



Request for Proposal (RFP): 01B46-18-036

FOR THE PROVISION OF Janitorial Services

FOR

**Saint-Jean-sur-Richelieu Research and Development Centre
Saint-Jean-sur-Richelieu, Quebec**

**Tenders must be received by Monday October 1st, 2018
at 2:00 PM (Eastern Standard Time)**

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 requires the services of a supplier for the provision of janitorial services at its Saint-Jean-sur-Richelieu Research and Development Centre, as per identified in Appendix B - Statement of Work.

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 E 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)

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 CANADIAN INTERNATIONAL TRADE TRIBUNAL

If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Canadian International Trade Tribunal (CITT) . The Canadian International Trade Tribunal (CITT) is the bid challenge authority for Canada for the North American Free Trade Agreement (NAFTA), World Trade Organization Agreement on Government Procurement (WTO-AGP), Canada - Chile Free Trade Agreement (CCFTA), Canada - Peru Free Trade Agreement (CPFTA), Canadian Free Trade Agreement and Agreement on Internal Trade (AIT). A potential supplier may file a complaint concerning a procurement action to the CITT, on the grounds that any aspect of the procurement process relating to a requirement covered by these agreements is unfair or discriminatory. You can also obtain more information on the Canadian International Trade Tribunal services available to you on their website at <http://www.citt-tcce.gc.ca/en> .

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 on **Tuesday September 18th, 2018** at 9:00 am (local time) at the Saint-Jean-sur-Richelieu Research and Development Centre located at 430 Gouin Boulevard, Saint-Jean-sur-Richelieu, Quebec, J3B 3E6.

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 Quebec.
- 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 **THREE SEPARATE ENVELOPES** as indicated below:

Envelope1, Section 1	Technical Proposal (with no reference to price)	2 original hard copies
Envelope2, Section 2	Financial Proposal	1 original hard copy
Envelope3, Section 3	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 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

4.1 In the Technical Proposal, the Bidder should demonstrate its understanding of the requirements of the **Statement of Work Appendix “B”**, as well as demonstrate how the Bidder will meet the requirements of the **Evaluation Procedures and Criteria Appendix “E”**.

4.2 Security Requirements

4.2.1 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 has 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 2)

The bidder must complete the tables provided in **Appendix D** which will form the financial proposal (Basis of Payment).

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 Appendix D - Basis of Payment.

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 3)

In order to be awarded a contract, the certifications attached in **Appendix “F”** 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 EVALUATION PROCEDURES

- 7.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix E**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this RFP and in conjunction with the accompanying Statement of Work (**Appendix B**).
- 7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.
- 7.3 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.

8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)

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



PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to RFP # 01B46-18-036, 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.

2.3 WHMIS training

Upon the announcement of the winning bid, prior to the award of the contract, the winning bidder will have to provide:

- A list of all their personnel affected to this Contract and;
- Proof that all their personnel affected to this Contract have been trained in the proper handling of chemicals, proper cleaning procedures and the proper use and maintenance of any cleaning equipment in use in accordance with WHMIS procedures and regulations and manufacturer specifications.

3.0 SECURITY REQUIREMENTS

There is a security requirement associated with the work:

Personnel Clearance (Reliability)

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 consent of AAFC.
5. As a security precaution, it is required that all employees engaged in work or business for the Contract is readily identifiable. To this end, all personnel are to wear, in a conspicuous place, the identification badge issued to them by AAFC.



4.0 CONTRACT PERIOD

4.1 The Contract shall be from November 1st 2018 to October 31st 2019.

4.2 The Contractor grants to Canada the irrevocable option to extend the duration of the Contract by up to four (4) additional one (1) year periods 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:

Beatriz Mora
Senior procurement officer
Agriculture and Agri-Food Canada
2001 Robert-Bourassa, Room 671-TEN,
Montréal, Qc H3A 3N2
Tel.: 514-315-6139
Fax: 514-283-1918
E-mail: beatriz.mora@canada.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 D hereof;
5. Certification Requirements, Appendix F
6. Request for Proposal number 01B46-18-036;
7. 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 as stated in **the Appendix E, Evaluation Procedures and Criteria**.
- 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 Regular janitorial work

For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with Appendix D (Financial proposal) for Work performed pursuant to the Contract.

13.2 Extra clean-up duties

“As and when requested ” services & “Emergency cleaning” services

For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with Appendix D (Financial proposal) for Work performed pursuant to the Contract.

A maximum contingency amount of 3 000\$ per year will be allocated to this project in order to cover any expenses linked to the provision of extra clean-up duties (1500\$ per service type). This amount only constitutes a ceiling amount of expenses and is not a guaranteed amount.

AAFC reserves the right to use only a portion of that amount or none at all.

14.0 METHOD OF PAYMENT

Payment will be made **no more than 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: <http://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.
- 16.3 When submitting its invoice, the Contractor must ensure the latter shows a breakdown for all the costs AAC is being invoiced, as per Appendix D – Basis of Payment, i.e.:
- a cost for regular work;
 - a cost for additional “as and when requested” cleaning (when applicable);
 - a cost for “emergency cleaning” (when applicable).

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. Integrity Provisions

The Ineligibility and Suspension Policy (the "Policy") and all related Directives (2016-04-04) are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

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.



STATEMENT OF WORK – APPENDIX B

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STATEMENT OF WORK – APPENDIX B

Part A – GENERAL REQUIREMENTS

1.0 CONTEXT

Agriculture and Agri-Food Canada’s Saint-Jean-sur-Richelieu Research and Development Centre (hereafter referred to as “RDC St-Jean”), requires the services of a contractor for the centre’s building, as specified in this appendix.

All products, equipment and methods to carry out the specified janitorial services described herein must be consistent with **PART C** of this contract – **GUIDELINES FOR QUALITY STANDARDS**.

2.0 AREAS TO BE MAINTAINED

The Contractor shall provide the required janitorial services, in accordance with the requirements and instructions set out in the contract.

The Contractor shall provide the required janitorial services, in accordance with the requirements and instructions set out in the contract, for the spaces listed in Table 1.

Table 1—Total Estimated Floor Area Requiring Cleaning is 4105.21 m²

Zone Name and Room No.	Approx. area included in contract	Brief Description of Area
Basement Rooms		
Large room		
Spaces with concrete floor	139 m ²	Work and storage space
Stairwells		
Spaces with concrete floor	12.5 m ²	Basement greenhouse, 2 levels
	5.5 m ²	Outside basement, 2 levels
Ground Floor Rooms		
Administration Zone* (excludes stairs)		
Spaces with linoleum floor	147.6 m ²	Office space
Spaces with carpet	31.6 m ²	Boardroom Archive room
Spaces with ceramic floor	30.2 m ²	Reception & Mailroom
Main entrance	16.6 m ²	Anti-slip grill
Cafeteria		
Spaces with linoleum floor	85.7 m ²	Rooms 105A and 136 (Office / ex-library)
Spaces with linoleum floor	173.4 m ²	Ex-library, half-empty with workstations on other half
Office		
Spaces with linoleum floor	59.1 m ²	Workstations
Spaces with tile floor	83.31 m ²	Workstations
IT		
Spaces with tile floor	19.1 m ²	Office space
Spaces with tile floor	17.0 m ²	144B, server room, restricted access under supervision
Spaces with ceramic floor	13.9 m ²	Workstations



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Boardroom		
Spaces with carpet	98.5 m ²	Boardroom: chairs and tables
Washrooms		
Spaces with ceramic floor	50.0 m ²	Office washrooms men\women & janitor's room Greenhouse washrooms: Men\women with showers
Rear entrance	5.5 m ²	Anti-slip grill
Elevator – ceramic	7.2 m ²	No furniture
Laboratories/Office		
Spaces with linoleum floor	13.0 m ²	Office space
Space with tile floor	27.9 m ²	Office space
Spaces with ceramic floor	240.4 m ²	Laboratories, chairs and work carts
Spaces with concrete floor	138.0 m ²	Store, shelves and workstations
Compressor room – concrete floor	40.4 m ²	Compressor room, supervised space
Corridors		
Spaces with ceramic floor	40.4 m ²	Clear space with some printer furniture
Stairwells		
Spaces with ceramic – concrete floor	45.7 m ²	East side – main entrance 3 levels, from ground floor to 2nd level
	47.0 m ²	West side – rear entrance 3 levels, from ground floor to 2nd level
Facilities – 1st Floor		
Offices		
Spaces with tile floor	387.5 m ²	Office space
Laboratories		
Spaces with tile floor	730.0 m ²	Laboratories, chairs and work carts
Confinement area – tile floor	37 m ²	Restricted access under supervision
Space – stainless steel metal	13 m ²	B4
Space – epoxy painted concrete	17 m ²	B8
Washrooms & Showers (of bathroom in the greenhouse section)		
Spaces with ceramic floor	23.3 m ²	Men\women, janitor's room and showers in the bathroom (greenhouse section). Rooms 137 and 131
Corridors		
Spaces with ceramic floor	370.0 m ²	Clear space with some printer furniture, except for central aisle with fixed equipment
Stairwells		
Spaces with concrete floor	20.3 m ²	South Side – Greenhouse section, 2 levels
Facilities – 2nd Floor		
Spaces with concrete floor	684.6 m ²	Large mechanical and storage room

2.1 Changes to spaces to be cleaned

From time to time, Agriculture and Agri-Food Canada (AAFC) may notify the Contractor in writing of any changes to the amount of space to be cleaned. When space is added or removed, the **average**



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rate per square metre stipulated in Section D—Basic Payment must be used to calculate the new contract amount.

3.0 AREAS EXCLUDED FROM CLEANING OPERATIONS

Maintenance of the grounds, parking areas, roads and greenhouses is not covered by this contract. The following areas are also excluded from this contract:

- **Subsurface locations and excluded areas**
 - Rooms 007, 008, 009
 - Storage cages
- **Ground floor locations and excluded areas**
 - 111 CAC Zone (controlled atmosphere chamber)
 - A11
 - Warehouse storage rooms (A1, A- A1, B – A1, C – A1, D – A1, E – A1, F)
 - 109 and 119 Greenhouse corridor
 - 113 Maintenance workshop
 - 117 Fertilizer storage
 - 121 Storage of pots
 - 123 Laundry room
 - 125 Boiler room
 - 129 Soil mixing
 - Generator rooms
 - 133 Electrical Input
 - 139B Pesticides
 - Adjoining room
- **Excluded rooms and zones 1st Floor**
 - B1
 - 214C-214D-214E
 - B5.1 – B5.2 – B5.3
 - B7 – B7.1
 - B9 – B9.1
 - B4.1 – B4.2
 - B8.1
 - 229B
- **Excluded rooms and zones 2nd Floor**
 - Electrical room
 - Storage room
 - Computer storage room
 - Elevator mechanical room

4.0 CLEANING OPERATIONS

4.1 Schedule

Unless otherwise specified, regular cleaning may be carried out from Monday to Friday between 1:00 p.m. and 10:00 p.m.

Work may be done on the weekends, as needed and with the approval of the Project Officer. No work will take place on the public holidays listed in the following link: <https://www.canada.ca/en/revenue-agency/services/tax/public-holidays.html>

When a public holiday falls on a weekend, it is moved to the next business day.

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

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, polishing 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.

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



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The Contractor's employees will take extra care not to disturb Centre employees on the premises in any way.

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

4.2 Staff requirements

The Contractor must provide AAFC with the minimum number of staff to perform the daily cleaning activities outlined in the specifications of this contract.

The Contractor must assign **at least one (1) janitorial employee** to perform routine cleaning activities and **one (1) supervisor**.

It is strongly recommended that the Contractor ensure that **at least two (2) employees with AAFC security clearance are present at all times**. This will ensure the continuation of the work during vacations or absences of the Contractor's staff without their needing to be escorted by security during cleaning duties.

In the event that the Contractor requires escort of its staff due to security clearance not being obtained on time, AAFC will use the services of the Commissionaires to escort the Contractor's personnel and the latter will be responsible for paying the costs. The fees will be deducted from the contractor's monthly invoice. **Please note that it can take up to 90 days to obtain security clearance.**

5. CONTRACTOR RESPONSIBILITIES

5.1 Roles and responsibilities

The Contractor must assign qualified staff 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 staff assigned to perform the tasks described in this contract must have the ability to communicate in French, both orally or in writing.
- All staff working under this contract must have received Workplace Hazardous Materials Information System (WHMIS) training. Training should be updated and adapted to the needs of this contract.

Supervisor

The Supervisor must have the authority to execute the instructions provided by the Project Officer, whether or not this involves changes to the description of the tasks to be performed:

- Supervises the cleaning staff;
- Ensures that the cleaning staff has all the training required to perform the work
- Acts as a liaison between the Contractor and AAFC;
- Plans the work to be done and draws up the cleaning staff work schedules
- Inspects the work of the cleaning staff
- Meets with the Project Officer upon request to discuss problems or work to be done according to the Statement of Work

Cleaners

- Perform the cleaning tasks
- Report to the supervisor



STATEMENT OF WORK – APPENDIX B

5.2 Subcontracts

The Contractor is not authorized to subcontract any portion of the specifications of this contract, except for the following tasks:

1. Window cleaning
2. Shampoo and steam cleaning of carpets
3. Floor waxing
4. Other specialized cleaning

The Contractor's supervisor must be present to monitor and supervise any work performed by a subcontractor under this contract.

In the event that the Contractor requires the subcontracting of one or all four (4) tasks mentioned above, the contractor will be responsible for notifying the Project Officer and ensuring that the subcontractor's employees receive the required security clearance to enter AAFC premises. **Please note that it can take up to 90 days to obtain security clearance.**

Prior to cleaning, the Project Officer must be advised of any equipment or material that needs to be moved. AAFC is responsible for removing all material or equipment from the floor being cleaned.

5.3 Absenteeism

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

All replacement employees must have the experience and skills required for the position in question as well as the required security clearance. The Contractor must provide the replacement with all the information on the position as well as the necessary training prior to work being performed on site.

5.4 Safety guidelines

All staff working under this contract must have received Workplace Hazardous Materials Information System (WHMIS) training. Training should be updated and adapted to the needs of this contract.

Furthermore, the Contractor and their employees must:

- learn to recognize chemical hazards as specified by WHMIS. Provide proof of WHMIS training;
- NOT touch items that are marked with these signs and symbols;
- NOT eat or drink in the laboratories; eating of food or drink is only permitted in the lunchroom or outside.

Cleaning staff shall have sufficient "Wet Floor" signage and it must be posted in a highly visible area each time floors are mopped to warn of potential slipping hazards.

In the event of an accident in a laboratory (e.g. a cut or a spill) or if cleaning staff detects the smell of gas or another unusual odour, the incident must be reported immediately to the on-site supervisor, who will immediately report it to the Project Officer or to AAFC's on-call Facilities Manager. A number to contact the maintenance team will be provided to cleaning staff in the event of an emergency.

Other safety guidelines

- Only those persons with security clearance will be allowed on site. Friends and family of the Contractor's staff and non-staff persons are not permitted on site at any time.
- The Contractor and its employees must be properly dressed. For example, clothing must not have any holes.



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- Precautions in the form of wearing leather-palmed gloves or equivalent when collecting waste must be taken. Waste should not contain broken glass, needles or other sharp material, but the potential still exists. Any broken glass, needles or other sharp material found in the waste is to be reported immediately to the Project Officer.
- Doors are NOT to be propped open unless authorized by the Project Officer. Doors are monitored by security and an arrangement with the Project Officer is required prior to propping any doors open.

5.5 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 acknowledgment of receipt of this inventory, the Contractor is responsible for keeping this inventory up to date and ensuring that the keys are used strictly for the purposes of executing the Contract.

AAFC may ask to check the inventory at any time.

5.6 Environmental protection

Within the work area, the Contractor is responsible for adhering to federal and provincial legislation and all the regulations and policies applied by AAFC regarding the quality of the workplace and the protection of the environment, specifically with respect to the protection of the soil and water below surface level, the water, the sewers and storm drains, and the air quality. The Contractor must immediately notify AAFC of any incident it causes or observes that might have an impact on the environment.

5.7 Lost and found objects

The Contractor's employees must immediately turn in any objects they find to the Project Officer.

5.8 Absolute obligation

The absolute obligation to supply staff consists of establishing a team of qualified employees who are capable of performing the ongoing services requested within this Statement of Work. The Contractor is responsible for selecting team members, instructing them, training them, assigning them their duties and monitoring their performance.

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

The Contractor must also supply the equipment and products needed to carry out the cleaning tasks.

6.0 QUALITY CONTROL

6.1 Inspections

Although AAFC reserves the right to inspect the work at its own discretion, quality standard compliance will be verified through the Contractor's periodic inspections. The Contractor's site manager will be responsible for completing at least **four formal quarterly inspections per year**, which will include a walkthrough of all buildings every three months.

AAFC is not required to attend these inspections. However, AAFC reserves the right to attend whenever deemed necessary. Inspections will be followed up with a written report by the Contractor, presented within one week of the inspection.

In the event that there are three (3) consecutive complaints made by the Project Officer to the Contractor, AAFC reserves the right to increase the frequency of these quarterly inspections to a monthly inspection.



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6.2 Requests from building occupants

Requests made to janitorial staff by building occupants regarding any tasks are to be forwarded to the Project Officer for review. The Contractor is not to take action on requests from occupants unless approved beforehand. In the case that immediate action is indeed required, the Project Officer will advise the Contractor's on-site supervisor.

6.3 Corrective measures

The Project Officer will monitor and identify any shortcomings that need to be addressed and meet with the Contractor to discuss any changes to work methods deemed necessary to prevent recurrence of any complaints received.

When it is possible for the Contractor to take corrective action, the Contractor will send the Project Officer an email outlining what corrective measures it can take to address the shortcomings and identifying any additional costs associated, if there is a change in the present Statement of Work.

When it is not possible for the Contractor to take corrective action or perform work that has not been completed on time, AAFC reserves the right to have a third party perform the uncompleted work. The value of this work will be evaluated by the AAFC representative and deducted from the Contractor's monthly payment. In such a situation, the AAFC representative will send a written notice to the Contractor indicating their failure to meet their obligations and the amount that will be deducted from the monthly payment. Prior to getting a third party to perform the work, a written warning will be issued to the Contractor 48 hours beforehand (except in the case of an emergency) outlining the date of requests, details and the estimated amount that will be deducted from the monthly payment.

7.0 USE OF AAFC UTILITIES

- In spaces equipped with light switches, lights are to be turned on when entering the space and turned off immediately upon exiting.
- In the event of a power failure (fuse, etc.) while a cleaning task is being performed, the Project Officer or Security Services 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 he or she deems unsafe.
- No cleaning staff is authorized to touch the thermostats.
- The electrical and mechanical rooms are off limits to the Contractor and its staff.
- PPC2 (Room 237) or other spaces identified by the Project Officer are off limits to the Contractor and their employees, except under the supervision of the Project Officer.
- If water is spilled during cleaning operations, it is to be cleaned up immediately, including in the janitor's closets and other designated storage spaces. No equipment stored in these spaces should be leaking or dripping.

7.1 Designated workspace for the use of the Contractor

AAFC will provide the Contractor with a janitor's closet for the duration of the contract. The main room is located on the 2nd floor (shed) and is used for the storage of the Contractor's products and equipment. Two small rooms, with sinks, are available on the ground floor and on the 1st floor. These are located between the women's and men's washroom doors on the ground floor and on the 1st floor.

The Contractor is not authorized to use this space for personal reasons, such as an office address or as a mailing address. The spaces provided to the Contractor must be respected and kept clean. The latter is responsible for all damage caused to the spaces reserved for it during the contract period.

AAFC is not responsible for any damage or loss to the Contractor's supplies, equipment or personal belongings.



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8.0 COMMUNICATION

The Contractor must establish effective communication to ensure a productive working relationship between all individuals covered by this contract. The Supervisor must provide a telephone number **where he or she can be reached at all times.**

8.1 Logbook

The Contractor must keep and maintain a record keeping logbook to keep track of and register requests, complaints, tasks and comments, as may be required. **This logbook will be kept in room 115 and will be used by AAFC and the Contractor's employees.**

All accidents incurred by the Contractor must be reported to the Project Officer and be kept in the Contractor's logbook. For any accident involving chemical spillage, the Contractor is to immediately vacate the area, notify the Project Officer and stay at the site to ensure no one enters the area until relieved by an AAFC staff member.

Non-routine cleaning operations must be documented and recorded by the cleaning staff in the logbook. Cleaning staff must report all building maintenance and mechanical deficiencies observed during the execution of cleaning operations to the Project Officer.

The Project Officer will record activities observed in any given day that may require disciplinary action and/or positive feedback for services provided outside of the norm.

- 8.1.1 The on-site Supervisor is responsible for ensuring that cleaning staff keep the logbook up to date. He/she must complete the logbook and report any complaints and requests received by the Project Officer.
- 8.1.2 The on-site Supervisor will be responsible for keeping the log book up to date and using it as a means of communication with staff. The logbook must be available at all times for all cleaning staff and the Project Officer to make entries.
- 8.1.3 Entries made in the logbook must include the time and date of entry, as well as the name of the person who made the entry.

9.0 MATERIALS AND EQUIPMENT PROVIDED BY AAFC

If the Contractor requires electricity or water for maintenance services or to keep the premises clean, it can use the facilities 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 ensures that the water and electricity needed to complete the work does not affect the existing facilities.

Under no circumstances shall existing equipment be disconnected to accommodate cleaning equipment. Cleaning staff have dedicated services identified throughout the facility. If occupants' equipment is temporarily using these services, the Project Officer is to be notified immediately. If services are not functional (e.g. blown circuit breakers), the Project Officer is to be notified immediately.

AAFC provides the following equipment:

- 1) Rolling blue bins designated for cardboard
- 2) Rolling orange bins designated for paper, plastic, glass and metal
- 3) Waste receptacles
- 4) Recycling receptacles
- 5) Compost bins in the kitchen, composting containers for paper towels and green bins for other compost
- 6) Paper towel and toilet paper dispensers
- 7) Hand soap dispensers



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9.1 Status of Supplies

AAFC will maintain a detailed inventory of the items in section 9.0 supplied to the Contractor for the provision of cleaning services. AAFC may ask the Contractor to provide an inventory of items at any time, if deemed necessary. The Contractor must notify the Project Officer in a timely manner (**two weeks in advance**) of any stock needing to be replaced.

10.0 MATERIAL SUPPLIED BY THE CONTRACTOR

The Contractor shall provide all tools, equipment and cleaning products required to perform the duties of this contract, including but not limited to:

1. Plastic bags in waste receptacles and for compost
2. Paper bags in sanitary receptacles
3. Paper towels and toilet paper
4. Hand soaps in all applicable locations, except laboratories
5. Dish soap in the kitchen
6. Urinal pucks
7. Cone-shaped cardboard cups for the water coolers
8. Automatic floor scrubbers

AAFC will not contribute to the supply of equipment, materials or products that must be provided by the Contractor.

The Contractor must provide and maintain all the equipment, products and materials referred to in the Statement of Work and must comply with health and safety codes.

The Contractor must supply products that are compatible with the building's flooring and architectural finishes. If applicable, the Contractor must 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 types of floor polishing machines and automatic floor scrubbers that are appropriate for restricted areas (such as offices and laboratories) and large surfaces (such as corridors). For larger areas, AAFC requires the use of an automatic floor scrubber.

All products are to be clearly identified. In addition, hazardous substances must be identified in accordance with WHMIS standards. The products must have a low level of toxicity, i.e. the products must not be considered toxic, according to WHMIS standards, if swallowed or if they come into contact with skin.

The Contractor shall use green and/or biotechnology-based cleaning products that are environmentally friendly and do not affect wastewater treatment performance. To do this, the products used must be recognized by an environmental certification program such as ECOLOGO (Canada's Environmental Choice Program), Green Seal (USA) or Ecolabel (European Union). Manufacturers' instructions should be followed regarding product quantity and use. The Contractor must use low-odour/low-fragrance products.

The Contractor must provide employees with instructions and training on how to handle and use the products.

The Contractor must 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.



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PART B—CLEANING SERVICES TO BE RENDERED

11.0 GENERAL CLEANING TASKS

11.1 Routine cleaning tasks

Routine tasks under this contract are specified in the **Maintenance Program of Appendix C**. The Contractor will receive a monthly payment for the performance of these tasks.

The Contractor must submit a one-year schedule for all work to be performed, as specified in Appendix C, within two weeks of receiving the contract. The schedule must be posted in the janitor's closet in each building and must only contain items relevant to the respective building. Copies of each schedule will be provided to the Project Officer along with any schedule changes.

The Contractor must also submit a copy of each employee's regular scheduled work hours and provide updates to the Project Officer as changes are made throughout the duration of the contract.

11.2 Additional “as and when requested” cleaning tasks

Additional “as and when requested” cleaning tasks are cleaning services that may be required in addition to routinely scheduled cleaning.

The contact person assigned by the Contractor must be prepared to respond to these requests (in the form of a service call) in a timely manner, at a time agreed to by the Project Officer.

Under this contract, the Contractor will receive additional payment for every hour spent for the provision of such service, when and if requested by the Project Officer.

11.3 Emergency cleaning

Extra emergency cleaning services include any labour services required due to the occurrence of an emergency incident, causing additional clean-up workload duties, e.g. heating pipe leak requiring additional floor cleaning.

The contact person assigned by the Contractor must be prepared to respond to emergency calls 24 hours a day, 7 days a week, and be on-site within an hour of notification when there is no cleaning staff on-site to respond to the emergency.

12.0 CLEANING SPECIFICATIONS

12.1 Recycling

12.2.1 Cardboard

All cardboard, unless otherwise identified, must be recycled and should not be thrown in the garbage by the Contractor. The cardboard must be flattened and placed in the rolling blue bins designated for cardboard.

Rolling bins should be stored near the garage area on the ground floor.

The Contractor will be responsible for keeping the collection areas clean and tidy.

12.2.2 Paper, Plastic, Glass and Metal

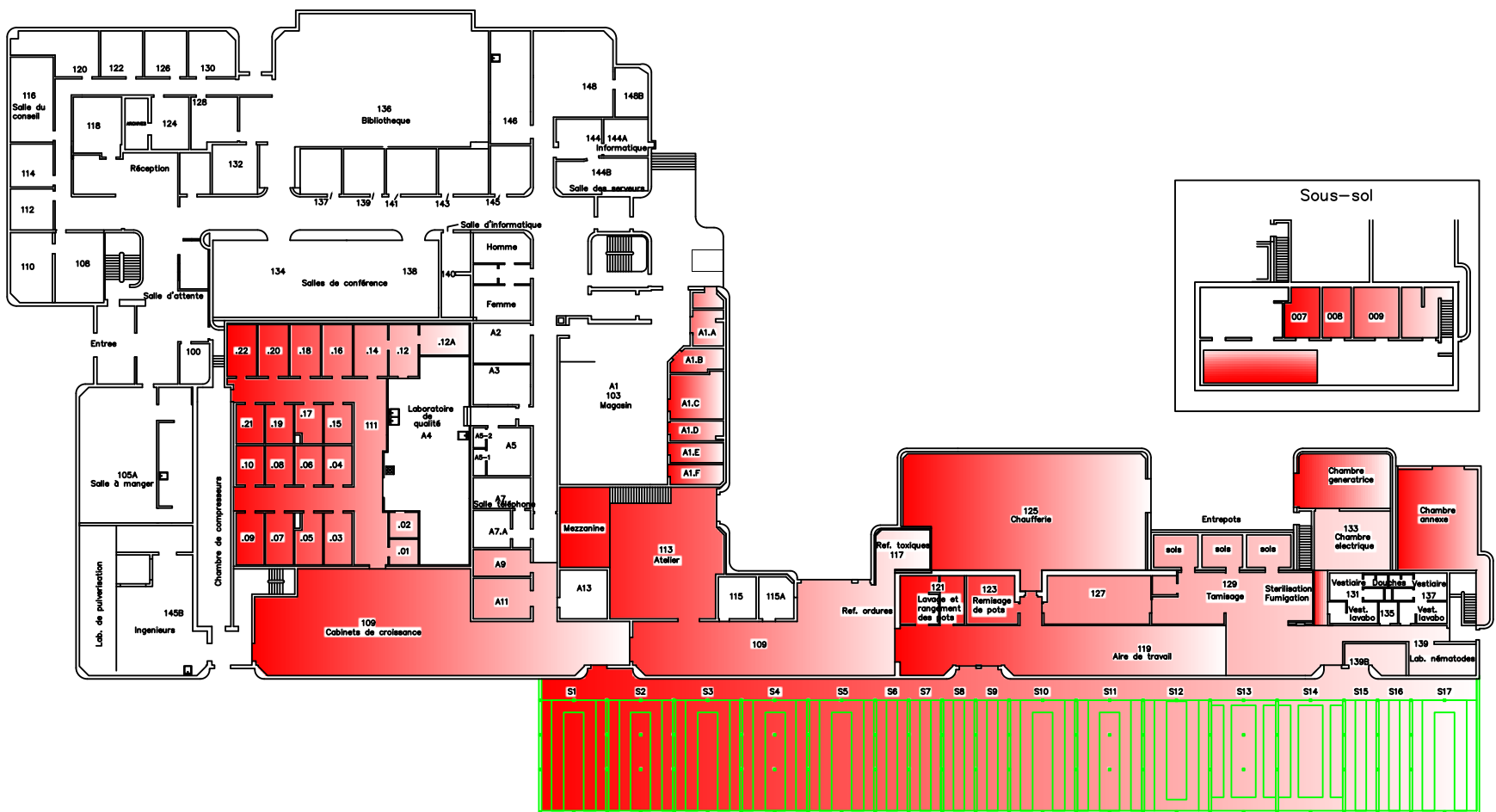
All plastic, glass and metal, unless otherwise identified, must be recycled and should not be thrown in the garbage by the Contractor. Any paper, plastic, glass and metal collected for recycling must be placed in the rolling orange bins designated for paper, plastic, glass and metal.



STATEMENT OF WORK – **APPENDIX B**


Rolling bins should be stored near the garage area on the ground floor.

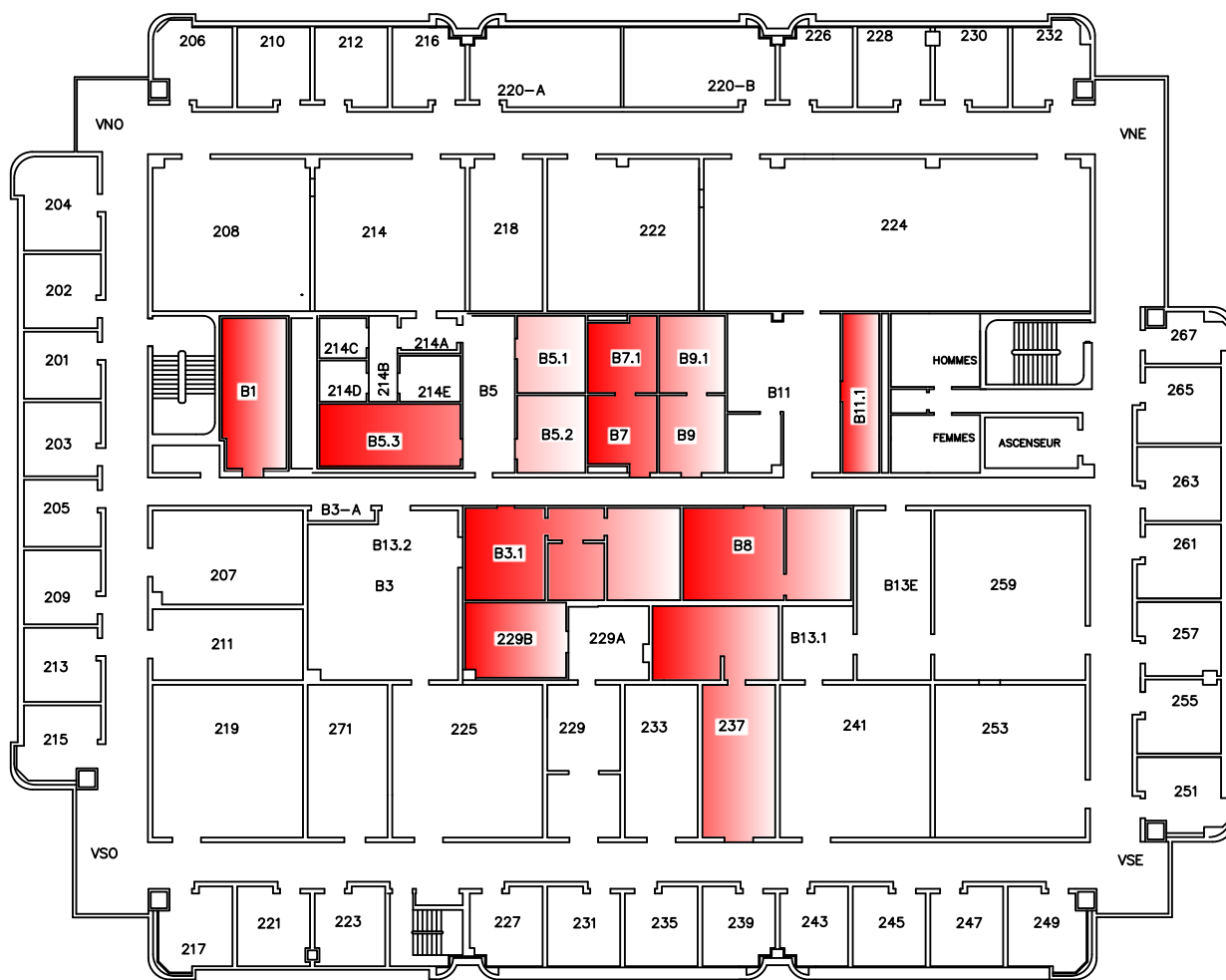
The Contractor will be responsible for keeping the collection areas clean and tidy.



LÉGENDE/LEGEND


Les zones identifiées en rouge sont exclues de l'AO #01B46-18-036.
 The areas identified in red are excluded from RFP #01B46-18-036.

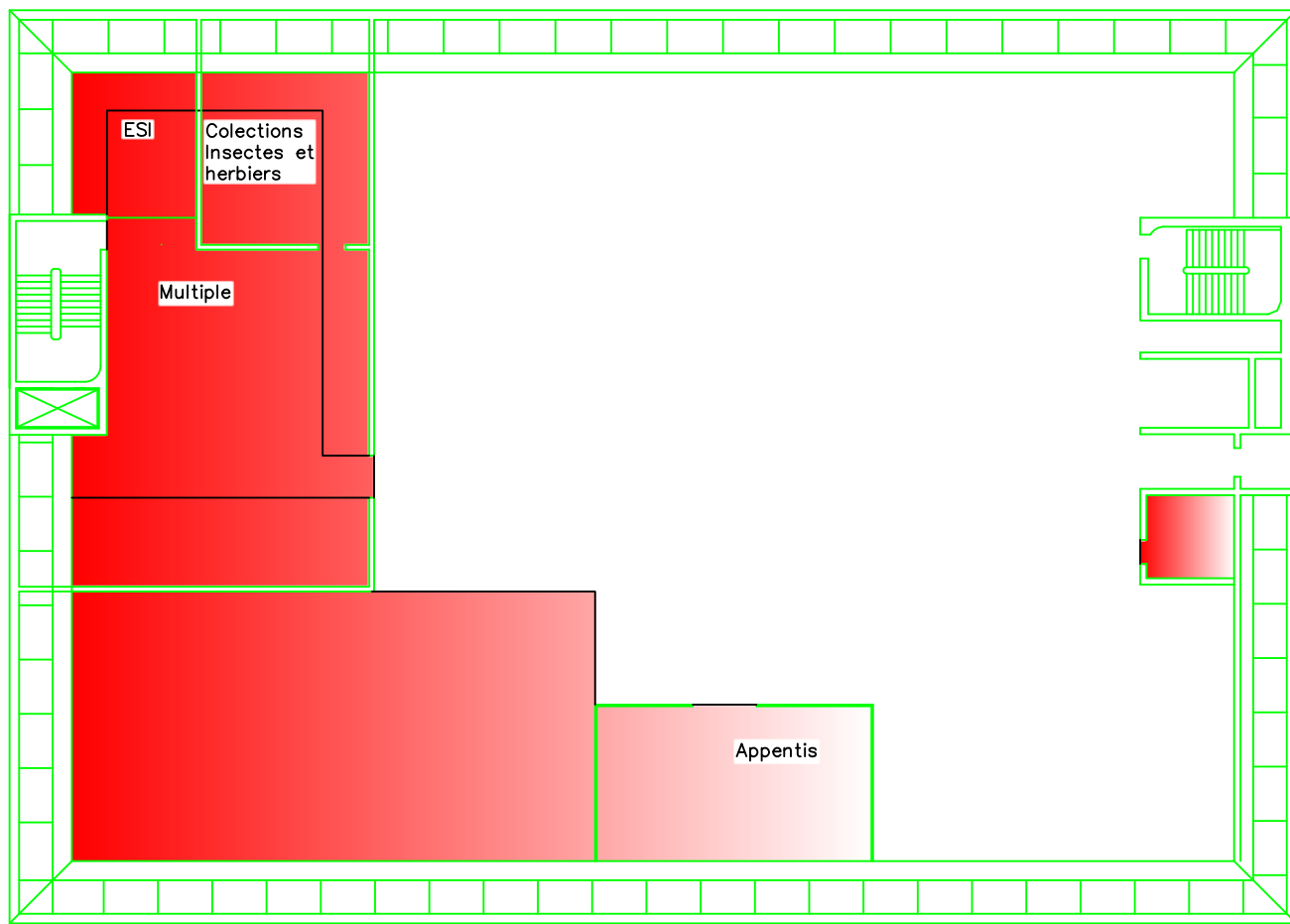
 Agriculture et Agroalimentaire Canada		
Centre de R. & D. en Horticulture Saint-Jean-Sur-Richelieu		
plan des locaux du rez-de-chaussée + serre + sous-sol		
22 janvier 1998	Mise à jour : 25 juillet 2018 par Jérôme Boutin	Fichier: batiment.dwg
Des. par: Ian Gendron	Ver. par: Roger Chagnon, B.Sc.A. Ing.	



LÉGENDE/LEGEND


Les zones identifiées en rouge sont exclues de l'AO #01B46-18-036.
 The areas identified in red are excluded from RFP #01B46-18-036.

 Agriculture et Agroalimentaire Canada	
Centre de R. & D. en Horticulture Saint-Jean-Sur-Richelieu	
Plan des locaux du 1er étage	
22 janvier 1998 Des. par: Ian Gendron	Mise à jour : 25 juillet 2018 par Jérôme Boutin Ver. par: Roger Chagnon, B.Sc.A. Ing.
Fichier: batiment.dwg	



LÉGENDE/LEGEND

Les zones identifiées en rouge sont exclues de l'AO #01B46-18-036.
 The areas identified in red are excluded from RFP #01B46-18-036.

 Agriculture et Agroalimentaire Canada	
Centre de R.& D. en Horticulture Saint-Jean-Sur-Richelieu	
Plan des locaux du 2 ^e étage	
22 janvier 1998 Des. par: Ian Gendron	Mise à jour : 25 juillet 2018 par Jérôme Boutin Ver. par: Roger Chagnon, B.Sc.A. Ing.
Fichier: batiment.dwg	



**APPENDIX C
MAINTENANCE PROGRAM
SAINT-JEAN-SUR-RICHELIEU RESEARCH AND DEVELOPMENT CENTRE (SAINT-JEAN RDC)**

FREQUENCY

**A FIVE DAYS A WEEK
B ONCE A WEEK
C ONCE A MONTH**

**D THREE TIMES A YEAR
E TWICE A YEAR
F ONCE A YEAR**

Hours for regular cleaning operations: Monday to Friday, 1:00 p.m. to 10:00 p.m.

	#	A	B	C	D	E	F	Comments
Floors – Uncarpeted (tile, cushioned vinyl, ceramic, linoleum, battleship linoleum, marmoleum, terrazzo, slate, rubber, wood, painted and epoxy concrete)	- Sweep all uncarpeted floors.	A						
	- Clean all uncarpeted floors except for stairwells.	A						
	- Remove litter from laboratories, offices, workstations and stairwells.	A						
	- Sweep and mop floors of laboratories, offices, workstations and stairwells.		B					
	- Sweep and mop concrete floors.		B					
	- Lift entrance mats and sweep and mop the floor underneath.		B					
	- Remove foot grills, clean recessed pan and replace foot grills.				C			
	- Buff, strip, wax and polish all uncarpeted floors.							F Floors must be buffed and polished on an alternating schedule in January and July.
Floors – Carpeted	- Remove any litter.	A						
	- Cut any loose threads.	A						
	- Clean spills and stains.	A						Identify permanent stains and inform the Project Authority via the logbook - reference SOW section 8.0.
	- Vacuum all carpets.		B					
	- Steam-clean all carpets.							F Carpets must be steam-cleaned on an alternating schedule in January and July.
Entrance Mats	- Vacuum all winter entrance mats.	A						Winter mats must be vacuumed daily from November 1 to April 30.
	- Cut any loose threads.	A						



	- Clean spills and stains (identify permanent stains and inform the Project Authority via the logbook – reference SOW section 8.0).		A					
	- Vacuum all summer entrance mats.			B				Summer mats must be vacuumed once a month from May 1 to October 31.
	- All entrance mats must be steam-cleaned.					D		In January, May and October. The exact dates must be scheduled in advance and approved by the Project Authority.
Entrances, Exits, Lobbies and Reception/Security Areas	- Remove any litter.		A					
	- Empty garbage bins and replace the bin liners when needed.		A					
	- Clean the four glass doors at the main entrance and the two at the rear entrance and their frames, on both sides.		A					Clean the main door and rear door.
	- Clean benches, countertops and counter sides with a damp cloth.		A					
	- Spot-clean display cases, directory board glass, sidelights and walls.		A					
	- Clean doors and sash windows.		A					
	- Dust and clean newspaper display stands and display stands on reception desk.			B				
	- Polish all metals.			B				
	- Dust and clean the welcome screen.			B				
	- Dust and clean wall vents and room identification plaques.				C			
	- Clean all interior glass windows on either side of the main entrance doors and their frames. Clean the sidelights of the rear entrance doors.					C		Clean the windows on either side of the main door and rear door.
	- Dust and clean all horizontal and vertical high surfaces. - Dust shelves and all high surfaces. - Dust and clean radiators, windowsills, doorsills and baseboards.					C		***Tasks to be done before waxing the floor**
Hallways and Corridors	- Remove any litter.		A					
	- Empty garbage bins and replace bin liners.		A					
	- Check blue recycling containers or stations; empty and replace the bags.		A					



	- Spot-clean doors, sash windows, walls, display cases, directory board glass and sidelights.		A						
	- Clean and disinfect the drinking fountains.		A						
	- Clean partition walls on both sides.			B					
	- Dust fire extinguishers and first-aid kits mounted on the walls.			B					
	- Polish all metals.			B					
	- Clean interior and exterior of fire cabinets.				C				
	- Dust and clean wall vents and room identification plaques.				C				
	- Dust and clean all horizontal and vertical high surfaces. - Dust shelves and all high surfaces. - Dust and clean radiators, windowsills, doorsills and baseboards.				C				*** Tasks to be done before waxing the floor ***
	- Vacuum workstation partition walls.							F	Glassed-in area at southeast corner of 1st floor.
Elevators	- Remove any litter from the floor.		A						
	- Clean the interior and exterior of the metal panels.		A						
	- Spot-clean doors, frames, walls and control panels.		A						
	- Scrape and vacuum the elevator door sills and landings.			B					
	- Polish metal with the appropriate product.			B					
Stairwells	- Remove any litter.		A						
	- Clean glass doors and sash windows.		A						
	- Spot-clean walls, doors and sidelights.		A						
	- Dust.			B					
	- Sweep and mop the steps.			B					
	- Polish all metal surfaces.			B					
	- Clean sidelights on both sides of the doors.				C				



	- Dust and clean all horizontal and vertical high surfaces, and remove cobwebs in the corners near the ceiling.				C				
Offices, Workstations, and Meeting and Conference Rooms	- Remove any litter.		A						
	- Empty garbage bins and replace liners.		A						
	- Wipe chair armrests and put chairs back correctly.		A						
	- Dust and clean tables and desks whose surfaces have been cleared of objects; dust and clean sash windows, doors, bookcase glass and glass desks.		A						
	- Remove any marks/fingerprints on the outside of the filing cabinets.			B					
	- Dust and clean the videoconferencing equipment in the conference rooms.			B					One mobile unit (L134 or L138) and one wall unit (L116).
	- Empty blue recycling bins and replace bags as required.			B					
	- Dust and clean all horizontal and vertical high surfaces.					C			
	- Clean table legs and blue recycling bins with a damp cloth.					C			
	- Clean chair legs, doors, sash windows and garbage bins.					C			
	- Vacuum upholstered sofas, chairs and lounge chairs							F	Located in the library on the ground floor.
	- Vacuum workstation partition walls.							F	Located in the library on the ground floor.
Kitchens and Lunchrooms	- Remove any litter.		A						
	- Empty garbage bins and replace liners when needed.		A						
	- Clean tables, chairs, counters, sinks and vending machines.		A						
	- Fill soap and paper towel dispensers.		A						
	- Dust and clean exterior of garbage bins and blue recycling bins, sash windows, doors, exterior of cupboards, refrigerators, microwave ovens, stoves, chairs, and walls up to a height of 1.5 metres.			A					



	- Put chairs back correctly.	A						
	- The contents of the recycling bins must be placed in the rolling bins (blue or orange, depending on the materials).	A						Located in the garage door work area (room 109).
	- Empty and rinse the compost bin and return it to its place. Replace the bags when required.	A						The contents of the bag must be emptied into the green compost barrels located in the garage door work area (room 109).
	- Clean the interior/exterior of garbage bins, the compost bin, recycling bins and doors.	B						
	- Clean sash windows on both sides.	B						
	- Clean the interior/exterior of microwave ovens.	B						
	- Clean the interior/exterior of refrigerators.	B						
Washrooms, Locker Rooms and Shower Stalls	- Remove any litter.	A						
	- Unclog sinks, urinals and drains using a plunger (immediately).	A						If a sink, urinal or drain cannot be unclogged with the plunger, inform the Project Authority.
	- Re-fill hand soap, toilet paper and paper towel dispensers.	A						
	- Empty garbage bins and replace liners when needed.	A						
	- Empty the compostable paper towel bins or replace them with empty bins.	A						Full bins must be taken to the designated location near the garage door work area (room 109).
	- Clean and disinfect toilet bowls (including the base and exterior of the bowl), urinals, exterior/interior of sinks, taps, shower faucets and counters.	A						
	- Remove litter from urinal strainers and replace strainers when required.	A						
	- Clean all mirrors.	A						
	- Polish all metals (lights, dispensers, receptacles).	A						
	- Clean and polish the hand and foot plates on all doors.	A						
	- Remove litter from empty lockers.	A						
	- Clean locker exteriors and benches with a damp cloth.	A						



	- Remove litter from showers and clean drains.		A					
	- Clean and disinfect shower walls with a soap-free detergent.		A					
	- Remove the rubber mats in the showers, wash the floor and put the mats back.		A					
	- Spot-clean doors, walls, partitions and sash windows.		A					
	- Descale toilet bowls and urinals.			B				
	- Clean partitions and doors.			B				
	- Pour a clean bucket of water with odour eliminator down the drains.			B				
	- Clean and disinfect receptacle interiors.				C			
	- Dust and clean all horizontal and vertical high surfaces.				C			
Laboratories	- Remove any litter.		A					
	- Empty garbage bins and replace liners when needed.		A					
	- Spot-clean sash windows and glass doors.		A					
	- Empty blue recycling bins and replace bags as required.			B				
	- Wash and disinfect garbage bins and replace liners.				C			
	- Clean sash windows and glass doors on both sides.				C			
Building Interiors – Miscellaneous	- Remove any litter.		A					
	- Dust artificial plants, remove litter and wash the outside of the pots.				C			
	- Vacuum room 124 and the archive room.				C			
	- Sweep and mop the floor of the compressor room on the ground floor.					E		See floor plan.
	- Sweep and mop the basement floor.					E		See floor plan.
	- Sweep and mop the floor on the 2nd floor.					E		See floor plan.
	- Vacuum mobile vertical filing cabinet tracks in the buildings.					E		

(*These tasks must be organized in advance with the Project Authority or his or her



<i>delegate.)</i>	- Clean the inside of exterior perimeter windows.							E	Exceptions: 45-degree glass roofs above 1st-floor glassed-in area and 2nd-floor laboratories.
	*Clean air vents, diffusers, and intake and exhaust grills in the offices and washrooms.							F	
	* Wipe ceiling fans and fan heaters with a damp cloth.							F	
	- Dust Venetian and vertical blinds.							F	
Building Exteriors (outside entrances, exits, passageways, verandas, steps, concrete platforms, loading docks, spaces up to a distance of 5 metres from the building, and the “Butt Stops,” which are included as long as they are located within 20 metres)	- Clean the windows and the metal frames on both sides of the main entrance.		A						
	- Thoroughly clean doors, including windows and door handles.		A						
	- Spot-clean sidelights.		A						
	- Remove cobwebs.			B					
	- Empty the “Butt Stops” (in front of and on the exterior wall of the garage).			B					
	- Empty garbage bins and replace liners when needed.			B					
	- Clean the windows around the building’s perimeter that can be reached from the ground and are a maximum of 3 metres high.							E	



APPENDIX D BASIS OF PAYMENT (FINANCIAL PROPOSAL)

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

- Prices must exclude all taxes.
- No travel expenses will be covered under this service contract.

2.1 Initial contract period : November 1st 2018 to October 31st 2019

2.1.1 For **regular janitorial work**, scheduled Monday to Friday from 1:00 PM to 10:00 PM as per Appendix B – Statement of Work, excluding Article 13.2 Extra clean-up duties, the Contractor shall be paid in accordance with the following table for work performed as per identified on Appendix C – Maintenance Program.

Zone Name	A Cleanable Area (m ²)	B Monthly hours of work required	C Firm Monthly Cost	D Yearly Cost (C x 12)
Basement Rooms				
Large room	157 m ²	hours	\$	\$
Stairwells	18 m ²	hours	\$	\$
Ground Floor Rooms				
Administration Zone	226.0 m ²	hours	\$	\$
Cafeteria	259.1 m ²	hours	\$	\$
Office	142.41m ²	hours	\$	\$
IT	50.0 m ²	hours	\$	\$
Boardroom	98.5 m ²	hours	\$	\$
Washrooms, entrance & elevator	62.7 m ²	hours	\$	\$
Laboratories/Office	468.7 m ²	hours	\$	\$
Corridors	265.4 m ²	hours	\$	\$
Stairwells	92.7 m ²	hours	\$	\$
Facilities – 1st Floor				
Offices	387.5 m ²	hours	\$	\$
Laboratories	797.0 m ²	hours	\$	\$
Washrooms & Showers	23.3 m ²	hours	\$	\$
Corridors	370.0 m ²	hours	\$	\$
Stairwells	20.3 m ²	hours	\$	\$
Facilities – 2nd Floor				
Large mechanical and storage room	684.6 m ²	hours	\$	\$
TOTAL For regular janitorial work				
	4 105.21 m²	hours	\$	\$

For the Initial contract period, from November 1st 2018 to October 31st 2019:

TOTAL ANNUAL COST _____ **\$ (total column D).**



APPENDIX D BASIS OF PAYMENT (FINANCIAL PROPOSAL)

2.1.2 For extra clean-up duties described under Article 13.2 of Appendix B – Statement of Work, **“As and when requested” cleaning services.**

		General Cleaner
a)	During regular working hours, Monday to Friday, 13 :00 pm to 22 :00 pm	\$ _____ / h
b)	Outside regular working hours, Saturday, Sunday and holidays.	\$ _____ / h

2.1.3 For extra clean-up duties described under Article 13.2 of Appendix B – Statement of Work, **“Emergency cleaning” services.**

		General Cleaner
a)	During regular working hours, Monday to Friday, 13 :00 pm to 22 :00 pm	\$ _____ / h
b)	Outside regular working hours, Saturday, Sunday and holidays.	\$ _____ / h

2.1.4 Contract Adjustment - Cost per square meter

$$\begin{array}{ccccccc}
 \text{_____} \$ & \div & \mathbf{4\ 105.21\ m^2} & = & \text{_____} \$ & \div 12 & = & \$ \text{_____} / \text{m}^2 \\
 \text{Total bid price (column D)} & & \text{Total area to maintain} & & \text{Cost per square meter} & & & \text{Cost per square meter per month}
 \end{array}$$



**APPENDIX D
BASIS OF PAYMENT (FINANCIAL PROPOSAL)**

2.2 Optional Year 1: November 1st 2019 to October 31st 2020

2.2.1 For **regular janitorial work**, scheduled Monday to Friday from 1:00 PM to 10:00 PM as per Appendix B – Statement of Work, excluding Article 13.2 Extra clean-up duties, the Contractor shall be paid in accordance with the following table for work performed as per identified on Appendix C – Maintenance Program.

Zone Name	A Cleanable Area (m²)	B Monthly hours of work required	C Firm Monthly Cost	D Yearly Cost (C x 12)
Basement Rooms				
Large room	157 m ²	hours	\$	\$
Stairwells	18 m ²	hours	\$	\$
Ground Floor Rooms				
Administration Zone	226.0 m ²	hours	\$	\$
Cafeteria	259.1 m ²	hours	\$	\$
Office	142.41m ²	hours	\$	\$
IT	50.0 m ²	hours	\$	\$
Boardroom	98.5 m ²	hours	\$	\$
Washrooms, entrance & elevator	62.7 m ²	hours	\$	\$
Laboratories/Office	468.7 m ²	hours	\$	\$
Corridors	265.4 m ²	hours	\$	\$
Stairwells	92.7 m ²	hours	\$	\$
Facilities – 1st Floor				
Offices	387.5 m ²	hours	\$	\$
Laboratories	797.0 m ²	hours	\$	\$
Washrooms & Showers	23.3 m ²	hours	\$	\$
Corridors	370.0 m ²	hours	\$	\$
Stairwells	20.3 m ²	hours	\$	\$
Facilities – 2nd Floor				
Large mechanical and storage room	684.6 m ²	hours	\$	\$
TOTAL For regular janitorial work	4 105.21 m²	hours	\$	\$

For Optional Year 1, from November 1st 2019 to October 31st 2020:

TOTAL ANNUAL COST _____ \$ (total column D).



APPENDIX D BASIS OF PAYMENT (FINANCIAL PROPOSAL)

2.2.2 For extra clean-up duties described under Article 13.2 of Appendix B – Statement of Work, **“As and when requested” cleaning services.**

		General Cleaner
a)	During regular working hours, Monday to Friday, 13 :00 pm to 22 :00 pm	\$ _____ / h
b)	Outside regular working hours, Saturday, Sunday and holidays.	\$ _____ / h

2.2.3 For extra clean-up duties described under Article 13.2 of Appendix B – Statement of Work, **“Emergency cleaning” services.**

		General Cleaner
a)	During regular working hours, Monday to Friday, 13 :00 pm to 22 :00 pm	\$ _____ / h
b)	Outside regular working hours, Saturday, Sunday and holidays.	\$ _____ / h

2.2.4 Contract Adjustment - Cost per square meter

$$\begin{array}{ccccccc}
 \text{_____} \$ & \div & \mathbf{4\ 105.21\ m^2} & = & \text{_____} \$ & \div 12 & = & \$ \text{_____} / \text{m}^2 \\
 \text{Total bid price (column D)} & & \text{Total area to maintain} & & \text{Cost per square meter} & & & \text{Cost per square meter per month}
 \end{array}$$



**APPENDIX D
BASIS OF PAYMENT (FINANCIAL PROPOSAL)**

2.3 Optional Year 2: November 1st 2020 to October 31st 2021

2.3.1 For **regular janitorial work**, scheduled Monday to Friday from 1:00 PM to 10:00 PM as per Appendix B – Statement of Work, excluding Article 13.2 Extra clean-up duties, the Contractor shall be paid in accordance with the following table for work performed as per identified on Appendix C – Maintenance Program.

Zone Name	A Cleanable Area (m²)	B Monthly hours of work required	C Firm Monthly Cost	D Yearly Cost (C x 12)
Basement Rooms				
Large room	157 m ²	hours	\$	\$
Stairwells	18 m ²	hours	\$	\$
Ground Floor Rooms				
Administration Zone	226.0 m ²	hours	\$	\$
Cafeteria	259.1 m ²	hours	\$	\$
Office	142.41m ²	hours	\$	\$
IT	50.0 m ²	hours	\$	\$
Boardroom	98.5 m ²	hours	\$	\$
Washrooms, entrance & elevator	62.7 m ²	hours	\$	\$
Laboratories/Office	468.7 m ²	hours	\$	\$
Corridors	265.4 m ²	hours	\$	\$
Stairwells	92.7 m ²	hours	\$	\$
Facilities – 1st Floor				
Offices	387.5 m ²	hours	\$	\$
Laboratories	797.0 m ²	hours	\$	\$
Washrooms & Showers	23.3 m ²	hours	\$	\$
Corridors	370.0 m ²	hours	\$	\$
Stairwells	20.3 m ²	hours	\$	\$
Facilities – 2nd Floor				
Large mechanical and storage room	684.6 m ²	hours	\$	\$
TOTAL For regular janitorial work				
	4 105.21 m²	hours	\$	\$

For Optional Year 2, from November 1st 2020 to October 31st 2021:

TOTAL ANNUAL COST _____ \$ (total column D).



APPENDIX D BASIS OF PAYMENT (FINANCIAL PROPOSAL)

2.3.2 For extra clean-up duties described under Article 13.2 of Appendix B – Statement of Work, **“As and when requested” cleaning services.**

		General Cleaner
a)	During regular working hours, Monday to Friday, 13 :00 pm to 22 :00 pm	\$ _____ / h
b)	Outside regular working hours, Saturday, Sunday and holidays.	\$ _____ / h

2.3.3 For extra clean-up duties described under Article 13.2 of Appendix B – Statement of Work, **“Emergency cleaning” services.**

		General Cleaner
a)	During regular working hours, Monday to Friday, 13 :00 pm to 22 :00 pm	\$ _____ / h
b)	Outside regular working hours, Saturday, Sunday and holidays.	\$ _____ / h

2.3.4 Contract Adjustment - Cost per square meter

$$\begin{array}{ccccccc}
 \text{_____} \$ & \div & \mathbf{4\ 105.21\ m^2} & = & \text{_____} \$ & \div 12 & = & \$ \text{_____} / \text{m}^2 \\
 \text{Total bid price (column D)} & & \text{Total area to maintain} & & \text{Cost per square meter} & & & \text{Cost per square meter per month}
 \end{array}$$



**APPENDIX D
BASIS OF PAYMENT (FINANCIAL PROPOSAL)**

2.4 Optional Year 3: November 1st 2021 to October 31st 2022

2.4.1 For **regular janitorial work**, scheduled Monday to Friday from 1:00 PM to 10:00 PM as per Appendix B – Statement of Work, excluding Article 13.2 Extra clean-up duties, the Contractor shall be paid in accordance with the following table for work performed as per identified on Appendix C – Maintenance Program.

Zone Name	A Cleanable Area (m²)	B Monthly hours of work required	C Firm Monthly Cost	D Yearly Cost (C x 12)
Basement Rooms				
Large room	157 m ²	hours	\$	\$
Stairwells	18 m ²	hours	\$	\$
Ground Floor Rooms				
Administration Zone	226.0 m ²	hours	\$	\$
Cafeteria	259.1 m ²	hours	\$	\$
Office	142.41m ²	hours	\$	\$
IT	50.0 m ²	hours	\$	\$
Boardroom	98.5 m ²	hours	\$	\$
Washrooms, entrance & elevator	62.7 m ²	hours	\$	\$
Laboratories/Office	468.7 m ²	hours	\$	\$
Corridors	265.4 m ²	hours	\$	\$
Stairwells	92.7 m ²	hours	\$	\$
Facilities – 1st Floor				
Offices	387.5 m ²	hours	\$	\$
Laboratories	797.0 m ²	hours	\$	\$
Washrooms & Showers	23.3 m ²	hours	\$	\$
Corridors	370.0 m ²	hours	\$	\$
Stairwells	20.3 m ²	hours	\$	\$
Facilities – 2nd Floor				
Large mechanical and storage room	684.6 m ²	hours	\$	\$
TOTAL For regular janitorial work				
	4 105.21 m²	hours	\$	\$

For Optional Year 3, from November 1st 2021 to October 31st 2022:

TOTAL ANNUAL COST _____ \$ (total column D).



APPENDIX D BASIS OF PAYMENT (FINANCIAL PROPOSAL)

2.4.2 For extra clean-up duties described under Article 13.2 of Appendix B – Statement of Work, **“As and when requested” cleaning services.**

		General Cleaner
a)	During regular working hours, Monday to Friday, 13 :00 pm to 22 :00 pm	\$ _____ / h
b)	Outside regular working hours, Saturday, Sunday and holidays.	\$ _____ / h

2.4.3 For extra clean-up duties described under Article 13.2 of Appendix B – Statement of Work, **“Emergency cleaning” services.**

		General Cleaner
a)	During regular working hours, Monday to Friday, 13 :00 pm to 22 :00 pm	\$ _____ / h
b)	Outside regular working hours, Saturday, Sunday and holidays.	\$ _____ / h

2.2.4 Contract Adjustment - Cost per square meter

$$\begin{array}{ccccccc}
 \underline{\hspace{2cm}} & \$ & \div & \underline{\mathbf{4\ 105.21\ m^2}} & = & \underline{\hspace{2cm}} & \$ \div 12 = \$ \underline{\hspace{2cm}} / \text{m}^2 \\
 \text{Total bid price (column D)} & & & \text{Total area to maintain} & & \text{Cost per square meter} & \text{Cost per square meter per month}
 \end{array}$$



**APPENDIX D
BASIS OF PAYMENT (FINANCIAL PROPOSAL)**

2.5 Optional Year 4: November 1st 2022 to October 31st 2023

2.5.1 For **regular janitorial work**, scheduled Monday to Friday from 1:00 PM to 10:00 PM as per Appendix B – Statement of Work, excluding Article 13.2 Extra clean-up duties, the Contractor shall be paid in accordance with the following table for work performed as per identified on Appendix C – Maintenance Program.

Zone Name	A Cleanable Area (m²)	B Monthly hours of work required	C Firm Monthly Cost	D Yearly Cost (C x 12)
Basement Rooms				
Large room	157 m ²	hours	\$	\$
Stairwells	18 m ²	hours	\$	\$
Ground Floor Rooms				
Administration Zone	226.0 m ²	hours	\$	\$
Cafeteria	259.1 m ²	hours	\$	\$
Office	142.41m ²	hours	\$	\$
IT	50.0 m ²	hours	\$	\$
Boardroom	98.5 m ²	hours	\$	\$
Washrooms, entrance & elevator	62.7 m ²	hours	\$	\$
Laboratories/Office	468.7 m ²	hours	\$	\$
Corridors	265.4 m ²	hours	\$	\$
Stairwells	92.7 m ²	hours	\$	\$
Facilities – 1st Floor				
Offices	387.5 m ²	hours	\$	\$
Laboratories	797.0 m ²	hours	\$	\$
Washrooms & Showers	23.3 m ²	hours	\$	\$
Corridors	370.0 m ²	hours	\$	\$
Stairwells	20.3 m ²	hours	\$	\$
Facilities – 2nd Floor				
Large mechanical and storage room	684.6 m ²	hours	\$	\$
TOTAL For regular janitorial work	4 105.21 m²	hours	\$	\$

For Optional Year 4, from November 1st 2022 to October 31st 2023:

TOTAL ANNUAL COST _____ **\$ (total column D).**



APPENDIX D BASIS OF PAYMENT (FINANCIAL PROPOSAL)

2.5.2 For extra clean-up duties described under Article 13.2 of Appendix B – Statement of Work, “**As and when requested**” cleaning services.

		General Cleaner
a)	During regular working hours, Monday to Friday, 13 :00 pm to 22 :00 pm	\$ _____ / h
b)	Outside regular working hours, Saturday, Sunday and holidays.	\$ _____ / h

2.5.3 For extra clean-up duties described under Article 13.2 of Appendix B – Statement of Work, “**Emergency cleaning**” services.

		General Cleaner
a)	During regular working hours, Monday to Friday, 13 :00 pm to 22 :00 pm	\$ _____ / h
b)	Outside regular working hours, Saturday, Sunday and holidays.	\$ _____ / h

2.5.4 Contract Adjustment - Cost per square meter

$$\begin{array}{ccccccc}
 \text{_____} \$ & \div & \mathbf{4\ 105.21\ m^2} & = & \text{_____} \$ & \div 12 & = & \$ \text{_____} / \text{m}^2 \\
 \text{Total bid price (column D)} & & \text{Total area to maintain} & & \text{Cost per square meter} & & & \text{Cost per square meter per month}
 \end{array}$$



APPENDIX D BASIS OF PAYMENT (FINANCIAL PROPOSAL)

2.6 GRAND TOTAL for the performance of regular work.

Contractual periods	Total Cost
TOTAL YEARLY COST- Initial period : November 1st 2018 to October 31st 2019	_____ \$
TOTAL YEARLY COST – Optional Year 1: November 1st 2019 to October 31st 2020	_____ \$
TOTAL YEARLY COST – Optional Year 2: November 1st 2020 to October 31st 2021	_____ \$
TOTAL YEARLY COST – Optional Year 3: November 1st 2021 to October 31st 2022	_____ \$
COÛT ANNUEL TOTAL – Optional Year 4: November 1st 2022 to October 31st 2023	_____ \$
GRAND TOTAL for 5 years	_____ \$ *All prices to exclude taxes

Signed at: _____ this _____ day of _____ 2018
(City and Province)

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

Name of bidder: _____

Bidder's Position: _____

Bidder's Signature: _____

Date: _____



APPENDIX E EVALUATION PROCEDURES & CRITERIA

1.0 METHOD OF SELECTION – HIGHEST COMBINED SCORE OF TECHNICAL MERIT AND PRICE (ONCE MANDATORY REQUIREMENTS AND TECHNICAL REQUIREMENTS HAVE BEEN MET)

It is essential that the elements contained in the Proposal be stated in a clear manner and in sufficient depth to allow a fair assessment by AAC's evaluation team.

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders' responses to the RFP.
- 1.3 To be considered Compliant, a Proposal Must:
 - 1- Meet all the mandatory requirements specified in section 2.0 below;
 - 2- Achieve a total minimum score of 60% (60 points) in each technical point rated requirement as set out in section 3.0 below.
- 1.4 The Bidder acknowledges and agrees that Canada will not be 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.
- 1.5 The selection of the responsive Proposal will be made on the basis of the **HIGHEST COMBINED SCORE** for both the technical and financial proposals. The combined scores will be determined by adding the technical and financial points obtained.

The Bidders' Technical and Financial proposals will be scored separately. An Overall Proposal Score will be determined by combining a Bidder's Technical Proposal Score and Financial Proposal Score in accordance with the following weights:

Technical Proposal =	40 %
Financial Proposal =	60 %
Overall Proposal =	100 %

Formula:

$$\frac{\text{Technical Score} \times \text{Ratio (40)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (60)}}{\text{Bidder's Price}} = \text{Overall Score}$$

- 1.6 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.7 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).
- 1.8 The Bidders will be ranked according to the combined financial and technical score. The Bidder with the highest combined will be awarded the contract.
- 1.9 In the event two or more responsive proposals receive the same combined score, the proposal with the **highest technical score** will be ranked higher.



2.0 MANDATORY REQUIREMENTS

Failure to comply with any of the mandatory requirements will render the Proposal non-compliant and the Proposal will receive no further consideration. The mandatory requirements will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.

Mandatory requirement #1 – Site Visit

Attend the Mandatory Site Visit in accordance with Part 1 – Bidder Instructions, Section 10.

Mandatory requirement #2 – Minimum monthly hours of cleaning

Agriculture and Agri-Food Canada (AAFC) requires a minimum of cleaning service hours per 24 hour period between Monday and Friday. The bidder's Financial Proposal must reflect this requirement by indicating a **total of at least 300 hours in every column "B" of Appendix D - Basis of Payment**, under *Total for regular work* (monthly).

3.0 POINT RATED REQUIREMENTS

Points will be awarded based on the degree to which the information/material demonstrates the Bidder's capability to perform and successfully carry-out the requirement described in this Request for Proposal.

It is suggested that these criteria be addressed in sufficient depth in the proposal. Items not addressed will be given a score of zero. Proposals will be evaluated solely on their content. Information referred to, but not provided as a paper copy (such as information on an Internet website) will not be evaluated as it could be changed after the closing date.

Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be "demonstrated" for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**

A minimum of 60 % per criteria is requested to be compliant with the proposal.

Point Rated Requirement # 1

Corporate Experience (100 points max. / 60 points minimum)

The bidder should possess relevant corporate experience. To demonstrate this, the proponent is to:

1. Provide the name and full address of three (3) clients with whom the bidder is (or has been) contractually committed to within the last ten (10) years, as well as the complete contact info (name and phone number) of the client's contract manager at these locations **(maximum 30 POINTS)**;
2. Identify the period during which the Contractor provided services to each of the three (3) organizations named above (start date and end date). AAFC will evaluate the extent of janitorial cleaning experience bidder possesses to this day **(maximum 15 POINTS)**;
3. Provide the type of operating environment in which the the bidder has worked (e.g. production plant, office space, medical facility, etc.) by identifying the client's name (organization), as well as the time and the location, as per identified in points 1 and 2 **(maximum 15 POINTS)**;



4. Identify the types and extent of janitorial services the bidder has provided to the three (3) organizations identified in 1. **(maximum 15 POINTS)**;
5. Identify the surface area involved in the janitorial services rendered by the bidder to the three (3) designated organizations **(maximum de 15 POINTS)**.

4.0 FINANCIAL PROPOSAL

The Bidder must complete and sign Appendix D - Basis of Payment. **The rates submitted in the offer shall be in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded FOB destination, Canadian custom duties and excise taxes included.**

5.0 BEST VALUE SELECTION PROCESS

The bidders will be ranked according to the overall score obtained for the financial and technical proposals. The bidder whose proposal receives the highest overall score will be awarded the contract.

An **example** is as follows:

Technical = worth 60% of overall score
 Pass Mark = 60% for each criterion
 Financial = worth 40 %of overall score

At Selection Stage, the proposal with the highest technical score (assuming higher than pass mark) receives a full 60 %. All lower scoring proposals that passed are then prorated accordingly.

In similar fashion, the lowest priced proposal for the financial portion that achieved a pass mark receives a full 40 % for the first price component. All higher priced proposals are again prorated.

The total of all two components are then added to provide the overall score; the proposal with the highest overall score will be awarded a contract.

Assuming these four (4) bids met the Mandatory Criteria and were point rated against their Technical content. All were above 60 % for each criterion.

	<u>BID #1</u>	<u>BID #2</u>	<u>BID #3</u>	<u>BID #4</u>
Tech. score in % =	64	62	57	56
Price =	\$23,750	\$17,000	\$19,250	\$14,750

Calculations:

Bid 1

Full marks for best technical			=	60 %
Price	$\frac{14,750}{23,750}$	X	40 %	= 24.84 %
				TOTAL 84.84 %

Bid 2

Technical	$\frac{62}{64}$	X	60 %	= 58.13 %
Price	$\frac{14,750}{23,750}$	X	40 %	= 34.71 %



\$17,000

TOTAL 92.84%

Bid 3

Technical	$\frac{57}{64}$	X	60 %	=	53.44 %
Price	$\frac{\$14,750}{\$19,250}$	X	40 %	=	30.65 %

TOTAL 84.09 %

Bid 4

Technical	$\frac{56}{64}$	X	60 %	=	52.5%
Price 1	Full marks for lowest price			=	40 %

TOTAL 92.5 %

The winner with the highest combined score would be Bid #2



APPENDIX F 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: _____

Name

Signature

Date



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.

Name

Signature

Date

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".

Name

Signature

Date

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.

Name

Signature

Date



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.

Name

Signature

Date

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.

_____ Name

_____ Signature

_____ Date



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.

Name

Signature

Date



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.

Name

Signature

Date

I) INTEGRITY PROVISIONS

1. Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the procurement process, the Supplier must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
 - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;



- c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Certification:

I _____ (Suppliers name) understand that any information I submit in order for the department to confirm my eligibility to receive a contract may be shared and used by AAFC and /or PSPC as part of the validation process, and the results of verification may be publicly disseminated. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

Name

Signature

Date