
To: Agriculture and Agri-Food Canada (AAFC)

For the provision of: Janitorial Services
At the Research Centre located in Kentville, Nova Scotia

Proposals **must** be received by: 2:00 PM, Eastern Daylight Time

On: June 9th, 2014 at the following address:

Agriculture and Agri-Food Canada
Corporate Management Branch
Assets Team – Eastern Service Centre
PROPOSAL RECEIVING UNIT
2001 University St., Suite 671-TEN
Montreal, QC
H3A 3N2

Note: Proposals received at a location other than the one stated above will not be rejected.

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Context**Janitorial Services**

The Atlantic Food and Horticulture Research Centre located at 32 Main Street in Kentville, Nova Scotia require the services of a contractor to provide janitorial services, as specified in this Request for Proposals.

1. GENERAL INFORMATION AND INSTRUCTIONS FOR PROPOSERS

This part contains general information on AAFC's requirements and general instructions for the preparation and submission of Proposals.

In the Request for Proposals (RFP),

"CANADA", "CROWN", "HER MAJESTY", "THE GOVERNMENT" "Agriculture and Agri-Food Canada" or "AAFC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;

"CONTRACT" OR "RESULTING CONTRACT" means the written agreement between Agriculture and Agri-Food Canada and a Contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"CONTRACTING AUTHORITY" or "authorized representative" means the AAFC official, identified in section 5.4 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;

"FACILITIES MANAGER " means the AAFC official, identified in section 5.6 of this RFP responsible for all matters concerning: a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Contract, and; review and inspection of all invoices submitted

"PROJECT AUTHORITY" means the AAFC official, identified in section 5.5 of this RFP is responsible of all financial matters concerning the contract. He is responsible for approving payment on all submitted invoices. He is the authority who will approve any changes to the contract and requests an official amendment to the contract by the Contracting Authority.

"CONTRACTOR", means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;

"MINISTER" means the Minister of Agriculture and Agri-Food or anyone authorized to act on his behalf;

"MORAL RIGHTS" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42;

"PROPOSAL" means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;

"PROPOSER" means a person or entity submitting a Proposal in response to this RFP;

"WORK" means the whole of the activities, services, materials, equipment, software, matters and things required to be done delivered or performed by the Contractor in accordance with the terms of this RFP.

Where the words "MUST", "SHALL" or "WILL" or "HAVE TO" appear in this RFP, the clause is to be considered as a mandatory requirement.



1.1 Inquiries

To ensure the integrity of the competitive RFP process, inquiries and other communications regarding the RFP, from the issue date of the solicitation up to the closing date, are to be directed **ONLY** to the AAFC Contracting Authority named below.

Inquiries and other communications are **NOT** to be directed to any other individual within the government. Failure to comply with this paragraph could (for that reason alone) result in the disqualification of the Proposal.

Inquiries must be sent **IN WRITING** to the Contracting Authority by e-mail at: carol.rahah@agr.gc.ca or by mail at: 2001 University, Suite 671-TEN, Montreal, Quebec H3A 3N2, or by fax at 514-283-3143.

Inquiries must be received no less than five (5) calendar days prior to the RFP closing date to allow sufficient time to provide a response. Inquiries received after that time might not be answered prior to the RFP closing date.

The Contracting Authority will not respond to inquiries individually. Answers to inquiries will be posted on www.buyandsell.gc.ca only, within 48 hours of the reception of the question by mean of a Questions and Answers (Q&A's) document.

Meetings will not be held with individual proposers prior to the closing date/time of this RFP.

1.2 Addendum to RFP

If deemed necessary by AAFC, additional information affecting the preparation of Proposals will be covered by means of an addendum to this RFP.

To ensure consistency and quality of information provided to Proposers, any addendum to the RFP will be posted on www.buyandsell.gc.ca only.

It is the Proposer's responsibility to ensure that their proposal is based on the latest version of the RFP and to take into consideration any Addendum or Q and A's published on Buyandsell since no notification will be provided.

1.3 Proposals Preparation Costs / Contract Negotiation Costs

The costs, including travel and security verification incurred by the Proposer in the preparation of his Proposal and/or the negotiation of the resulting award of a contract will not be reimbursed by AAFC.

1.4 Proposals Delivery, Closing Date and Time

DELIVERY: Proposals **MUST** be sent **ONLY** to the address specified below.

Due to the nature of this RFP, electronic transmission of Proposals by such means as electronic mail or facsimile to Agriculture and Agri-Food Canada is not considered to be practical and therefore will not be accepted.

NOTICE: PROPOSALS SUBMITTED BY FACSIMILE OR OTHER ELECTRONIC MEANS WILL NOT BE

Agriculture and Agri-Food Canada
Corporate Management Branch
Assets Team – Eastern Service Centre

PROPOSAL RECEIVING UNIT

2001 University St., Suite 671-TEN
Montreal, QC, H3A-3N2



ACCEPTED.

CLOSING DATE AND TIME: Proposals, or amendment to Proposals, will only be accepted by AAFC if they are received at its Proposals Receiving Unit, **by June 9th, 2014 at 2:00 pm Eastern Daylight Time.**

RESPONSIBILITY FOR PROPOSALS DELIVERY: The Proposer has sole responsibility for the timely receipt of his Proposal by AAFC.

LATE PROPOSALS: Proposals received after the stipulated date and time will be automatically discarded and returned unopened to senders.

VALIDITY OF PROPOSALS: Proposals may not be withdrawn for a period of 60 days following the RFP closing time.

1.5 Site visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on May 14, 2014 at 10:00 AM (Atlantic Daylight Time) at 32 Main Street, Kentville, Nova Scotia.

Proposers will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Proposers who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

1.6 Rights of Canada

Canada reserves the right to:

- Accept any Proposals in whole or in part, without prior negotiation with the selected Proposer;
- Reject any or all Proposals received in response to this Request for Proposals;
- Cancel and/or re-issue this requirement at any time;
- Ask the Proposer to substantiate any claim made in the Proposal;
- Enter into negotiations with one or more Proposers on any or all aspects of their Proposals;
- Award one or more contract;
- Retain all Proposals submitted in response to this RFP.



2. PREPARATION AND EVALUATION OF THE PROPOSALS

The Proposals must be properly completed and signed by the Proposer or by an authorized representative of the Proposer. The Proposer's signature indicates acceptance of the terms and conditions governing the resulting contract as stated herein.

In the event of a Proposal submitted by a contractual **JOINT VENTURE**, the Proposal must be signed by either all members of the joint venture or a statement must be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:

a) The Proposer represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.

b) A Proposer that is a joint venture represents the following additional information:

(1) Type of joint venture (mark applicable choice):

- incorporated joint venture
- limited partnership joint venture
- partnership joint venture
- contractual joint venture
- other

(2) Composition: (names and addresses of all members of the joint venture.)

c) Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

(1) the incorporated joint venture;

(2) the partnership venture;

(3) the contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.

d) The joint venture team arrangement is to be distinguished from other types of contractor arrangements, such as:

(1) prime contractor, in which, for example, the purchasing agency contracts directly with a contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;

(2) associated contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

e) If the Contract is awarded to an unincorporated joint venture, all members of the joint venture must be jointly and severally responsible for the performance of the Contract.



2.1 *Proposals Presentation and Number of Copies*

Proposers must submit their Proposals, in a sealed envelope marked "Proposal - Confidential" as well as the project reference number "01B46-13-0257": **Janitorial Services**"

FINANCIAL PROPOSALS: This section must contain the Annex C duly completed and signed and witness by authorized representatives of the Proposer. All amounts must represent the maximum obligation of AAFC in terms of the contract and must therefore include all aspects of the services to be rendered, including all costs and expenses associated with full execution of the services, as well as the usual risks, obligations and responsibilities of the Proposal, general costs and all other applicable expenses, as well as the profits.

A detailed cost breakdown must also be provided with Appendix C, specifying, among other things, the number of employees assigned the categories of employees and the hourly rates.

This section must also contain the bid and performance bond.

3.0 *Minimum Level of Services*

Proposers must be aware that AAFC estimates at one hundred and thirty four (134) hours the minimal number of hours required on a weekly basis to perform the tasks required in: Appendix B – Statement of work

Proposers must indicate in Appendix C, the number of hours required on a weekly basis to perform the tasks required in the statement of work Appendix B.

All financial Proposals that will be based on a weekly total of less than one hundred and thirty four (134) hours will be rejected.

4. EVALUATION

MANDATORY REQUIREMENTS: The requirements are described along the RFP documents. All proposals must follow all the requirements in the RFP documents.

The mandatory requirements must be submitted with the proposal. **AAFC will declare the proposal non-responsive if the requirements are not submitted or completed as required.**

Financial Proposals will be evaluated according to the lowest price for the crown.

Costs must not appear in any other area of the Proposals except in the Financial Proposals.

4.1 *Bid Security – must be include with the financial proposal*

The Proposer must submit the financial proposal accompanied by a bid security in the amount equal to ten per cent (10%) of the submission price for the year (1) one (Appendix C, Financial proposal, Box B) under one of the following forms:

- a bid bond; or
- a security deposit.

4.1.1) A bid bond shall be issued by a bonding or surety company that is approved by Canada, as per Appendix D.

4.1.2) A security deposit shall be in the form of

- a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
- bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada; or



- an irrevocable standby letter of credit.

4.1.3) For the purposes of paragraph 4.1.2 above:

(a) a bill of exchange is an unconditional order in writing signed by the Proposer and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;

(b) if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in paragraph 4.2.3c below, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and

(c) An approved financial institution is

(i) a corporation or institution that is a member of the Canadian Payments Association as defined in the *Canadian Payments Act*;

(ii) a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec";

(iii) a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;

(iv) a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the *Income Tax Act*; or

(v) Canada Post Corporation.

4.1.4) For the purposes of paragraph 4.1.2 above, Bonds shall be provided on the basis of their market value current at the date of the proposal, and shall be:

(a) made payable to bearer; or

(b) accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or

(c) registered as to principal, or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.

4.1.5) For the purposes of paragraph 4.1.2 above, an irrevocable standby letter of credit shall:

(a) be an 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 own behalf,

(i) is to make a payment to, or to the order of, Canada as the beneficiary;

(ii) is to 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 terms and conditions of the letter of credit are complied with;

(b) state the face amount that may be drawn against it;

(c) state its expiry date;

(d) 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 Canada;



(e) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;

(f) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600;

(g) clearly specify that it is irrevocable or deemed to be irrevocable pursuant to article 6 c) of the ICC Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600; and

(h) be issued or confirmed, in either official language in a format left to the discretion of the issuer or confirmer, by an approved financial institution on its letterhead.

Note: If the required securities are not included with the financial proposal or are not compliant to the requirements identified under section 4.1 above, or if Appendix C is not completed, dated and signed, the proposal will be rejected.

5. RESULTING CONTRACT CLAUSES

The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wordings of any documents which appear on the list, the wording of the document which first appears on the list must prevail over the wording of any document which subsequently appears on the list:

- The Articles of Agreement, Appendix E;
- The clauses set out in Part 5 of this RFP;
- The General Conditions, Appendix A of this RFP;
- The Statement of Work, Appendix B of this RFP;
- Financial Proposal, Appendix C of this RFP;
- Forms A, B, C and D of this RFP;
- Inspection sheet, Appendix D;
- Plan of Buildings, Appendix B-1;
- RFP document;
- Contractor's Proposal (Financial).

5.1 *Applicable Laws:*

The Contract must be interpreted and governed, and the relations between both Parties, determined by the laws in force in the Province of Nova Scotia.

The Contractor must comply with federal, provincial and municipal legislation and bylaws governing the services to be rendered and must procure at its own expense the certificates and permits required, as applicable.

5.2 *Compliance with applicable laws:*

For the purpose of validating the legal capacity of the contractor to enter into a Contract and complying with the Federal, Provincial, and Municipal laws, a contractor must, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorisation listed in the request, and must provide such documentation within the time limit(s) set out in the said request.

5.3 *Period of Services*

The successful Contractor will be given a contract for a period of one year, beginning on July 1st, 2014 and ending June 30, 2015.

The Department may require, at its discretion, an extension to the Contract. The extension would be for an additional two (2) one (1) year period under the same conditions and prices specified in the contract. In such case AAFC would give to the Contractor a written notice at least ninety (90) calendar days prior to the contract expiration date.

Should the Contract be amended to extend the period of validity or to increase or decrease the budgetary amount, an amendment to the contract will be prepared by the Contracting Authority and signed by both parties. An amendment is valid and effective only if it is signed by both parties.

5.4 Contracting Authority

The Contracting Authority is:

Carol Rahal

Agriculture and Agri-Food Canada
Corporate Management Branch
Assets team - Eastern Service Centre
2001 University, Suite 671-TEN
Montreal, Quebec H3A 3N2
Tel.: (514) 315-6143
Fax: (514) 283-3143
E-mail: carol.rahala@agr.gc.ca

The Contracting Authority (or delegated representative) is responsible for the management of this Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of this Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

5.5 Project Authority

The Project Authority for the Contract will be disclosed at the award of the contract.

The Project Authority is responsible of all financial matters concerning the contract. He is the authority who will approve any changes to the contract and requests an official amendment to the contract by the Contracting Authority.

5.6 Facilities Manager

The Facilities Manager for the contract will be disclosed at the award of the contract.

The Project Authority is responsible for all matters concerning the technical content of the Work under this contract. Any proposed changes to the scope of the work are to be discussed with the facilities Manager , but any resulting change can only be confirmed by a contract amendment issued by the Contracting Authority.

5.7 Contractor's Employees

The Contractor's employees must be experienced, competent and courteous.

Whenever the Contractor or any employee has knowledge that any actual or potential labour dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor must immediately give notice thereof, including all relevant information with respect thereto, to the Facilities Manager.

The Contractor is responsible for the appearance and conduct of his employees. All of the contractor's employees must maintain an acceptable level of personal hygiene when on site. The Facilities Manager has the right to have an employee removed from the Premises for misconduct.

Harassment: Treasury Board of Canada policy states that harassment in the workplace is unacceptable and will not be tolerated. As a condition of this contract, the contractor must abide by the Treasury Board

policy on harassment which can be found at this website: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/hw-hmt/hara_e.asp. The contractor is responsible for the conduct of their cleaning staffs while on the Centre. The contractor must ensure that the contractor's employees conduct themselves professionally and treat all persons on site with respect and dignity. An incident of harassment by an employee or employees of the contractor could invalidate this contract.

5.8 Replacement of Contractor Employees

When specific employees have been named in the Contract in accordance to who must perform the Work, the Contractor must provide the services of the employee named, unless the employee is unable to do so for reasons beyond his control.

(a) The Contractor must, before replacing any specific employee named in the contracts, provide a written notice to the Facilities Manager containing:

- the reason for the removal of the named person from the Work;

(b) The Contractor must not, in any event, allow performance of the work by an unauthorized replacement employee and acceptance of replacement employee by Facilities Manager.

5.9 Basis of Payment

The Contractor must be paid in accordance with his financial Proposal Appendix "C" on a monthly basis for Work performed pursuant to the statement of work describe in Appendix B.

5.10 Approval of services

Before any payment must be made to the Contractor, AAFC reserves the right to determine in its sole and absolute discretion, whether the Services were performed to the satisfaction of the Project Authority or his designated representative.

In the event the Services are not acceptable to AAFC, AAFC may take such action as it deems necessary to correct the Contractor's default, including, without limitation, the following;

- a) direct Contractor to redo the services or part of the section which was not completed to AAFC's satisfaction at no cost to AAFC;
- b) withhold payment due or accrued due to the Contractor for Services rendered pursuant to the Contract;
- c) set off any expenses incurred by AAFC in remedying the default or failures of Contractor against payment for payment due or accrued due to the Contractor;
- d) terminate the Contract for default and/ or seek indemnification from the Contractor for losses suffered by AAFC as a result of such default.

5.10.1 Inspection: As per section 2.7 of the Appendix B Statement of work, any inspection which indicates a performance inferior to 80% for any part of the building will result in a reduction of the monthly invoice of 10% for each portion of 10% below the 80%.

5.11 Method of Payment

Subject to the terms of payment set out in General Conditions GC 27 of the resulting contract, a monthly payment will be made for the services rendered, in accordance with the Statement of work in Appendix "B" and their approval by the Project Authority.

The monthly payment will be based on the following:

- the firm monthly amount submitted at Year one Box A, of Appendix C of the Contractor Proposal covering the routine and maintenance cleaning, as described in Appendix B;
- and, when applicable an amount based on the number of additional hours of work and the hourly fee submitted at Year one Box C of Appendix C of the Contractor Proposal, covering any additional work requested by AAFC, whether as on-demand cleaning, emergency or other unexpected work, during the month.
- Following an inspection performance with a score inferior to 80%, there will be a payment reduction of 10% of the firm monthly amount for each portion of 10 % below the 80%.

5.12 Invoicing instructions

Payment will only be made monthly upon submission of an invoice.

Invoices must be submitted on the Contractor's own invoice form and must be prepared to show:

- a) the date;
- b) name address of Agriculture and Agri-Food Canada; where the service are rendered
- c) item/reference number, deliverable and/or description of work;
- d) contract number (01B46-13-0257);
- e) the amount invoiced, providing a breakdown of costs, showing the lump sum amount and, if any additional work was obtained, the description of the work required, its length, the number of employees assigned, their category, the hourly rate applicable, the number of hours worked by each employee.

One (1) original and one (1) copy of the invoice together with attachments must be forwarded to the **Facilities Manager**.

5.13 Contract Value

The total value of the resulting contract will consist of the total of the following:

- i) a firm portion equal to the amount submitted by the Contractor in his financial Proposal – Appendix C, at Year one, Box B; plus
- ii) a contingency amount equal to 10K (GST extra), to cover any additional work that may be required in the course of the contract.

The contingency amount constitutes only a ceiling of expenses and is not a guaranteed amount. AAFC reserves the right to use only a portion of that amount or none at all.

5.14 Contract Adjustment

For the duration of the contract, AAFC reserves the right to increase or decrease the total area to be maintained. Should such be the case, AAFC and the Contractor will both have the right to ask for an adjustment of the contract value following a thirty day prior notice.

5.15 Security Requirements

All employee employed by the Contractor to work on the Center must be security cleared to reliability level.

The Contractor must provide a list of all employees to be employed under the awarded contract with personal data for security screening purposes. Such security may include fingerprinting. Only the employees who are security cleared will be permitted on the premises.

The Contractor must provide to the Facilities Manager, on a quarterly basis, updated and accurate lists of its employees requiring access to the site of the work. Such lists (referred as Access lists) must be in a form stipulated by the Facilities Manager. In the event the Contractor fails to comply with this subsection, the Facilities Manager must have the right to refuse access to the Center.

The Project Authority must have the right to have any of the Contractor's employees removed from the site of the work for security reasons, notwithstanding the results or status of any security screening with respect to such employee(s).

Her Majesty must not be responsible for any cost to the Contractor of any kind or nature, which may arise from the exercise of the right of the Facilities Manager as mentioned in the above subsections.

The Contractor's cleaning staff must be subject to questioning and search of cleaning material in relation to security matters by the AAFC designated security representative.

Only the contractor employees, whose names appear on the Contractor's payroll and meet the security conditions specified in this Contract, will be allowed access to the site of work. No other persons accompanying employees will be allowed on site.

All employee employed by the Contractor, regardless of hours of work, must sign IN and OUT and, enter the times of arrival and departure in registers or on sheets so provided at the Main Complex commissioning Security desks in Buildings 50 . In the event of a dispute and the absence of other evidence, the Register will be regarded as evidence of hours of work. Failure to sign OUT will render the entry invalid.

All employees employed by the Contractor to provide the services under this Contract must be:

- Suitably uniformed with company name, logo or crest clearly displayed.
- Be photographed and issued an Identification Card by AAFC which must be wear in a visible manner at all times on site.
- All ID or access cards entrusted to the employees employed by the Contractor must be fully protected and returned to Facilities Manager upon completion or termination of this Contract or upon termination of employment. Stolen, broken, or lost ID or access cards must be reported immediately upon noticing to Facilities Manager and Security.

5.16 Buildings Security

All employee employed by the Contractor must report abnormalities to the facilities Manager (902-365-8581) and/or Integrated Services Manager (902-365-8510).

The Contractor and all his employees are responsible for the security of the building to the extent of locking and unlocking of exterior and hallway doors and, if an employee opens a window, he/she must ensure it is closed and locked before leaving the premises.

All doors to rooms, private or general offices, etc., which must be unlocked by the cleaning staff, must be locked after the performance of their duties

5.17 Health and Safety Security

The Contractor will be responsible that all materials such as soaps, detergents, scouring materials, cleaners, waxes, sealers, etc. must comply with the latest and up to date specifications of the Canadian Government's Environmental Management System, and bear "Eco-Logo" trademark, or equivalent approved by the facilities Manager. All materials must be suitable for the surface intended and shall not be harmful to such surfaces. All materials shall be subject to Government Laboratory tests of the samples taken from the materials delivered at this site.

The Contractor must have an active **Workplace Hazardous Materials Information Systems** (WHMIS) program and will ensure that all products used in the workplace are classified and labelled according to WHMIS.

The Contractor must adhere to all safety measures respecting personnel and fire hazards recommended by National and Provincial codes and/or prescribed by the authorities having jurisdiction concerning the equipment, work habits and procedures.

The Contractor must ensure that all of his employees attend a WHMIS training session before they are allowed to work on site.



The Contractor must ensure that all equipment used to perform the work is in a state of good repair. The Facilities Manager reserves the right to have equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor must be responsible to supply suitable replacement equipment.

Employees must not be expected to empty garbage cans weighing in excess of 7 kilograms (or 15.4 lbs).

The Contractor must post visibly bilingual (French and English) signs during floor cleaning operations. Bilingual "Danger Wet Floor" signs are mandatory. (At least 2 dozen of these (24) minimally for the Main Building (see Appendix B-1) and 6 for the Heating Plant (Appendix B-1).

The Contractor and his employees must adhere to the no smoking and no scent policy.

5.18 Insurances

The Contractor must obtain and maintain at its own expense for the duration of the contract, the following insurance coverage:

5.18.1 If no services are subcontracted by the Contractor

5.18.1.1 Civil liability insurance covering the Contractor's liability and that of its employees, representatives and agents for injuries, including death and property damage, for an aggregate limit of at least one million dollars (\$1,000,000) per event. This insurance shall indicate ***Her Majesty the Queen in Right of Canada*** as an additional named insured and shall provide for reciprocal and contractual liability coverage.

5.18.1.2 The insurance stipulated above must be accompanied by a clause under which the Centre shall be given advance written notice of sixty (60) days of any change or cancellation of the insurance coverage.

5.18.2 If part of the services are subcontracted by the Contractor

5.18.2.1 Wrap-up type civil liability insurance covering the Contractor's liability and that of its subcontractors and their respective employees, agents and representatives as well as any employee directly or indirectly assigned to perform any portion of the services. This insurance shall be for a minimum aggregate amount of one million dollars (\$1,000,000) per event, must indicate ***Her Majesty the Queen in Right of Canada*** as an additional named insured and shall provide reciprocal and contractual liability coverage.

5.18.2.2 The insurance stipulated above must be accompanied by a clause under which the Centre shall be given advance written notice of sixty (60) days of any change or cancellation of the insurance coverage.

Before starting the services, the Contractor shall provide the Centre with a dated insurance certificate signed by an authorized representative of its insurers issued in the name of *Her Majesty the Queen in Right of Canada* and in compliance with the requirements of this section.

The Contractor must, at his own expense, obtain and maintain in force the following insurance for his own account, from a duly licensed Insurance Company for the duration of this Contract.

5.19 Additional Insurances

Fire Insurance:

Insurance with an extended coverage and/or special insurance on equipment and tools in custody or under the control of the Contractor.

Commercial General Liability insurance:

Commercial General Liability insurance must be effected by the Contractor and maintained in force throughout the duration of the Contract in an amount usual for a contract of this nature, but, in any case,

for a limit of liability NOT LESS THAN \$5,000,000 per accident or occurrence and in the annual aggregate.

The policy must include the following endorsements:

- (a) **Additional Insured:** Canada is included as an additional insured, but only with respect to liabilities that may arise from the Contractor's own negligence, in the performance of the Contract.
- (b) **Notice of Cancellation:** The Insurer agrees to provide the Contracting Authority thirty (60) days written notice of policy cancellation.
- (c) **Cross Liability:** 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.
- (d) **Joint and Several Liability:** The policy must respond to liability arising from negligence of the insured Contractor, any Insured, or joint negligence of Insured parties.
- (e) **Contractual Liability:** The policy must, on a blanket basis or by specific reference to this Contract, extend to assumed liabilities with respect to contractual insurance provisions.
- (f) **Contingent Employer's Liability:** To protect the Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of its employees.
- (g) **Employees and Volunteers as Additional Insured:** All employees and volunteers, on behalf of the Contractor, must be included as additional insured.
- (h) **Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident:** To provide, without contestation, for expenses incurred in instances of minor accidental bodily injuries.

CHECK LIST.

- Forms A and B- completed and signed.
- Copies of training certificates
- Copies of insurance policies
- Appendix – Financial proposal- completed and signed
- Bid and performance bond

The proposer has sole responsibility for the information provided in this RFP.





APPENDIX A

GENERAL CONDITIONS

GC1. INTERPRETATION

1.1 In the contract,

- 1.1 "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;
- 1.2 "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada; "Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;
- 1.3 "Minister" means the Minister of Agriculture and Agri-Food Canada or anyone authorized;
- 1.4 "Party" means Canada, the Contractor, or any other signatory to the contract and "Parties" means all of them;
- 1.5 "Work" unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

GC2. Powers of Canada

All rights, remedies and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

GC3. General Conditions

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

GC4. Conduct of the Work

4.1 The Contractor represents and warrants that:

- (a) It is competent to perform the Work;
- (b) It has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and
- (c) It has the necessary personnel and resources to perform the Work.

4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labor and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.

- 4.3 The Contractor shall:
- (a) Carry out the Work in a diligent and efficient manner;
 - (b) Apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
 - (c) Ensure that the Work:
 - (1) is of proper quality, material and workmanship;
 - (2) Is in full conformity with the Statement of Work; and
 - (3) Meets all other requirements of the Contract.
- 4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

GC5. Inspection and Acceptance

- 5.1 The Work will be subject to inspection by Canada. Should any part of the Work whether it be a report, document, good or service not be in accordance with the Contract or not be done to the satisfaction of the Canada, as submitted, Canada will have the right to reject it or require its correction at the sole expense of the Contractor before making payment.
- 5.2 The Contractor will be in default of the Contract if the Work is rejected by Canada or if he fails to correct the Work within a reasonable delay.

GC6. Amendments and Waivers

- 6.1 No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of Canada and of the Contractor.
- 6.2 While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the representatives of Canada, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 6.1.
- 6.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- 6.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed to be a waiver of any subsequent breach.

GC7. Time of the Essence

It is essential that the Work be performed within or at the time stated in the Contract.

GC8. Excusable delay

- 8.1 Any delay by the Contractor in performing the Contractor's obligations under the Contract which occurs without any fault or neglect on the part of the Contractor its subcontractors, agents or employees or is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.

- 8.2 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and Endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.
- 8.4 If an excusable delay has continued for thirty (30) days or more, Canada may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the excusable delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.
- 8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
- (a) The value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and
 - (b) The cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.
- 8.7 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract price.

GC9. Termination of convenience

- 9.1 Notwithstanding anything in the Contract, the Minister may, by giving notice to the Contractor, terminate or suspend the Contract immediately with respect to all or any part or parts of the Work not completed.
- 9.2 All Work completed by the Contractor to the satisfaction of Canada before the giving of such notice shall be paid for by Canada in accordance with the provisions of the Contract and, for all Work not completed before the giving of such notice, Canada shall pay the Contractor's costs as determined under the provisions of the Contract in an amount representing a fair and reasonable fee in respect of such Work.
- 9.3 In addition to the amount which the Contractor shall be paid under section GC9.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the Work.
- 9.4 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by Canada under the provisions of section GC9 except as expressly provided therein.
- 9.5 Upon termination of the Contract under section GC9.1, Canada may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by Canada, any finished Work which has not been delivered prior to such termination and any material, goods or Work-in-progress which the Contractor specifically acquired or produced for the fulfillment of the Contract.

GC10. Termination due to Default of Contractor

- 10.1 Canada may by notice to the Contractor, terminate the whole or any part of the Contract:
- a) If the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;
 - b) To the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors; or
 - c) If the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.
- 10.2 Upon termination of the Contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work-in-progress relating specifically to the Contract and all materials, texts and other documents supplied to the Contractor in relation to the Contract.
- 10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the Contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the Contract, or, where no rate is specified, on a proportional basis.
- 10.4 If the contract is terminated pursuant to GC 10.1(c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

GC11. Suspension of Work

- 11.1 The Minister may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

GC12. Extension of Contract

- 12.1 Where the Minister determines that additional work of the same nature as the Work described in this Contract is required, the Contractor shall do such work and where required the term of the Contract shall be extended accordingly and confirmed in writing between the parties.
- 12.2 Payment for the work described in subsection 1 shall be calculated and paid on the same basis as in section GC12 and where required prorated.
- 12.3 Where the Minister has determined that the Contractor shall be paid expenses related to the Work described in section GC12.1, the type of expenses and amounts shall be confirmed in writing between the parties.

TERMS OF PAYMENT

GC13. Method of Payment

- 13.1 Payment in the case of progress payments:
- a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the Contract; and
 - b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

13.2 Payment in the case of payment on completion:

- a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which the Work is completed or on which a claim for payment and substantiating documentation are received according to the terms of the Contract, whichever date is the later;
- b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

GC14. Basis of Payment

- 14.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Minister.
- 14.2 Travel and other expenses, where allowed by the Contract, shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as to the accuracy of such claim.

GC15. Interest on Overdue Accounts

15.1 For the purposes of this clause:

- (a) "Average Rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made;
- (b) "Bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- (c) "Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- (d) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
- (e) An amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than thirty (30) days overdue. No interest will be payable or paid in respect of payment made within such thirty (30) days unless the Contractor so requests after payment has become due.

15.3 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.

15.4 Canada shall not be liable to pay interest on overdue advance payments.

GC16. Records to be kept by Contractor

16.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

16.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

- 16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

GC17. Invoice Submission

- 17.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 17.2 Invoices must show:
- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - (b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - (c) deduction for holdback, if applicable;
 - (d) the extension of the totals, if applicable; and
 - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 17.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 17.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

GC18. Right of Set off

Without restricting any right of set off given by law, the Minister may set off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set off, may be retained by Canada.

GC19. Assignment

- 19.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of Canada and an assignment made without that consent is void and of no effect.
- 19.2 An assignment of the Contract does not relieve the Contractor from any obligation under the Contract or impose any liability upon Canada.

GC20. Subcontracting

- 20.1 The Contractor must obtain the consent in writing of the Minister before subcontracting.
- 20.2 Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.
- 20.3 In any subcontract, the Contractor will bind the subcontractor by the same conditions by which the contractor is bound under the Contract.

GC21. Indemnification

- 21.1 The Contractor shall indemnify and save harmless Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants, subcontractors or agents in performing the Work or as a result of the Work.
- 21.2 The Contractor's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any other rights under law.

GC22. Confidentiality

The Contractor shall treat as confidential, during as well as after performance of the Work, any information to which the Contractor becomes privy as a result of acting under the Contract. The Contractor shall use its best efforts to ensure that its servants, employees, agents, subcontractors or assigned observe the same standards of confidentiality.

GC23. Indemnification - Copyright

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the infringement or alleged infringement of any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

GC24. Indemnification - Inventions, etc.

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

GC25. Ownership of Copyright

- 25.1 Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate:
- © HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)
- or
- © SA MAJESTÉ LA REINE DU CHEF DU CANADA (année).
- 25.2 At the request of the Minister, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Minister may require a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's Moral Rights.

GC26. Taxes

26.1 Municipal Taxes

Municipal Taxes do not apply.

26.2 Federal government departments and agencies are required to pay Applicable Taxes.

26.3 Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

26.4 The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

26.5 In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

26.6 Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident, unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

GC27. International Sanctions

27.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:
http://www.dfait-maeci.gc.ca/trade/sanctions_en.asp.

27.2 The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

27.3 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section GC9.

GC28. T1204 Government Service Contract Payment

28.1 Pursuant to regulations made pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by departments and agencies to Contractors under applicable services Contracts (including Contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payment. To enable client departments and agencies to comply with this requirement, Contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

GC29. Successors and Assigns

The Contract shall enure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns as the case may be.

GC30. Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, any applicable federal values and ethics code or any applicable federal policy on conflict of interest and post-employment shall not derive any direct benefit resulting from the Contract unless the provision or receipt of such benefit is in compliance with such legislation and codes.

GC31. No Bribe

The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entering into the Contract or the administration of the Contract.

GC32. Errors

Notwithstanding any other provision contained in this Contract, no amount shall be paid to the Contractor based on the cost of Work incurred to remedy errors or omissions for which the Contractor or his servants, agents or subcontractors are responsible, and such errors or omissions shall be remedied at the Contractor's cost, or, at the option of Canada, the Contract may be terminated and in that event the Contractor shall receive payment only as determined under section GC10.

GC33. Performance

The failure of Canada to require performance by the Contractor of any provision of this Contract shall not affect the right of Canada thereafter to enforce such provision, nor shall the waiver by Canada of any breach of any term of the Contract be taken or held to be a waiver of any further breach of the same or any other term or condition.

GC34. Gender

Whenever the singular or masculine is used throughout this Contract, it shall be construed as including the plural, feminine, or both whenever the context and/or the parties hereto so require.

GC35. Survival

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as any other the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

GC36. Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

GC37. Contingency Fees

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

GC38. Criminal Offense

The Contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code.

GC39. Public Disclosure

- 39.1 The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20(1)(a) to (d) of the *Access to Information Act* - relating to the contract.
- 39.2 The contractor consents, in the case of a contract with a former public servant in receipt of a Public Servant Superannuation (PSSA) pension, that the contractor's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports described in 39.1.

GC40. Notice

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Minister.

GC41. Accuracy

The Contractor represents and warrants that the information submitted with its bid is accurate and complete. The Contractor acknowledges that the Minister has relied upon such information in entering into this Contract. This information may be verified in such manner as the Minister may reasonably require.

GC42. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

GC43. Contract Administration

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

GC44. Entire Agreement

The Contract constitutes the entire agreement between the Parties relative to the subject procurement and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions relative to the subject procurement binding on the Parties other than those contained in the Contract.



Appendix "B" STATEMENT OF WORK

- 1.0 Agriculture & Agri- Food Canada has a requirement for a contractor to provide daytime and evening cleaning services at the Kentville Research Centre located in Kentville Nova Scotia.
- 1.1 The "Facilities Manager" means the Facilities Manager of Agriculture & Agri-Food Canada, responsible for all facilities functions at the Kentville Research Centre, Kentville, Nova Scotia. Also known as the "Designated Representative" as mentioned herein.
- 1.2 The Contractor agrees to carry out the work diligently and to provide efficient supervision and inspection there of and that the work will be of proper quality and workmanship and in full conformity with the specifications and all other requirements of the contract. All work shall be subject to inspection, prior to acceptance. Should the work be defective in materials, or workmanship, or otherwise not be in accordance with the requirements of the contract, the Facilities Manager shall have the right to require its correction.
- 1.3 The Contractor shall not stop or suspend work pending the settlement or determination of any differences arising under the contract, unless so instructed by PWGSC or AAFC.
- 1.4 The Contractor shall not assign the contract or sublet any of the work without prior written consent of PWGSC, and any assignment or subletting made without such consent shall be of no effect; provided that, unless the contract or PWGSC directs otherwise, the Contractor may sublet such portions of the work as is customary in the carrying out of similar contracts. No assignment or subletting shall relieve the Contractor from any of its obligations under the contract or impose any liability upon Her Majesty or the PWGSC to an assigned or subcontractor.
- 1.5 The Contractor shall comply with all labour conditions, and with all health conditions or requirements applicable to the work and any special considerations within this contract, and or laid out by the Facilities Manager during the period shown herein.
- 1.6 Any notice to the Contractor shall be effectively given if sent by letter or by telegram, postage prepaid or with the charges prepaid as the case may be, addressed to the contractor as its address as given in the contract or if no address is so given at its address as shown by the records of PWGSC. Any notice so given shall be deemed to have been received by the Contractor at the time when in the ordinary course such letter or telegram should have reached its destination.
- 1.7 Contractors Use of Site: Use of site is limited to areas of work and storage. Storage space is limited and will be assigned by the Facilities Manager. Storage space shall be kept in a clean and orderly fashion. Areas are apart of the inspection. The Contractor must not unreasonably encumber site with materials or equipment and must move stored products or equipment which interfere with operations. The Contractor will ensure that their employees will only enter buildings assigned to them for servicing. Entering a non assigned work area must be



accompanied by federal government employee.

- 1.8. Equipment: The Contractor's equipment shall be in "like new" condition on start up and maintained in a like manner for the duration of the contract. The Facilities Manager reserves the right to inspect all equipment and if at any time it is found defective or not safe will identify the equipment as rejected. Once a piece of equipment has been deemed rejected the equipment must be removed from the work place immediately.

The following equipment will require Facilities Manager approval prior to entering the work site, commercial vacuum cleaner (HEPA design able to remove 99.9 % airborne particle) and commercial floor polisher that must be electrically driven.

All equipment driven by internal combustion engine (propane, gas, etc) will not be accepted at this work site.

- 1.9 Definitions: Emergency Cleaning: Means clean up after flooding, toilet overflows, drainage back-up, spillage, roof leaks, and window breakage, sand and salt.

Litter: Means paper, beer and soft drink cans, bottles, broken glass, bits of scrap, wood, scattered bricks, and stones, pieces of metal, plastic bags, containers, cloth and leaves. In general, any discarded material foreign to the environment including cigarette butts.

Disinfect: Means to wash clean using only a product with the "EcoLogo" symbol, or an equivalent approved by the Facilities Manager clearly marked on the product container.

Complete and Satisfactory Service: Means the continual cleaning and maintenance procedures to the complete satisfaction of the Facilities Manager.

Major Carpet Cleaning: Means to remove all furniture, vacuum thoroughly, remove spots and stains. Using a hot water extraction system carpet cleaner, clean edges and doorways with edging tool, using a head equipped with beater brushes, clean off carpet one strip at a time. For maximum liquid removal, redo strips using vacuum pick-up only. Replace the furniture and place foil wrap or equivalent under any metal feet to prevent rust damage to carpets.

Clean: Means that for the breadth and width of the referred to surface, it shall be free of foreign matter down to the original surface or last protective coating.

WHMIS: Means Workplace Hazardous Material Information Systems.

Uniforms: Contractor's shall provide their employees with a work wear shirt. Shirts worn by employees performing cleaning services must be identical for each and every employee and bear the company name and logo in a prominent location on the shirt. Supervisors may wear a shirt of the same type held by other cleaning persons. Shirts must be worn by all employees while working on this work site.



Gloves: Contractor's employees shall wear protective gloves when emptying or handling office, laboratory, washroom, and other garbage containers on site.

Scent Free: Means that there will be no air fresheners, scented, or fragrance enhanced products used at this site, unless otherwise directed by the Facilities Manager.

2.0 Requirement

2.1 ***Buildings in which work is to be performed:***

- a. Kentville Research Centre, main complex (Building 50)
- b. Central Heating Plant (Building 49)
- c. Blair House (Building 18)
- d. Patterson Building (Building 43)
- e. Carpenter's Shop (Building 52 A, B, C & D)
- f. Sheffield Farms
- g. Picnic Chalet, washrooms and grounds, 24, 25
- h. Recycling

2.2 **Areas to be included in the regular cleaning:** The areas to be cleaned shall consist of all exposed surfaces of the interior of the buildings and the furniture, including walls, floors, ceilings, floor coverings, drapes, blinds, plumbing and mechanical fixtures, office furniture, built-in features, such as exhaust and supply air grills, window sills, etc., entrances, stairwells, corridors, halls, and glass windows.

2.3 ***Cleaning materials, equipment, and responsibilities:*** All cleaning equipment such as mopping tanks, scrubbing machines, polishing machines, vacuum cleaners, brooms, mops (dry mops are not to be used), ladders, dusting cloths, pails, scrubbing brushes, scrapers, cloths, soaps, scouring materials, detergents, garbage bags, garbage can liners, alcohol pads, and all washroom and lavatory supplies such as paper towels, and toilet paper shall be supplied by the Contractor. Hand soap shall be supplied by AAFC.

The Contractor will be responsible that all materials such as soaps, detergents, scouring materials, cleaners, waxes, sealers, etc. must comply with the latest and up to date specifications of the Canadian Government's Environmental Management System, and bear the "Eco-Logo" trademark, or equivalent approved by the Facilities Manager. All materials must be suitable for the surface intended and shall not be harmful to such surfaces. All materials shall be subject to Government Laboratory tests of the samples taken from the materials delivered at this site.

The Contractor will be held responsible for all damage which may occur to the equipment, during regular cleaning due to faulty operation or usage on the part of his employees.

The Contractor will also be held responsible for any damage caused to the building or its contents which may occur during the regular cleaning, where such damage may be attributable to the use of cleaning equipment of all kinds, on the part of his employees. Damage shall be made good by new material or equipment as required to match existing material or equipment in kind, quality, and workmanship.



The Contractor shall provide and maintain adequate and suitable means to save the building and its contents from injury, dust, and defacement during the progress of the work, providing and using dust cloths, painters' cloths, tarpaulins; or other approved protections wherever necessary or as directed.

If, in the opinion of the Contractor or his representative, accelerated deterioration of any portion of the work will result from his cleaning operation because of faulty construction or faulty materials of construction or finish; he shall, before commencing his work, advise the Department in writing; failing which, the provisions for replacement or repair above noted will hold.

2.4 *Light, Heat, Power and Water:* The Contractor will be supplied with all light, heat, power, hot and cold water as may be required for the regular cleaning for this work by Agriculture & Agri-Food Canada. The Contractor must be cognizant of energy conservation at all times.

2.5 *Responsibility for Contractor's Employees Belongings:* The Contractor must be entirely responsible for all personal belongings of his employees while they are on the work site.

The Contractor will be held responsible to see that all Government property and Government employees' property is not damaged, lost or removed from the premises.

2.6 *Storage Areas* The Contractor will be provided some storage space at the site for paper, and equipment, and other materials that do not emit fumes of any kind. There is a small space for cleaning supplies, waxes, and cleansers to be kept that has its own exhaust to the outside, but these products must be kept in sealed containers. Also, the Contractor must keep wet mops outside the main complex.

2.7 *Inspection and Supervision:* Instructions and directions necessary to the proper completion of the work issued by the Facilities Manager shall be accepted by the Contractor.

The Designated Representative will be the judge of the adequacy and completeness of the work insofar as the contract is concerned.

A monthly inspection of the premises will be conducted by the Contractor and a designated representative of the Research Centre. Work required to be completed resulting from the inspection will be issued as work orders from Assets Controller.

Cleaning Instructions

Cleaning operations will commence at 0700 to 1400 hours Monday to Friday with at least one cleaner to enable the cleaning of offices and buildings that are away from the main complex, and be available for spill clean-ups. A second shift of at least two cleaners to finish work on offices, laboratories, and hallways commencing at 1000 and 1100 hours respectively, but both ending at 1900 hours, unless otherwise agreed to by both the Contractor and the Facilities Manager. The Facilities Manager reserves the right to change the hours of work. Contractor's staff must not inconvenience any Government employee who might



be working during cleaning operations.

2.8.1 Work to be performed Daily for Main Complex (Bldg 50), Blair House (Bldg 18), Heating Plant (Bldg 49), Patterson Building (Bldg 43) and public washrooms.

Monday to Friday inclusive, with the exception of Statutory holidays as declared by the Government of Canada.

Offices, rooms, lobbies, corridors, washrooms, floors, stairwells, and elevator as listed in Schedule A

Vacuum carpeted areas (use HEPA, or ULPA ONLY) and/or mop floors.

Polish, and remove finger marks and smudges from all exposed surfaces such as main entrances, doors, door glass, aluminium railings and partitions.

Empty all recycle bins, garbage cans and replace liners daily. Corrugated cardboard boxes to be picked up from hallways.

Wash down tables and chairs in all lunchroom areas and the cafeteria.

Wash and thoroughly clean all washroom and rest room floors. Wash and clean metal Partitions, toilet bowls, urinals, sinks, and shower stalls. Clean and polish mirrors, fixtures, and dispensers and maintain stock of toilet paper, hand towels, and soap to be supplied by the Contractor.

Window sills & desktops to be wiped down (items on desktop need to be returned to their original position) during evening hours only.

Use individually packaged alcohol wipes to clean the mouth piece of telephones. One alcohol wipe per telephone.

2.8.2 Laboratories Schedule B

Laboratories are listed on Schedule B. Please note the following exception to lab cleaning procedures for C-3035, C3036, C-3040, C-3042 and C-3045.

↑ - Clean Floors daily.

↑ - C-3035, C3036, C-3040, C-3042 and C-3045- Mop Floors monthly at a time convenient to both parties. A lab person employed by AAFC is to be present at all time when the lab is being cleaned. Nothing else is to be touched by cleaning staff. The lab person will remove items off the floor. Cleaners are to wash their hands thoroughly with soapy water when finished and prior to leaving the lab. The Food Safety Lab will supply and store required cleaning materials.

2.8.3 Work to be done Weekly for Sheffield Farms and Carpenter's Shop (Bldg 52A, B, C, D)

Offices, rooms, lobbies, corridors, washrooms, floors, stairwells, and elevator as listed in Schedule A

Vacuum carpeted areas (use HEPA, or ULPA ONLY) and/or mop floors.

Polish, and remove finger marks and smudges from all exposed surfaces such as main entrances, doors, door glass, aluminium railings and partitions.

Empty all recycle bins, garbage cans and replace liners daily. Corrugated cardboard boxes to be picked up from hallways.

Wash down tables and chairs in all lunchroom areas and the cafeteria .

Wash and thoroughly clean all washroom and rest room floors. Wash and clean metal partitions, toilet bowls, urinals, sinks, and shower stalls. Clean and polish mirrors, fixtures, and dispensers and maintain stock of toilet paper, hand towels, and soap to be supplied by the Contractor.

↑ Window sills & desktops to be wiped down (items on desktop need to be returned to their original position).

Use individually packaged alcohol wipes to clean the mouth piece of telephones. One



alcohol pad per telephone.

2.8.4 Work to be performed Quarterly:

Wash and clean the interior and exterior of all windows four (4) times a year, in April, June, August, and October.

This is to be done on the Main Complex (Bldg 50), Central Heating Plant (Bldg 49), Blair House (Bldg18), and Patterson Building (Bldg 43).

Windows are to be washed from the ground level only.

Vacuum and steam clean all carpeted areas in Schedule A and B on a quarterly schedule or when specified by the Facilities Manager or designated representative.

2.8.5 Work to be Performed Bi-Annually for Main Complex (Bldg 50), Blair House (Bldg18), Heating Plant (Bldg 49), Patterson Building (Bldg 43) and public washrooms. Sheffield Farms, and Carpenter's Shop (Bldg 52A, B, C, D)

Clean and treat floor areas as required for protection and to maintain a good appearance.

This includes waxing, stripping, polishing and buffing as required or requested.

Vacuum (HEPA or ULPA) and shampoo carpets when necessary to maintain a good appearance.

Offices, laboratories, rooms, lobbies, corridors, washrooms, stairwells and elevator as listed in Schedule A. Including the cleaning of all light fixtures, wall hangings and projectors, wall and floor heaters, air diffusers and exhaust grates and grills. Vacuum chairs in the evenings only

2.8.6 Seasonal (May – Oct: Picnic Chalet, Washrooms, and Grounds

Thoroughly clean men's and women's washroom floors, partitions, and counters. Clean and disinfect urinals, toilet bowls, and sinks. Replenish toilet paper, paper towels, and soap.

Pick up garbage/recyclables from the grounds, and empty garbage/recyclable containers daily, replace the liners.

Sweep and clean floor of chalet once a week.

2.8.7 Additional hours of work outside of regular cleaning operational hours.

The additional hours of work must be requested by the Facilities Manager.

The additional hours of work must require prior approved by Facilities Manage

Work will comprise of cleaning floors,(wet mopping, waxing, stripping and polishing) general cleaning (walls, windows, ceilings, and washrooms

2.9 Recycling

The contractor will ensure that all waste and recyclable materials collected for disposal will be separated in accordance with Valley Regional Waste-Management Bylaw. Waste materials not separated properly will be the contractor's responsibility.

The Contractor will be required to co-ordinate, collect, sort, and ensure that the recycled products are indeed recycled in the proper manner.

↑

The Contractor will be responsible to empty the recycled containers for paper, glass and cans on a daily basis.



2.9.1 Contracting for Pickup of Recyclables & Waste

AAFC will be responsible for contracting out a service provider to pickup and haul all waste and recyclables materials from rear of the main complex to Waste Valley Resource Centre in Kentville.

2.1.0 Communication

The Cleaners will communicate any problems or concerns that require the attention of the Facilities Manager or Designated Representative



Appendix B-1

Schedule "A"

Listing of rooms and areas to be cleaned within the Atlantic Food & Horticulture Research Centre, Kentville.

| | FLOOR SECTION | ROOM NUMBER | SQUARE FEET |
|----|---------------|----------------------------------|-------------|
| 1 | A-1 | A-109 | 330 |
| 2 | A-1 | A111 | 115 |
| 3 | A-1 | A113 | 115 |
| 4 | A-1 | A115 | 115 |
| 5 | A-1 | A117 | 115 |
| 6 | A-1 | A119 | 115 |
| 7 | A-1 | A121 | 115 |
| 8 | B-1 | Main Foyer & Lobby (1002) | 1520 |
| 9 | B-1 | Elevator Car & Door Guides | 30 |
| 10 | B-1 | Reception (1003) | 240 |
| 11 | B-1 | Health Canada (1082) | 382 |
| 12 | B-1 | Cornwallis Room(1083-84-85-87) | 1296 |
| 13 | B-1 | Annapolis Room (1080) | 286 |
| 14 | B-1 | Storage Room (1079) | 204 |
| 15 | B-1 | Cafeteria Lunchroom (1092-93-94) | 1056 |
| 16 | B-1 | Electronics Lab (B-163) | 210 |
| 17 | B-1 | B-101 | 208 |
| 18 | B-1 | B-103 | 147 |
| 19 | B-1 | B-105 | 147 |
| 20 | B-1 | B-107 | 147 |
| 21 | B-1 | B-109 | 352 |
| 22 | B-1 | B-111 | 110 |
| 23 | B-1 | B-113 | 110 |
| 24 | B-1 | B-116 | 104 |
| 25 | B-1 | B-117 | 100 |



| | | | |
|----|-----|-----------------------------------|------|
| 26 | B-1 | B-118 | 115 |
| 27 | B-1 | B-119 | 116 |
| 28 | B-1 | B-120 | 115 |
| 29 | B-1 | B-121 | 100 |
| 30 | B-1 | B-122 | 115 |
| 31 | B-1 | B-123 | 110 |
| 32 | B-1 | B-124 | 115 |
| 33 | B-1 | B-125 | 110 |
| 34 | B-1 | B-127 | 110 |
| 35 | B-1 | B-129 | 120 |
| 36 | B-1 | B-131 | 120 |
| 37 | B-1 | B-132 | 110 |
| 38 | B-1 | B-134 | 110 |
| 39 | B-1 | B-136 | 110 |
| 40 | B-1 | B-138 | 110 |
| 41 | B-1 | B-143 | 110 |
| 42 | B-1 | B-144 | 110 |
| 43 | B-1 | B-145 | 110 |
| 44 | B-1 | B-146 | 110 |
| 45 | B-1 | B-147 | 110 |
| 46 | B-1 | B-148 | 110 |
| 47 | B-1 | B-149 | 110 |
| 48 | B-1 | B-150 | 110 |
| 49 | B-1 | Reception Area | 385 |
| 50 | B-1 | Communal Areas, Halls & Washrooms | 2000 |
| 51 | C-1 | C-1099 | 293 |
| 52 | C-1 | C-1100 | 364 |



| | | | |
|----|-----|-------------------------|-------|
| 52 | C-1 | C-1103 | 160 |
| 53 | C-1 | C-1104 | 178 |
| 54 | C-1 | C-1105 | 169 |
| 55 | C-1 | C-1106 | 163 |
| 56 | C-1 | C-1110 | 986 |
| 57 | C-1 | C-1111 | 160 |
| 58 | C-1 | C-1112 | 160 |
| 59 | C-1 | C-117 | 160 |
| 60 | A-2 | A-201 Pilot Plant | 6,430 |
| 61 | A-2 | 2049a(HP) | 185 |
| 62 | A-2 | A-227 | 232 |
| 63 | A-2 | A-225 | 650 |
| 64 | B-2 | Boardroom (B201) + 2003 | 400 |
| 65 | B-2 | 2004 | 372 |
| 66 | B-2 | B-203 | 141 |
| 67 | B-2 | B-205 | 141 |
| 68 | B-2 | B-207 (A, B, C) | 565 |
| 69 | B-2 | B-209 | 162 |
| 70 | B-2 | Photo-Copy Room (2010) | 162 |
| 71 | B-2 | B-211 | 162 |
| 72 | B-2 | B-212 | 150 |
| 73 | B-2 | B-213 | 248 |
| 74 | B-2 | B-214 | 157 |
| 75 | B-2 | B-216 | 157 |
| 76 | B-2 | B-217 | 162 |
| 77 | B-2 | B-218 | 157 |
| 78 | B-2 | B-219 | 162 |
| 79 | B-2 | B-220 | 110 |



| | | | |
|-----|-----|----------------------|-------|
| 80 | B-2 | B-221 | 115 |
| 81 | B-2 | B-223 | 162 |
| 82 | B-2 | B-232 | 110 |
| 83 | B-2 | B-234 | 110 |
| 84 | B-2 | B-236 | 110 |
| 85 | B-2 | B-238 | 168 |
| 86 | B-2 | B-240 | 176 |
| 87 | B-2 | B-242 | 110 |
| 88 | B-2 | B-244 | 110 |
| 89 | B-2 | B-246 | 110 |
| 90 | B-2 | B-248 | 110 |
| 91 | B-2 | B-250 | 100 |
| 92 | B-2 | First Aid Room (208) | 125 |
| 93 | B-2 | B-252 Library | 3,816 |
| 94 | B-2 | B-254 Mail Room | 240 |
| 95 | B-2 | B-274 | 240 |
| 96 | B-2 | B-276 | 240 |
| 97 | B-2 | B-278 | 110 |
| 98 | C-2 | C-206 | 374 |
| 99 | C-2 | C-208 | 212 |
| 100 | C-2 | C-210 | 110 |
| 101 | C-2 | C-212 | 110 |
| 102 | C-2 | C-214 | 162 |
| 103 | C-2 | C-216 | 115 |
| 104 | C-2 | C-218 | 110 |
| 105 | C-2 | C-220 | 110 |
| 106 | C-2 | C-222 | 110 |
| 107 | C-2 | C-224 | 110 |
| 108 | C-2 | C-226 | 110 |
| 109 | C-2 | C-228 | 160 |
| 110 | C-2 | C-230 | 160 |
| 111 | C-2 | C-232 | 110 |



| | | | |
|-----|-----|--------------------|-----|
| 112 | C-2 | C-234 | 110 |
| 113 | C-2 | C-236 | 168 |
| 114 | C-2 | C-238 | 155 |
| 115 | C-2 | C-240 | 110 |
| 116 | C-2 | C-242 | 110 |
| 117 | C-2 | C-246 | 210 |
| 118 | C-2 | C-248 | 95 |
| 119 | C-2 | C-250 | 210 |
| 120 | C-2 | C-256 | 105 |
| 121 | C-2 | D-2060 (STORES) | 380 |
| 122 | C-2 | D-214 | 150 |
| 123 | C-2 | LUNCH ROOM 2172 | 260 |
| 124 | C-3 | C-306 | 110 |
| 125 | C-3 | C-308 | 434 |
| 126 | C-3 | C-310 | 126 |
| 127 | C-3 | C-312 | 115 |
| 128 | C-3 | C-313 | 168 |
| 129 | C-3 | C-314 | 115 |
| 130 | C-3 | C-316 | 170 |
| 131 | C-3 | C-318 | 110 |
| 132 | C-3 | C-320 | 110 |
| 133 | C-3 | C-322 | 110 |
| 134 | C-3 | C-324 | 110 |
| 135 | C-3 | C-326 | 110 |
| 136 | C-3 | C-328 | 110 |
| 137 | C-3 | C-330 MEETING ROOM | 160 |
| 138 | C-3 | C-332 | 160 |
| 139 | C-3 | C-334 | 105 |
| 140 | C-3 | C-336 | 105 |
| 141 | C-3 | C-338 | 110 |
| 142 | C-3 | C-340 | 105 |
| 143 | C-3 | C-3034A | 118 |
| 144 | C-3 | C-3035 | 75 |
| 145 | C-3 | C-3036 | 120 |
| 146 | C-3 | C-3037 | 105 |
| 147 | C-3 | C-3038 | 106 |
| 148 | C-3 | C-3039 | 108 |
| 149 | C-3 | C-3040 | 392 |
| 150 | C-3 | C-3042 | 77 |
| 151 | C-3 | C-3043A | 102 |
| 152 | C-3 | C-3043B | 108 |



| | | | |
|-----|-----|---------|-----|
| 153 | C-3 | C-3044A | 53 |
| 154 | C-3 | C-3045 | 258 |

All hallways, stairwells, landings, washrooms throughout complex



Appendix B-1

Schedule “B” Agriculture & Agri-Food Canada

Listing of rooms and areas to be cleaned within the Atlantic Food & Horticulture Research Centre, Kentville.

| | FLOOR SECTION | ROOM NUMBER | SQUARE FEET |
|----|---------------|-------------|-------------|
| 1 | A-2 | A-205 | 185 |
| 2 | A-2 | A-207 | 204 |
| 3 | A-2 | A-209 | 115 |
| 4 | A-2 | A-211 | 115 |
| 5 | A-2 | A-213 | 409 |
| 6 | A-2 | A-215 | 204 |
| 7 | C-2 | C-201 | 110 |
| 8 | | C-203 | 110 |
| 9 | | C-204 | 258 |
| 10 | | C-205 | 419 |
| 11 | | C-215 | 110 |
| 12 | | C-217 | 419 |
| 13 | | C-221 | 210 |
| 14 | | C-223 | 419 |
| 15 | | C-227 | 210 |
| 16 | | C-244 | 210 |
| 17 | | C-247 | 419 |
| 18 | | C-251 | 110 |
| 19 | | C-253 | 210 |
| 20 | | C-254 | 105 |
| 21 | | C-255 | 419 |
| 22 | | C-257 | 204 |
| 23 | | C-258 | 120 |
| 24 | | C-259 | 430 |
| 25 | | C-260 | 258 |
| 26 | | D-202 | 258 |
| 27 | | C-304 | 310 |
| 28 | | C-315 | 430 |



| | | |
|----|-------|-----|
| 29 | C-317 | 168 |
| 30 | C-319 | 419 |
| 31 | C-323 | 204 |
| 32 | C-325 | 419 |
| 33 | C-329 | 204 |
| 34 | C-343 | 204 |
| 35 | C-345 | 419 |
| 36 | C-349 | 204 |
| 37 | C-351 | 204 |
| 38 | C-353 | 204 |
| 39 | C-355 | 204 |
| 40 | C-357 | 430 |
| 41 | C-359 | 850 |
| 42 | C-360 | 276 |
| 43 | C-362 | 557 |



Outside Buildings

| | |
|------------------------------------|-------|
| Blair House Bldg. 18 | 7,800 |
| Staff Restroom Bldg.43 | 1,490 |
| Washrooms A, B, C, D Bldg. 52 | 80 |
| Picnic Grounds-Chalet Bldg.24 | 800 |
| Picnic Grounds-Mens Room Bldg 26 | 96 |
| Picnic Grounds-Womens Room Bldg 25 | 96 |
| Heating Plant Bldg.49 | 3,874 |
| Sheffield Farm Bldg. 34 | 800 |

Building #49 - Central Heating Plant

| | |
|----------------------|-----|
| H-1 H-103 | 220 |
| H-1 H-104 | 170 |
| H-1 H-105 | 165 |
| H-1 H-106 | 189 |
| H-1 Men's Washroom | 189 |
| H-1 Women's Washroom | 117 |
| H-1 All Showers | 100 |
| H-2 H-202 | 836 |
| H-2 H-203 | 364 |
| H-2 H-204 | 484 |
| All Hallways H-2 | |



Appendix “C” Financial Proposal

| YEAR ONE | | | | |
|---|----------------|---------------|----------------|---------------|
| | Hours per week | Cost per hour | Cost per month | Cost per year |
| Cleaning cost per week for all the work that need to be completed referring to the statement of work (Annex B, B-1) | | | Box A | |
| Additional hours of work for a maximum of 30 hours a year (these hours require approval by AAFC before proceeding) | N/A | Box C | N/A | |
| Grand Total | | | | Box B |

All prices to exclude
HST/GST

| OPTION YEAR ONE | | | | |
|---|----------------|---------------|----------------|---------------|
| | Hours per week | Cost per hour | Cost per month | Cost per year |
| Cleaning cost per week for all the work that need to be completed referring to the statement of work (Annex B, B-1) | | | Box A | |
| Additional hours of work for a maximum of 30 hours a year (these hours require approval by AAFC before proceeding) | N/A | Box C | N/A | |
| Grand Total | | | | Box B |

All prices to exclude
HST/GST



| OPTION YEAR TWO | | | | |
|---|----------------|---------------|---------------|---------------|
| | Hours per week | Cost per hour | Cost per week | Cost per year |
| Cleaning cost per week for all the work that need to be completed referring to the statement of work (Annex B, B-1) | | | Box A | |
| Additional hours of work for a maximum of 30 hours a years (these hours require approval by AAFC before proceeding) | N/A | Box C | N/A | |
| Grand Total | | | | Box B |

All prices to exclude HST/GST

.....

Signed at: _____ this _____ days of _____ 2014.
(City and Province)

Name and address
Of vendor/Company:
(including Postal Code)

Name of bidder:

Bidder's Position:

Bidder's Signature:



Appendix “D”

LIST OF CANADIAN RECOGNIZED COMPANIES

1. Canadian Companies

ACE INA Insurance
AIG Insurance Company of Canada
Allstate Insurance Company of Canada
Ascentus Insurance Ltd. (Surety only)
Aviva Insurance Company of Canada
AXA Insurance (Canada)
AXA Pacific Insurance Company
Canadian Northern Shield Insurance Company
Certas Direct Insurance Company (Surety only)
Chubb Insurance Company of Canada
Co-operators General Insurance Company
CUMIS General Insurance Company
Dominion of Canada General Insurance Company (The)
Echelon General Insurance Company (Surety only)
Economical Mutual Insurance Company
Elite Insurance Company
Everest Insurance Company of Canada
Federated Insurance Company of Canada
Federation Insurance Company of Canada
Gore Mutual Insurance Company
Guarantee Company of North America (The)
Intact Insurance Company
Jevco Insurance Company (Surety only)
Missisquoi Insurance Company (The)
Nordic Insurance Company of Canada (The)
North Waterloo Farmers Mutual Insurance Company (The) (Fidelity only)
Northbridge Commercial Insurance Corporation
Northbridge General Insurance Corporation
Northbridge Indemnity Insurance Corporation
Northbridge Personal Insurance Corporation
Novex Insurance Company (Fidelity only)
Personal Insurance Company (The)
Pilot Insurance Company
Quebec Assurance Company
Royal & Sun Alliance Insurance Company of Canada
Saskatchewan Mutual Insurance Company (Fidelity only)
Scottish & York Insurance Co. Limited
Sovereign General Insurance Company (The)



TD General Insurance Company
Temple Insurance Company
Traders General Insurance Company
Travelers Insurance Company of Canada
Trisura Guarantee Insurance Company
Waterloo Insurance Company
Wawanesa Mutual Insurance Company (The)
Western Assurance Company
Western Surety Company
Wynward Insurance Group

2. Provincial Companies

Surety bonds issued by the following companies may be accepted provided that the contract of suretyship was executed in a province in which the company is licensed to do business as indicated in brackets.

ALPHA, Compagnie d'Assurances Inc. (Que.)
La Capitale General Insurance Inc. (Nfld. & Lab., N.S., P.E.I., Que. (Surety only), Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)
Coachman Insurance Company (Ont.)
Fenchurch General Insurance Company (Nfld. & Lab., P.E.I., N.B., Ont., Man., Sask., Alta., B.C.)
GCAN Insurance Company (Nfld. & Lab., N.S., P.E.I., N.B., Que., Ont., Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)
The Insurance Company of Prince Edward Island (N.S., P.E.I., N.B.)
SGI CANADA Insurance Services Ltd. (Ont., Man., Sask., Alta.)
L'Unique General Insurance Inc. (Nfld. & Lab., N.S., P.E.I., N.B., Que. (Surety only), Ont. (Surety only), Man., Sask., Alta., B.C. (Surety only), Nun., N.W.T., Yuk.)

3. Foreign Companies

Affiliated FM Insurance Company
Allianz Global Risks US Insurance Company (Surety only)
Allstate Insurance Company
American Bankers Insurance Company of Florida
American Road Insurance Company (The) (Surety only)
Arch Insurance Company
Aspen Insurance UK Limited
AXIS Reinsurance Company
Berkley Insurance Company
Cherokee Insurance Company (Surety only)
Compagnie Française d'Assurance pour le Commerce Extérieur (Fidelity only)
Continental Casualty Company
CorePointe Insurance Company (Surety only)
Darwin National Assurance Company (Fidelity only)
Ecclesiastical Insurance Office Public Limited Company (Fidelity only)
Employers Insurance Company of Wausau
Factory Mutual Insurance Company

Federal Insurance Company

General Reinsurance Corporation

Great American Insurance Company

Hartford Fire Insurance Company

International Insurance Company of Hannover Limited (Fidelity only)

Jewelers Mutual Insurance Company (Fidelity only)

Liberty Mutual Insurance Company

Lloyd's Underwriters

Mitsui Sumitomo Insurance Company, Limited

Motors Insurance Corporation

Munich Reinsurance America, Inc.

NIPPONKOA Insurance Company, Limited

Sentry Insurance a Mutual Company

Sompo Japan Insurance Inc.

St. Paul Fire and Marine Insurance Company

State Farm Fire and Casualty Company

Tokio Marine & Nichido Fire Insurance Co., Ltd.

Triton Insurance Company (Fidelity only)

Westport Insurance Corporation

XL Insurance Company Limited (Surety only)

Zurich Insurance Company Ltd.



**SERVICE CONTRACT
ARTICLES OF AGREEMENT**

| Contract No. | | |
|--------------|------|--------|
| Consignee | Year | Serial |
| | | |

NOTE: ALL PARTS REQUIRE ORIGINAL SIGNATURE

| | |
|---|--|
| <p>BETWEEN: Her Majesty in right of Canada (referred to in the contract as "Her Majesty") represented by the Minister of Agriculture and Agri-Food (referred to in the contract as the "Minister").</p> <p>Her Majesty's address</p> | <p style="text-align: center;">AND</p> <p>The Contractor (referred to in the contract as the "Contractor")</p> <p>Contractor name and address</p> |
|---|--|

SPECIMEN

| | |
|--|---|
| <p>A 1 Departmental Representative</p> <p>For the purposes of the contract, the Minister hereby designates</p> <p>_____</p> <p style="text-align: center;">Name (Please print)</p> <p>_____</p> <p style="text-align: center;">Title (Please print)</p> <p>as the Departmental Representative or anyone authorized by the Departmental Representative to act on his behalf.</p> | <p>A 2 The Contractor shall have the work carried out under the direction and control of:</p> <p>_____</p> <p style="text-align: center;">Name (Please print)</p> <p>_____</p> <p style="text-align: center;">Title (Please print)</p> |
|--|---|

A 3 Appropriate Laws
This contract shall be governed by, and construed in accordance with the laws in force in the Province of: _____

A 4 Date of Completion of Work and Statement of Work

The Contractor shall between the date of these Articles of Agreement and the _____ day of _____ perform and complete with care, skill, diligence and efficiency the work described in Appendix B, STATEMENT OF WORK.

A 5 Contract Amount:

Subject to the terms and conditions of the contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor a sum not in any circumstances to exceed:

\$ _____

In accordance with Section 40 of the *Financial Administration Act*, payment under the contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in the course of payment.

White Contractor's Copy Canary Finance Copy Pink Originator's copy Gold Control Copy

A 6 Copyright

Technical documentation as defined in Appendix A, GENERAL CONDITIONS, SECTION 18, shall contain the following copyright notice:

HER MAJESTY IN RIGHT OF CANADA ()

as represented by the Minister of Agriculture-Department of Agriculture and Agri-Food

A 7 Method of Payment

Subject to the Terms of Payment set out in Appendix A, GENERAL CONDITIONS, payment for work shall be made on the following basis:

Payment on completion (one payment only) 100% upon completion and acceptance by the Departmental Representative of the work.

or

Progress Payments

upon completion and acceptance, by the Departmental Representative of the work described in part ____ of the STATEMENT OF WORK.

upon completion and acceptance, by the Departmental Representative of the work described in part ____ of the STATEMENT OF WORK.

upon completion and acceptance, by the Departmental Representative of the work described in part ____ of the STATEMENT OF WORK.

upon completion and acceptance, by the Departmental Representative of the work described in part ____ of the STATEMENT OF WORK.

or

according to the payment schedule attached as Appendix A

SPECIMEN

A 8 Signed for Her Majesty by:

Name _____
(Please print.)

Title _____
(Please print.)

Signature

Date

A 9 Signing of these Articles of Agreement constitutes acknowledgement of receipt and acceptance of Appendix A, GENERAL CONDITIONS, Appendix B, STATEMENT OF WORK and, if applicable, the substitute payment schedule Appendix and forms the contract between Her Majesty and the Contractor.

Signed by / for the Contractor by:

Name _____
(Please print.)

Title _____
(Please print.)

Signature

Date

NOTE: ALL PARTS REQUIRE ORIGINAL SIGNATURES



Appendix "F" Inspection Sheet

| | | | | | | | | |
|--|-------------|--------------------|----------|----------|----------|----------|--------------------|--|
| Building # 49 – Heating Plant | | Date: _____ | | | | | Time: _____ | |
| Description | | Rating | | | | | | |
| Exterior Entrances | Area | 5 | 4 | 3 | 2 | 1 | Comments: | |
| litter | | | | | | | | |
| doors/frames | | | | | | | | |
| light fixtures | | | | | | | | |
| décor | | | | | | | | |
| landings | | | | | | | | |
| Interior Entrance | | | | | | | | |
| floors | | | | | | | | |
| horizontals | | | | | | | | |
| stairs/landings | | | | | | | | |
| foot grills | | | | | | | | |
| doors/frames | | | | | | | | |
| lights | | | | | | | | |
| walls/baseboards | | | | | | | | |
| décor | | | | | | | | |
| Stairwells | | | | | | | | |
| steps/landings | | | | | | | | |
| risers | | | | | | | | |
| stringers | | | | | | | | |
| walls/baseboards | | | | | | | | |
| doors/frames | | | | | | | | |
| horizontals | | | | | | | | |
| lights | | | | | | | | |
| windows | | | | | | | | |
| dusting | | | | | | | | |
| hand rails | | | | | | | | |
| Hallways/Corridors | | | | | | | | |
| floors | | | | | | | | |
| lights | | | | | | | | |
| doors/frames | | | | | | | | |
| partition glass | | | | | | | | |
| fire cabinets/extinguishers | | | | | | | | |
| walls/baseboards | | | | | | | | |
| air grills/vents | | | | | | | | |



| | | | | | | | |
|--|-------------|---------------|----------|----------|----------|----------|-----------------|
| dusting | | | | | | | |
| recycling containers | | | | | | | |
| waste receptacles | | | | | | | |
| Work Areas - Offices/Laboratories | | | | | | | |
| floors | | | | | | | |
| walls/baseboards | | | | | | | |
| furniture | | | | | | | |
| dusting | | | | | | | |
| waste receptacles | | | | | | | |
| recycling containers | | | | | | | |
| windows | | | | | | | |
| lights | | | | | | | |
| air grills/vents | | | | | | | |
| doors/frames | | | | | | | |
| Washrooms | | | | | | | |
| floors | | | | | | | |
| partitions/toilet stalls | | | | | | | |
| urinals | | | | | | | |
| toilets | | | | | | | |
| counters | | | | | | | |
| sinks | | | | | | | |
| fixtures | | | | | | | |
| waste receptacles | | | | | | | |
| dispensers/paper towels/hand soap/toilet paper | | | | | | | |
| sani-bin-can | | | | | | | |
| air grills/vents | | | | | | | |
| doors/frames | | | | | | | |
| | | | | | | | |
| Description | Area | Rating | | | | | Comments |
| Washrooms (cont'd) | | 5 | 4 | 3 | 2 | 1 | |
| walls/baseboards | | | | | | | |
| mirrors | | | | | | | |
| dusting | | | | | | | |
| bath tubs | | | | | | | |
| lights/covers | | | | | | | |
| Showers | | | | | | | |
| floors | | | | | | | |
| drains | | | | | | | |
| shower walls | | | | | | | |
| fixtures | | | | | | | |



| | | | | | | | |
|--|-------------|---------------|----------|----------|----------|----------|-----------------|
| benches | | | | | | | |
| doors/curtains | | | | | | | |
| Locker rooms | | | | | | | |
| floors | | | | | | | |
| walls/baseboards | | | | | | | |
| exterior of lockers | | | | | | | |
| air grills/vents | | | | | | | |
| others | | | | | | | |
| Lunch rooms/Kitchens | | | | | | | |
| counters | | | | | | | |
| sinks/fixtures | | | | | | | |
| cupboards facings | | | | | | | |
| waste receptacles | | | | | | | |
| dispensers | | | | | | | |
| floors | | | | | | | |
| doors/frames | | | | | | | |
| walls/baseboards | | | | | | | |
| dusting | | | | | | | |
| chairs/tables | | | | | | | |
| lights/covers | | | | | | | |
| recycling containers | | | | | | | |
| refridgerators | | | | | | | |
| stoves | | | | | | | |
| horizontals | | | | | | | |
| décor | | | | | | | |
| air grills/vents | | | | | | | |
| | | Rating | | | | | |
| Description | Area | 5 | 4 | 3 | 2 | 1 | Comments |
| Control Room | | | | | | | |
| floors | | | | | | | |
| waste receptacles | | | | | | | |
| windows | | | | | | | |
| air grills/vents | | | | | | | |
| walls/baseboards | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Sub Total | | | | | | | |
| | | | | | | | |
| Total Score: _____ | | | | | | | |
| Any Inspection which indicates a performance inferior to 80% for any part of the building will result in a | | | | | | | |



| | | |
|--|---|-------------|
| reduction of the monthly invoice of 10% for each portion of 10% below the 80%. | | |
| | | |
| Rating: | 5 | Excellent |
| Maximum allowable points = 110 | 4 | Very good |
| Inspection score of 98 | 3 | Satisfied |
| 98 divided by 110 = 89% | 2 | Unsatisfied |
| | 1 | Poor |
| | | |
| Each building has different maximum allowable points. | | |
| | | |
| In addition the contractor must present a result of 90% in 50% of the inspections that will be done thru out the year. | | |
| The reduction formula will be applied as follows: 100% minus the number of negative points equal established rating. (i.e. An 80% rating (100% - 20% of negative points) will result in a reduction of 10% off the monthly invoice). | | |
| It is understood and agreed that the reduction of any monthly payment by way of liquidated damages will not in any way affect other rights and remedies of the Crown as contained in this contract or in the general conditions referred to therein. Different tools and/or technical devices could be used by AAFC to establish performance compliance. | | |
| | | |
| Facilities Manager: _____ | | |
| On-Site manager: _____ | | |
| The undersigned has participated in and concurs with the inspection point rating. | | |



| | | | | | | | | |
|---|-------------|---------------|----------|----------|----------|----------|------------------|--|
| Building # 50 – Main Complex | | Date: _____ | | | | | Time: _____ | |
| Description | | Rating | | | | | | |
| Exterior Entrances | Area | 5 | 4 | 3 | 2 | 1 | Comments: | |
| litter | | | | | | | | |
| doors/frames | | | | | | | | |
| light fixtures | | | | | | | | |
| décor | | | | | | | | |
| landings | | | | | | | | |
| Interior Entrance | | | | | | | | |
| floors | | | | | | | | |
| horizontals | | | | | | | | |
| stairs/landings | | | | | | | | |
| foot grills | | | | | | | | |
| doors/frames | | | | | | | | |
| lights | | | | | | | | |
| walls/baseboards | | | | | | | | |
| décor | | | | | | | | |
| Elevators | | | | | | | | |
| floors | | | | | | | | |
| lights | | | | | | | | |
| tracks | | | | | | | | |
| metal works | | | | | | | | |
| walls | | | | | | | | |
| doors | | | | | | | | |
| ceilings | | | | | | | | |
| Stairwells | | | | | | | | |
| steps/landings | | | | | | | | |
| risers | | | | | | | | |
| stringers | | | | | | | | |
| walls/baseboards | | | | | | | | |
| doors/frames | | | | | | | | |
| horizontals | | | | | | | | |
| lights | | | | | | | | |
| windows | | | | | | | | |
| dusting | | | | | | | | |
| hand rails | | | | | | | | |
| Main Lobby | | | | | | | | |
| floors | | | | | | | | |
| furniture | | | | | | | | |



| dusting | | | | | | | |
|---|------|--------|---|---|---|---|----------|
| Description | | Rating | | | | | |
| Lobbies (cont.) | Area | 5 | 4 | 3 | 2 | 1 | Comments |
| directory/display case | | | | | | | |
| telephone | | | | | | | |
| air grills/vents | | | | | | | |
| walls/baseboards | | | | | | | |
| Hallways/Corridors | | | | | | | |
| floors | | | | | | | |
| lights | | | | | | | |
| doors/frames | | | | | | | |
| partition glass | | | | | | | |
| fire cabinets/extinguishers | | | | | | | |
| walls/baseboards | | | | | | | |
| air grills/vents | | | | | | | |
| dusting | | | | | | | |
| recycling containers | | | | | | | |
| waste receptacles | | | | | | | |
| Work Areas - Offices/Laboratories | | | | | | | |
| floors | | | | | | | |
| walls/baseboards | | | | | | | |
| furniture | | | | | | | |
| dusting | | | | | | | |
| waste receptacles | | | | | | | |
| recycling containers | | | | | | | |
| windows | | | | | | | |
| lights | | | | | | | |
| air grills/vents | | | | | | | |
| doors/frames | | | | | | | |
| Washrooms | | | | | | | |
| floors | | | | | | | |
| partitions/toilet stalls | | | | | | | |
| urinals | | | | | | | |
| toilets | | | | | | | |
| counters | | | | | | | |
| sinks | | | | | | | |
| fixtures | | | | | | | |
| waste receptacles | | | | | | | |
| dispensers/paper towels/hand soap/toilet paper | | | | | | | |



| | | | | | | | | |
|-----------------------------|-------------|---------------|----------|----------|----------|----------|-----------------|--|
| sani-bin-can | | | | | | | | |
| air grills/vents | | | | | | | | |
| doors/frames | | | | | | | | |
| | | | | | | | | |
| Description | Area | Rating | | | | | Comments | |
| Washrooms (cont'd) | | 5 | 4 | 3 | 2 | 1 | | |
| walls/baseboards | | | | | | | | |
| mirrors | | | | | | | | |
| dusting | | | | | | | | |
| bath tubs | | | | | | | | |
| lights/covers | | | | | | | | |
| Showers | | | | | | | | |
| floors | | | | | | | | |
| drains | | | | | | | | |
| shower walls | | | | | | | | |
| fixtures | | | | | | | | |
| benches | | | | | | | | |
| doors/curtains | | | | | | | | |
| Locker rooms | | | | | | | | |
| floors | | | | | | | | |
| walls/baseboards | | | | | | | | |
| exterior of lockers | | | | | | | | |
| air grills/vents | | | | | | | | |
| others | | | | | | | | |
| Meeting Rooms | | | | | | | | |
| floors | | | | | | | | |
| chairs/tables | | | | | | | | |
| doors/frames | | | | | | | | |
| dusting | | | | | | | | |
| lights/covers | | | | | | | | |
| air grills/vents | | | | | | | | |
| waste receptacles | | | | | | | | |
| recycling containers | | | | | | | | |
| Lunch rooms/Kitchens | | | | | | | | |
| counters | | | | | | | | |
| sinks/fixtures | | | | | | | | |
| cupboards facings | | | | | | | | |
| waste receptacles | | | | | | | | |
| dispensers | | | | | | | | |
| floors | | | | | | | | |
| doors/frames | | | | | | | | |



| | | | | | | | | |
|--|-------------|---------------|----------|----------|----------|----------|-----------------|--|
| walls/baseboards | | | | | | | | |
| dusting | | | | | | | | |
| chairs/tables | | | | | | | | |
| lights/covers | | | | | | | | |
| recycling containers | | | | | | | | |
| refrigerators | | | | | | | | |
| stoves | | | | | | | | |
| horizontal | | | | | | | | |
| décor | | | | | | | | |
| air grills/vents | | | | | | | | |
| | | Rating | | | | | | |
| Description | Area | 5 | 4 | 3 | 2 | 1 | Comments | |
| Cleaners | | | | | | | | |
| floors | | | | | | | | |
| walls/baseboards | | | | | | | | |
| machines | | | | | | | | |
| equipment | | | | | | | | |
| sinks | | | | | | | | |
| safety | | | | | | | | |
| | | | | | | | | |
| Sub Total | | | | | | | | |
| Total Score: _____ | | | | | | | | |
| Any Inspection which indicates a performance inferior to 80% for any part of the building will result in a reduction of the monthly invoice of 10% for each portion of 10% below the 80%. | | | | | | | | |
| Rating: | 5 | Excellent | | | | | | |
| Maximum allowable points = 110 | 4 | Very good | | | | | | |
| Inspection score of 98 | 3 | Satisfied | | | | | | |
| 98 divided by 110 = 89% | 2 | Unsatisfied | | | | | | |
| | 1 | Poor | | | | | | |
| Each building has different maximum allowable points. | | | | | | | | |
| In addition the contractor must present a result of 90% in 50% of the inspections that will be done thru out the year. | | | | | | | | |
| The reduction formula will be applied as follows: 100% minus the number of negative points equal established rating. (i.e. An 80% rating (100% - 20% of negative points) will result in a reduction of 10% off the monthly invoice). | | | | | | | | |
| It is understood and agreed that the reduction of any monthly payment by way of liquidated damages will not in any way affect other rights and remedies of the Crown as contained in this contract or in the general conditions referred to therein. Different tools and/or technical devices could be used by AAFC to | | | | | | | | |



establish performance compliance.

Facilities Manager: _____

On-Site manager: _____

The undersigned has participated in and concurs with the inspection point rating.