



REQUEST FOR PROPOSAL – COVER SHEET

TITLE: Janitorial Services for the St-Hyacinthe Laboratory
DATE OF RFP: Wednesday, July 13th, 2016

Contracting Officer:
Karine Chrétien

Telephone: (613) 773-7606
Facsimile: (613) 773-7616

ADDRESS FOR BID DELIVERY:

EMAIL ADDRESS FOR BID DELIVERY ONLY:

BidReceipt-ReceptiondeSoumission@inspection.gc.ca

****Please clearly indicate the Request for Proposal (RFP) reference number in the Subject line of your email**

Solicitation closes at: 14:00 hours local time (Ottawa, Ontario)
On: Monday, August 22nd, 2016

The Canadian Food Inspection Agency (CFIA) is requesting proposals for services as detailed in Section 3. This is a Request For Proposal (RFP) as distinguished from an Invitation to Tender (ITT). The proposal must set out the means by which the technical, performance, time and other goals and objectives will be met, having regard to any stated requirements. The CFIA will consider entering into a contract with the supplier submitting the most acceptable proposal as determined by the evaluation factors set out in this RFP.

Neither the qualifying proposal which scores the highest points nor the one which contains the lowest cost will necessarily be accepted. The CFIA reserves the right to accept any proposal, as submitted without prior negotiations.

This Request For Proposal consists of the following:

- i. This cover page;
- ii. Section: 1 RFP Terms and Conditions;
- iii. Section: 2 Selection Methodology;
- iv. Section: 3 Statement of Work
- v. Section: 4 Financial Proposal;
- vi. Section: 5 Contract Terms and Conditions.

Contracting Authority:

Signature

2016-07-12

Date

Name and address of the Bidder

Telephone number:

Fax number:

Bidder's Signature: The Bidder's signature indicates acceptance of the terms and conditions governing this Request for Proposal and certifies the content of the attached bidder's proposal. It also constitutes acknowledgement of receipt and acceptance of all documents listed above. The Bidder also recognizes having read and understood every and all terms and conditions in this RFP contained in the documents or incorporated by reference.

Signature

Date



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SECTION 1 - RFP TERMS AND CONDITIONS

1.0 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this RFP is to seek proposals for services related to the provision of Cleaning and Maintenance Services for the St-Hyacinthe Laboratory in Quebec, Canada.

2.0 REVISION OF THE DEPARTMENTAL NAME

In this RFP all references to her Majesty, to the minister of Public Works and Government Services Canada (PWGSC), TO THE Crown, to Canada or to PWGSC shall be interpreted as a reference to the Canadian Food Inspection Agency (CFIA).

3.0 PROPOSALS DELIVERY INSTRUCTIONS

Proposals must be submitted to the Bid Receiving email address (BidReceipt-ReceptiondeSoumission@inspection.gc.ca) **by the time and date indicated** on the cover.

The Bidder has the sole responsibility for the timely receipt of a proposal by CFIA. Late bids will not be accepted. Please clearly indicate the RFP reference number in the Subject line of your email.

4.0 BID FORMAT

Proposals submitted in response to this RFP must be accompanied with a signed original of the bid solicitation cover page, duly completed, in accordance with paragraph 10, Proposal Preparation Instructions.

5.0 LOWEST BID

The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern.

6.0 VALIDITY OF BID

Bids will remain open for acceptance for a period of not less than 120 days from the closing date of the bid solicitation, unless otherwise indicated by CFIA in such bid solicitation.

7.0 LANGUAGE

Bid documents and supporting information may be submitted in either English or French.

8.0 APPLICABLE LAW

The Contract shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province where the Contract will be performed.

9.0 BIDS RECEIVED ON OR BEFORE THE CLOSING DATE AND TIME

Bids received on or before the stipulated bid solicitation closing date and time will become the property of CFIA and will not be returned. All bids will be treated as CONFIDENTIAL.

10.0 PROPOSAL PREPARATION INSTRUCTIONS

It is essential that the elements contained in a proposal be stated in a clear and concise manner. It is the responsibility of the Bidder to obtain clarification of the requirements if necessary, prior to submitting a proposal. Failure to provide complete information as requested will be to the Bidder's disadvantage. Bidders are requested to send their proposal in three (3) separate sections as follows:

Technical Proposal	(4 copies) "<u>with no reference to price</u>"
Financial Proposal	(1 copy)
Certifications	(3 copies)

10.1 PREPARATION OF TECHNICAL PROPOSAL

Proposals must be in accordance with the instructions detailed in this document. All Technical Proposals will be evaluated individually based on the selection methodology in section 3.



10.2 PREPARATION OF FINANCIAL PROPOSAL

Costs shall not appear in any other area of the proposal except in the Financial Proposal section.

This section of the proposal shall include a cost summary of the services required as detailed in section 4. The total estimated amount of GST or PST is to be shown separately if applicable.

11.0 ENQUIRIES – SOLICITATION STAGE

To ensure the integrity of the competitive bid process, enquiries and other communications regarding this procurement, from the issue date of the solicitation up to the closing date, are to be directed ONLY to the Contracting Authority named herein. Enquiries and other communications are not to be directed to any other government official(s). Failure to comply with this clause will result in disqualification of your proposal.

All enquiries must be in writing, directed to the Contracting Authority named herein.

Enquiries must be received prior to 14:00 hours, Ottawa time, **7 days** prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after this date will not be answered.

12.0 CONTRACTING AUTHORITY

The CFIA contracting authority is:

Canadian Food Inspection Agency
Procurement and Contracting Service Centre
59 Camelot Drive
Ottawa, Ontario K1A 0Y9

Attention: Karine Chrétien
Telephone: (613) 773-7606
Fax: (613) 773-7615
E-Mail: karine.chretien@inspection.gc.ca

13.0 PROPOSAL AND PRE-AWARD COST

No payment shall be made for costs incurred in the preparation and submission of a proposal in response to this RFP.

No cost incurred before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

14.0 PROCUREMENT BUSINESS NUMBER

For procurement purposes, the Government of Canada uses a unique Procurement Business Number (PBN) to identify a company and its branches, divisions, or offices, where appropriate. The PBN is created using the entity's Canada revenue Agency Business Number.

All Canadian suppliers are required to have a PBN prior to contract award in order to receive a CFIA contract. In exceptional circumstances, CFIA may decide to award, at its own discretion, a contract to a supplier without a PBN. Non-Canadian companies are strongly encouraged to obtain a PBN.

Suppliers may register for a PBN in the Supplier Registration Information (SRI) service online at the Buy and Sell internet site at: <https://buyandsell.gc.ca>. In order for suppliers to be sourced by government buyers, they must complete the registration process and activate their account in the SRI service.

For non-Internet registration, contact the Contracts Canada Info Line at 1-800-811-1148 or (819) 956-3440 in the National Capital Area, to obtain the telephone number of the nearest Supplier Registration Agent.

15.0 PRICE SUPPORT

The CFIA reserves the right to obtain price support in conjunction with the offer. Acceptable price support is one or more of the following, as determined by CFIA at the time of the request:

- a) Current published price list;
- b) paid invoices for like items (like quality and quantity) sold to other customers;
- c) price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.



16.0 RIGHTS OF THE CFIA-ACIA

16.1 THE CFIA RESERVES THE RIGHT (AT THEIR DISCRETION) TO:

- a) Without any cost to CFIA, submit questions or conduct interviews to seek clarification or verify any or all information provided by the Bidder with respect to the RFP. The CFIA will provide 48 hours to allow Bidders to respond.
- b) Reject any or all proposals received in response to this RFP;
- c) Enter into negotiations with one or more Bidders or any or all aspects of its proposal;
- d) Accept any proposal in whole or in part without prior negotiation;
- e) Cancel and/or re-issue this RFP at any time;
- f) Award one or more contracts, if applicable;
- g) Retain all proposals submitted in response to this RFP;
- h) Not accept any deviations from the stated terms and conditions;
- i) Incorporate all or any portion of the Statement of Work, request for Proposal and the successful proposal in any resulting contract;
- j) Not award a contract further to this RFP.

16.2 THE CFIA MAY REJECT A PROPOSAL WHERE ANY OF THE FOLLOWING RECOURSE IS PRESENT:

- a) The Bidder, or any employee or subcontractor included as part of the proposal has been convicted under section 121 ("Frauds on the government & "Contractor subscribing to election fund"), 124 ("Selling or purchasing office") or 418 ("Selling defective stores to her Majesty") of the Criminal Code;
- b) With respect to current or prior transactions with the Government of Canada:
 - i. The Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for any extended period.
 - ii. Evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner or discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its proposal;
 - iii. The CFIA has exercised its contractual remedies of suspension or termination for default with respect to a Contract with the Bidder, any of its employees or subcontractor included as part of its proposal or
 - iv. The CFIA determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the work in accordance with contractual terms and conditions is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- c) Where the CFIA intends to reject a proposal pursuant to a provision of 16.2 the Contracting Authority will soon inform the Bidder and provide the Bidder three (3) days within which to make representations, prior to making a final decision on the proposal rejection.

17.0 FINANCIAL STATEMENTS

In order to confirm a Bidder's financial capability to perform the subject requirement, the CFIA reserves the right to have access, during the bid evaluation phase, to current Bidder financial information. If requested, the financial information to be provided shall include, but not be limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer.

Should the Bidder provide the requested information to the CFIA in confidence while indicating that the disclosed information is confidential, then the CFIA will treat the information in a confidential manner as provided in the Access to Information Act.

In the event that a bid is found to be non-compliant on the basis that the Bidder is considered not to be financially capable of performing the subject requirement, official notification shall be provided to the Bidder.

18.0 AMENDMENT

No amendments to this RFP shall be deemed valid unless effected by a written amendment issued by the CFIA.

19.0 AVAILABILITY OF PERSONNEL

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its bid will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein, and will remain available to perform the work to the fulfillment of this requirement.



If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that written permission has been obtained from said person (or the employer of said person) to propose the services of said person in relation to the work to be performed in fulfillment of this requirement and to submit said person's resume to the Contracting Authority.

19.1 WORK FORCE REDUCTION PROGRAMS

As a result of the implementation of various programs to reduce the public service, Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the Forces Reduction Program, the Executive Employment Program and any other current and future similar programs implemented by the Treasury Board.

Therefore Bidders must make available the following details:

- a) Date and amount of lump sum payment incentives;
- b) Terms and conditions of the lump sum payment incentive (including termination date);
- c) Rate of pay on which the lump sum payment was based;
- d) Whether or not the \$5,000 exemption has been reached.

In the event that a contract is awarded to a former public servant during the period covered by the lump sum payment, the contract fee must be abated (reduced by an amount corresponding to the number of weeks remaining in the Contractor's lump sum payment period after beginning the contract.

This reduction is subject to an exemption of a maximum of \$5,000 (including Goods and Services Tax and of Harmonized Sales Tax, as appropriate) applicable to one or more contracts during the period covered by the lump sum payment.

For the purpose of this solicitation, former public servants are defined as:

- a) An individual
- b) An individual who is incorporated
- c) A partnership made up of former public servants, or
- d) A sole proprietorship or entity where the affected individual has a major interest in the entity.

20.0 STATUS OF PERSONNEL

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that written permission has been obtained from such person (or the employer of such person) to propose the services of said person in relation to the work to be performed in fulfillment of this requirement and to submit said person's resume to the Contracting Authority.

During the bid 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 for further consideration.

20.1 FORMER FEDERAL PUBLIC SERVANTS

The Bidder must identify all individuals, officers and employees assigned to the bid/proposal that are former federal public servants in receipt of a pension of any department or agency of the Public Service of Canada.

21.0 CERTIFICATION OF EDUCATION AND EXPERIENCE

The Bidder hereby certifies that all statements made with respect to education and experience are true and that any person proposed by the Bidder to perform the Work or part of the Work is either an employee of the Bidder or under a written agreement to provide services to the Bidder.

The Bidder hereby certifies that all of the information provided in the resumes and supporting material submitted with the proposal, particularly as this information pertains to education achievements, experience and work history, has been verified by the Bidder to be accurate.

Furthermore, the Bidder warrants that the individuals proposed by the Bidder for the requirement are capable of satisfactorily performing the Work described therein.

Should a verification by CFIA disclose untrue statements, the CFIA shall have the right to treat any contract resulting from RFP as being in default and terminate it accordingly.



22.0 INDEPENDENT SERVICES

It is understood and agreed that the personnel which will be provided to perform the services set forth in the proposal are and will remain the Bidder's employees or resources providing independent services to the Agency and nothing in this RFP shall be read or construed as constituting such personnel as employees or servants of the Agency.

23.0 SUBSTANTIATION OF ALLEGATIONS

The CFIA reserves the right to ask the Bidder to substantiate any claims made in the proposal.

The CFIA reserves the right to verify any allegations or substantiations and to declare the bid non-responsive for any of the following reasons:

- a) Unverifiable or untrue statements;
- b) Unavailability of any person(s) proposed on whose statement of education and experience the CFIA relied upon in determining the successful bidder.

24.0 SECURITY REQUIREMENTS

This Security Clearance is required at Bid closing – See cover page for the closing date.

Security Clearance:

Reliability: X	Confidential:	Secret:	Top Secret:	Other:
File number, name and date of birth:				

All resources used under any resulting contract must possess a valid Federal Government security clearance at the level "Reliability"

An electronic version of a Security Clearance application is available at the following Treasury Board Secretariat website: http://www.tbs-sct.gc.ca/tbsf-fsct/tbsf-fsct_e.asp#security

For Reliability clearance please fill in the "Personnel Screening, Consent and Authorization Form" (TBS/SCT 330-23e). For all other clearances, please fill in the "Personnel Screening, Consent and Authorization Form" (TBS/SCT 330-23e) and "Security Clearance Form" (TBS/SCT 330-60e)

25.0 BIDDERS' CONFERENCE

Mandatory: ✓	Non-Mandatory:
Date and Time: Thursday, July 21, 2016 at 10:00, St-Hyacinthe	
Address: St-Hyacinthe Laboratory 3400 Boulevard Casavant Ouest St-Hyacinthe, Québec J2S 8E3	

A Bidders' conference will be held at St-Hyacinthe on July 21, 2016. The conference will begin at 10:00, in meeting room "Grande Salle". Bidders who do not attend are precluded from submitting a bid.

Bidders are requested to communicate with the Contracting Authority prior to the bidders' conference to confirm attendance. Bidders are to provide the Contracting Authority, in writing, the names of its representatives who will be attending and a list of issues that it wishes to table no later than two (2) working days prior to the scheduled bidder's conference.

Bidders, or a representative of the bidder, are requested to attend this conference during which the requirements outlined in this RFP solicitation document will be reviewed and any questions will be answered. In order to fully understand the scope of the requirement, it is recommended that bidders who intend submitting a bid attend or send a representative.

Bidders are advised that any clarifications or changes resulting from the bidders' conference shall be included as an amendment to the RFP solicitation document.



26.0 FEDERAL CONTRACTORS PROGRAM for EMPLOYMENT EQUITY

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 (HRSDC) - Labour's website (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml)

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.

27.0 CONFLICT OF INTEREST

CFIA has employed the assistance of private sector Bidders in the preparation of this solicitation. Responses to this solicitation from any such bidders or with respect to which such bidders is in any manner directly or indirectly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. By submitting a bid, the Bidder represents that there is no conflict of interest as stated above.



SECTION 2 - SELECTION METHODOLOGY & TECHNICAL EVALUATION

1.0 TECHNICAL PROPOSAL

The technical proposal shall address all mandatory and point rated evaluation criteria specified herein.

1.1 MANDATORY EVALUATION CRITERIA:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

1.2 POINT RATED EVALUATION CRITERIA:

The proposal will be evaluated and scored in accordance with specific evaluation criteria as detailed herein. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the bidder's response.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation. The bidder should provide complete details as to where, when (months and years) and how (through which activities/responsibilities) the stated qualifications/experience were obtained.

1.3 CERTIFICATIONS:

Bidders must submit the certifications specified in Section 1 and Section 2, of this RFP with their proposal or within two calendar days of a request by the CFIA. Demonstration of compliance with all items in Section 1 and Section 2 is mandatory prior to the issuance of any resulting contract. If the bidder does not provide any required information within the time limit requested, their proposal will be considered non-responsive and will receive no further consideration.

Compliance with the certifications the Bidder provides to Canada is subject to verification by CFIA during the proposal evaluation period (prior to contract awarded) and after contract award. The Contracting Authority shall have the right to ask for additional information to verify the Bidder's compliance to the applicable certification made knowingly, or any failure to comply with certifications or comply with request of the Contracting Authority for additional information will render the proposal non-responsive.

1.4 BIDDER CLARIFICATIONS:

The Bidder warrants that clarifications shall be made available upon request within two calendar days of a request by the CFIA. If the bidder does not provide any required information within the time limit requested, its proposal will be considered non-responsive and will receive no further consideration.

2.0 EVALUATION CRITERIA

Bidders should use the main headings below under the Mandatory Evaluation Criteria and Point Rated Evaluation Criteria. Bidders are encouraged to make cross-references between sections, so as to limit the number of pages in the offer.



3.0 MANDATORY EVALUATION CRITERIA

The mandatory evaluation criteria of this RFP are:

Mandatory Criteria and Required Supporting Information		Bidder's Response
M1	<p>The Bidder must demonstrate that it has a minimum of two (2) years' experience in commercial/institutional cleaning.</p> <p>The Bidder must submit projects to demonstrate the extent of the experience of the Bidder. Each project must include the following information:</p> <ul style="list-style-type: none"> • Name of organization or company • Name, title, telephone number and fax number of contact • Description of project or contract • Location of project or contract • Value of project or contract • Performance period of project or contract <p>This criterion will be further evaluated in PR1.</p>	
M2	<p>The Bidder must demonstrate that it has a minimum of two (2) years' experience in cleaning in pharmacies or in the health care field.</p> <p>The Bidder must submit projects to demonstrate the extent of the experience of the Bidder. Each project must include the following information:</p> <ul style="list-style-type: none"> • Name of organization or company • Name, title, telephone number and fax number of contact • Description of project or contract • Location of project or contract • Value of project or contract • Performance period of project or contract <p>This criterion will be further evaluated in PR2.</p>	
M3	<p>The Bidder must demonstrate that all resources proposed for the maintenance of the building have a minimum of two (2) years' experience in delivering cleaning and maintenance services of a comparable or greater scope.</p> <p>The Bidder must submit projects to demonstrate the extent of the experience of the proposed resources. Each project must include the following information:</p> <ul style="list-style-type: none"> • Name of resource • Performance period of project or contract 	
M4	<p>The Bidder must demonstrate that the resource proposed to supervise the maintenance of the building has a minimum of two (2) years' experience in supervising cleaning and maintenance services of a comparable or greater scope.</p> <p>The Bidder must submit projects to demonstrate the extent of the experience of the proposed resource. Each project must include the following information;</p> <ul style="list-style-type: none"> • Name of supervisory resource • Name of organization or company • Name, title, telephone number and fax number of contact • Description of project or contract • Location of project or contract • Value of project or contract • Performance period of project or contract 	



Mandatory Criteria and Required Supporting Information		Bidder's Response
M5	<p>The Bidder must indicate the number of persons and the number of hours proposed to perform daytime work, evening work and weekend work.</p> <p>The Bidder must provide a work schedule for each shift.</p>	
M6	<p>The Bidder must have proof of Commercial General Liability Insurance in the amount of no less than one million dollars (\$1,000,000.00) valid for the duration of the contract.</p> <p>The Bidder must provide copies of valid insurance certificates.</p>	
M7	<p>The Bidder must demonstrate that it has the appropriate equipment to do the work described in Section 3 of the Statement of Work. The Bidder must provide a list containing the make and model, or a photograph, of the equipment it is provide to deliver the services described in article 5.7 of the Statement of Work:</p> <ul style="list-style-type: none"> • Fluorescent tubes (4 foot and 2 foot T8 fixtures) • Paper towels • Toilet paper • Sanitary bags • Garbage bags • Wipes • Dust mops • Wet mops and buckets • Brooms • Cleaning brushes • Dusters • Vacuum cleaners • Stepladders • Personal protective equipment (PPE) 	
M8	<p>The Bidder must demonstrate that the proposed resources hold a current, valid security screening at the level of RELIABILITY granted by the Canadian and International Industrial Security Directorate (CIISD) of PSPC at the date and time of proposal submission. If the required resource's clearance is not held by the Contractor, the Contractor must ensure that a valid DUPLICATE security clearance for the proposed resource is obtained. The file number and expiration date must be included in the proposal.</p> <p>A copy of the security clearance certificate or file number issued by PSPC's Canadian and International Industrial Security Directorate (CIISD) is required.</p>	



4.0 POINT RATED EVALUATION CRITERIA

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section. A bidder must obtain an overall minimum pass mark of 20 points out of a maximum of 60 in order to be considered responsive.

The point rated evaluation criteria of the RFP are:

	Rated Criteria and Required Supporting Information	Bidder's Response
PR1	<p>The company should demonstrate that it has experience, over the minimum of two (2) years, in commercial/institutional cleaning of buildings requiring a high degree of cleanliness.</p> <p>The Bidder must submit projects to demonstrate the extent of the experience of the proposed resources. Each project must include the following information;</p> <ul style="list-style-type: none"> • Name of organization or company • Name, title, telephone number and fax number of contact • Description of project or contract • Location of project or contract • Value of project or contract • Performance period of project or contract <p>Points awarded:</p> <p>> 10 years = 15 points > 6 to 10 years = 10 points > 2 to 6 years = 5 points < 2 years = 0 point</p>	
PR2	<p>The company should demonstrate that it has experience, over the minimum of two (2) years, in cleaning in pharmacies or in the health care field.</p> <p>The Bidder must submit projects to demonstrate the extent of the experience of the proposed resources. Each project must include the following information;</p> <ul style="list-style-type: none"> • Name of organization or company • Name, title, telephone number and fax number of contact • Description of project or contract • Location of project or contract • Value of project or contract • Performance period of project or contract <p>Points awarded:</p> <p>> 10 years = 15 points > 6 to 10 years = 10 points > 2 to 6 years = 5 points < 2 years = 0 point</p>	



Rated Criteria and Required Supporting Information		Bidder's Response
PR3	<p>The Bidder should demonstrate that the resource proposed to supervise the maintenance of the building has experience, over the minimum of two (2) years, in supervising cleaning and maintenance services of a comparable or greater scope.</p> <p>The Bidder must submit projects to demonstrate the extent of the experience of the proposed resources. Each project must include the following information;</p> <ul style="list-style-type: none"> • Name of organization or company • Name, title, telephone number and fax number of contact • Description of project or contract • Location of project or contract • Value of project or contract • Performance period of project or contract <p>Points awarded:</p> <p>> 10 years = 15 points > 6 to 10 years = 10 points > 2 to 6 years = 5 points < 2 years = 0 point</p>	
PR4	<p>The Bidder should provide an organizational chart of the team.</p> <p>Points awarded:</p> <ul style="list-style-type: none"> • Organizational chart provided: 5 points • Organizational chart not provided: 0 point 	
PR5	<p>The Bidder should provide a description of the health and safety program or practices.</p> <p>Points awarded:</p> <ul style="list-style-type: none"> • Program provided: 5 points • Program not provided: 0 point 	
PR6	<p>The Bidder should provide a description of the complaint management system of its company.</p> <p>Points awarded:</p> <ul style="list-style-type: none"> • Description provided: 5 points • Description not provided: 0 point 	
<p>The maximum score is 60 points. The passing score or mark is 20 points</p>		

5.0 BASIS OF SELECTION

To be considered responsive, a proposal must:

- a) Meet all the mandatory evaluation criteria of this RFP; and
- b) an overall minimum pass mark of 20 points out of a maximum of 60 points.

The Bidder will be selected on a best value basis, the total cost divided by the total technical score. The bidder with the lowest cost per point will be selected.



6.0 REFERENCE PAGE - EXAMPLE

The bidder must provide the page number for all criteria, example as follows:

MANDATORY CRITERIA

Page number in proposal

-
-
-
-
-

POINT RATED CRITERIA

Page number in proposal

-
-
-
-
-
-
-
-
-
-



SECTION 3 - STATEMENT OF WORK

1.0 TITLE

Cleaning and Maintenance Services for the St-Hyacinthe Laboratory in Quebec, Canada.

2.0 SERVICE PERIOD

Services are expected to begin at contract award and end on September 30, 2018, plus three consecutive one (1) year options are possible.

3.0 BACKGROUND

The CFIA St-Hyacinthe Laboratory (STHL) is accredited by the Standards Council of Canada under ISO Guide 17025 for the testing services that it delivers to its customers. As quality control is of crucial importance to the CFIA, building cleaning levels are required to be maintained at a very high degree of cleanliness to avoid any cross-contamination that could compromise **laboratory** analysis.

The work must be performed at the CFIA St-Hyacinthe Laboratory reporting to the Laboratory's facility manager and to the satisfaction of the CFIA St-Hyacinthe Laboratory's representative using the specifications provided as a guideline.

4.0 SCOPE

4.1 Purpose

To provide general cleaning and other services associated with a professional cleaning service. The work will be performed in laboratory and administrative areas including the cafeteria;

Administrative services:	780 M ²
Laboratory areas:	2,300 M ²
Total space:	3,080 M ²

4.2 For Reference Purposes

The "Affected area" listed is the overall floor area of the building or parts of the building affected by the contract. No allowance has been made for stationary equipment or furnishings. The interval and the nature of the service required in each affected area is specified beginning in **Section 6.0** below.

5.0 REQUIREMENTS

5.1 Health and Safety

5.1.1 Special Notice of Potential "Biohazards"

Contractors **must NOT** touch any waste or materials labelled with the universal hazard label.

5.1.2 Personal Protection: It is mandatory that all cleaning personnel wear protective gloves while in STHL laboratories. Prior to leaving a building or designated area, personnel must remove their gloves to ensure that hallways or corridors and contact points at entry doors do not become contaminated.

5.1.3 The contractor must at all times protect its employees, the tenant, and all other persons on the premises from any harm and must comply with all applicable safety standards and regulations of all government authorities having jurisdiction. http://www.labour.gc.ca/eng/health_safety/index.shtml

OR

The contractor/service provider acknowledges that all work is to be carried out in a safe and responsible manner and that all practices must follow both federal (Canada Labour Code Part II http://www.labour.gc.ca/eng/health_safety/index.shtml) and provincial occupational health and safety regulations. In case of any discrepancies, the most stringent code must prevail and be adhered to.

5.1.4 Contract employees must report any chemical spill immediately to the facilities manager or to other STHL staff as the urgency of the situation warrants.

5.1.5 **** DO NOT ATTEMPT TO CLEAN UP A CHEMICAL SPILL ****

5.1.6 The CFIA must provide a telephone number to a person in charge in case of emergency when the contractor is on the premises.



- 5.1.7 Contractors will be given a walk-through of the work areas they will be working in or near, explaining the location and use of emergency eye wash stations, emergency showers, drench hoses, emergency exits, emergency spill kits and their application, fire extinguisher locations, safety boards and what to do should they hear the fire evacuation alarm. They must also be given a contact name and phone number in case of an emergency.
- 5.1.8 Contractors will be given a hazard awareness walk through the location(s) where their team will work in order to identify any hazards and precautions to be taken.
- 5.1.9 Contractors must be given a thorough review of the security procedures used at the worksite.
- 5.1.10 The Canadian Food Inspection Agency strictly prohibits smoking in buildings or within 10 metres of a doorway.

5.2 Contractor's Responsibility for Employees

- 5.2.1 All work must be performed at such time and manner that disruption of program activities is minimized;
 - Daytime work hours are from 7:30 a.m. to 10:00 a.m.
 - Evening work hours are from 5:00 p.m. to 10:00 p.m.
- 5.2.2 The contractor must ensure that each worker has been instructed not to tamper with or unplug electrical or scientific equipment or computers and office equipment. If an emergency arises, the contractor must immediately contact the facilities manager by telephone.
- 5.2.3 The contractor must ensure that under no circumstances are unauthorized persons to be admitted to the premises while performing duties under this contract.
- 5.2.4 The contractor will be given a magnetic access card for the employees' exterior entrance door, a master key for the inside doors and an access code for the access control system.
- 5.2.5 Prior to the start of work, all new maintenance employees will have been given Reliability clearance, WHMIS training by the Department and training from the STHL health and safety coordinator.
- 5.2.6 The contractor is responsible for supervising all new employees who are to receive training on work duties for a period of five consecutive days before being authorized to work alone at the STHL.

5.3 Contractor's Responsibility for Materials and Supplies

- 5.3.1 The contractor must provide all equipment and tools required to perform the work.
- 5.3.2 All cleaning equipment such as brooms and dust and wet mops must be clean, of excellent quality and in good condition. (See the list in item 5.7.)
- 5.3.3 All products subject to WHMIS regulations will be provided by the owner. A chemicals binder will be available in the janitorial room and will be updated by CFIA personnel.
- 5.3.4 The contractor is responsible for the safe and efficient operation of all equipment. The contractor will be held liable for any repairs required to Agency property as a result of the misuse of equipment or other negligent practices. All repairs must be carried out to the satisfaction of the Agency representative.
- 5.3.5 The contractor will be responsible for providing and replacing fluorescent tubes in work areas assigned to it.

5.4 Mandatory Requirements for Approval and Acceptance

- 5.4.1 All employees working on building maintenance must have a minimum of two (2) years' experience providing cleaning and maintenance services of a comparable or greater scope.
- 5.4.2 The contractor must identify all individuals or employees assigned to this contract that are former public servants of any department or agency of the Public Service of Canada.

5.5 Operational Requirements for Approval and Acceptance

- 5.5.1 The contractor must comply with all federal and provincial legislation with regard to safe working practices, labour laws and general health and safety standards. Personal Protective Equipment (PPE) must be provided by the contractor to all employees.
- 5.5.2 The contractor must maintain qualified on-site supervision to ensure that all requirements are met and the highest quality of service is maintained.
- 5.5.3 The contractor must provide the facilities manager with a complaint management and follow-up plan.



- 5.5.4 The contractor must provide training to all employees on the safe handling of chemicals used to clean the building.
- 5.5.5 The contractor must assign a person to be the main contact with the CFIA facilities manager or his or her alternate, and this person must always be reachable.
- 5.5.6 The contractor must ensure that all maintenance employees at this location can effectively communicate orally and in writing in French.
- 5.5.7 The contractor and the maintenance employees are not allowed to use any telephones except in the case of an emergency.
- 5.5.8 The use of photocopiers, fax machines, audio-visual equipment, computers and tools by the contractor is not permitted. The contractor may only access equipment and items issued to it by the STHL authority.
- 5.5.9 The contractor must indicate clearly if any portion of the work will be subcontracted. In such cases, the contractor must provide detailed information regarding the subcontractor and must clearly indicate, in detail, the responsibilities to be assigned to the subcontractor.
- 5.5.10 All contractors and their employees who will be working on site must complete a Contractor Safety Orientation. A laboratory safety instruction form and a flyer will be given to all cleaning and maintenance staff.

5.6 Agency Support

- 5.6.1 The contractor is responsible for updating the inventory of cleaning and hand soap products provided by the owner and for the submission of requests to the facilities manager for re-provisioning, if required.
- 5.6.2 The STHL must provide space for the storage of the materials supplied to the contractor.
- 5.6.3 The STHL must provide the contractor with means of access to all areas affected by this contract.
- 5.6.4 The STHL must provide all waste disposal and product recycling services.

5.7 Contractor Support

The Contractor must provide the following items:

- Fluorescent tubes (4 foot and 2 foot T8 fixtures)
- Paper towels
- Toilet paper
- Sanitary bags
- Garbage bags
- Wipes
- Dust mops
- Wet mops and buckets
- Brooms
- Cleaning brushes
- Dusters
- Vacuum cleaners
- Stepladders
- Personal protective equipment (PPE)

6.0 DELIVERABLES

It must be understood that the St-Hyacinthe Laboratory will demand very high quality standards and performance in the execution of this contract.

Weekly and daily work diagrams and a floor cleaning guide will be hung on the wall of the janitorial room in order to provide guidance for employees in their work tasks.

- Work Schedule Diagram (Appendix 1)
- Mop Diagram (Appendix 2)
- Floor Cleaning Guide (Appendix 3)

Contract employees must turn off all the lights when they stop work and leave the building.

6.1 Exteriors, General



- 6.1.1 The contractor must ensure that entrance areas three metres from the STHL are kept clear of snow, are tidy and free of garbage and debris.
- 6.1.2 The windows in the entrance lobby must be cleaned regularly.
- 6.1.3 Biannual daytime work:
 - Wash the exterior windows in the spring and fall.

6.2 Headquarters Area

- 6.2.1 Daily daytime work:
 - Pick up garbage containers, recycled paper and cardboard. Dust the tops of desks and furniture, telephones, paintings, counter tops, venetian blinds, etc.
- 6.2.2 Weekly daytime work:
 - Wipe counters, benches, chairs, tables, desks, lamps, cabinets, bookcases, etc. with a damp cloth.
 - Wash windows in the entrance lobby or as required.
- 6.2.3 Biannual daytime work:
 - Remove and clean foot grills and pans in the entrance lobby.
 - Clean employee locker pans.
 - Clean air diffusers and air return grilles.
 - Clean inside windows.
- 6.2.4 Annual daytime work:
 - Clean the inside and outside of fire hose cabinets.
- 6.2.5 Daytime work (as required):
 - Use the vacuum or a wet mop in common areas and the entrance lobby when there is an accumulation of snow, salt or sand.
 - Inspect conference rooms after meetings and, if required, collect garbage and use the vacuum once a room is empty.
 - Clean bulletin boards.
 - Clean furniture.
 - Clean up spills upon request by facilities management personnel.
- 6.2.6 Daily and weekly evening work:
 - Pick up cardboard boxes.
 - Use the dust mop.
 - Wash office, corridor and entrance lobby floors.
 - Vacuum the conference rooms, the executive office and the entrance areas.
 - Replace fluorescent tubes.
- 6.2.7 Annual daytime work:
 - Clean all carpets in the conference rooms, the executive office and the entrances.
 - Clean the skylights.

6.3 Cafeteria

- 6.3.1 Daily daytime work:
 - Put the chairs back on the floor every morning.
 - Empty garbage and recycling containers.
 - Wash the tops of tables, counters, microwaves and sinks.
 - Clean the areas around garbage and recycling containers.
 - Add paper and soap to paper and soap dispensers as required.
- 6.3.2 Weekly daytime work:
 - Wash the top of refrigerators and kitchen appliances.
 - Wash inside windows (and outside windows if required).



6.3.3 Monthly daytime work:

- Clear air return grille and air intake grilles.

6.3.4 Annual daytime work: (Dishes will be washed by CFIA employees. Advise the operations manager to plan cleaning of cupboards.)

- Clean kitchen cupboards.

6.3.5 Daily evening work:

- Put chairs in the cafeteria on top of tables before cleaning the floor.
- Use the dust mop.
- Wash the floor.
- Replace fluorescent tubes if required.

6.3.6 Annual evening work:

- Strip and wax the floor.
- Wash walls and luminaires.

6.4 Janitorial Room

6.4.1 Daily daytime work:

- Clean mops, wipes, cleaning equipment, walls and shelves, as required.
- The room must be kept clean at all times.

6.4.2 Biannual daytime work:

- Clean the return grille.

6.4.3 Weekly evening work:

- Wash the floor.
- Replace fluorescent tubes.

6.5 Showers

6.5.1 Weekly daytime work:

- Wash plumbing fixtures, the shower head, shower curtains.
- Clean the return grille.

6.5.2 Weekly evening work:

- Wash the floor and the walls.

6.6 Freezer Room

6.6.1 Daily daytime work:

- Pick up the trash containers.

6.6.2 Weekly evening work;

- Wash the floor.
- Replace fluorescent tubes.

6.7 Washroom

6.7.1 Daily daytime work:

- Wash the counters, sinks, mirrors, paper towel dispensers, hand dryers, taps, stainless steel plates, toilets, urinals.
- Fill the soap dispensers, the paper towel dispensers and the toilet paper dispensers, as required.
- Wash toilet doors and stalls.
- Empty garbage containers and sanitary napkin receptacles.

6.7.2 Daytime work, if required:

- Replace fluorescent tubes.
- Inspect and fill soap and paper towel dispensers.



- Wash floors when something is spilled.

6.7.3 Daily daytime work:

- Wash the floors.
- Replace fluorescent tubes.

6.7.4 Biannual evening work:

- Wash all the partitions.

6.8 Laboratory Area

6.8.1 Daily daytime work:

- Pick up garbage and recycling bins.
- Fill soap and paper towel dispensers.
- Empty discharge trolleys in the cleaning and sterilization area before leaving.
- Clean the stainless steel plaques on doors and kick plates in the corners of walls.

6.8.2 Daily daytime work:

- Clean foot grilles in the lobby entrance.
- Clean vinyl baseboard in corridors.

6.8.3 Daytime work, if required: (Chemical or biological disposal is done by laboratory personnel.)

- Clean up spills upon request by facilities management personnel.
- Vacuum the entrance areas.

6.8.4 Daily and weekly evening work:

- Empty discharge trolleys in the cleaning and sterilization area.
- Pick up cardboard boxes.
- Use the vacuum.
- Wash the floor.
- Replace fluorescent tubes.

6.8.5 Biannual evening work:

- Clean air diffusers and air return grille.
- Wash inside windows.

6.8.6 Annual evening work: (Stripping and waxing the floor will have to be coordinated with the head of facilities management.)

- Strip the floors and apply two new coats of wax on the floor

7.0 LANGUAGE OF WORK

French is essential, as indicated in article 5.5.6.

8.0 WORK LOCATION

CANADIAN FOOD INSPECTION AGENCY
St-Hyacinthe Laboratory (STHL)
3400 Casavant Blvd. W.
St-Hyacinthe, Quebec
J2S 8E3

9.0 SITE AUTHORITY / FACILITY MANAGER

For the purposes of this document, the owner's representative and site authority is the head of facilities management.

Note: It is the general contractor's responsibility to ensure all of its employees working at this site as well as any sub-contractors and their employees working at this site are fully aware of this document and its contents.

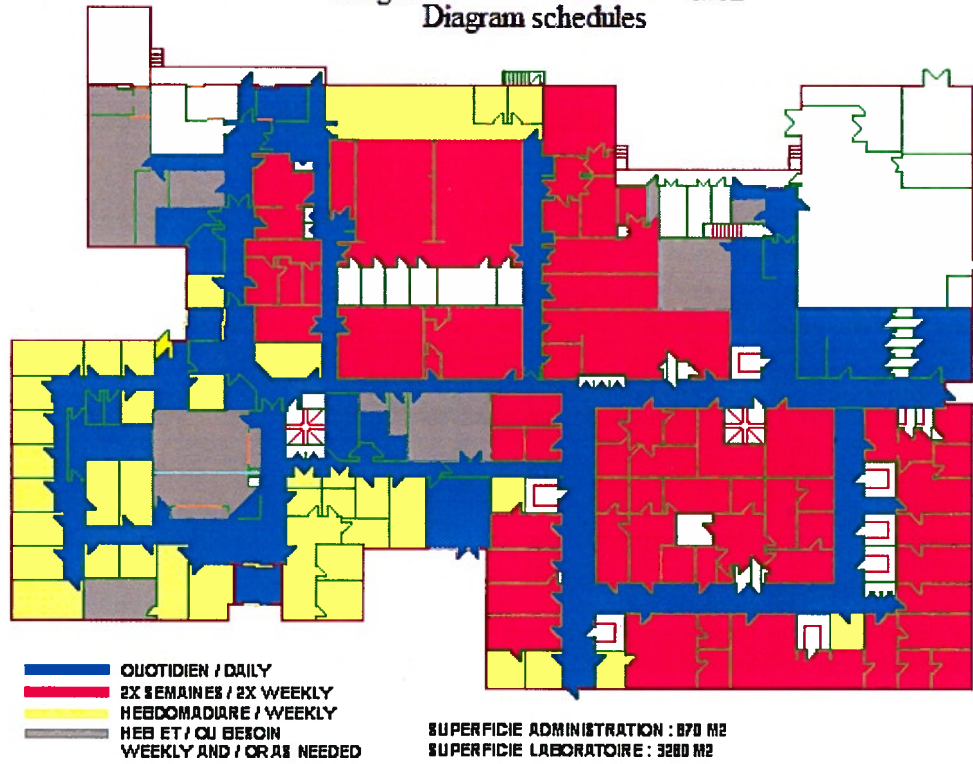
10.0 OPTIONS

The CFIA reserves the right to avail itself of three (3) one (1) year options to extend this contract.



ANNEXE 1

Diagramme des horaires de travail
Diagram schedules





ANNEXE 2

Diagramme des vadrouilles
Diagram mops



M1 M2
M3 S1
Aspirateur (un x sem + au besoin)
Vacuum (weekly or as needed)

M1: désinfection 1 fois semaine (javel)
disinfection 1 par week (javex)
M2 et S1: 2 X sem = javel / désinfectant (alterner les désinfectants par semaine)
2 X weekly = bleach / disinfectant (alternate disinfectants)
M3: * vadrouille et cuve disponible dans la section
mope and tank available in the local



ANNEX 3 Floor-cleaning guide

Cleaning product

SOLMAX	neutral soap
TMT-100	disinfectant soap
OXIVIR	disinfectant soap
BLEACH 6%	

Refer to work schedule to locate areas and floor cleaning frequency.

A person will be of record washing corridors and the administrative sector offices and corridors and laboratory sector offices, another person will be of record for washing floors of laboratories.

Hallways and offices will be washed with a conventional wet mop, mop will be dedicated to the administrative sector only and another mop will be dedicated for the laboratory sector. cleaning works of the floors of corridors must begin with the administrative sector and conclude with the corridors of the laboratory industry.

The laboratories will be washed with microfiber mops. A fringe or more will be used by the laboratory, the same fringe will not be used for another laboratory.

The fringes will be washed daily in the laboratory by the day cleaning staff .

Administrative sector

Use mild soap for the floors of corridors and offices, the floors of corridors must be cleaned with bleach once a week .

Vacuum in the office of the director and two conference rooms on Fridays or needs .

Laboratory sector

Alternate between each disinfectant soaps washing with bleach.

Example;

Monday: disinfectant soap TMT-100

Wednesday: bleach

Friday: disinfectant soap OXIVIR

Washing area and N -29 sterilization room contains his bucket and mop. Wash with bleach every day



SECTION 4 - FINANCIAL PROPOSAL

1.0 TERMS OF PAYMENT

The Contractor will be paid in accordance with the terms and conditions stated in paragraph 7, Contract Amount & Terms of Payment, CFIA Service Contract Articles of Agreement.

The CFIA's estimated budget for this requirement is less than \$70,000 per year, before taxes.

The total estimated amount of GST and HST is to be shown separately. Proposals will be assessed on an FOB destination basis.

2.0 BASIS OF PAYMENT

The Bidder must provide a firm monthly rate where indicated, with all applicable taxes being shown separately, for the original contract period and for the three option periods indicated in Section 3. The Bidder must provide for an increase in the estimated cost of living during the option years. The amounts provided cannot be changed if the increase is greater than anticipated.

BASE CONTRACT CLEANING SERVICES	FIRM MONTHLY RATE A)	MONTH B)	TOTAL (A x B)
Initial Contract Period	\$	x 24	\$
Option Year 1	\$	x 12	\$
Option Year 2	\$	x 12	\$
Option Year 3	\$	x 12	\$
TOTAL CONTRACT VALUE:			\$

If a Bid is recommended for award of a contract, the CFIA reserves the right to request the successful Bidder to provide to the Contracting Authority, prior to contract award, a detailed cost breakdown of the labour and materials that will apply and be used in the performance of the work under any resulting contract. At contract award, the CFIA may include the detailed cost breakdown into the resulting contract.

3.0 METHOD OF PAYMENT

The Bidder must submit a detailed monthly invoice to the Canadian Food Inspection Agency's St-Hyacinthe Laboratory.

Payment will be made on a monthly basis for actual services rendered after acceptance of the work by the Agency representative.

4.0 DIRECT DEPOSIT

The Contractor agrees to receive payment through direct deposit to a financial institution. The appropriate form will be provided prior to contract award. You can also obtain the form from the Receiver General's website at http://www.inspection.gc.ca/DAM/DAM-aboutcfia-sujetacia/STAGING/text-texte/c5692_re_1385730987670_eng.pdf

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



SECTION 5 - CFIA CONTRACT TERMS AND CONDITIONS

*****EXAMPLE CONTRACT ONLY*****

The Service Contract agreement between the CFIA and the selected bidder will be subject to the following terms and conditions.

1. DEFINITIONS

1.1 For the sole purpose of this Service Contract the parties agree that:

“General Conditions” shall mean Public Works and Government Services Canada (PWGSC) 2035- General Conditions - Services, set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by the Department of Public Works and Government Services.

2. AGREEMENT

2.1 The following documents and any amendments in writing, and approved by the Parties, and relating thereto form the Service Contract between the CFIA and the Contractor:

2.1.1 These Articles of Agreement;

2.1.2 The General Conditions as defined in section 1.1 above and incorporated by reference in section 2.3;

2.1.3 Supplemental Conditions, 4006 – Contractor to own Intellectual Property rights in Foreground Information

2.1.4 The document attached hereto as Appendix “A” and entitled “Statement of Work”;

2.1.5 The request for proposal, where applicable; and

2.1.6 The Contractor’s Proposal dated <date> and attached hereto as Appendix “B”.

2.2 In the event of any discrepancies, inconsistencies or ambiguities between or among the wording of the documents, and brought to the attention of one or the other Party in writing, set out in section 2.1, the wording of the document that appears first on the list set out in section 2.1 shall prevail over the wording of a document appearing subsequently on the list set out in section 2.1.

2.3 The General Conditions as defined in section 1.1 are hereby incorporated by reference into and form part of this Service Contract. The version of the SACC Manual applicable to this Service Contract is the one in effect on the date of the last signature of this Service Contract. The SACC Manual may be viewed on the Department of Public Works and Government Services Canada web site, Internet address: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

2.4 In the General Conditions, all references to the Minister of PWGSC, to the Crown, to Her Majesty, to Canada, to the Government or to the PWGSC shall be interpreted as a reference to Her Majesty in Right of Canada, as represented by the CFIA, where applicable.

2.5 All appendices and attachments referred to in this Service Contract and/or annexed hereto shall form part of this Service Contract.

3. CFIA REPRESENTATIVES

3.1 The representative of the CFIA for the purpose of any issue related to the administration of this Service Contract (Contracting Authority) shall be:

Karine Chrétien (613) 773-7606

or such other person as may be designated by the CFIA.

3.2 The representative of the CFIA for the purpose of any issue related to the Work or any technical aspect of the Work set out in Appendix “A” of this Service Contract (Technical or Project Authority) shall be:

<project authority> <phone #>

or such other person as may be designated by the CFIA.

4. CONTRACTOR REPRESENTATIVES

For the purposes of this Service Contract, the Contractor shall have the work under this Service Contract carried out by <name of person to carry out the Statement of Work> under the direction and control of <if applicable>



5. LEGAL JURISDICTION

This Service Contract shall be governed by and interpreted in accordance with the laws in force in the Province of Quebec, Canada

6. TERM OF THE SERVICE CONTRACT AND DURATION OF THE WORK

6.1 This Service Contract shall come into effect on the date of the last signature to this Service Contract and shall terminate, except where expressly stated otherwise, on the last day for completion of the Work as set out in section 6.2. The parties hereto agree that irrespective of the effective date of the Service Contract, the terms and conditions of this Service Contract shall apply to any Work or part thereof commenced on the <day> day of <month>, 200<year>.

6.2 The Work shall be completed with care, skill, diligence and efficiency and in accordance with all the terms and conditions of this Service Contract no later than the <day> day of <month>, 200<year>.

7. CONTRACT AMOUNT AND TERMS OF PAYMENT

7.1 **Basis of Payment - Time and Material**

Subject to the terms and conditions of this Service Contract and in consideration for the Satisfactory performance of the Work, the CFIA shall pay the Contractor a sum not in any circumstances to exceed \$<amount in numbers> plus applicable taxes. The CFIA shall pay the following unit prices not to exceed the quantities specified only for the items stated. Daily fees, if applicable, are based on 7.5 hours. For work performed for a duration of more or less than 7.5 hours a day, the time charges will be protected to cover the actual time worked. There is no allowance for overtime. Fees are inclusive of costs related to administrative and clerical support, supplies, equipment and administrative expenses necessary to accomplish the work.

Travel and other expenses if applicable shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as the accuracy of such claim.

7.2 **Method of Payment**

Payment by CFIA shall be made as follows:

Invoicing to be paid on monthly basis for actual time spent in the performance of the Work set out in Appendix "A".

7.3 **Direct Deposit**

The Contractor agrees to receive payment through direct deposit to a financial institution. The appropriate form will be provided prior to contract award. You can also obtain the form from the Receiver General's website at http://www.inspection.gc.ca/DAM/DAM-aboutcfia-sujetacia/STAGING/text-texte/c5692_re_1385730987670_eng.pdf

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

7.4 **Invoicing Instructions**

The Contractor shall submit invoices on its own forms and shall include therein the date, name and address set out below, a clear description of the Work performed and for which payment is being requested by the invoice, the item number and quantity, reference numbers and the contract file number <contract file number>. The Contractor must submit, along with said invoices, all substantiating documentation. Invoices shall be submitted to the CFIA in three (3) copies to the following address. Failure to comply with the terms and conditions of this section may delay payment by the CFIA of any amount due and payable under this Service Contract.

CFIA

<Address>

Attention of: <project authority>

7.5 **Income Tax Act**

Pursuant to paragraph 221(1)(d) of the Income Tax Act in force on the effective date of this Service Contract, payments made by the CFIA under this Service Contract must be reported on a T4A supplementary slip.



Contractors are, therefore, required to provide on each invoice submitted to the CFIA, the following information:

- 7.5.1 the legal name of the Contractor; that is, the name associated with the Social Insurance Number or Business Number of the Contractor, as well as the appropriate address and postal
- 7.5.2 the legal status of the Contractor; that is, without limiting the following, individual, unincorporated business or corporation, limited company .;
- 7.5.3 for Contractors who are an individual or unincorporated business, the Contractor's Social Insurance Number or, if applicable, the Contractor's Business Number or, if applicable, the Contractor's Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number;
- 7.5.4 for Contractors who are corporations, the Contractor's Business Number or, if the Business Number is not available, the GST/HST number. If the Contractor has no Business Number or GST/HST number, the T2 Corporation Tax Number must be provided.

7.6 Acceptance of the Work

All Work is subject to the approval and acceptance of the CFIA and said approval and acceptance is at the sole and unfettered discretion of the CFIA but shall not be unreasonably withheld. The CFIA shall not make any payment and no amount is due to the Contractor until the Work is approved and accepted by the CFIA.

7.7 Payment Due Date

Payment by the CFIA to the Contractor shall be made within thirty (30) calendar days following the date on which the Work is completed and approved by the CFIA or on which a claim for payment and all substantiating documentation are received by the CFIA under the Service Contract, whichever date is later.

7.8 Financial Administration Act

In accordance with the Financial Administration Act in force on the effective date of this Service Contract, any payment under this Service Contract is subject to there being an appropriation for the Work hereunder for the fiscal year in which any commitment to pay becomes effective. In the event no such appropriation is made, this Service Contract shall terminate immediately and without any repercussion to either party.

7.9 GST/HST

The Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) as applicable shall be considered an applicable tax for the purposes of this Service Contract and shall be disclosed and identified as separate items on any invoice or accounting document.

Unless otherwise required by law, the Contractor shall not invoice or collect any ad valorem sales tax levied by the Province in which the taxable goods and/or services required under this Service Contract are delivered to the CFIA. Existing Reciprocal Taxation Agreements, exempting payment of provincial sales tax (PST) shall be superseded by HST legislation.

7.10 CFIA's Liability

This Service Contract does not oblige the CFIA to authorize or order any goods or services whatsoever or to spend the estimated expenditure or any money whatsoever except as expressly required herein. Furthermore, the CFIA's liability under this Service Contract shall be limited to the amount set out in section 7.1.

7.11 Price Certification

The price charged for the performance of the Work under this Service Contract shall not exceed the lowest price charged any other third party by the Contractor, including the Contractor's most favoured customer or client for like quality and/or quantity of the services and/or goods and the price so charged may be verified by audit by the CFIA before or following any payment by the CFIA under this Service Contract.

7.11.1 Any overpayment by the CFIA made as a result of the Contractor's breach of the condition set out herein, shall be immediately due and owing to the CFIA, shall be immediately repaid to the CFIA and until so repaid shall be deemed a debt due to the Crown.

7.11.2 In the event that the CFIA has not made a payment, then any amount resulting from the Contractor's breach of the condition set out herein shall be deducted from any payment owed by the CFIA to the Contractor.



8. DISPUTE RESOLUTION

- (a) The parties shall first attempt to resolve disputes arising under the terms of this Contract through direct negotiation between their representatives who have authority to settle such disputes within thirty (30) working days of receipt of a written invitation to negotiate. The parties may agree to an extension of the thirty (30) working day period in writing.
- (b) In the event that the parties are unable to resolve the dispute through negotiation as outlined in section 9(a), the parties can agree to submit the dispute to mediation or any such third party assistance process as may be appropriate and agreed upon. Such a process shall be undertaken within twenty (20) working days from the day of initiation. The parties may agree to an extension of the twenty (20) working-day period in writing. The parties agree to share the cost of mediation equally.
- (c) The parties can agree to submit any outstanding issues remaining from direct negotiation, mediation or any other dispute resolution to binding arbitration pursuant to the Canadian Commercial Arbitration Act, R.S.C. 1996, c. 55.
- (d) The parties shall agree on a single arbitrator within thirty (30) calendar days of the decision to proceed to binding arbitration. In the event that the parties cannot agree on an arbitrator, the parties shall apply to a Justice of the Ontario Court (General Division) in Ottawa to have an arbitrator appointed. The arbitration shall take place in Ottawa.
- (e) The Parties agree to share the cost of arbitration equally. Notwithstanding, the arbitrator shall be authorized to require any party to pay the whole or part of the cost. In such case, payments shall be made in accordance with the award and the award shall be final and shall not be subject to appeal.
- (f) As an alternative to the above standard alternative dispute resolution process mentioned at paragraphs a),b),c),d),e), the parties have the option of raising issues or concerns with this solicitation with the Office of the Procurement Ombudsman.
- (g) 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.
- (h) 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 or consent of the parties, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their 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.

9. HEALTH AND SAFETY

The Contractor shall contact the CFIA's Health and Safety officer or designate at the work site prior to the commencement of the Work under the contract, in order to obtain a copy of CFIA's Occupational Safety & Health Policy, and to determine all specific occupational health and safety policies that apply to the work site. The CFIA's Health and Safety officer shall advise the Contractor of all CFIA's work site specific occupational health and safety policies and procedures that apply prior to the commencement of the Work. The Contractor shall ensure that all of its officer and employees carry out the Work in accordance with all laws for occupational health and safety, the CFIA's Occupational safety & health Policy, and all CFIA work site specific occupational health and safety policies and procedures. In the event that the Contractor, its officers or employees do not comply with the laws, policies and procedures, as required by this condition, the CFIA shall have the exclusive right to terminate this contract.



10. SECURITY

The Contractor personnel and subcontractors requiring access to CFIA or federal government information, assets or facilities must EACH hold a valid security clearance granted or approved by the CFIA or the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC). The Contractor must submit to the Agency representative a signed copy of form TBS330-47 (Security Screening Certificate and Briefing Form) for each resource or subcontractor. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CFIA. For this contract, the Contractor's personnel must have a security clearance at the level of:

- Reliability
- Confidential
- Secret
- Top Secret
- Other: _____