



Request for Proposal (RFP): 01B46-14-0222

FOR THE PROVISION OF

Janitorial services

AT THE

Agriculture and Agri-Food Canada's Soils and Crops Research and Development Centre

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

**on August 4, 2015 at the following
address:**

Agriculture and Agri-Food Canada

Corporate Management Branch
Assets Team – Eastern Service Centre

TENDER RECEIVING UNIT

2001 Robert-Bourassa Blvd, Suite 671-TEN
Montreal, QC
H3A 3N2

Note: Tenders received at a location other than this one will be rejected.



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GENERAL INFORMATION

1.0 PROJECT SUMMARY

Agriculture and Agri-Food Canada's Soils and Crops Research and Development Centre (hereinafter called "the Centre"), located at 2560 Hochelaga Boulevard, Quebec City, Quebec, requires cleaning maintenance services in the main building of the Centre

2.0 SECURITY REQUIREMENTS

Before Contract award, the Security requirements must be met. The bidder should submit evidence of security requirements with their bid submission. Refer to Part 2, Article 4.2 and Part 3, Article 3.0 for additional information.

Until the security screenings of the Contractor's personnel required by this Contract have been completed satisfactorily by Industrial Security Division (ISD), Contractor personnel **MAY NOT HAVE ACCESS** to sensitive (CLASSIFIED/DESIGNATED) information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort provided by the department or agency for which the Work is being performed.

3.0 INTERPRETATION

- 3.1 In the Request for proposal "RFP", "Canada", "Crown", "Her Majesty", "the Government" or "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;
- 3.2 "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;
- 3.3 "Contracting Authority or authorized representative" means the AAFC official, identified in Part 3, Article 5.0 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;
- 3.4 "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;
- 3.5 "Minister" means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;



- 3.6 “Project Authority or authorized representative” means the AAFC official, identified in Part 3, Article 6.0 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 Statement of Work, and; review and inspection of all invoices submitted;
- 3.7 “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;
- 3.8. “Bidder” means a person or entity submitting a Proposal in response to this RFP;
- 3.9 “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.



PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 CONTRACTUAL CAPACITY

- 1.1 The Bidder must have the legal capacity to enter into legally binding contracts. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business and the country where the controlling interest/ownership of the organization is located as per Appendix D of this RFP.

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1 Agriculture and Agri-Food Canada will only consider Proposals which accept Agriculture and Agri-Food Canada's terms and conditions.
- 2.2 The General Conditions attached in Appendix A and those set out in Part 3 of this RFP shall form part of any Resulting Contract.

3.0 INCURRING COST

- 3.1 The cost to prepare the Proposal will not be reimbursed by Agriculture and Agri-Food Canada.
- 3.2 No cost incurred before receipt of a signed Contract or specified written authorization from the Contracting Authority can be charged to any Resulting Contract.

4.0 ENQUIRIES - SOLICITATION STAGE

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named at Part 3, section 5 of the RFP. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority **no later than two(2) business days prior to the solicitation closing date** specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named at Part 3, section 5 of the RFP. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.



- 4.5 Meetings will not be held with individual bidders prior to the closing date/time of this RFP, unless otherwise specified.
- 4.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B)

4.7 Requests for proposal amendment(s)

Any modifications to this RFP will be made through an amendment which will be posted publicly via Buyandsell.gc.ca.

5.0 RIGHTS OF CANADA

- 5.1 Canada reserves the right to:
 - 1. Accept any Proposal in whole or in part, without prior negotiation;
 - 2. Reject any or all Proposals received in response to this RFP;
 - 3. Cancel and/or re-issue this RFP at any time;
 - 4. Ask the Bidder to substantiate any claim made in the Proposal;
 - 5. Enter into negotiations with one or more Bidders on any or all aspects of their Proposals;
 - 6. Award one or more Contracts;
 - 7. Retain all Proposals submitted in response to this RFP.

6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES

- 6.1 In Canada's experience, bidders will from time to time propose prices at the time of bidding that they later refuse to honour, on the basis that these prices do not allow them to recover their own costs and/or make a profit. When evaluating the prices for professional services bid, Canada may, but will have no obligation to, require price support for any prices proposed. Examples of price support that Canada would consider satisfactory include:
 - 1. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided under a resulting contract, and the fees charged are equal to or less than the price offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
 - 2. a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under a resulting contract where the amount payable under that contract by the Bidder to the resource is equal to or less than the price bid;
 - 3. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a price that is equal to or less than the price bid; or
 - 4. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder to provide services, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.



Once Canada requests substantiation of the prices bid, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the prices it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the prices bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the prices bid, Canada may, at their sole discretion declare the bid non-compliant.

7.0 MANDATORY CLAUSES

7.1 Where the words “**must**”, “**shall**” or “**will**” appear in this RFP, the clause is to be considered as a mandatory requirement.

8.0 DEBRIEFING

8.1 After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority. The debriefing may be in writing, by telephone or in person at the discretion of the Contracting Authority.

9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Office of the Procurement Ombudsman (OPO). The Office of the Procurement Ombudsman was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

10.0 MANDATORY 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 **at 2:00PM EDT, on July 7, 2015 at 2560 Hochelaga Boulevard, Quebec City, Quebec.**

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



PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

- 1.1 The Contract shall be interpreted and governed, and the relations between the parties, determined by the laws in force in the Province of Québec.
- 1.2 In their bid submission, bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by deleting the Canadian province specified in the previous paragraph and inserting the Canadian province or territory of their choice. If no change is made, the bidder acknowledges the applicable law specified is acceptable to the Bidder.

2.0 SUBMISSION OF PROPOSAL

- 2.1 Proposals must be submitted in hard copy as described in Article 3.0.

Due to the nature of this RFP electronic transmission of proposal by such means as electronic mail or facsimile to the Department of Agriculture and Agri-Food is not considered to be practical and therefore will not be accepted.
- 2.2 The proposal **MUST** be delivered to and received by the Contracting Unit no later than the **date indicated on the cover page of this RFP**. The outside of the envelope containing the proposal should include the RFP number found on the cover page of the RFP.
- 2.4 The onus for submitting proposals on time at the specified location rests with the Bidder. It is the Bidder’s responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.5 The Bidders are advised that, due to security measures for building visitors, arrangements should be made in advance with the Contracting Authority for any planned in-person delivery of a proposal. Failure to do so may result in late receipt of a proposal.
- 2.6 Proposals submitted in response to this RFP will not be returned.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

- 3.1 The proposal **must** be structured in **TWO SEPARATE ENVELOPES** as indicated below:

Section 1	Financial Proposal	1 original hard copy
Section 2	Certifications	1 original hard copy



- 3.2 The Bidder may **submit a proposal in either official language**.
- 3.3 Each copy of the proposal is to include the Bidder's legal entity name, the name of the Bidder's contact, address, telephone number, facsimile number, email address and the RFP Number.

4.0 SECURITY REQUIREMENTS

4.1 Security Profile Verification

The issuance of a contract is subject to a successful security screening by the Government of Canada security services.

Because of legal and ethics issues, the Bidder is not obligated to complete the "Personnel Screening Consent and Authorization Form" (tbs/sct 330-23e), available at <http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp> for each proposed employee at this point in time of the RFP process.

However, once the technical evaluation team will have evaluated the received proposals and will have identified the acceptable proposal, this requirement will become a mandatory requirement. Successful clearance by AAFC's Security Services is a mandatory condition before AAFC can award the contract.

Beyond the above mentioned issues, The Bidder have however the option to complete the form at their sole discretion at this point and provide the forms with their proposal.

Should a Bidder decide to complete the required information, *the initiative will only accelerate the transmission of the required documents by 2 or 3 weeks*. Whichever option the Bidder chooses, the decision has no bearing or influence on the technical team evaluation.

5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 1)

In the Financial Proposal, the Bidder shall provide a firm all-inclusive price to provide the services requested in accordance with the Statement of Work **Appendix B**.

The bidder must complete the table provided in **Appendix C** which will form the financial proposal.

The price of the proposal will be evaluated in CANADIAN DOLLARS excluding applicable taxes but including FOB destination for goods and services, customs duties and excise tax.

Prices shall not appear in any area of the proposal except in the Financial Proposal.



- 5.1 The Bidder may revise his/her tender by facsimile, or email, provided it is received before the RFP Closing Time. Any change resulting in an increase in the RFP price must be supported by a suitable increase in the security deposit.

However, any indication of price modification shall not reveal the amount of the original or the revised total price. Price modifications should only include the amount of the increase or decrease of the bid. Any indication of the old or the new total price will get the Proposal discarded automatically.

6.0 CERTIFICATION REQUIREMENTS (Section 2)

In order to be awarded a contract, the certifications attached in **Appendix "D"** will be required. The certifications should be submitted with the proposal. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a proposal pursuant to this paragraph, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time frame period will render the proposal non-responsive.

Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada. The Contracting Authority shall have the right to ask for additional information to verify that the Bidder is compliant with the applicable certifications before and after award of a contract. Any certification made by the Bidder that is determined to be untrue, whether made knowingly or unknowingly, or any failure to comply with the certifications or comply with the request of the Contracting Authority for additional information, will render the bid non-responsive.

7.0 METHOD OF SELECTION – MANDATORY REQUIREMENTS

- 7.1 A bid must comply with the requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
- 7.2 In the event that two financial proposals would submit the same "the lowest price", the contract will be awarded to the tenderer shown to have the most years of experience in Janitorial services.

8.0 EVALUATION PROCEDURES

- 8.1 Bids will be evaluated against all requirements of the bid solicitation.
- 8.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.
- 8.3 The mandatory requirements of this RFP will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.



- 8.4 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.
- 8.5 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).
- 8.6 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:
- a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - c) request, before award of any contract, specific information with respect to bidders' legal status;
 - d) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - e) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.



PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to RFP 01B46-14-0222, the following Terms and Conditions shall form part of the Resulting Contract:

1.0 GENERAL CONDITIONS

1.1 The General Conditions attached in **Appendix A** shall form part of any Resulting Contract.

2.0 REQUIREMENT

2.1 The contractor will provide the services identified in Appendix B, Statement of Work.

2.2 The Contractor shall maintain, for the duration of the Contract, a designated single point of contact, hereafter referred to as a Contractor Representative, dedicated to managing the Contract.

3.0 SECURITY REQUIREMENT

1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), granted or approved by AAFC .

2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by AAFC .

3. The Contractor/Offeror **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of AAFC .

4.0 CONTRACT PERIOD

4.1 The Contract shall be **from September 1st, 2015 to August 31st, 2016.**

4.2 The Contractor grants to Canada the irrevocable option to extend the duration of the Contract by up to **one(1) additional three(3) year period** under the same terms and conditions.

4.2.1 Canada may exercise this option at any time by sending a notice to the Contractor prior to the Contract expiry date.

4.2.2 The Contractor agrees that, during the extended period of the Contract resulting from Canada's exercise of its option, the cost will be in accordance with the provisions in Appendix C of the Contract.



- 4.2.3 The option may only be exercised by the Contracting Authority and will be evidenced for administration purposes only, through a written Contract amendment.

5.0 CONTRACTING AUTHORITY

- 5.1 The Contracting Authority is:

Samuel Archambault
Contracting agent
Agriculture and Agri-Food Canada
2001 Robert-Bourassa, Room 671-TEN,
Montréal, Qc H3A 3N2
Tel.: 514-315-6139
Fax: 514-283-3143
E-mail: samuel.archambault@agr.gc.ca

- 5.2 The Contracting Authority (or authorized representative) is 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 officer.

6.0 PROJECT AUTHORITY

- 6.1 The Project Authority for the Contract is:

The contact information for the Project Authority will be provided at time of contract award.

- 6.2 The Project Authority, or authorized representative, is responsible for:

1. All matters concerning the technical content of the Work under the Contract;
2. Defining 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;
3. Inspection and acceptance of all Work performed as detailed in the Statement of Work and;
4. Review and approve all invoices submitted.

7.0 CONTRACTOR REPRESENTATIVE

- 7.1 The Contractor Representative for the Contract is:

The contact information for the Contractor Representative will be provided at time of contract award.

- 7.2 The duties and responsibilities of the Contractor Representative shall include the following:



1. Responsible for the overall management of the Contract;
2. Ensure that the Contract is administered in accordance with the terms and conditions of the Contract;
3. Act as a single point of contact to resolve any contractual disputes that may arise. The Contract Representative must have direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;
4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
5. Monitor all resources that are providing services/deliverables in accordance with the Contract;
6. Liaise with the Project Authority on all matters concerning technical aspects of the Work and performance of its resources; and
7. Manage the transition of any potential resource(s) turnover during the period of the Work.

8.0 PRIORITY OF DOCUMENTS

8.1 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 shall prevail over the wording of any document which subsequently appears on the list:

1. The article of agreement;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix D;
6. Maintenance Program, Appendix E;
7. Plans, Appendix F;
8. Request for Proposal number 01B46-14-0222;
9. Contractor's Proposal dated *(to be inserted at contract award)*.

9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFP,

9.1 "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.

9.2 Agriculture and Agri-Food Canada has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

Pursuant to 6.5 of the Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts, Canada has opted to own the intellectual property rights in any Material subject to copyright that is



created or developed as part of the Work, with the exception of computer software or any documentation pertaining to such software.

10.0 REPLACEMENT OF PERSONNEL

- 10.1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.
- 10.2 Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience.
- 10.3 The Contractor shall propose replacement personnel for the Project Authority's review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- 10.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
- 10.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
- 10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP.
- 10.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.



11.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT

11.1 Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:

- (a) AAFC's premises;
- (b) Documentation;
- (c) Personnel for consultation;
- (d) Office space, telephones, desk space, manuals and terminals.

11.2 Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel..

11.3 There will be, however, no day-to-day supervision of the Contractor's activities or control of hours of work by the Project Authority.

12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY

12.1 The Contractor shall reimburse Canada any cost or expenses due to the damage to or loss of Crown-owned property resulting from the Contract or the carrying out thereof, or shall, upon reasonable notice, promptly repair such damage or substitute such loss to Canada's satisfaction.

13.0 BASIS OF PAYMENT

13.1 For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Basis of Payment below, and the attached Appendix C (Basis of Payment) for Work performed pursuant to the Contract.

13.2 Firm Lot Price:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (insert amount at contract award). Customs duties are included and the Applicable Taxes are extra

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

13.3 Provisional Sum – Limitation of expenditures

13.3.1 For additional workload not described in Appendix B - Statement of Work.

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of work established in accordance with the basis of payment in Appendix C. The fixed amount is valid for a period of one year and is renewable annually up to a limitation of expenditure of **\$5,000.00**. Customs



duties are included and applicable taxes are extra. The use of provisional amount must be approved by the project manager.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.

This amount is only an estimate and is in no way a guarantee that can be paid under any resulting contract concluded due to the acceptance of this offer.

14.0 METHOD OF PAYMENT

Payment will be made **no more the once per month**, following the submission of all invoicing documentation as specified in Article 15.0, in accordance with the terms herein this contract and acceptance by the Departmental Representative.

15.0 DIRECT DEPOSIT

The Contractor agrees to receive payment through direct deposit to a financial institution.

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada *Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)*.

Additional information is available at:
www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html

16.0 INVOICING INSTRUCTIONS

- 16.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.
- 16.2 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 6.0 hereof.

17.0 MANDATORY CERTIFICATIONS

- 17.1 Compliance with the certifications the Contractor has provided Canada is a condition of the Contract and subject to verification by Canada during the entire period of the Contract. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, the Minister shall have the



right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

18.0 NON-PERMANENT RESIDENT *(the non-applicable clause will be deleted at contract award)*

18.1 (CANADIAN CONTRACTOR)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

18.2 (FOREIGN CONTRACTOR)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

19.0 INSURANCE REQUIREMENTS

19.1 The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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 Bank of Canada discount rate from the previous month 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. The Contractor is not required to provide notice to Canada for interest to be payable.

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.international.gc.ca/sanctions/index.aspx?lang=eng>.

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

Context

Agriculture and Agri-Food Canada's Soils and Crops Research and Development Centre (hereinafter called "the Centre"), located at 2560 Hochelaga Boulevard, Quebec City, Quebec, requires cleaning maintenance services in the main building of the Centre, as specified in this appendix.

PART A – GENERAL REQUIREMENTS

1.0 AREAS TO BE MAINTAINED

The Contractor shall provide the required cleaning maintenance services in the main building areas, in accordance with the requirements and instructions set out in this section.

The following is a list of the areas to be maintained:

- Main building

WING	SECTOR	SURFACE AREA (M2)
A Wing – Basement	Hallway	160
	Office	25
	Cafeteria	55
	Store	100
	Conference room	72
A Wing – 1st Floor	Library	270
	Office	120
	Hallway	60
B Wing – Basement	Hallway	50
	Office	30
B Wing – 1st Floor	Reception hallway	200
	Hallway	166
	Office	100
	Lab	160
B Wing – 2nd Floor	Hallway	166
	Office	50
	Lab	160
C Wing – Basement	Hallway	130
	Office	50

Total surface area to be cleaned: 2,124 m²





1.1 Determination of cost when the surface areas in the space to be cleaned change

The Government of Canada may, from time to time, notify the Contractor in writing of any change in the surface area to be cleaned; in the case of addition or removal of surface areas to be cleaned, the change in the contract amount shall be calculated according to the rate per m² identified in Appendix B, under the corresponding item "Contract adjustment – Cost per square metre."

2.0 CLEANING

2.1 Daily work schedule

The work shall be done Monday to Friday between 8 a.m. and 10 p.m. for the period of May 1 to October 31, and between 6:30 a.m. and 11 p.m. for the period of November 1 to April 30. Work may be done on weekends, as needed and on approval by the Project Officer. No work shall be done on the statutory holidays listed in the following link:

www.revenuquebec.ca/en/nous_joinre/entreprises/feries.aspx

When a statutory holiday falls on a weekend, it is moved to the following business day.

The Contractor shall provide a sample annual cleaning schedule based on the description in the Statement of Work, within one month of the contract start date.

The Contractor shall submit, upon signature of the contract, a full and detailed schedule of the work to be performed on a daily basis, so the Project Officer knows when the work will be performed and is able to check its accuracy. Each work area shall therefore be clearly identified, e.g. 1st floor offices, buffing, day 5. If more than one of the Contractor's employees is to perform the work, the Contractor shall submit a copy of the cleaning schedule of each employee.

Moreover, the Contractor shall keep all schedules up to date and give the Project Officer copies each time the schedules are updated.

The Contractor's employees shall take extra care not to disturb Centre employees in any way.

Only the Project Officer and the Integrated Services Manager shall be authorized to give instructions to the Contractor.

2.2 Cleaning scheduled after construction work or other projects:

The Contractor shall be given 48 hours' advance notice of any cleaning required by the Property and Facilities Officer after construction work or other projects. The cleaning shall be planned in conjunction with the Property and Facilities Officer, who shall be responsible for informing the affected employees of the scheduled cleaning dates.

Once the scheduled cleaning is completed, the Contractor shall notify the Project Officer, who shall inspect the work to determine whether it is acceptable.





2.3 Additional work (not stipulated in the Statement of Work)

If the work described in item 2.2 or any unforeseen work cannot be done by the employees during their regular work hours and additional resources are required, the Contractor may invoice Agriculture and Agri-Food Canada (AAFC) for the additional services, provided the Project Officer is presented with detailed documentation and authorizes the work in advance.

3. AREAS EXCLUDED FROM CLEANING OPERATIONS

Maintenance of the grounds, parking areas, roads and greenhouses is not covered by the contract. Only the main building is covered by the specifications, with the exception of the following areas, which are also excluded from the contract:

A Wing and B Wing of the main building – Basement

A-002A and C-003 (electrical rooms)
B-003A (elevator mechanism)
B-007 and B-009 (mechanical equipment rooms)

C Wing of main building – Basement

C-101A, C-101B and C-101C (propagation areas)
C-001A (seed repository)

C Wing of main building – 1st Floor

C-102A and C-102B (chemical products repositories)
C101, C-103, C-105 and C-107 (4 greenhouses), as well as the concrete area where the preparation tables are located

D Wing

Hazardous materials storage facility

4. AREAS EXCLUDED FROM CLEANING OPERATIONS

- Lab: counters and equipment

4.1 Restricted zone

- B-220: Foreign soils lab
- B-142: Room containing radioactivity

5. CONTRACTOR RESPONSIBILITIES

5.1 Contractor personnel

The Contractor shall assign qualified personnel to the contract. The Project Officer can ask the Contractor to replace any employee who does not meet the contract requirements, for reasons of incompetence, unacceptable behaviour or security risk.





All personnel working on the contract shall have received WHMIS (Workplace Hazardous Materials Information System) training. The training shall be up to date and adapted to the purposes of this contract.

The Supervisor and his/her employees shall be able to communicate in French (spoken and written).

Supervisor

The on-site supervisor shall have the authority to carry out instructions given by the Project Officer, whether or not these involve changes to the description of tasks.

Supervises personnel assigned to cleaning operations.

Liaises between the Contractor and AAFC.

Determines the work schedules.

Inspects the work done by the cleaning personnel.

On request, the Supervisor shall meet with the Project Officer to discuss any problems or work to be done according to the Statement of Work.

Cleaner

Performs cleaning work.

Reports to the Contractor's Supervisor.

5.2 Keys

At the start of the contract, the Centre shall provide the Contractor with an inventory of the keys and access cards required for delivery of the services. From the moment the Contractor provides written acknowledgement of receipt of the inventory, the Contractor is responsible for keeping the inventory up to date and ensuring that the keys are used strictly for the purposes of executing the contract.

The Centre may ask to check the inventory at any time.

5.3 Environmental protection

The Contractor is responsible for complying, in its work area, with federal and provincial statutes and any regulations and policies applied by the Centre regarding the quality of the workplace and environmental protection, more specifically the protection of soil and groundwater, sanitary and storm sewers and air quality. The Contractor shall immediately notify the Centre of any incident the Contractor has caused or noticed that could have an impact on the environment.

5.4 Lost or found objects

The Contractor's employees must immediately bring to the Centre's reception desk any objects found.

5.3 Absenteeism

If the designated employees are unable to work for any reason whatsoever, the Contractor shall replace them immediately, at its expense.





Replacements shall have the required skills and experience for the position in question, as well as the required security clearance. The contractor shall provide the replacements with all relevant information about the position, as well as the necessary training.

5.4 Absolute obligation

The absolute obligation to supply staff consists in providing a team of competent employees able to perform the ongoing services required by these specifications. The Contractor is responsible for selecting team members, instructing them, training them, assigning them duties and monitoring their performance.

The Contractor is also responsible for supplying the equipment needed to perform the work, maintaining it and replacing it as required.

The Contractor must also supply the materials and products needed to carry out the cleaning profiles.

6.0 QUALITY CONTROL

The Centre reserves the right to inspect the work at its discretion.

Complaints by building occupants regarding any tasks or parts of tasks will be passed on to the Contractor for immediate action.

The AAFC representative will meet with the Contractor's representative as needed to discuss the list of complaints received. The AAFC representative will inform the Contractor of changes that need to be made to work methods, and will identify shortcomings that need to be addressed.

When it is possible to take corrective action, the Project Officer will tell the Contractor what corrective measures it can take to address the shortcomings.

When it is not possible to take corrective action or to do work that was not done on time, AAFC reserves the right to have the incomplete work done by a third party; the value of this work shall be evaluated by the AAFC representative. The value of the work shall be deducted from the Contractor's monthly payment. In such a situation, the AAFC representative will send a written note to the Contractor indicating its failure to meet its obligations and the amounts that will be deducted from the monthly payment.

7.0 USE OF AAFC PUBLIC UTILITY SERVICES

- When a person enters a room equipped with light switches, lights are to be turned on when entering the space and turned off immediately upon exit.
- When light bulbs are burned out, the cleaner must replace the defective light bulbs.
- In the event of a power outage (breaker, etc.) during cleaning operations, the Project Officer or Security must be notified immediately.





- The Contractor is liable for the condition and maintenance of the equipment (extension cords, vacuums, buffers, etc). The Project Officer has the right to inspect all equipment and to prohibit the use of equipment that he/she deems unsafe.
- No cleaning staff is to touch the thermostats.
- The electrical and mechanical rooms are off limits to the Contractor and its staff.
- If water is spilled during cleaning operations, it is to be cleaned up immediately, including in the janitor's closets and other designated spaces. No equipment stored in these spaces should be leaking or dripping.

7.1 Designated space for the use of the Contractor

AAFC shall provide the Contractor with a janitor's closet during the term of the contract.

The Contractor is not authorized to use this space for personal reasons, as an office address or as a mailing address. This space must be respected and kept clean. The Contractor will be liable for any damages to the space during the term of the contract.

AAFC is not responsible for any damaged or lost materials, supplies, equipment or personal effects belonging to the Contractor.

8.0 COMMUNICATION

The Contractor must establish good communication, enabling it to ensure solid relations between all individuals covered by this contract. The Supervisor must provide a telephone number at which he/she can be reached at all times.





PART B – PRODUCTS AND EQUIPMENT

1.0 AAFC FURNISHED EQUIPMENT

If the Contractor requires electricity or water for the cleaning operations or to keep the premises clean, it may use the services available on site, ensuring that it has everything required to do so. All water and electricity services that require additional installations shall be at the Contractor's expense. The latter shall ensure that the water and electricity needed for its work in no way affects the existing installations.

1.1 AAFC shall supply the following:

List all equipment supplied by AAFC

- Disposable gloves
- Bin liners
- Paper bags (sanitary)
- Paper towels for dispenser
- Toilet paper for dispenser
- Deodorizing pucks
- Hand soap for dispenser
- Dish soap
- Light bulbs

1.2 Supply conditions

AAFC shall keep an updated, detailed inventory of the items in Part B, section 1.1 supplied to the Contractor for the cleaning operations. If AAFC deems it necessary, it may, at any time, implement an inventory management system.

2.0 CONTRACTOR-FURNISHED EQUIPMENT:

The Contractor shall supply all of the tools, equipment and products required to perform the tasks stipulated, excluding the AAFC-furnished equipment listed in Part B, section 1.1.

AAFC shall not contribute to the supply of equipment, materials or products to be supplied by the Contractor.

The Contractor shall supply and maintain all equipment, materials and products mentioned in this request for proposals (RFP), and in doing so, shall comply with health and safety codes.

The Contractor shall supply products that are compatible with the building's flooring and architectural finishes. If applicable, the Contractor shall provide the product specified by the manufacturer of the architectural finish, even if the product is not normally used by the Contractor.





The Contractor shall plan for and choose the correct buffers and automatic scrubbers for restricted areas (such as offices and laboratories) and large surfaces (such as hallways). For large surfaces, AAFC requires the use of an automatic scrubber.

All products are to be clearly identified. In addition, hazardous substances shall be identified in accordance with WHMIS (Workplace Hazardous Materials Information System) standards. The products should have a low level of toxicity, such that they are not considered toxic if swallowed or if they come into contact with skin, according to WHMIS criteria.

The Contractor shall use green chemistry and/or biotechnology-based cleaning products that are environmentally friendly and do not affect wastewater treatment performance. The products used should have environmental certification, such as EcoLogo (Canada), Green Seal (US) or Ecolabel (European Union). Manufacturers' instructions should be followed regarding product quantity and use. All products used by the Contractor shall be minimally scented.

The Contractor shall give employees the necessary instructions and training on how to handle and use the products.

The Contractor shall store materials and products according to manufacturers' guidelines.

The Centre may at any time take samples of the materials used and test them to ensure that they are up to standards.





PART C – CLEANING TASKS

GENERAL

Cleaning personnel shall inform the Project Officer or Security of any maintenance problem or mechanical breakdown in a building observed during the cleaning operations.

FREQUENCY: Five days per week

May to October: Monday to Friday, 8 a.m. to 10 p.m.

November to April: Monday to Friday, 6:30 a.m. to 11 p.m.

1. Clean hardware, door handles, metal door hardware, metal door plates and handrails throughout the building.
2. Clean doors throughout the building.
3. Sweep and wash the floor in the storage location (room A-002F).
4. Clean the inside of showcases and the glass doors in the libraries.
5. Empty the small blue recycling bins (glass) and the paper recycling bins into the large blue bins. When full, the large blue bins must be emptied into the compactor outside of the building.
6. Wash the floors in the basement and 1st floor lobbies, as well as stairwells and hallways.

May to October: Monday to Friday, 8 a.m. to 4 p.m.

November to April: Monday to Friday, 6:30 a.m. to 5 p.m.

1. Clear the hallways, main and service entrances and vestibules of all debris (paper, empty boxes, garbage cans, etc.), and place debris in the appropriate receptacles.
2. Clean and polish all glass panels and doors of vestibules in the main entrances (as well as the emergency exit near the cafeteria, “A” basement).

May to October: Monday to Friday, 5 p.m. to 10 p.m.

November to April: Monday to Friday, 5 p.m. to 11 p.m.

1. Sweep or vacuum all uncarpeted floors.
2. Dust all office furniture, window ledges and handrails in the lobby; the tables and benches in the lab are not covered by this contract, with the exception of exposed vertical surfaces, which must be dusted.





3. Empty and clean paper bins, garbage cans and other similar containers by transferring their contents into plastic bags and disposing of them in an incinerator or otherwise.
4. Dust and clean all furniture, vending machines, counters, sinks and electrical fixtures in the cafeteria, and all furniture in the conference room.

FREQUENCY:

Five days a week, several times a day

May to October: Monday to Friday, 8 a.m. to 10 p.m.

November to April: Monday to Friday, 6:30 a.m. to 11 p.m.

1. Clean the sinks and restock hand towels, toilet paper and hand soap (twice a day).
2. Clean and disinfect the urinals, toilets and all washroom fixtures (twice a day).
3. Clean all water fountains with an odourless disinfectant (three times a day).
4. Clean the conference room after each meeting (once or twice a day).
5. Clean the basement cafeteria at 11 a.m., 1:30 p.m. and 4 p.m. This includes all electrical fixtures in the cafeteria.
6. Clean the lobby and main stairwell (three times a day).
7. Replace burned out light bulbs and fluorescent tubes as well as compact fluorescent bulbs with the same type of bulbs as those removed (twice a day).
8. Remove dirt, snow and ice from the front stairs, all exits and emergency exits, loading docks and stairs, walkways leading to entrances and the entrance to the hazardous materials storage facility, as well as between the front and side doors of the A Wing. Entrances and walkways must be cleared before personnel arrive at the building at 7 a.m. All exits and emergency exits must be kept clear at all times. Spread sand or salt if there is a safety risk (three times a day).

FREQUENCY:

Once a week

May to October: Monday to Friday, 8 a.m. to 4 p.m.

November to April: Monday to Friday, 6:30 a.m. to 5 p.m.

1. Clean and disinfect paper bins in the washrooms, cafeteria and other designated areas.
2. Thoroughly clean the glass panels on the entrance doors.

May to October: Monday to Friday, 5 p.m. to 10 p.m.

November to April: Monday to Friday, 5 p.m. to 11 p.m.





1. Wash all floors and stairwells from the basement to the 2nd floor, inclusively, with the exception of the areas specified in item 3 - Areas excluded from cleaning operations.
2. Sweep and wash the floor in the tunnel between the main building and the Université Laval building.
3. Vacuum all upholstered furniture in the buildings.
4. Apply a polish to all wood furniture in the offices and the main lobby.

FREQUENCY:

Every three months (May, August, November and February)

May to October: Monday to Friday, 5 p.m. to 10 p.m.

November to April: Monday to Friday, 5 p.m. to 11 p.m.

1. Wash, wax and polish all marmoleum floors according to the manufacturer's instructions.
2. Wash and polish all interior glass partitions and all glass door panels, as well as vestibule and cafeteria doors.
3. Wax and polish all furniture in the conference room.

FREQUENCY:

Every six months

May to October: Monday to Friday, 8 a.m. to 4 p.m.

November to April: Monday to Friday, 6:30 a.m. to 5 p.m.

4. Remove boot scrapers in the entrances and vestibules, and empty the pans.
5. Clean all windows, inside and outside.

May to October: Monday to Friday, 5 p.m. to 10 p.m.

November to April: Monday to Friday, 5 p.m. to 11 p.m.

1. Clean all air vents in the building, located under the windows in all labs and offices.
2. Dust and clean the air intake grills and door vents.
3. Thoroughly scrub and, if necessary, strip the floors.
4. Remove wax build-up from furniture and baseboards.

May to October: Monday to Friday, 5 p.m. to 10 p.m.

November to April: Monday to Friday, 5 p.m. to 11 p.m.





Or weekends

1. Wash all carpets with a carpet cleaner, allow to dry, then vacuum. At the Project Officer's request, apply a static guard.





PART D – QUALITY GUIDELINES

After a cleaning operation, there must be no debris, dust, dirt, foreign matter or spider webs, including in the corners, behind or under heaters, under furniture or behind doors.

After a cleaning operation, there must be no stains, marks, smudges, water stains, splash marks or residue of cleaning products remaining on any horizontal or vertical surface.

All furniture and equipment moved during the cleaning operation must be returned to its original location.

Marks or streaks left by a machine on horizontal and vertical surfaces will not be tolerated. The Contractor is responsible for any damages, and repairs shall be made to the entire satisfaction of AAFC.

Floors: sweeping

- ✓ There must be no dust, debris or other materials remaining in the corners, behind or under portable heaters, under furniture or behind doors.
- ✓ There must be no trace of dust or dirt remaining in areas where a dust pan was used.

Floors: mopping or cleaning

- ✓ All areas must be clean and free of stains, streaks and loose mop strands.
- ✓ The water, cleaning product and mop head must be reasonably clean during mopping operations. The water and cleaning product must be changed often to avoid giving floors a dull or streaked appearance (which is unacceptable).
- ✓ Water and/or cleaning products should not be allowed to collect under furniture or filing cabinets.

Floors: buffing

- ✓ All floors must look clean and shiny.
- ✓ There must be no visible scratches or stains on the floors.
- ✓ Floors must be swept, with no visible trace of dust or dirt.
- ✓ There must be no splash marks from cleaning products on the vertical surfaces.

Floors: scrubbing or stripping

- ✓ Floors must look clean and smooth.
- ✓ After stripping the floors, there must be no build-up of wax or sealer remaining on the floor.
- ✓ There must be no visible stain or dirt remaining after a scheduled buffing operation.
- ✓ Corners, baseboards and wall edges must be properly cleaned of all residues before applying wax or sealer.
- ✓ Furniture (except for stationary furniture) must be moved in order to clean the entire surface of the floor. When possible, computer cables must be taped to the desks or other vertical surfaces so as not to hinder cleaning operations.
- ✓ No water stains, splash marks or residue must be left on the vertical surfaces.
- ✓ Burnishing of floors is not authorized in the buildings under this contract.





Floors: sealer or protective coating/wax

- ✓ No smudges, mop marks, forgotten areas or other evidence of improper use of the cleaning product must be visible.
- ✓ The floor must look clean, bright and smooth, including in corners and under furniture.
- ✓ There must be no trace of wax or sealer on vertical surfaces.

Carpets/rugs: vacuuming

- ✓ There must be no dust, dirt or other debris remaining, including under the T mats.
- ✓ The T mats must be clean.
- ✓ Any stray threads must be cut.

Carpets/rugs: stain removal

- ✓ Spills must be cleaned as soon as possible after being noticed/reported.
- ✓ There must be no discolouring of the carpet/rug due to improper use of the cleaning product.
- ✓ Use a stain guard, where applicable.

Carpets/rugs: steam-cleaning or shampooing

- ✓ Carpets must look and smell clean.
- ✓ No water stains or buffer marks must remain on the carpets/rugs.
- ✓ Stains that are impossible to remove by the usual means, as well as carpets and rugs that are damaged or pulled up, must be reported to the Property and Facilities Officer.
- ✓ Use Scotchgard, where applicable.
- ✓ The machines must not leave any water stains or splash marks.

Entrance carpets, boot scrapers and rubber mats:

- ✓ Entrance carpets must be cleaned as thoroughly as possible by the Contractor, according to the instructions below:
- ✓ Keep them dry and avoid salt/sand build-up.
- ✓ Prevent dirt and water from collecting on the floor underneath.
- ✓ Properly replace entrance carpets, boot scrapers and rubber mats.

Baseboards, walls, doors and partitions:

- ✓ There must be no finger marks, water or other stains, splash marks, dust, spider webs or debris on the surfaces.
- ✓ There must be no streaks or marks on metal fixtures; ensure surfaces are clean and shiny; use an appropriate cleaning product that will not damage surfaces. The Contractor is responsible for any damages and repairs shall be made to the entire satisfaction of AAFC.

Water fountains:

- ✓ There must be no streaks, marks, water stains or residue visible on the porcelain, metal or enamel surfaces.
- ✓ All fountains must be disinfected with an appropriate cleaning product.
- ✓ The spigot must be clean.





Windows (glass doors, partitions, sashes, mirrors and sidelights):

- ✓ There must be no smudges, streaks or other unwanted marks visible on the glass surfaces.
- ✓ All frames must be cleaned and polished, where applicable.
- ✓ There must be no traces of water or splash marks next to the windows.
- ✓ Surfaces must be clean and shiny.

Metal hardware (fixtures):

- ✓ All surfaces must be cleaned and shined with an appropriate cleaning product.
- ✓ There must be no smudges, streaks or other unwanted marks visible on the metal surfaces.
- ✓ There must be no traces of water or splash marks next to the metal fixtures.
- ✓ Polished surfaces must be smooth and shiny.

Containers (garbage cans and bins):

- ✓ Containers must be clean and odour-free.
- ✓ Plastic bin liners must be clean, intact and of the correct size.
- ✓ There must be no stains, dirt or dust on the outer surfaces of garbage cans.
- ✓ Garbage cans and waste bins in the washrooms must be disinfected and the exterior polished, where applicable.
- ✓ Always replace garbage cans after emptying them.
- ✓ Plastic bin liners must be replaced and not simply emptied.

Dispensers (paper products and hand soap):

- ✓ Paper products must be the correct format and properly inserted.
- ✓ Dispensers must be closed and locked, where applicable.
- ✓ There must be no smudges, finger marks, streaks or stains on the surface of dispensers.
- ✓ There must be no water stains or splash marks on surfaces adjacent to dispensers.
- ✓ Dispensers must be disinfected and their outer surfaces polished, where applicable.
- ✓ Hand soap dispensers must be cleaned and kept at least half full at all times.

Counters and backsplashes

- ✓ There must be no splash marks, smudges, water stains, dirt, soap film or debris visible on the surfaces and finishes.

Sinks, toilets, urinals and shower stalls:

- ✓ These must be disinfected and deodorized.
- ✓ There must be no soap film, grime or dirt on the surfaces, nor on surrounding surfaces.
- ✓ There must be no mould, smudges, streaks, water stains, cleaning product residue, debris or sand on the inner or outer surfaces.
- ✓ There must be no debris or dirt in the drains.
- ✓ There must be no (yellow) discolouration visible on the porcelain finishes.

Note: Washrooms and kitchens are extremely important aspects of the cleaning service. As such, AAFC will be particularly demanding in terms of the cleanliness of these rooms.

Vents, diffusers, air intake grills and exhaust grills:





- ✓ Components of the ventilation system and the surrounding metal surfaces must be clean and unobstructed.
- ✓ Immediately report to the Project Officer any obstacle blocking the flow of air.
- ✓ All surrounding surfaces must be clean.

Furniture:

- ✓ These numerous items are considered as vertical and horizontal surfaces and are therefore cleaned as such.
- ✓ Always replace furniture.
- ✓ Glass surfaces in the offices and on tables must be clean, with no finger marks, spots or other unwanted marks.
- ✓ There must be no dust build-up on the seats.
- ✓ All photo frames, plaques, etc. must be dusted.
- ✓ Light fixtures:
 - ✓ There must be no insects or dust in the light fixtures. There must be no dirt on the furniture or floors under the light fixtures.
- ✓ After washing, there must be no smudges or water marks on furniture or floors.
- ✓ Diffusers must be safely replaced.

Spaces reserved for the Contractor and janitor's closets:

- ✓ All floors must be clean.
- ✓ There must be no dust or spots on the fixtures or walls.
- ✓ Buckets and carts must be emptied and odour-free when not in use.
- ✓ There must be no papers, waste or empty containers left in the janitor's closets.

PART E – GLOSSARY

All types of floors include: vinyl composite tile (VCT), cushion tile, ceramic tile, battleship linoleum, linoleum, marmoleum, terrazzo, slate, rubber, exposed hardwood, painted concrete and epoxy concrete, in addition to commercial carpeting.

- **Buffing:** Consists of removing traffic marks and restoring the floor surface shine using a high-speed buffer equipped with an appropriate pad and spray solution. There must be no dust or dirt left on the floor after buffing. The floor must present an even shine. Care must be taken not to hit or splash anything.
- **Carpet shampooing:** Consists of using a buffer with an appropriate cleaning solution and a pad following a thorough vacuuming to remove dust, dirt and stains, followed by application of a static guard and a stain guard. T mats must be clean, and the carpets or rugs around and under the T mats must be free of dust and dirt. Replace furniture. Carpets must look, feel and smell clean.
- **Clean/cleaning:** Consists of removing dirt, debris, spills, stains, finger marks and any other foreign matter from horizontal and vertical surfaces using appropriate supplies, tools and equipment. Synonyms: mopping, sweeping, washing.





- Cleaner (heavy duty): Empty outdoor ashtrays, clean exterior of buildings, maintain floors and carpets, relamp, empty all recycling containers and large garbage cans, haul garbage to outside bins, remove boxes containing glass, perform high dusting, schedule cleaning after special projects.
- Cleaner (light duty): Pick up litter, empty small waste receptacles and recycling bins, clean water fountains, replenish supplies in washrooms, clean and/or wash fixtures, shine mirrors, polish metal, wash windows, spot clean and patrol clean.
- Clean air grills and diffusers: Consists of removing dust and dirt using a vacuum cleaner equipped with a wand and brush attachment, or wiping with a damp sponge and drying with a clean cloth.
- Washing windows: Consists of removing dirt, finger marks and smudges that detract from appearance or transparency with an appropriate cleaning product. No abrasives are to be used. Synonyms: cleaning windows, sashes, sidelights, mirrors.
- Debris: Consists of paperclips, paper, mop strands, pins, staples, gum and other items discarded on floors, carpets, furniture and other horizontal surfaces. Synonym: litter
- Water fountains: Porcelain, metal or enamel surfaces must be clean and free of stains and disinfected daily; surrounding areas must be free of spots, stains and streaks. Salt deposits and verdigris must be removed from the spigot using mild detergent, so no odours linger after cleaning.
- Dusting: Consists of removing dust, dirt, debris or other foreign objects using a dusting product or an electrostatic duster.
- Material/equipment: Consists of the tools needed to do the work.
- High dusting: Consists of removing loose dirt on vertical and horizontal surfaces more than 1.5 metres high using a damp cloth or an electrostatic duster; this may involve climbing, but no higher than 4 metres.
- Laboratories: All research rooms are considered as part of the laboratories and are to be cleaned as laboratory rooms.
- Low dusting: Consists of removing loose dirt on vertical and horizontal surfaces less than 1.5 metres high using a damp cloth or an electrostatic duster.
- Cleaning accessories/products: Consists of the items required to replenish washrooms, light bulbs, liners for bins and recycling containers, as well as to the supplies needed to clean the building. Synonyms: paper towels, hand soap, etc.





- Neutralize: Consists of using water and vinegar to wash floors thoroughly, proceeding with a cold rinse to eliminate stripping solution and old finish residue before applying sealer.
- Patrol clean: Consists of picking up litter, wiping up spills, cleaning glass doors and sashes, cleaning washrooms, cleaning mirrors and replenishing empty dispensers. This work is in addition to resupplying. Synonyms: organized, verified.
- Polishing metals: Consists of removing soil, marks and stains from metal surfaces using an approved cleanser, according to the manufacturer's instructions, and making sure no oily residue remains; restoring metal to its original shine, leaving no smudges or streaks.
- Project work: Additional cleaning operations requested occasionally by the Property and Facilities Officer.
- Relamping: Consists of replacing burnt tubes, compact fluorescent bulbs and other light bulbs, dusting covers and lenses and repositioning, as needed.
- Routine cleaning: Refers to the cleaning operations to be performed under the contract, either monthly, weekly, every 15 days or daily, as specified in this Statement of Work.
- Scheduled cleaning: Refers to the cleaning operations to be performed quarterly or yearly, including cleaning operations assigned in advance or scheduled.
- Stripping: Consists of removing the top layer of wax using a low-speed buffer equipped with appropriate pads and stripping solution, following these steps:
 - Move furniture
 - Strip floor and corners
 - Wash baseboards
 - Neutralize and rinse floors
- Where applicable, once the floor is completely dry, apply two coats of wax or sealer.
- Once the wax is dry, reposition the furniture.
- There must be no dirt or stains visible after this operation has been completed.
- Water and/or other cleaning products should not be allowed to collect under stationary furniture, cabinets or appliances. Care must be taken not to hit or splash the surroundings. Floors must be clean and shiny. Chairs, waste baskets, etc., must not be placed on desks or tables during cleaning operations, but rather moved out of the way and then replaced.
- Protective coating/water-based sealer: Solvent applied to a clean, bare floor; applied in two coats; the first and second coats are applied in opposite





directions, and the first coat must be completely dry before the second coat is applied; top with two coats of wax.

- Stain removal for carpets/rugs: Consists of identifying the type of stain and eliminating it using an appropriate, commercially available remover, in accordance with the instructions. There must be no discolouring of the carpet fibres.
- Steam-clean: Consists of using a jet extractor carpet machine with an appropriate detergent to remove dust, dirt and stains from carpets, followed by an application of static guard. T mats must be clean, and there must be no dust or dirt around or under them. All furniture and equipment moved during the cleaning operation must be returned to its original location when the carpet is dry. Carpets must look, feel and smell clean.
- Spot clean: Consists of removing finger marks, smudges, stains and other foreign matter from horizontal and vertical surfaces using a cloth moistened with glass cleaner or another solvent appropriate to the task.
- Stairwell: Vertical structure that includes the flight of stairs, risers, guard rails, hand rails, landings, baseboards, walls, doors and glass partitions.
- Stripping: Consists of removing layers of floor finish using a low-speed buffer equipped with appropriate pads and stripping solution, following these steps:
 - Move furniture
 - Strip the floor, corners and baseboards (where applicable)
 - Neutralize and rinse the floor
 - Wash baseboards
 - Rinse the floor again
 - Once the floor is dry, apply two coats of water-based sealer
 - Where applicable, once the sealer is dry, apply two coats of wax
 - Once the wax is dry, reposition the furniture

After the operation has been completed, there should be no traces of sealer or wax. Walls, baseboards and other surfaces must be free of water marks, splashes and scars from equipment. No smudges, mop strings, marks, forgotten areas or other evidence of poor cleaning must be visible. The floor must look clean and bright, including the corners and under stationary furniture. Chairs, waste baskets, etc. must not be placed on desks or tables during cleaning operations, but rather moved out of the way then replaced.

- Supplies: Consists of the items needed to clean the buildings. Synonyms: solvents, cleaners, mops, rags, brooms and other cleaning products.
- Sweeping: Consists of removing dust, dirt and debris from floors, steps and landings using a dust control compound, where applicable, and the proper broom size for the job.





- Vacuuming: Consists of removing debris, dust and dirt from floors and other surfaces using a vacuum cleaner equipped with the appropriate attachments to do the cleaning and clean in hard-to-reach places.
- Washing: Consists of applying a solvent, either on its own or diluted with water, with a rag or sponge, scrubbing and rinsing, leaving no residue on surfaces. No abrasive cleaners are to be used.
- Washing floors, steps, landings, etc.: Consists of applying a neutral cleanser, either on its own or diluted with water, with a mop, rag, or any other tool, to remove dirt, then rinsing the surfaces, making sure no soap residue or streaks remain.





APPENDIX "C"

BASIS OF PAYMENT

1.0 General

Payment shall be in accordance with article 14.0 of Part 3, Method of Payment and 15.0 of Part 3, Direct Deposit.

All deliverables FOB destination, Canadian custom duties and excise tax (if applicable). If applicable, Applicable Taxes for the labour will be shown separately.

2.0 Pricing Basis

2.1 Initial contract period: From September 1st, 2015 to August 31st, 2016.

2.1.1 For work under the contract described in Appendix B – Statement of Work, excluding Articles 2.3, Part A, the Contractor shall be paid in accordance with the following for work performed under the Contract

Wing	A Cleanable Area (m ²)	B Monthly hours of work required	C Firm Mensual Cost	D Yearly Cost (C x 12)
A	862 m ²	hrs	\$	\$
B	1082 m ²	hrs	\$	\$
C	180 m ²	hrs	\$	\$
TOTAL	2,124 m ²	hrs	\$	\$

2.1.2 For additional workload described in Appendix B – Statement of Work, Articles 2.3, Part A.

Category A Heavy Duty	Category B Light Duty	Category C Work at heights	Supervisor
\$/hr	\$/hr	\$/hr	\$/hr

2.1.3 Contract Adjustment - Cost per square meter

$$\begin{array}{l}
 \$ \text{_____} \div \mathbf{2,124 \text{ m}^2} = \text{_____} \$ \div 12 = \$ \text{_____} / \text{m}^2 \\
 \text{(Bid price, as per total} \quad \text{(Total area to maintain)} \quad \quad \quad \text{(Cost per square meter per month- GST excluded)} \\
 \text{Of column D, Art. 2.1.1)}
 \end{array}$$



2.2 Option year (3 years) : From September 1st, 2016 to August 31st, 2019.

2.2.1 For work under the contract described in Appendix B – Statement of Work, excluding Articles 2.3, Part A, the Contractor shall be paid in accordance with the following for work performed under the Contract

Wing	A Cleanable Area (m2)	B Monthly hours of work required	C Firm Mensual Cost	D Yearly Cost (C x 12)
A	862 m ²	hrs	\$	\$
B	1082 m ²	hrs	\$	\$
C	180 m ²	hrs	\$	\$
TOTAL	2,124 m²	hrs	\$	\$

2.2.2 For additional workload described in Appendix B – Statement of Work, Articles 2.3, Part A.

Category A Heavy Duty	Category B Light Duty	Category C Work at heights	Supervisor
\$/hr	\$/hr	\$/hr	\$/hr

2.2.3 Contract Adjustment - Cost per square meter

$$\begin{array}{l}
 \$ \underline{\hspace{2cm}} \div \mathbf{2,124 \text{ m}^2} = \underline{\hspace{2cm}} \div 12 = \$ \underline{\hspace{2cm}} / \text{m}^2 \\
 \text{(Bid price, as per total)} \quad \text{(Total area to maintain)} \quad \quad \quad \text{(Cost per square meter per month- GST excluded)} \\
 \text{Of column D, Art. 2.2.1)}
 \end{array}$$

Contractor Representative name

Signature

Date



APPENDIX D

CERTIFICATION REQUIREMENTS

The following certification requirements apply to this Request for Proposal (RFP) document. Bidders should include, with their proposal, a signed copy of this certification below.

A) LEGAL ENTITY AND CORPORATE NAME

Please certify that the Bidder is a legal entity that can be bound by the contract and sued in court and indicate **i)** whether the Bidder is a corporation, partnership or sole proprietorship, **ii)** the laws under which the Bidder was registered or formed, **iii)** together with the registered or corporate name. Also identify **iv)** the country where the controlling interest/ownership (name if applicable) of the Bidder is located.

- i) _____
- ii) _____
- iii) _____
- iv) _____

Any resulting Contract may be executed under the following:

Corporate full legal name: _____

Place of business (complete address): _____

Contact person: _____

Phone: _____

Email: _____

GST number: _____

B) EDUCATION/EXPERIENCE CERTIFICATION

We certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and we are aware that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared **non-responsive** or in other action which the Minister may consider appropriate.

C) PRICE/RATE CERTIFICATION

"We hereby certify that the price quoted have been computed in accordance with generally accepted accounting principles applicable to all like services rendered and sold by us, that such prices are not in excess of the lowest prices charged anyone else, including our most favoured customer for like quality and quantity so the services, does not include an element of profit on the sale in excess of that normally obtained by us on the sale of services of like quality and quantity, and does not include any provision for discounts or commissions to selling agents".



D) VALIDITY OF PROPOSAL

It is requested that proposals submitted in response to this Request for Proposal be:

- valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP; and,
- signed by an authorized representative of the Bidder in the space provided on the RFP; and,
- provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

E) AVAILABILITY AND STATUS OF PERSONNEL

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this RFP, the employees proposed in its proposal will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein.

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the proposal evaluation, the Bidder MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal from further consideration.

F) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

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

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



- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure report.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes () No ()

If so, the Bidder must provide the following information:

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

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



G) JOINT VENTURES

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

1. The Bidder represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.
2. A Bidder that is a joint venture represents the following additional information:

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

- Incorporated joint venture
- Limited partnership joint venture
- Partnership joint venture
- Contractual joint venture
- Other

(b) Composition (names and addresses of all members of the joint venture)

3. 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:

- (a) The incorporated joint venture;
- (b) The partnership venture;
- (c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.

4. The joint venture team arrangement is to be distinguished from other types of Contractor arrangements, such as:

- (a) 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;
- (b) 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.

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



*More information on the Federal Contractors Program can be found in the Treasury Board Contracting Policy, and in the Supply Manual, link provided below. Note that references to value **INCLUDE** taxes, and **EXCLUDE** option periods.*

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appD>
<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/5/1>

H) FEDERAL CONTRACTORS PROGRAM

Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada - Labour's website.

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

*Insert the following for requirements estimated at **\$1,000,000 and above**.*

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity – Certification (below), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity-Certification, for each member of the Joint Venture.

PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and



A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

B1. The Bidder is not a Joint Venture.

OR

B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

Name

Signature

Date

APPENDIX E

MAINTENANCE PROGRAM

AGRICULTURE AND AGRI-FOOD CANADA SOILS AND CROPS RESEARCH AND DEVELOPMENT CENTRE

FREQUENCY	A NUMBER OF TIMES DAILY	D QUARTERLY					
	B FIVE DAYS A WEEK	E TWICE A YEAR					
	C ONCE A WEEK	F ON REQUEST					
		A	B	C	D	E	F
May to October: Monday to Friday, 8 a.m. to 4 p.m. November to April: Monday to Friday 6:30 a.m. to 5 p.m.	Remove all debris (paper, empty boxes, waste, etc.) from corridors, main and service entrances, and doorways, and place them in the appropriate location.		B				
	Clean and polish glass panels and doors of vestibules at main entrances (as well as emergency exits near the cafeteria, basement A).		B				
	Clean and disinfect waste receptacles in washrooms, the cafeteria and other designated areas.			C			
	Thoroughly clean the glass panels on the entrance doors.			C			
	Remove boot scrapers in the entrances and vestibules, and empty the pans.					E	
	Clean and wash all windows inside and outside.					E	
May to October: Monday to Friday, 5 p.m. to 10 p.m.. November to April: Monday to Friday 5 p.m. to 11 p.m.	Sweep or vacuum all uncarpeted floors.		B				
	Dust all office furniture, window ledges and handrails in the lobby; the tables and benches in the lab are not covered by this Contract, with the exception of apparent vertical surfaces, which must be dusted.		B				
	Empty and clean paper bins, garbage cans and other similar containers by transferring their contents into plastic bags and disposing of them in an incinerator or otherwise.		B				
	As needed, dust and clean all furniture, vending machines, counters, sinks and electrical appliances in the cafeteria, and furniture in the conference room.		B				
	Empty and clean paper bins, garbage cans and other similar containers by transferring their contents into plastic bags and disposing of them in an incinerator or otherwise.				C		
	Sweep and wash the floor in the tunnel between the main building and the Université Laval building.				C		
	Vacuum all upholstered furniture in the buildings.				C		
	Apply a polish to all wood furniture in the offices and the main lobby.				C		
Wash, wax and polish all marmoleum floors according to the manufacturer's instructions.					D		

APPENDIX E

MAINTENANCE PROGRAM

AGRICULTURE AND AGRI-FOOD CANADA SOILS AND CROPS RESEARCH AND DEVELOPMENT CENTRE

FREQUENCY	A NUMBER OF TIMES DAILY B FIVE DAYS A WEEK C ONCE A WEEK	D QUARTERLY E TWICE A YEAR F ON REQUEST
------------------	---	--

	A	B	C	D	E	F
Wash and polish all interior glass partitions and all glass door panels, as well as vestibule and cafeteria doors.				D		
Wax and polish all furniture in the conference room.				D		
Clean all air vents in the building, located under the windows in all labs and offices.					E	
Dust and clean the air intake grills and door vents.					E	
Thoroughly scrub and, if necessary, strip the floors.					E	
Remove wax build-up from furniture and baseboards.					E	
Wash all carpets with a carpet cleaner, allow to dry, then vacuum. At the Project Officer's request, apply a static guard.					E	
Clean hardware, door handles, metal door hardware, metal door plates and handrails throughout the building.		B				
Clean doors throughout the building.		B				
Sweep and wash the floor in the storage location (room A-002F).		B				
Clean inside of display cases and glass doors of bookcases.		B				
Empty the small blue recycling bins (glass) and the paper recycling bins into the large blue bins. When full, the large blue bins must be emptied into the compactor outside of the building.		B				
Wash the floors in the basement and 1st floor lobbies, as well as stairwells and hallways.		B				
Clean sinks and maintain supply of hand towels, toilet paper and hand soap.	2					
Clean and disinfect urinals, toilet bowls and all hygiene equipment.	2					
Clean all fountains using an odourless disinfectant.	3					
The conference room should be cleaned after each meeting (once or twice daily).	2					
The basement cafeteria should be cleaned at 11 a.m., 1:30 p.m. and 4 p.m. For the cafeteria, this includes all electrical appliances in the room.	3					

May to October: Monday to Friday, 8 a.m. to 10 p.m..
November to April: Monday to Friday, 6:30 a.m. to 11 p.m.

APPENDIX E

MAINTENANCE PROGRAM

AGRICULTURE AND AGRI-FOOD CANADA SOILS AND CROPS RESEARCH AND DEVELOPMENT CENTRE

FREQUENCY

A NUMBER OF TIMES DAILY

B FIVE DAYS A WEEK

C ONCE A WEEK

D QUARTERLY

E TWICE A YEAR

F ON REQUEST

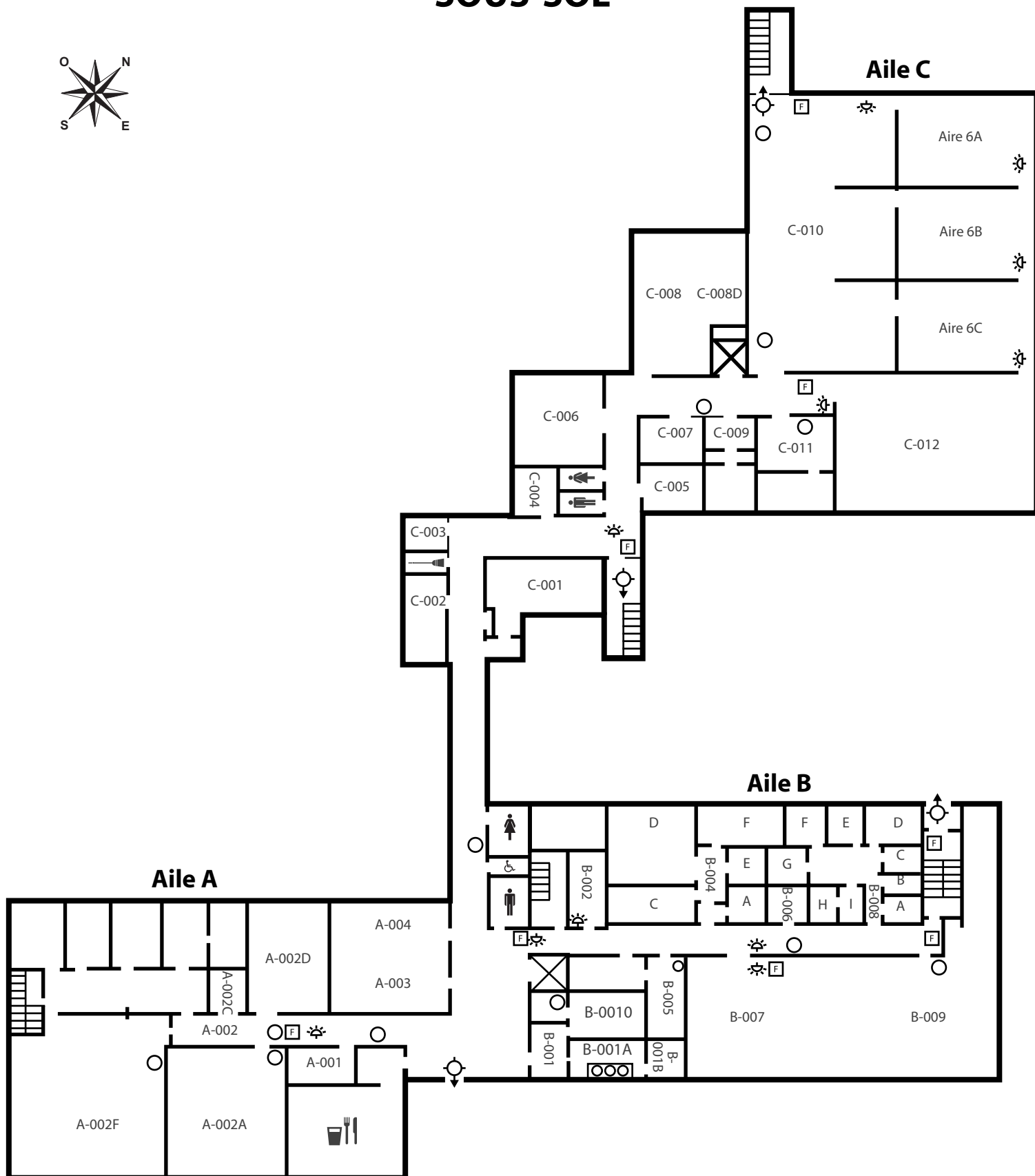
		A	B	C	D	E	F
	Clean lobby and main staircase	3					
	Remove dirt, snow and ice from the front stairs, all exits and emergency exits, loading docks and stairs, walkways leading to entrances and the entrance to the hazardous materials storage facility, as well as between the front and side doors of the A Wing. All exits and emergency exits must be kept clear at all times. Apply sand or salt if there is a safety hazard.	3					
	Replace burned out bulbs, neon tubes and compact fluorescent lamps with the same type as of bulbs as those removed.	2					



Centre de recherche et de développement sur les sols et les grandes cultures

Dernière modification : 2013-10-30

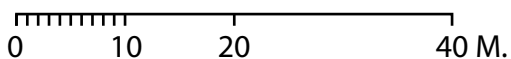
SOUS-SOL



LÉGENDE

- Escalier
- Extincteur
- Station de gicleur
- Cloche
- Déclencher l'alarme
- Vers les sorties
- Ascenseur

Échelle (1:800)

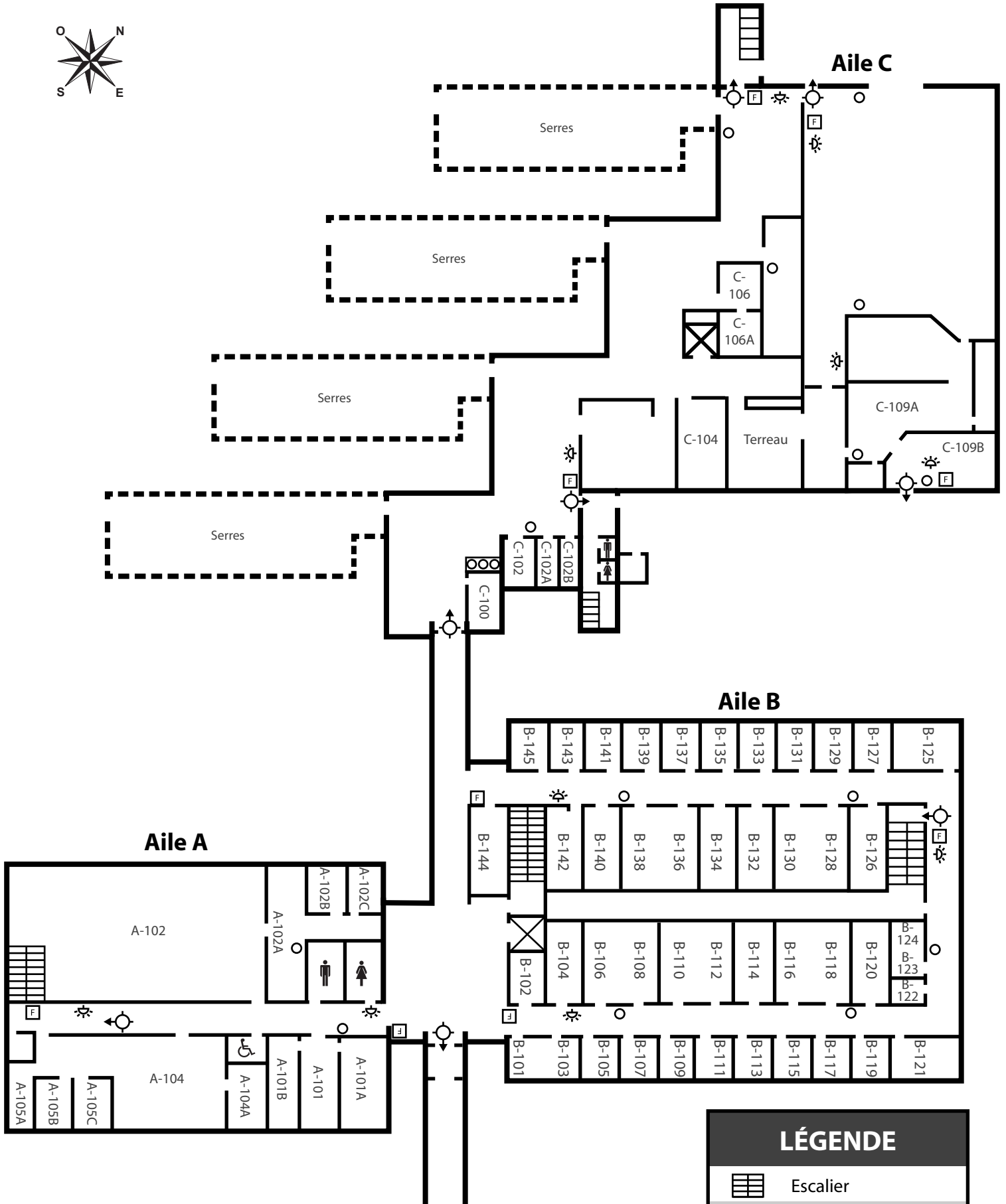




Centre de recherche et de développement sur les sols et les grandes cultures

Dernière modification : 2013-10-30

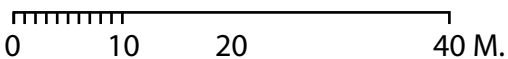
PREMIER ÉTAGE (REZ-DE-CHAUSSÉE)



LÉGENDE

- Escalier
- Extincteur
- Station de gicleur
- Cloche
- Déclencher l'alarme
- Vers les sorties
- Ascenseur

Échelle (1:800)





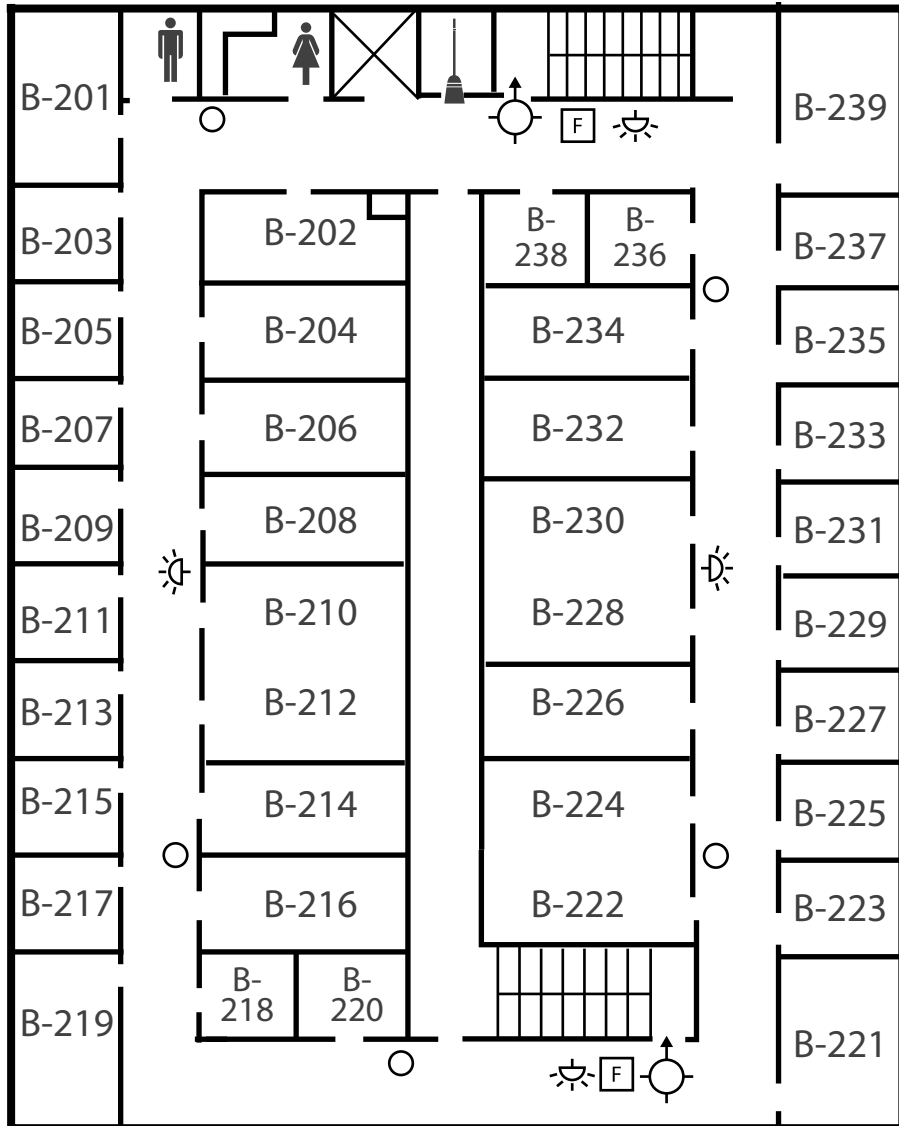
Centre de recherche et de développement sur les sols et les grandes cultures

Dernière modification : 2013-10-30








DEUXIÈME ÉTAGE



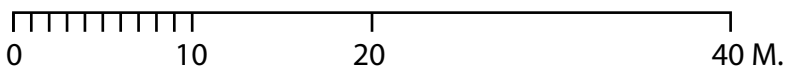
Aile B



LÉGENDE

-  Escalier
-  Extincteur
-  Station de gicleur
-  Cloche
-  Déclencher l'alarme
-  Vers les sorties
-  Ascenseur

Échelle (1:800)

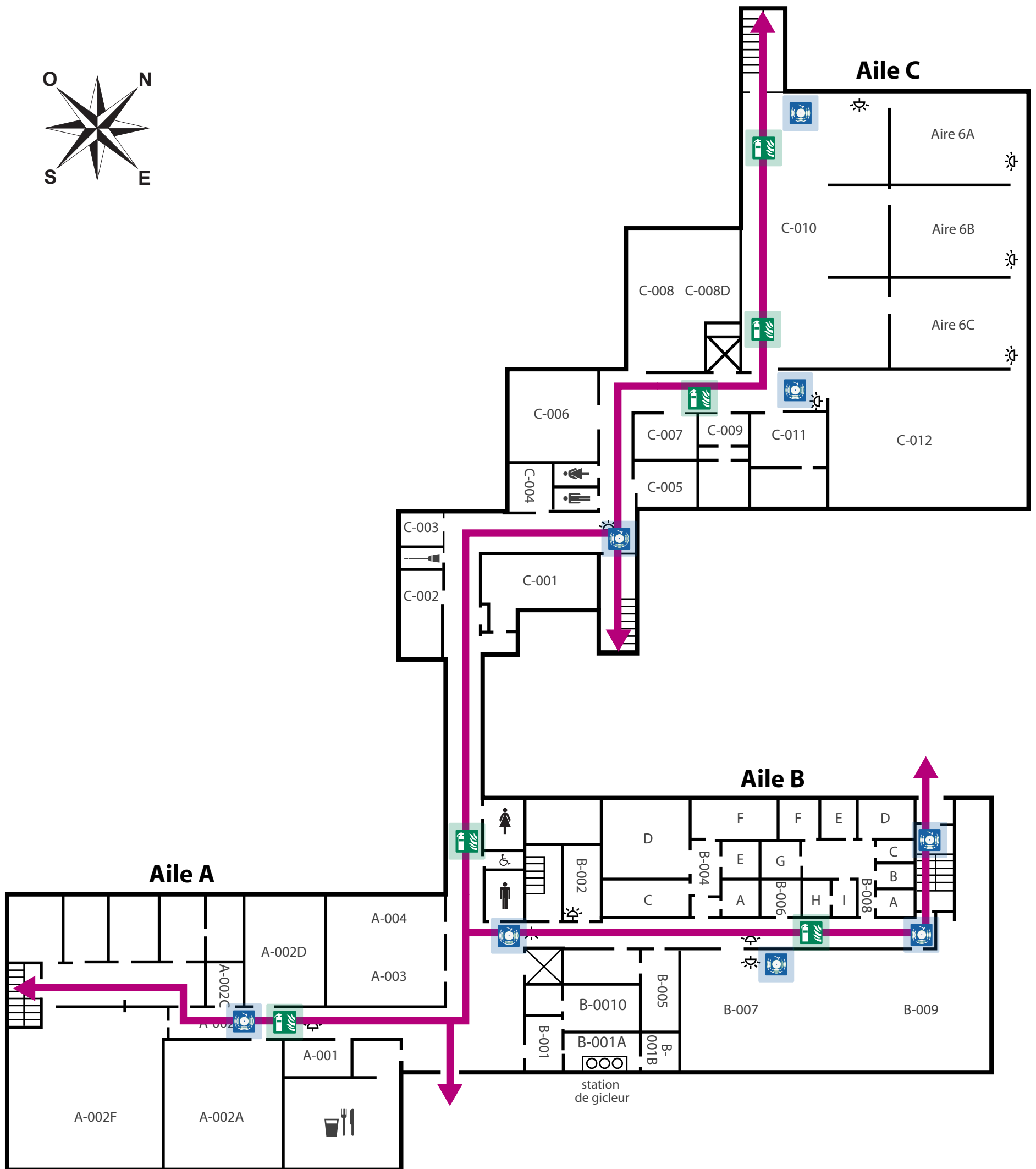




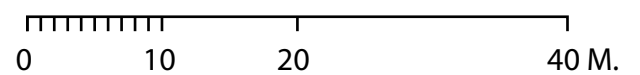
Centre de R & D sur les sols et les grandes cultures, Soils and Crops R & D Centre
2560 boul. Hochelaga, Québec (Québec) G1V 2J3

ALARMES, EXTINCTEURS PORTATIFS ET PORTES DE SORTIE
Graphisme et plan (2011) : Sandra Hindson, M.A.

PLAN GÉNÉRAL, Sous-sol / Basement



Échelle (1:800)



Boulevard Hochelaga

SI VOUS DÉCOUVREZ UN INCENDIE

IF YOU COME ACROSS A FIRE

Déplacer toute personne en danger

Move everyone out of danger

Déclenchez l'alarme



Activate the alarm

Éteindre le foyer d'incendie avec un extincteur portatif (si possible)



Attempt to extinguish the fire with a portable extinguisher (if possible)

Dirigez-vous vers la sortie la plus proche



Go towards the closest exit

N'utilisez pas l'ascenseur

Do not use elevators

Dirigez-vous au lieu de rassemblement en façade de la station de recherche

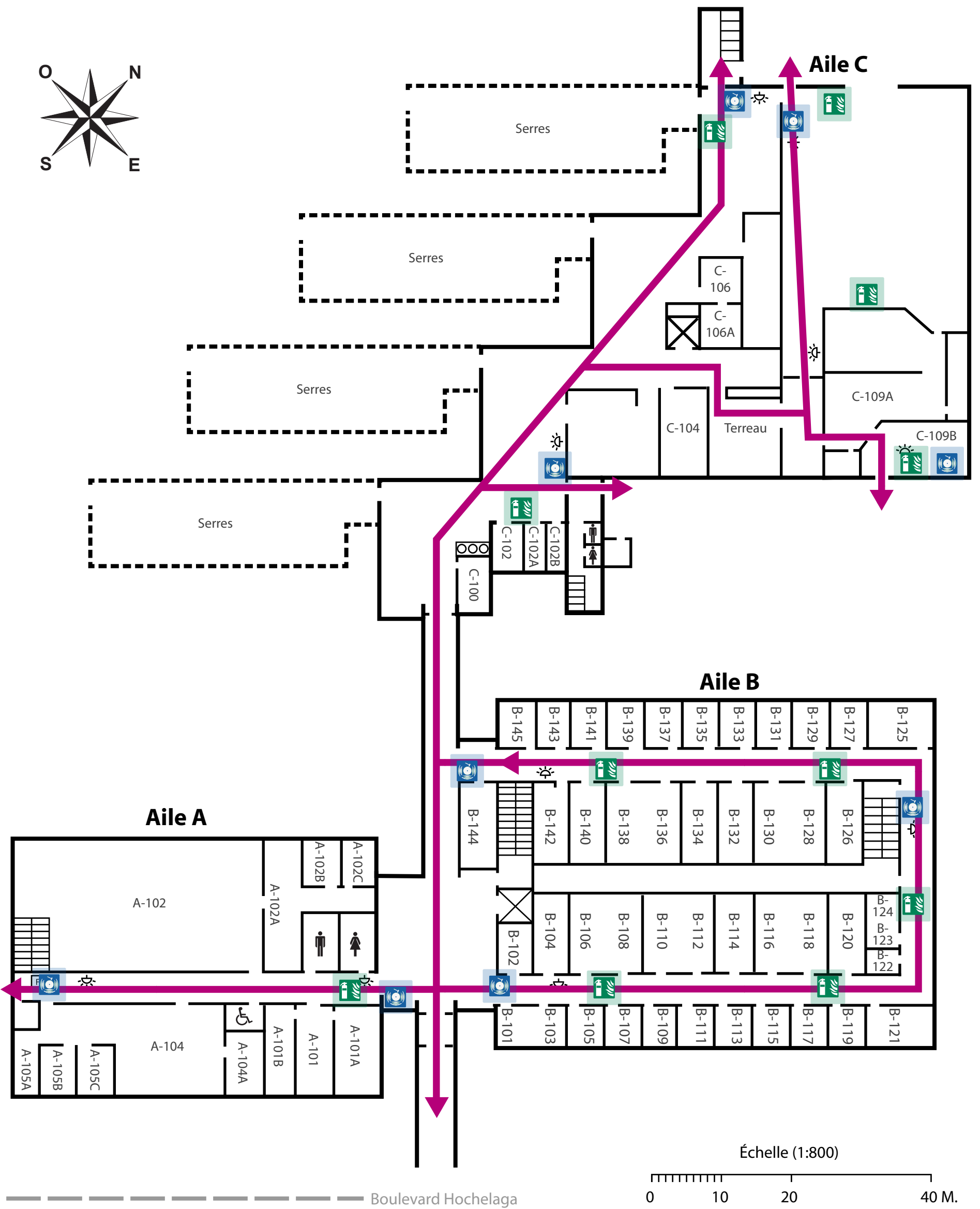
Assemble in a group in front of the research station



Centre de R & D sur les sols et les grandes cultures, Soils and Crops R & D Centre
2560 boul. Hochelaga, Québec (Québec) G1V 2J3

ALARMES, EXTINCTEURS PORTATIFS ET PORTES DE SORTIE
Graphisme et plan (2011) : Sandra Hindson, M.A.

PLAN GÉNÉRAL, Premier étage (rez-de-chaussée) / First floor



SI VOUS DÉCOUVREZ UN INCENDIE

IF YOU COME ACROSS A FIRE

Déplacer toute personne en danger

Move everyone out of danger

Déclenchez l'alarme



Activate the alarm

Éteindre le foyer d'incendie avec un extincteur portatif (si possible)



Attempt to extinguish the fire with a portable extinguisher (if possible)

Dirigez-vous vers la sortie la plus proche



Go towards the closest exit

N'utilisez pas l'ascenseur

Do not use elevators

Dirigez-vous au lieu de rassemblement en façade de la station de recherche

Assemble in a group in front of the research station



Centre de R & D sur les sols et les grandes cultures, Soils and Crops R & D Centre
2560 boul. Hochelaga, Québec (Québec) G1V 2J3

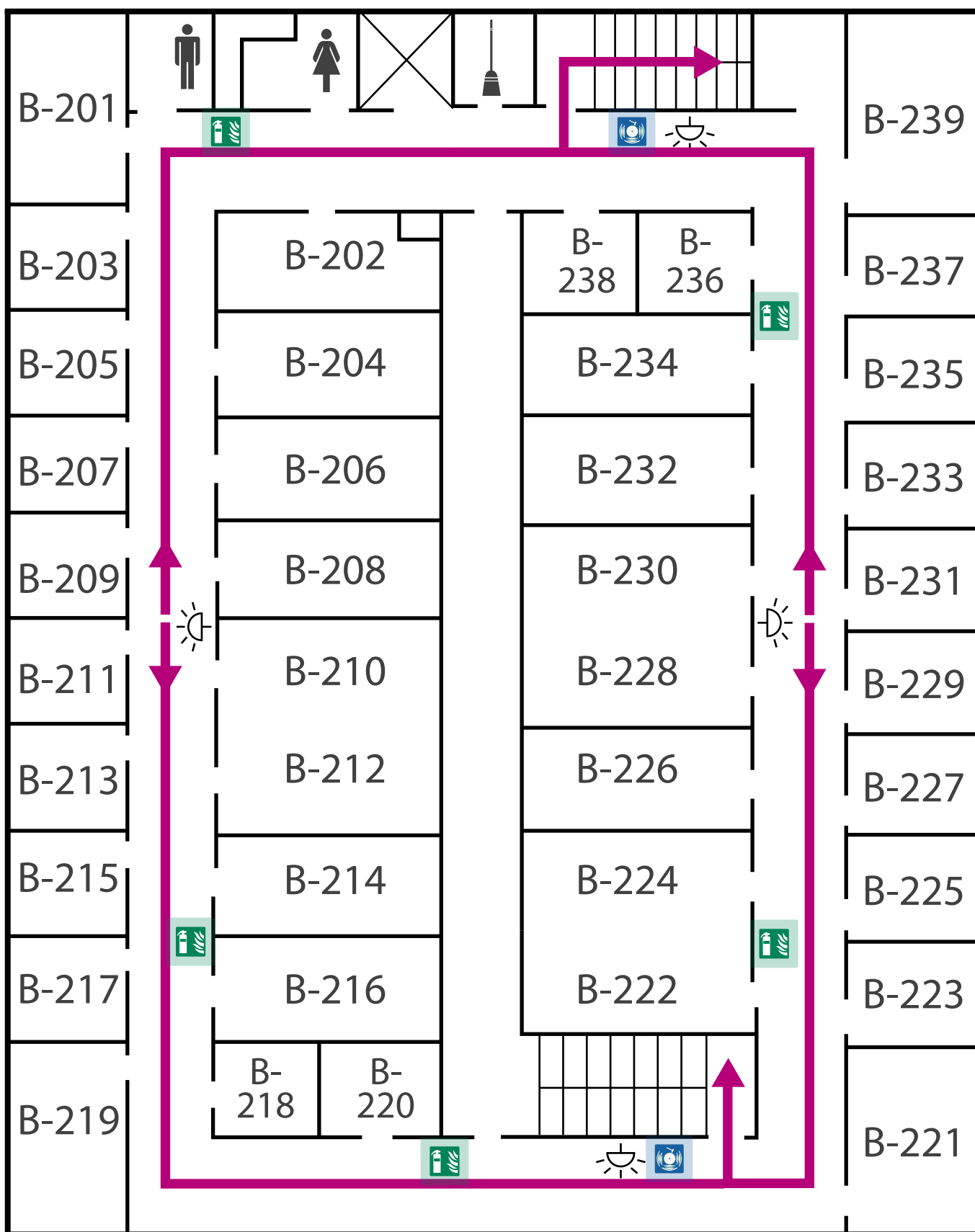
ALARMES, EXTINCTEURS PORTATIFS ET PORTES DE SORTIE
Graphisme et plan (2011) : Sandra Hindson, M.A.

PLAN GÉNÉRAL, Deuxième étage / Second floor

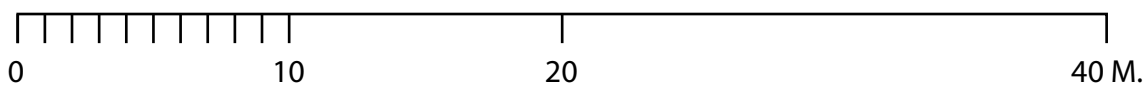


Aile B

Boulevard Hochelaga



Échelle (1:800)



SI VOUS DÉCOUVREZ UN INCENDIE

IF YOU COME ACROSS A FIRE

Déplacer toute personne en danger

Move everyone out of danger

Déclenchez l'alarme



Activate the alarm

Éteindre le foyer d'incendie avec un extincteur portatif (si possible)



Attempt to extinguish the fire with a portable extinguisher (if possible)

Dirigez-vous vers la sortie la plus proche



Go towards the closest exit

N'utilisez pas l'ascenseur

Do not use elevators

Dirigez-vous au lieu de rassemblement en facade de la station de recherche

Assemble in a group in front of the research station