mais ses tâches n'ont pas été exécutées principalement dans les locaux pendant les 13 semaines précédant immédiatement la date de renseignements; b) the employee is employed but not actively employed at the premises, but his/her job duties were not primarily performed at the premises during his/her most recent 13 weeks of active employment; l'employé ne fournit pas des services principalement dans les locaux et ses tâches n'ont pas été exécutées principalement dans les locaux pendant ses 13 semaines les plus récentes d'emploi actif.
--

20. Information provided on this form is: Les renseignements de la présente formule sont:	21. Name of authorized company representative - Nom du représentant autorisé
<input checked="" type="checkbox"/> Original <input type="checkbox"/> Revised <input type="checkbox"/> Modified	JOSÉ CASTRO - VICE-PRESIDENT

1. PWGSC - TPSGC White copy - Copie blanche	2. Bidder(s) - Soumissionnaire(s) Pink copy - Copie rose	3. Successful Bidder - Soumissionnaire retenu Yellow copy - Copie jaune	4. Current Contractor - Entrepreneur actuel Buff copy - Copie chamais
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Copy of union certificate attached. Copie de l'accréditation syndicale	Copy of pending union application(s) attached. Copie de la (des) demande(s) d'adhésion syndicale annexée(s)	Dated - En date du Y - A M D - J	Signature	Date
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Collective Agreement

between:

**Ability Janitorial Services Limited
Allen Maintenance Ltd.
Bee-Clean Building Maintenance
Cleanmatters Janitorial Services Limited
Domus Building Cleaning Company Limited
Dustmoon Maintenance Limited
Empire Maintenance Industries
Hallmark Housekeeping Services Inc.
M.A. Independent
Omni Facility Services Canada Ltd.
Service Star Building Cleaning Inc.
UNICCO Facility Services Canada Company
(hereafter referred to as the "Company" or the "Employer")**

- and -

**Service Employees International Union, Local 2
(hereafter referred to as the "Union")**



**Effective: July 1, 2011
Expiry: June 30, 2015**

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Article 1 – General

- 1.1 It is the central purpose of this Agreement to establish the uniform, specific terms and conditions of employment as between the Union and those Employers set out above (hereinafter referred to as “the Employer” or “the Company”), with respect to the employees encompassed by this agreement, and to provide machinery for the prompt and equitable disposition of grievances. For the purpose of clarity, the terms and conditions of this collective agreement apply on a single employer basis, unless otherwise expressly noted herein, and any actions, settlement, and/or liability of one of the Employers shall not bind or otherwise affect any of the others.

Article 2 – Recognition

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees engaged in Cleaning and Maintenance within the City of Ottawa, save and except:
- Special project employees
 - office and clerical employees
 - supervisors and persons above the rank of supervisor
 - persons working at privately owned locations smaller than 100,000 square feet (unless those locations are unionized by SEIU or another bargaining agent)
 - persons working at publicly owned locations smaller than 25,000 square feet (unless those locations are unionized by SEIU or another bargaining agent)
 - Retail, residential and hotel accounts where the total square footage cleaned by the employer is less than 35, 000 square feet (unless those locations are unionized by SEIU or another bargaining agent)
 - persons excluded subject to the Letter of Understanding Re: Excluded Locations.

For the purpose of clarity ‘privately owned locations’ shall be defined as those properties in which the municipal, provincial or federal government does not have a majority ownership stake.

Article 3 – Relationship

- 3.1 The parties hereto agree that all present employees of the Employer covered by the terms of this Agreement shall, upon the completion of their probation period become and remain members in good standing of the union as a condition of continued employment.

- 3.2 All new employees hired after the signing date of this Agreement shall become members of the Union upon passing probation as a condition of continued employment.
- 3.3 Where the masculine or singular pronoun is used herein, it shall mean and include the feminine or the plural pronoun where the context so requires.
- 3.4 Union representatives shall not enter the premises of the Company nor carry on Union activities on such premises without first obtaining authorization from the Manager, which authorization shall not be reasonably denied.

Article 4 – Union dues

- 4.1 All new employees shall be required to become and remain members of the union as a condition of employment.
- 4.2 Employees covered by this agreement shall pay Union dues as established by the Union. The Union shall have an opportunity during working hours to interview new employees for the purpose of signing union membership application cards. The Union will arrange times for interviews in conjunction with the Employer.
- 4.3 The Employer shall deduct and remit all union dues on a monthly basis and union initiation fees, where appropriate, and shall send all of the monies so collected to the Secretary – Treasurer of the Union on or before the 15th, day of the following month the deductions were made together with a list of the names of the employees from whose pay deductions have been made and also the names of any employees terminated since the last payment.
- 4.4 The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands or other forms of liability that shall arise out of or by reason of any action taken or not by the Employer for the purpose of complying with any of the provisions of this Article.
- 4.5 The Employer will indicate the amount of Union dues paid by employees on their T-4 slips.

Article 5 – Management Functions

- 5.1 Except to the extent explicitly abridged by specific written provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its inherent rights to operate and manage its business and operations in accordance with its commitments, its obligations and responsibilities.

5.2 Without in any way diminishing or limiting those rights, it is understood and agreed that those rights include:

- a. The right to direct and supervise the work force, hire, schedule, promote, demote, discharge, determine work assignments, processes and equipment and materials to be used, set policies and procedures, classify, transfer, lay-off, assign and discipline employees for just cause provided that a claim by an employee who has acquired seniority that he has been disciplined or discharged without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

5.3 The Company agrees that its functions will not be exercised in a manner inconsistent with the other provisions of this Agreement in an effort to maintain and promote a harmonious relationship with the employees and the Union.

Article 6 - No Strike, No Lockouts

6.1 In view of this orderly procedure established by this Agreement for the settling of disputes and handling of grievances, the union agrees that during the lifetime of this Agreement, there will be no strikes, picketing, slowdowns, or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

Article 7 - Union Stewards

7.1 The Employer recognizes the right of the Union to elect or appoint one (1) Chief Steward representing the authorized areas of each working establishment. Should the Chief Steward be absent from work, or should there be more than ten (10) employees in working establishment, or should there be more than one (1) shift worked by the employees in the working establishment, the Employer recognizes the right of the Union to appoint an additional Union Stewards. The Union will notify the Employer from time to time as to the names of the Steward(s) and the areas of their responsibility and all stewards shall be regular employees of the Employer who have acquired seniority.

7.2 The Union acknowledges that Stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties to attend to the complaints and grievances of employees without having first secured permission from their immediate supervisor, which permission shall not unreasonably be withheld. Stewards shall state their destination to their immediate Supervisor and shall report again to him at the time of their return to work, provided these steps are followed, Stewards shall not suffer a loss of basic pay. The Employer reserves the right to limit the duration of such meetings, these limits shall not be unreasonable.

7.3 Where the Company has less than one hundred employees covered by this agreement the Union shall have the right to appoint or elect one employee to serve as a member of the negotiating committee. Where the Company has one hundred or more employees covered by this agreement the Union shall have the right to appoint or elect two employees to serve as a member of the negotiating committee. Employees will be paid by the Company for time off work for the purpose of participation in mutually agreed negotiations up to conciliation. Time paid for attendance at negotiations will not exceed the number of hours the employee is regularly scheduled to work.

7.4 Where an employee is required to attend a meeting in which a written warning, suspension, or discharge is to be given, the Supervisor or designate will inform the employee prior to the meeting of his right to have a Union Steward present at the meeting.

The employee may request the presence of the union Steward during the meeting. Where the employee requests such representation, the Supervisor will send for the Steward without further discussion of the matter with the employee. If a Steward is not available, the Employer shall schedule the disciplinary meeting within the next twenty-four (24) hours and it shall then become the sole responsibility of the employee concerned to arrange for a Union Steward to be in attendance when the meeting occurs.

7.5 Copies of all disciplinary notices issued to bargaining unit members shall be forwarded to the union's Business Agent.

7.6 The Union may request from each Company up to three (3) days off per calendar year, without pay, for Stewards of the bargaining unit. The Employer shall reasonably grant such requests. This leave is over and above the time required to negotiate this Collective Agreement. The maximum number of stewards absent at any given time is not to exceed three (3) and not more than one (1) from any given location.

Article 8 – Grievance Procedure

8.1 The purpose of this Article is to provide an orderly procedure for the resolution and disposition of grievances.

8.2 A grievance is an allegation by an employee, the Union, or the Company that one party has violated this Agreement or by an employee who has completed the probationary period that he has been unjustly disciplined or discharged.

8.3 Step 1

- a. An employee initiates a grievance by verbally notifying his Supervisor that he has a grievance and then providing the Supervisor with the details and circumstances of the matter, along with the remedy sought. Such an employee may request the presence of an available steward at the meeting.
- b. This must occur within five (5) working days of the incident giving rise to the grievance. The Supervisor must respond verbally to the grievance within five (5) working days after hearing the grievance.
- c. If the employee is satisfied with the Supervisor's response, the matter is concluded and neither the grievance nor the response shall be binding or used as a precedent by the Company or the union.

Step 2

- a. Failing satisfactory settlement at Step 1, the grievance may be reduced to writing within five (5) working days of the response in Step 1 and submitted to the Site Manager.
- b. Upon receipt of such grievance the Site Manager shall issue a written response within five (5) working days.

Step 3

- a. Failing satisfactory settlement at step 2, the grievance shall be submitted to the Company head office and a meeting to discuss the grievance shall be arranged between the grievor, Steward, union Business Agent and Employer Representatives at a mutually agreed to time and date.
- b. A formal response will be issued by the Employer to the union's business Agent within five (5) working days of the above noted meeting.

8.4 Union, Discharge and Employer Grievances

The Union or the Employer may initiate a policy or group grievance directly into Step 2. A Claim by an employee, who has completed the probationary period, that he has been unjustly terminated may be filed directly at Step 2.

8.5 For the purpose of this Article, working days shall not include Saturdays, Sundays and Holidays.

8.6 Grievance Mediation

The parties agree to implement a Grievance mediation Procedure prior to proceeding to Arbitration as set out below.

- a. Either party may submit the grievance to Grievance mediation at any time within ten (10) calendar days following the receipt of the reply at step 3, or if no reply is received, within ten (10) calendar days following the expiration of the period limited for such reply. Where the matter is so referred, the Mediation process shall take place before the matter is referred to Arbitration.
- b. Grievance Mediation will commence within twenty-one (21) calendar days of the grievance being submitted to Mediation.
- c. The Grievance Mediation process is without prejudice to either party.
- d. No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- e. The parties may agree to the appointment of a Mediator by the Ministry of Labour, provided that such Mediator is able to commence Grievance Mediation within the time periods set out in the item (b) above, or where the parties mutually agree to extend the time periods for such Mediator.
- f. Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no records of the proceedings shall be made and legal counsel shall not be used by either party.
- g. If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediator Conference.
- h. The Mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
- i. If a grievance is not settled through the grievance Mediation process, the Mediator shall provide the parties with an immediate oral advisory opinion and the grounds of such advisory opinion, unless both parties agree that no such opinion shall be provided.
- j. If no settlement is reached within ten (10) calendar days following grievance Mediation, the parties are free to submit the matter to Arbitration as hereinafter provided. In the event that a grievance which has been mediated

subsequently proceeds to arbitration, the Mediator may serve as Arbitrator. Nothing said or done by the Mediator may be referred to at Arbitration.

k. Any settlement reached shall not be referred to by the parties in respect of any subsequent matter and in any other setting.

l. The Union and the Employer will share the cost of the Mediator, if any.

8.7 Arbitration

a. The Union and the Employer acknowledge the applicability of S.46 of the Labour Relations Act as more particularly set out in the Act, with respect to the appointment of a single arbitrator by the Minister.

b. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or to settle the grievance, unless mutually agreed to.

c. Each of the parties hereto will bear the expenses of a nominee appointed by it, and the parties will jointly share the expenses of the Chairperson of the Arbitration Board, if any.

8.8 The Arbitrator shall not have to power to alter or change any of the provisions of this Agreement; or to substitute any new provisions for any existing provisions; nor to render any decision inconsistent with the terms and provisions of the Agreement.

8.9 Both parties to this Agreement agree that the time limit may be extended by mutual agreement.

8.10 The parties agree the Employer will remove all discipline from the Employee personnel file, provided that:

a. No discipline is received for a period of twenty-four months (24) months.

b. The misconduct did not involve a violation of law or an issue constituting breach of trust.

Article 9 – Probationary Period

9.1 All employees shall serve as probationary employees until they have completed 480 hours of work or 60 shifts whichever occurs first. If they are retained when they have completed their probationary period, their names shall be placed on the appropriate seniority list and their seniority shall date back to their date of hire. The probationary period may be extended by the number of shifts missing during the probationary period.

9.2 The Employer shall supply the Union with a seniority list of all employees in January and July each year. The seniority list shall show the names of the employees, the date on which they commenced employment and the job title.

Article 10 - Service & Seniority

Seniority

10.1 Seniority shall be used in the application of the job posting, lay-off and recall provisions of this agreement, and shall be calculated as an employee's uninterrupted tenure at a specific work location* including service with previous contractors.

* A work location may be defined as a single building or a cluster of buildings by mutual agreement of the parties.

10.2 In all cases of job postings, promotions, job placement, work assignments, layoffs and recalls, the following factors shall be considered:

- a. Seniority
- b. Skill, ability.

Where skill, ability is relatively equal, the most senior available bidder shall be selected for the job posting.

Service

10.3 Service shall be used solely in determining an employee's entitlement to vacation benefits and shall be calculated as an employee's uninterrupted tenure at a specific work location, including service with a previous contractor or their overall service with the Company, whichever is greater.

10.4 Seniority, Service status and employment, once acquired, will be lost for the following reasons:

- a. Voluntary resignation.
- b. Discharge for cause.
- c. Absence from scheduled work for two (2) consecutive days without actual notice to the Employer, unless in circumstances it is impossible for him / her to do so.

- d. Failure to return to work within five (5) working days of written notice of recall sent by verifiable mail to the last known address according to the records of the Company.
- e. Lay off for twelve (12) months following date of lay off or the length of employment whichever is lesser.
- f. Extended absence due to injury or illness for twenty-four (24) months.
- g. Failure to return on scheduled day following an authorized leave of absence without an explanation satisfactory to the Company.

10.5 Employees shall be responsible for notifying the Company of any changes in address and/or phone number.

Article 11 – Job Postings, Lay-Off and Recall

- 11.1 The parties agree that all provisions of this Agreement which apply to job posting, lay-off, recall shall be applied pursuant to article 10.1 and 10.2.
- 11.2 Employees interested in vacancies at sites other than their own may advise the Employer in writing between January 1st and January 7th of each year of their interest in applying for such vacancies for the upcoming year as they become available. These employees will only be considered for such vacancies after all on-site applicants have had the opportunity to apply through the job posting article of this collective agreement. Employees who transfer from one site to another under this agreement will not be required to serve an additional probationary period and will be placed on the wage grid in accordance with their service at the previous work site(s). This process will not be used for subsequent vacancies as a result of awarding a vacancy to a staff member.

The Employer will notify employees of where to submit vacancy requests.

Where an employee with secret security (or higher) clearance wishes to transfer from one site to another the employer reserves the right to deny such requests for operational reasons.

11.3 Job Posting (Permanent Vacancies)

- a. When the Employer decides to fill a permanent vacancy or creates a new permanent classification such vacancy shall be posted for five (5) working days.

b. All postings will contain the following information:

- i. Job classification
- ii. Rate of pay.
- iii. Hours of work. ,
- iv. Shift.

Successful bidders will be selected pursuant to Article 10.2.

c. Employees may apply for a lateral transfer once every twelve (12) months when a position is available.

A copy of all vacancies and postings will be forwarded to the Union Office and to the Chief Steward. The name of successful bidders for such vacancies will also be provided to the Union.

d. Temporary vacancies expected to last four (4) or more months will be posted in accordance with Article 10.2 (a). No secondary vacancies will be posted as a result of the awarding of a temporary vacancy to a staff member.

Upon the return of the original individual who vacated the position the person who assumed the temporary position shall return to his or her former position.

Should the individual who has vacated the position fail to return to work the successful applicant will maintain the vacancy on a permanent basis.

Nothing in this agreement shall prevent the employer from filling temporary vacancies with new hires. During the term of the temporary vacancy such new hires shall be deemed to be probationary employees.

e. Emergency call in lists

Employees will state their availability for emergency duty on an emergency call in list.

This list will remain posted at all times and the Employer will call employees whose name appears on that list from top to bottom on a rotating basis, providing such employees have the qualifications, skills and ability to perform the work.

Employees unavailable or unwilling to accept the assignment will be considered to have worked for the purpose of proceeding through the list.

11.4 Lay-off and Recall

- a. As per article 10.1, In case of lay-off, or recall from lay-off, the employee with the greatest seniority, provided that he / she has the skill, ability to perform the required work, shall be the last to be laid off and conversely the first to be recalled from layoff.
- b. In the event of a layoff, the Employer agrees to notify and meet with the Union to discuss the effects to the layoff and consider possible alternatives to the layoff prior to notifying the affected employees.
- c. In the event of a reduction in the regular hours of work or a layoff of a permanent nature, the affected employee may accept the lay-off or exercise seniority rights to bump the least senior employee working in the building/cluster of buildings (as agreed by the parties) in the classification and on the shift. The parties agree that the employee originally subject to the lay-off must have the qualifications to do the job.
- d. A displaced employee may accept the lay-off or exercise seniority rights to bump the least senior employee in an equal or lower paying classification, on the same or another shift. Again, the parties agree that the employee originally subject to the lay-off must have the qualifications to do the job.

An employee who is laid off shall be considered for vacancies at other sites in accordance with Article 10.2 of this agreement. Employees will not be compelled to accept positions at other locations/sites other than their own sites.

Where a reduction in the regular hours of work or a lay-off occurs, of a temporary nature not to exceed thirteen (13) weeks, in either case, the affected employee may only bump the least senior employee in the classification.

Recall of employee(s) on lay-off shall be in the reverse order of lay-off, by classification, provided the employee(s) being recalled has the skill(s) and ability to do the work available.

- e. If known to the Employer, Employees will be provided with a minimum of seven (7) days notice of lay-off.
- f. In all cases of layoff probationary employees shall be laid off before employees who have attained seniority.

11.5 Recalls

Before hiring any new employee, the Employer will offer such opening to the qualified employee most recently placed on the lay-off list by means of registered letter.

Article 12 – Wages

- 12.1 Hourly wages will be paid according to the classification and schedule set forth in Schedule “A” of this Agreement.
- 12.2 Employees will be paid every two weeks or semi monthly. In the case of a holiday, employees will be paid on the previous business day prior to the holiday.
- 12.3 The Employer may elect to provide “automatic deposit” of net pay to the employee’s bank account. In such cases, it is the sole responsibility of the employee to provide current, accurate banking information to the Employer and the Employer will ensure that a Statement of Earnings is provided to the employees in accordance with the distribution requirement outlined in Paragraph 12.1
- 12.4 Corrections to payroll errors are done the day following the payday. The employees shall inform the Area Manager who will notify the payroll office. A cheque will be issued for amount equal or exceeding \$50.00. Lesser amounts will be paid in the following payroll.

Article 13 – Hours of Work and Overtime

- 13.1 The normal work schedule for each employee shall be made available to an employee or union Representative upon request.
- 13.2 An employee who reports for his / her scheduled shift and finds that no work is available, will be paid for four and one half (4.5) hours or the length of her scheduled shift (whichever is less) at his / her regular rate of pay unless the employee received prior notification not to report to work or the unavailability or work is the result of cause beyond the control of the Employer, i.e. fire, flood, strike or an act of God, etc.
- 13.3 The Employer agrees to distribute excess work as equitably as possible among available, qualified employees. This work will be offered to employees in the classification normally assigned to perform work.
- 13.4 The Employer agrees to pay time and one-half (1 ½) the hourly rate established in Schedule “A” for all hours paid in excess of forty-four (44) hours in a work week.

13.5 The Employer will not reschedule any employees for the purpose of avoiding overtime.

13.6 Available overtime opportunities shall be offered equitably, on a rotational basis, to employees who have expressed their desire to work overtime, and are available.

13.7 The parties agree that bargaining unit employees employed on the date of ratification of this Collective Agreement will suffer no reduction in hours of work, for the life of this Agreement, unless a tenant vacancy occurs resulting in a decrease in the area to be cleaned, or a request is made by the customer to reduce operating cost. Nothing in this article shall prevent the employer from laying off employees pursuant to the lay-off provisions (11.2).

Article – 14 Holidays

14.1 The recognized holidays with pay for this Agreement shall be:

New Years Day	Good Friday	Victoria Day
Canada Day	Thanksgiving Day	Labour Day
Boxing Day	Christmas Day	Family Day

Effective 2013, employees who have completed one year of service or seniority shall be entitled to one (1) paid personal day per contract year to be scheduled on a mutually agreed date.

14.2 Eligible employees who are not assigned to duty on a Holiday named above will be paid their regular pay for the day.

14.3 Employees who are required to work on any of the Holidays specified in 14.1 above shall be paid at the rate of one and one-half times (1 ½) their regular rate of pay for all hours worked in addition to their regular rate for scheduled hours on that day.

14.4 Eligibility - An employee must have passed probation and must work his regularly scheduled shift before and after the Holiday, unless absent with permission of the Employer or because of proven illness. Probationary employees will receive statutory holiday pay in accordance with ESA.

14.5 Where a Holiday falls within an employee's vacation period such employee shall, at the employee's option, receive an extra day's pay in lieu of the holiday or an additional day of vacation at time which is mutually agreed upon by the employee and Employer.

14.6 Statutory Holiday hours worked will count towards the calculation of overtime hours that week.

Article 15 - Vacations

15.1 Vacation entitlement shall be calculated in accordance with article 10.3 of this agreement.

15.2 In 2011 and 2012, vacation entitlement shall be in accordance with the Employment Standards Act, 2000.

15.3 In 2013, and each year thereafter, employees will be entitled to vacation as follows:

- a) Upon completion of twelve (12) months of service, each employee shall be entitled to a two (2) weeks' vacation with pay at 4% of the gross wages of the employees in the previous twelve (12) months of employment.
- b) Employees who have completed eight (8) years of service shall be entitled to three (3) weeks' vacation with pay at six (6) percent of gross wages of the employees in the previous twelve (12) months of employment.
- c) Employees who have completed fifteen (15) years of service shall be entitled to four (4) weeks' vacation with pay of eight (8) percent of gross wages of the employees in the previous twelve (12) months of employment.

15.4 Vacation pay shall be paid as a separate line item and / or by a separate cheque.

15.5 Vacation requests will be submitted to the Employer by March 15th of each year and will be confirmed by the employer by April 1st. Vacation time will be allotted on the basis of seniority. Employees who miss the cut off date will have their vacation granted based on availability.

The Company reserves the right to deny request for vacation leave for the period of November 1st to December 31st at locations that are open 7 days a week.

Article 16 - Leave of Absence

16.1 The Company may, in its sole discretion, authorize a leave of absence of up to six (6) weeks without pay or benefits for personal reasons. Such request will be in writing, with the reason(s) clearly stated, and must be submitted as far in advance as possible to the Manager. In the event of an emergency leave of absence the Company may waive the request be in writing. An employee returning from such leave shall be placed in his/her former job and shift, if applicable.

The Employer may grant leave of absence in excess of six (6) weeks, however, seniority shall cease to accumulate after a six (6) weeks leave.

16.2 Bereavement – In the event of the death of an employee's spouse, child, step-child, mother, father, sister, brother, grandparent, grandchild, the Company agrees to grant paid time off, from scheduled work up to three (3) scheduled consecutive days. The three (3) days must include or immediately precede or follow the day of the funeral.

In the event of the death of an employee's mother-in-law or father-in-law, the Company agrees to grant paid time off, from scheduled work for two (2) days.

In the event of the death of an employee's son-in-law, daughter-in-law, sister-in-law or brother-in-law, the Company agrees to grant paid time off, from scheduled work for one (1) day.

In the event of the death of an employee's spouse's grandparent, the Company agrees to grant paid time off, from scheduled work for one (1) day.

16.3 Jury Duty – An employee, when called for jury duty or subpoenaed as a witness for the Company will be granted time off and compensated for the difference between his normal earnings and the payment received for jury duty or being so subpoenaed. The employee will provide evidence that he reported for jury duty or attended as a subpoenaed witness.

16.4 Pregnant and Parental Leave – The Company agrees to provide pregnancy and parental leave consistent with the Ontario Employment Standards Act. Upon return from such leave employees will be entitled to be reinstated to the same job in the same work area, if still available.

16.5 The Employer has the right to request an acceptable justification in cases of excessive or pattern absenteeism. The Employer will pay for any medical certificate requested by the Company to a maximum of \$20.00.

16.6 An employee shall be granted one (1) days leave of absence with pay for the purpose of attending formal hearings to obtain his / her Canadian citizenship.

16.7 Employees legitimately absent from work for a period of twelve (12) calendar months or less shall, upon their return to work, be entitled to be re-instated, unless operations have ceased in that work area.

Article 17 – Uniforms

17.1 Uniform Policy – The Employer believes strongly that image is very important and portrays their professionalism. The Company requires all front line employees to

wear Company uniforms as prescribed in their policy and in compliance with the Company's contract with its clients.

The employer agrees to continue its current practice with respect to the provision of uniforms.

Clothing or garments that are not supplied by the Company must be matching to the Company's uniform and must receive Management approval in advance.

Cleaning and maintenance of uniforms is the responsibility of the employees. Worn out or torn uniforms shall be returned to the Supervisor and will be replaced when required.

The uniforms are supplied free of charge to the employee provided all uniforms are returned to the Company upon separation of employment. Employees who fail to return the uniforms immediately upon departing from the Company will be deducted the full cost of the uniforms from their last pay.

Each employee is responsible for purchasing his or her footwear. Closed shoes with an anti-slip sole must be worn at work. Where certified safety shoes must be worn on the job, the Company reimburses employees up to one hundred (\$100.00) dollars every two (2) years upon presentation of an acceptable purchase receipt.

Employees have the option of changing into and out of their uniform at the work place. Employees who wish to wear the Company's uniform while off duty must conform to the Company's dress code.

17.2 The Employer will provide a winter coat with Company identification and gloves selected by the Employer to employees required to work outside during the winter months.

17.3 If lockers are available at the workplace, the Employer will supply the available facilities to the employees.

Article 18 – General

18.1 All special equipment and all equipment necessary to perform the duties assigned to the employees shall be furnished and kept in repair by the Employer.

18.2 Employees scheduled for a shift of more than five (5) hours shall be scheduled for an unpaid meal period of one –half (1/2) hour, unless an alternate arrangement is reached by the parties.

- 18.3 Employees scheduled for a shift of eight (8) hours shall be scheduled for two (2) fifteen (15) minutes rest periods during their shift. Each employee scheduled for a shift of less than eight (8) hours shall be scheduled for one (1) fifteen (15) minutes rest period during their shift.
- 18.4 All employees must be ready for duty upon commencement of shift. There shall be a five (5) minute personal wash-up period at the end of each regular shift for the purpose of changing clothes, etc.
- 18.5 Supervisors may perform bargaining unit work for experimentation, training purposes, emergencies purposes or as performed prior to the date of ratification of this Collective Agreement.
- 18.6 Employees temporarily assigned to perform the duties of higher rated classification shall be paid the rate of pay of that classification for the duration of the assignment, if the said assignment last longer then three (3) hours.
- 18.7 The parties agree to abide by the Human Rights Code. This will include making reasonable efforts to modify break times to accommodate prayer times or religious fasting.
- 18.8 The parties agree to equally share the cost of printing this Agreement.
- 18.9 In the event major changes are made to employees work assignment or operational changes are made that effect the majority of the members of the bargaining unit at a specific site, the employer agrees to the following;
- a) To notify the union before any member is advised of the change. If possible, such notification will take place at least 30 days before the change. Both parties agree to meet, if necessary, within two weeks of such notice having been received.
 - b) To share with the union the reasons for the change and the impact on members of the bargaining unit.
 - c) To discuss and jointly determine if new classifications are being created and if so to negotiate an appropriate rate of pay for these classifications. It is understood that no new classification shall be paid a rate less than as set out in Schedule A.
- 18.10 Notwithstanding any other article in this collective agreement the parties will meet quarterly to review the issues of mutual concern in the industry.

Article 19 – Bulletin Boards

19.1 Subject to availability of space and management approval, the Employer shall provide the Union with a bulletin board for posting notices. Where no bulletin board is available the Employer agrees to facilitate the distribution of Union provided material to the bargaining unit members.

Article 20 – Health and Safety

20.1 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the employees and the Union will cooperate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures.

20.2 Employees are required to report injuries to their Supervisor immediately. Any employee injured on the job shall be paid for the balance of his shift on which the injury occurred at the straight time hourly rate if, as a result of such injury, the employee is sent home by an officer or representative of the Employer, or is hospitalized.

20.3 If an employee is requested by the Employer to escort the injured employee home or to a hospital, that employee shall also be paid for the balance of his / her shift.

Article 21 – Duration

21.1 This Agreement is effective from July 1, 2011, and shall continue in effect through June 30, 2015.

FOR THE EMPLOYER:

FOR THE UNION:

Ability Janitorial Services Ltd.

Tom Galivan

Allen Maintenance Ltd

Bee-Clean Building Maintenance

Cleanmatters Janitorial Services Ltd.

Domus Building Cleaning Company Ltd.

Dustmoon Maintenance Limited

Empire Maintenance Industries

Hallmark Housekeeping Services Inc.

M.A. Independent

Omni Facility Services Canada Ltd.

Service Star Building Cleaning Inc.

UNICCO Facility Services Canada Company

Schedule "A"

Classification and Wages

Minimum Rates:

Classification	At the time of ratification	September 1, 2011	September 1, 2012	September 1, 2014
Cleaner	\$10.50	\$10.75	\$11.00	\$11.25
Day Porter/ Matron	\$11.25	\$11.50	\$11.75	\$12.00

Note: Probationary employees will receive a rate that is 25 cents less than the minimum rate.

Premiums:

Leadhand	\$0.50
Midnight Shift	\$0.50

Employees Receiving Rates above the Minimum Rates:

Except where the terms and conditions for a specific location are set out in an appendix to this agreement it is understood that no employee shall receive a wage increase less than 25 cents on September 1, 2011, September 1, 2012 and September 1, 2014.

Employment Standards Act

The parties agree that at no time will any person covered by this agreement earn a wage rate less than 25 cents above the minimum wage.

Letter of Understanding #1: Maintenance of Standards

Should the Employer acquire new job sites that are unionized with superior wages and/or benefit those terms will be recognized and maintained.

Should the Employer acquire new job sites that are non union with superior wages and/or benefits the parties will meet to negotiate the specific terms of employment that will apply to the employees of that specific site.

Where the parties are unable to negotiate the terms of employment referred to above either party may refer the matter to binding arbitration as referred to in Article 8.7 of this collective agreement.

Letter of Understanding #2: Non Union Tenders

Where a non union account goes out for tender nothing in this agreement shall prevent the union and the employer signatories to this agreement from agreeing to terms and conditions for the account that are less than those provided for in this agreement.

Letter of Understanding #3: Excluded Accounts

Accounts that fall within the scope of this agreement but that are currently excluded by agreement of the parties shall be folded in to this agreement on the following basis.

- a) The company will voluntarily recognize the union as the bargaining agent for employees at the excluded site(s) once the client at that site(s) has notified the company is to go out for tender, or by June 30, 2014, whichever is sooner.

Letter of Understanding- Most Favoured Nations Clause

If the Union agrees to different economic terms and conditions more favorable to any employer performing work covered under the scope of this agreement, those terms and conditions shall apply to any other signatory employer of the agreement.

Enforcement of this side letter shall be through the grievance and arbitration provisions of the Agreement.