

REQUEST FOR QUOTATION

For

Janitorial Services

Agriculture and Agri-Food Canada
Scott Research Farm
SCOTT, SK

Tender Notice # 01R11-19-C012

Contracting Authority:
Agriculture and Agri-Food Canada

Back of Cover Page

The purpose of this Request for Quotation (RFQ) is to invite qualified and experienced vendors to submit a quotation to provide Janitorial Services at Agriculture and Agri-Food Canada (AAFC), Scott Research Farm located at 7 Street Highway 374 in SCOTT, Saskatchewan.

1. Requests for Explanations

Direct requests for explanations to:

Melissa Smith, Senior Contracting Officer
Email: melissa.smith3@canada.ca

Any request for explanations regarding this Request for Quotation (RFQ), must be submitted, in writing, to the above on or before 12:00 pm local Regina time, Thursday, October 18, 2018. Oral explanations or instructions given will not be binding. Any enquiries received after this time will not be answered.

Any relevant questions and the answers will be posted on the Government Electronic Tendering System (GETS) Buy and Sell.

2. Modifications

Canada reserves the right to revise or amend this RFQ prior to the submission deadline. Such revisions or amendments, if any, will be announced by addendum or addenda.

3. RFQ Submission Deadline

Submissions will be received up to **2:00 P.M., LOCAL REGINA TIME, TUESDAY, OCTOBER 30, 2018** addressed to and labelled as follows:

**AGRICULTURE AND AGRI-FOOD CANADA
MELISSA SMITH, SENIOR CONTRACTING OFFICER
WESTERN SERVICE CENTRE
300 - 2010 12TH AVENUE
REGINA SK S4P 0M3**

RFQ # 01R11-19-C012 - JANITORIAL SERVICES, SCOTT, SK

Late submissions will not be considered and will be returned unopened. It is the responsibility of any company or individual to ensure their submission is received by the submission deadline.

4. Electronic Submissions

Telegraphic, facsimile, computer disc or electronic mail submissions will not be considered.

5. Payment for Submissions

No payment will be made for a submission in response to this RFQ.

6. Taxes

The Harmonized Sales Tax (HST), Goods and Services Tax (GST) and Provincial Sales Tax (PST) are not to be considered an applicable tax for the purposes of this RFQ.

7. Rejection of Submissions

Canada reserves the right to reject any and all submissions when such rejection is in the interest of Canada.

8. Reference Documents

The following Appendices are enclosed:

- A - General Conditions and Additional Terms and Conditions
- B - Statement of Work
- C - Contractor Responsibility
- D - AAFC Responsibility
- E - Mandatory Requirements
- F - Submission Format
- G - Evaluation Method
- H - Certification Requirements
- I - Bid Document
- J - Minimum Cleaning Standards

9. Contract Period

1. The initial term of the Contract will be for a **one (1) year** period with the option of extending the contract by up to **four (4) additional one (1) year periods** under the same terms and conditions.

2. Option to Extend Contract

The Offeror grants to Canada the irrevocable option to extend the period of the Contract by **four (4) additional one (1) year** periods under the same terms and conditions.

The Offeror agrees that during the extended period of the Contract, the rates and prices will be in accordance with the provisions of the Contract.

Canada is not obliged to exercise any option period(s).

Canada may exercise this option by sending a written amendment to the Offeror at least 30 calendar days prior to the Contract Expiry date.

10. Contracting Authority

The Contracting Authority for the Resulting Contract will be:

Melissa Smith, Senior Contracting Officer
Agriculture and Agri-Food Canada
Western Service Centre
300 - 2010 12th Avenue
REGINA SK S4P 0M3

Telephone No.: (306) 523-6545; Facsimile No.: (306) 780-5018
Email Address: melissa.smith3@canada.ca

PAGE LEFT BLANK INTENTIONALLY

GC1. Interpretation

1.1 In the contract,

“**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;

“**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;

“**Minister**” means the Minister of Agriculture and Agri-Food Canada or anyone authorized;

“**Party**” means Canada, the Contractor, or any other signatory to the contract and “**Parties**” means all of them;

“**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 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 etc., 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.

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 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 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 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 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 required so the representatives of Canada may 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.

ADDITIONAL TERMS AND CONDITIONS

1 Post Award / Kick-off Meeting

At the discretion of the Facility Manager, the Contractor may be required to attend a Post contract award / kick-off meeting to ensure all parties have a good understanding of the Minimum Cleaning Standards (Appendix J), inspection frequency, documentation and management, and responsibility with respect to any required corrective actions.

2 Site Orientation

A walk through orientation may be provided by the Facility Manager prior to the commencement of any work. This walk through serves to facilitate the familiarization of the building layout and where specific safety devices such as emergency showers, eyewash stations, First Aid Kits, MSDS binders and fire extinguishers are located.

The walk through will include where all building exits are located and where the muster point is located in the event of an emergency situation.

The walk through will include providing the Contractor with all information required to perform the duties.

3 Security

- .1 Prior to Contract award, the Contractor's personnel requiring access to the work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, granted or approved by Agriculture and Agri-Food Canada.

Each of the proposed staff, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (TBS 330-23E) upon request from Canada. AAFC will submit the names of the people proposed to do the work, as required in the mandatory section, to Government of Canada's Security Office to undergo screening for Reliability security clearances. The security clearance procedure will include fingerprinting and credit checks.

No Contractor's personnel shall be allowed on site until clearances have been established.

- .2 Only resources of the Contractor will be allowed into the buildings during 'Scheduled hours of Work'.
- .3 Access to the site outside of the 'Scheduled hours of work' specified herein must be approved by the Facility Manager.
- .4 The Contractor shall not allow any unauthorized people into the building under any circumstances.

- .5 Necessary access cards and/or keys will be issued to the Contractor's security cleared resources and must be fully protected at all times. If / when any Resource's access card and/or key is misplaced or lost, the Contractor shall notify the Facility Manager immediately and a replacement will be issued. The Contractor WILL NOT duplicate access cards or keys.

The Contractor must account for all access cards and keys issued and **return upon cessation of the Contract.**

- .6 The Contractor shall be responsible for keeping all 'locked doors' closed and locked during 'Scheduled hours of work' and ensure all doors are securely closed and locked upon completion of duties.
- .7 Any Resource that breaches any of the Security Clauses in this Contract will result in immediate cancellation of the Resource's access card(s) and / or key(s) and the Contractor will be required to replace that resource.

4 Publicity

- .1 The Contractor is not permitted to display any public ceremony; erect or permit the erection of any sign or advertising in connection with the work required under this contract
- .2 The Contractor may post notices to indicate the equipment is out of service or for repairs. Such notices shall not indicate the Contractor's name or contain advertising.

5 Safety

- .1 The Facility Manager reserves the right to have equipment judged unsafe. The Contractor shall take such equipment out of service and repair or replace such items.
- .2 Machinery and equipment must not block a passageway, or present a trip hazard.
- .3 Caution signs must be placed adjacent to the affected area on all approaches.
- .4 No propane powered equipment shall be used OR brought on site

- 6** The Contractor shall ensure that all applicable **personal protective equipment (PPE)** is used.

7 Space Assigned

- .1 The Contractor will be provided the required amount of space for the storage of equipment and supplies and will be responsible to keep the assigned space clean.
- .2 Supply shelves are to be maintained in a clean and orderly state.

- .3 Wash area will be maintained in a clean fashion
 - i. Sinks must be kept clean and free of any dirt or debris
 - ii. Faucets must be clean and polished
 - iii. Persistent leakage will be reported to Facility Manager
- .4 The Contractor may park their vehicles in the main employee parking lot only.

8 Quality

- .1 All work under the contract shall be carried out to the satisfaction of / and inspected by the Facility Manager, who will be the judge of the adequacy and completeness of the work. Inspections will be based on the Statement of Work and Minimum Cleaning Standards herein.
- .2 Work will be reviewed on an ongoing basis and deficiencies will be reviewed with the Contractor or his representative as required. Any deficiencies noted must be rectified within 10 days.
- .3 In case of ongoing deficiencies, a letter of complaint, detailing these deficiencies, will be forwarded to the Contractor by the Contracting Authority. If these deficiencies are not remedied to Canada's satisfaction within a reasonable period time, as AAFC may specify in its letter of complaint, Canada may terminate the Contract for just cause, and AAFC may deliver a further letter to the Contractor from AAFC's legal department detailing any additional legal action that may or will be taken.

9 Contractor's Resources

- .1 The Contractor must ensure that at least one (1) person who can communicate effectively in English is on site whenever cleaning staff are on site.
- .2 Under no circumstances does the Contractor regulate work on other projects from the work site or utilize assigned space as a general office. No business other than that which relates directly to the work site will be permitted.
- .3 The Department will not be responsible for damage to the Contractor's supplies, materials, or equipment in the building nor the Contractor's Resources personal belongings brought into the building.

10 Miscellaneous

- .1 The Contractor and / or its resources shall report any maintenance work required to buildings, floor finishes, heating systems, plumbing and any architectural, mechanical or electrical deficiencies to the Facility Manager.
- .2 The Contractor will report any visible signs of pests and will remove any dead rodents and insects.

- .3 The Contractor will not use insecticides or insect spray of any kind unless written authorization is received from the Facility Manager.
- .4 Any changes required to the 'scheduled hours of work' must be pre-approved by the Facility Manager.
- .5 The Contractor will ensure all doors between all rooms are kept closed during and after cleaning.
- .6 The Contractor shall ensure all lights are turned 'off' upon completion of duties.
- .7 Any refuse bag labelled as containing '*hazardous waste*' will be disposed of by AAFC employees.
- .8 At least one (1) week prior to the completing any Bi-annual or Annual duties, the Contractor must provide the Facility Manger with written notice.

11 Materials & Workplace Hazardous - Materials Information System (WHMIS) Compliance

Upon request by the Facility Manager, the Contractor must provide proof of up-to-date **WHMIS** training for all employees working on site.

- .1 The Contractor shall use as many low toxicity / environmentally friendly products as practical (use products displaying the Environmental Choice Program Certification Eco-logo). Samples of Controlled Products may be required for WHMIS Compliance testing to ensure that all materials used meet the Canadian General Standards Board Qualified Products criteria.
- .2 The Contractor shall ensure that, where substances classified as controlled products under the Control Products Regulations are to be used in Crown-owned facilities that their resources receive appropriate training as per Provincial / Federal Regulations and the WHMIS.
- .3 The Contractor shall ensure that all controlled products are identified to the Facility Manager. Where controlled products are to be used at Federal occupied facilities the Facility Manager will have the authority to review all work to be performed, and where applicable, stop contract work related to the use of controlled products until safety and health concerns are resolved.
- .4 The Contractor must advise the Facility Manager when controlled products are to be brought into Crown-owned or occupied facilities. Material Safety Data Sheets (MSDS), for all controlled products stored or used on site, are to be in a conspicuous WHMIS binder in the assigned Janitor's Room.
- .5 All containers brought into Crown-owned facilities containing controlled products must be labeled in accordance with WHMIS regulations. The Contractor shall ensure that no

down the drain disposal for controlled waste liquids will occur. MSDS instructions for product disposal must be followed at all times.

- .6 All Cleaning products must be biodegradable, phosphate-free, odorless / low odor, low volatile organic compounds products for all general purpose cleaning. All cleaning products used must meet the Environmental Choice Program Certification (“Eco-Logo”) criteria or equivalent. These products must be supplied at no extra cost.
- .7 All paper products must contain a minimum of 10% post-consumer recycled fibers or equivalent. All products used must meet Environmental Choice Program Certification (“Eco-Logo”) criteria or equivalent. These products must be supplied at no extra cost.

12 Insurance

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 coverage is at the Contractor's expense, and for its own benefit and protection.

- 13** Part II of the Canada Labour Code is in effect at the time of award and is subject to change / revision. The latest edition shall be enforced during the term of the Contract.

- 14** Upon request the Contractor shall furnish the Facility Manager with a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the more stringent of the Federal and Provincial Occupational Health and Safety Acts.

15 Workers' Compensation

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

PAGE LEFT BLANK INTENTIONALLY

STATEMENT OF WORK

APPENDIX B

The Contractor will be required to provide Janitorial services as described herein.

Janitorial services to be performed during the following '**Scheduled Work Hours**':

- Weekdays between 5:00 pm and 11:00 pm
- Weekends between 5:00 pm Friday and 11:00 pm Sunday

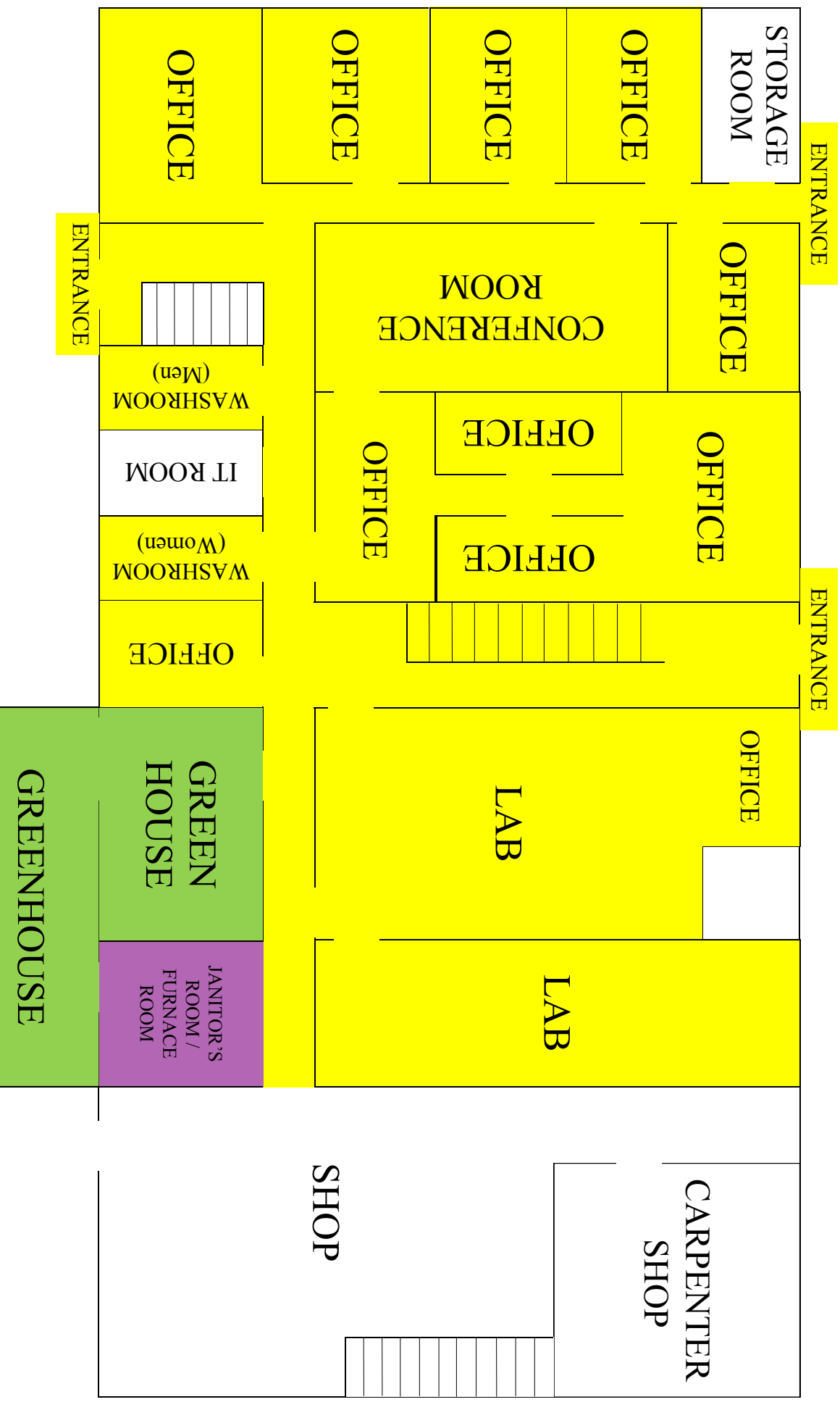
This is a non-smoking, scent free facility

OFFICE BUILDING - Main Floor and 2nd Floor

AGRONOMY ROOM / COFFEE ROOM / CONFERENCE ROOM / ENTRANCES (3) / LABS (2)
/ OFFICES (13) / WASHROOMS (4)

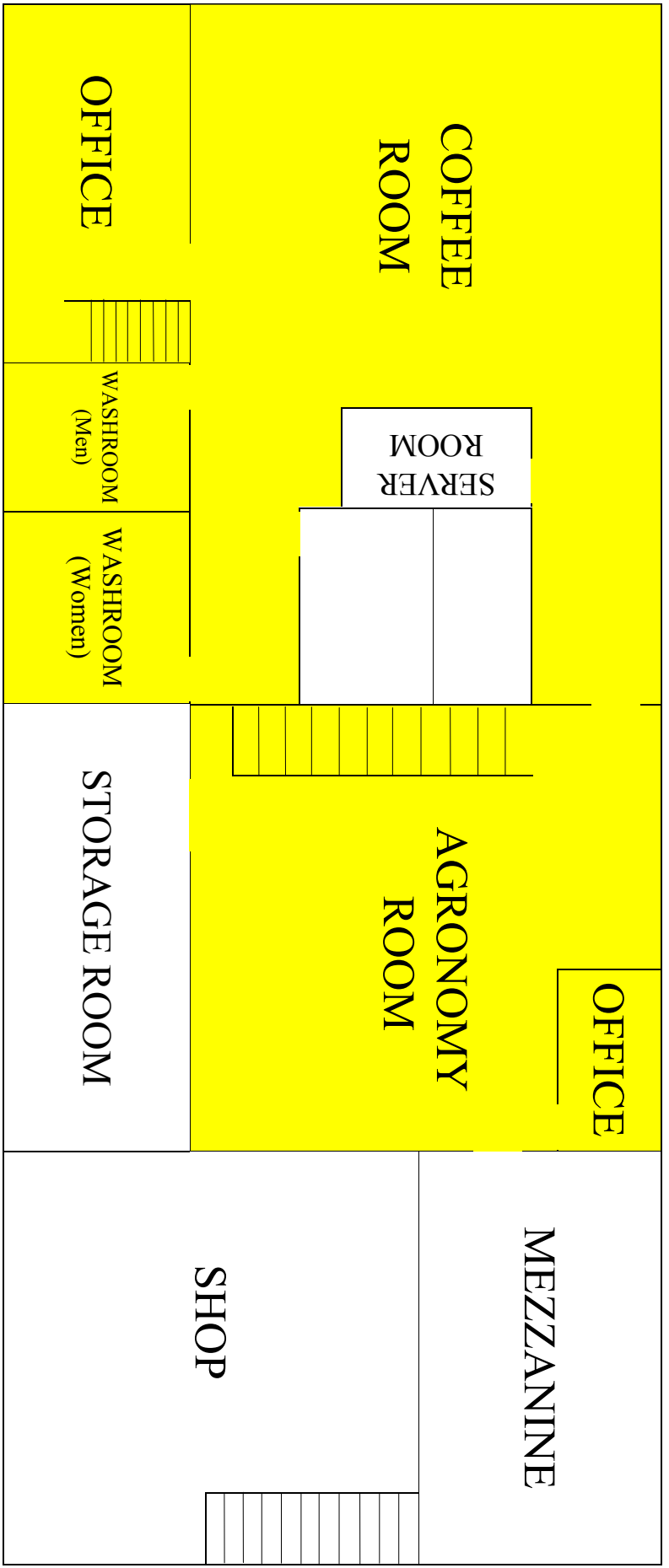
OFFICE BUILDING - 1st Floor

June 11, 2018



OFFICE BUILDING - 2nd Floor

June 11, 2018



1. DAILY (Weekdays) excluding Statutory Holidays

1. Empty all garbage cans and replace bags when used or soiled
2. Empty all Paper Recycle Containers and dispose of at Recycling Depot
3. Sweep all vinyl floors and flights of stairs
4. COFFEE ROOM
 - a) Clean and disinfect sink
 - b) Damp wipe all countertops and tables
 - c) Wash floor
5. WASHROOMS (4)
 - a) Clean and disinfect all counters, dispensers, shelves, sinks, taps, toilet and urinals
 - b) Clean and disinfect all sanitary napkin disposal receptacles
 - c) Clean and polish all mirrors
 - d) Clear any blockages from sink drains, toilets and urinals
- If unable to fix, report to the Facility Manager immediately
 - e) Empty garbage can and replace bag when used or soiled
 - f) Remove and replace all used bags in sanitary napkin disposal receptacles
 - g) Replace / replenish all consumables as required

2. WEEKLY

1. Clean and polish all interior windows in all Entrances doors
2. Damp mop all vinyl floors and flights of stairs
3. Vacuum and spot clean all carpets and entrance mats
4. COFFEE ROOM
 - a) Clean and disinfect sink
 - b) Clean and disinfect microwave
 - c) Damp wipe all countertops and tables
 - d) Wash floor
5. STAIRWELLS
 - a) Clean, disinfect and polish handrails
 - b) Spot clean all walls
6. WASHROOMS (4)
 - a) Wash all doors, floors, stalls and walls

3. MONTHLY

1. Clean and disinfect all garbage cans
2. Damp wipe all open areas on desks and tables
3. Damp wipe tops of partition walls, upper cabinets and bookshelves
4. Damp wipe all window sills / ledges
5. Vacuum all air intake grills and air diffuser vents
6. COFFEE ROOM
 - a) Damp wipe all cupboards
 - b) Damp wipe tops of all notice boards
7. WASHROOMS (4)
 - a) Clean and disinfect all garbage cans
 - b) Clean and disinfect all light switches and toilet paper holders
 - c) Descale all toilets and urinals

- 4. BI-ANNUAL (April / October)**
 1. Clean and polish all INTERIOR Windows
 2. Vacuum all Window Screens
 3. Wash all air intake grills and air diffuser vents

- 5. ANNUAL (January)**
 1. Shampoo all carpets

- 6. ANNUAL (February)**
 1. Wash all walls in hallways, offices and stairwells

- 7. ANNUAL (April)**
 1. Wash all window blinds

- 8. ANNUAL (May)**
 1. Wash all EXTERIOR Windows

- 9. ANNUAL (November)**
 1. Strip and refinish all vinyl floors
 2. Wash all baseboards and mouldings

PAGE LEFT BLANK INTENTIONALLY

1. CONSUMABLES

The Contractor must provide and maintain sufficient quantities of the following items on the premises:

1. Carpet cleaner / spot remover
2. Floor strippers, finishes and waxes
3. Furniture cleaners & polishes
4. Glass Cleaner
5. General cleaning products
6. Vacuum Cleaner Bags

These commodities shall meet the standards referred to in Appendix A - Additional Terms and Conditions #11 (Materials and WHMIS Compliance) and be appropriate for use in their respective dispensers and / or locations.

2. EQUIPMENT

The Contractor must provide and maintain the following equipment required to carry out the work including but not limited to:

1. Caution Signs
2. Industrial Carpet Cleaner
3. Wax Applicators

PAGE LEFT BLANK INTENTIONALLY

1. CONSUMABLES

AAFC will be responsible to provide and maintain sufficient quantities of the following items on the premises:

1. Cleaners and disinfectants for toilets and urinals
2. Deodorant cakes
3. Garbage Bags
4. Hand Soap
5. Paper Bags for Sanitary napkin disposal receptacles
6. Paper towels (Washrooms)
7. Toilet paper

PAGE LEFT BLANK INTENTIONALLY

MANDATORY REQUIREMENTS

APPENDIX E

All mandatory requirements identified below must be met. Failure to comply with any of the mandatory requirements will render the submission non-compliant and will receive no further consideration. If documentation is required to demonstrate compliance the Bidder must include the necessary documentation with their submission.

In order for submissions to be accepted for further evaluation, all of the following mandatory requirements must be met.

1. MANDATORY SITE VISIT:

Bidders must attend a site visit where the services are to be rendered and make themselves familiar with the site and any conditions that may affect the nature or provision of the services required. Ignorance of the local conditions at no time will constitute a valid reason to justify additional cost or an inability to satisfactorily meet any one of the tasks stipulated.

Bidders will be required to sign an attendance sheet at the visit. By signing the attendance sheet, bidders are confirming they have attended the visit. 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 relevant questions, and the answers, asked during the Site Visit will be posted on the Government Electronic Tendering System (GETS) Buyandsell.

Site Visit will be held **1:00 p.m. local, Wednesday, October 10, 2018**. To confirm your attendance, please contact: Marvin Barth, Facility Manager at (306) 247-2011 ext. 39 or marvin.barth@canada.ca.

LOCATION: Agriculture and Agri-Food Canada
Scott Research Farm
7 Street Highway 374
SCOTT, SK

2. RESOURCES:

PLEASE PRINT CLEARLY:

The submission must contain the name of at least one (1) cleaner who will be providing services 'on-site' under the resulting contract. The on-site cleaner(s) must have the ability to communicate effectively (read, speak and write) in English.

1. _____ 2. _____ 3. _____

AAFC will have the right to verify this information. If the required number of individuals listed and / or on-site cleaners (1) are not fluent in English (1), AAFC will have the right to deem your proposal non-compliant and it WILL NOT be given further consideration.

PAGE LEFT BLANK INTENTIONALLY

SUBMISSION FORMAT

APPENDIX F

THE FOLLOWING SUBMISSION FORMAT IS REQUIRED:

The Submission must be submitted in **two (2) separate, sealed Envelopes** as follows:

1. The first envelope MUST INCLUDE one (1) original hardcopy of each of the following:
 - A. Mandatory Requirements as per Appendix E:
 - i) List of Proposed Employees
 - B. Appendix H - Certification Requirements
2. The Second Envelope MUST INCLUDE one (1) original hardcopy of 'Appendix I - Bid Document'.
 - A. The cost shall be exclusive of all applicable taxes.

PAGE LEFT BLANK INTENTIONALLY

EVALUATION METHOD

APPENDIX G

Submissions received will be assessed in accordance with the entire requirements of the Request for Quotation including the Evaluation Method specified below:

Mandatory Evaluation

It is understood by the parties submitting Submissions that, to be considered compliant:

- a) their submission must meet all the MANDATORY requirements as outlined in Appendix E and ;
- b) where the words “must”, “shall”, should or “will” appear in this RFQ, the clause is to be considered as a mandatory requirement.

Accordingly, only the compliant submissions will be given further consideration.

Financial Evaluation

Your prices proposed must be submitted in accordance with Appendix I - Bid Document and will be assessed as follows:

Step 1 - For each line item - Estimated # of Units (A) x Unit Price (B) = Extended Cost (C)

Step 2 - Aggregate of Extended Totals = Your Evaluated Offer

Evaluation Procedure - All Bid Documents will be assessed and accepted on a low aggregate basis (Applicable tax extra). Low aggregate will be determined by extending and totaling the unit prices.

The lowest responsive Bidder will be recommended for award of the Contract.

PAGE LEFT BLANK INTENTIONALLY

CERTIFICATION REQUIREMENTS

APPENDIX H

The following certification requirements apply to this RFQ document. Bidders should include this Appendix with their bid submission and complete and sign each certification below.

1. ACCEPTANCE OF AGRICULTURE AND AGRI-FOOD CANADA’S TERMS AND CONDITIONS

Bidders will accept Agriculture and Agri-Food Canada’s terms and conditions.

The General Conditions and Additional Conditions in Appendix A of this RFQ shall form part of the Resulting Contract.

Name

Signature

Date

2. LEGAL ENTITY AND CORPORATE NAME

Please certify that the Proposer is a legal entity, by indicating whether the Bidder is (1) a sole proprietorship, partnership or corporate entity, (2) indicating the laws under which it is registered or incorporated, (3) including the registered or corporate name, and identifying (4) the country where the controlling interest/ownership (name if applicable) of your organization is located.

(1) _____

(2) _____

(3) _____

(4) _____

Any resulting Contract may be executed under the following (1) corporate full legal name and (2) at the following place of business (street, building, suite/room, postal code):

(1) _____

(2) _____

Signature

Date

3. 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.

Signature

Date

4. 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".

Signature

Date

5. VALIDITY OF SUBMISSION

It is requested that submissions offered in response to this RFQ be:

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

Signature

Date

Contact name: _____

Telephone number: _____

Fax number: _____

Email address: _____

GST # / Business #: _____

6. 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.

Signature

Date

7. FORMER PUBLIC SERVANT - STATUS AND DISCLOSURE

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 \$5,000.00 including the Goods and Services Tax or Harmonized Sales Tax.

Signature

Date

8. JOINT VENTURES

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 a joint venture in accordance with the definition in paragraph 3.

_____ is not 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.

Signature

Date

9. 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.

Signature

Date

10. 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.

LIST OF NAMES:

Bidders who are a '**sole proprietorship**' must provide the name of the owner(s).

Bidders who are '**incorporated**' must provide:

- a) a complete list of all persons who are owners OR
- b) a list of all individuals who are on the current Board of Directors

Bidders who are a '**joint venture**' must provide a complete list of Company names under the Joint venture with:

- a) a complete list of all owners for each company OR
- b) a complete list all individuals who are on the current Board of Directors for each company

Bidders who are a '**society**' or '**partnerships**' do not need to provide names.

_____	_____
_____	_____
_____	_____
_____	_____

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

BID DOCUMENT**APPENDIX I**

RFQ # 01R11-19-C012 – JANITORIAL SERVICES, Scott, SK

PRICING FOR INITIAL CONTRACT PERIOD

Item #	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1 / 2 / 3	Daily / Weekly / Monthly	Month	12		
4.1	Bi-Annual - (April/October) Interior Windows	Each	2		
4.2	Bi-Annual - (April / October) Screens	Each	2		
4.3	Bi-Annual - (April /October) Grills/Vents	Each	2		
5.1	Annual - (January) Carpets	Each	1		
6.1	Annual - (February) Walls	Each	1		
7.1	Annual - (April) Blinds	Each	1		
8.1	Annual - (May) Exterior Windows	Each	1		
9.1	Annual - (November) Vinyl Floors	Each	1		
9.2	Annual - (November) Baseboards	Each	1		
TOTAL					T1

Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
Work on ' <i>as and when required</i> ' basis	Hour	10		T2

TOTAL COST FOR INITIAL CONTRACT PERIOD: (T1 + T2) = _____

PRICING FOR OPTION YEAR ONE (1)

Item #	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1 / 2 / 3	Daily / Weekly / Monthly	Month	12		
4.1	Bi-Annual - (April/October) Interior Windows	Each	2		
4.2	Bi-Annual - (April / October) Screens	Each	2		
4.3	Bi-Annual - (April /October) Grills/Vents	Each	2		

5.1	Annual - (January) Carpets	Each	1		
6.1	Annual - (February) Walls	Each	1		
7.1	Annual - (April) Blinds	Each	1		
8.1	Annual - (May) Exterior Windows	Each	1		
9.1	Annual - (November) Vinyl Floors	Each	1		
9.2	Annual - (November) Baseboards	Each	1		
TOTAL					T3

Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
Work on 'as and when required' basis	Hour	10		T4

TOTAL COST FOR OPTION YEAR ONE: (T3 + T4) = _____

PRICING FOR OPTION YEAR TWO (2)

Item #	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1 / 2 / 3	Daily / Weekly / Monthly	Month	12		
4.1	Bi-Annual - (April/October) Interior Windows	Each	2		
4.2	Bi-Annual - (April / October) Screens	Each	2		
4.3	Bi-Annual - (April /October) Grills/Vents	Each	2		
5.1	Annual - (January) Carpets	Each	1		
6.1	Annual - (February) Walls	Each	1		
7.1	Annual - (April) Blinds	Each	1		
8.1	Annual - (May) Exterior Windows	Each	1		
9.1	Annual - (November) Vinyl Floors	Each	1		
9.2	Annual - (November) Baseboards	Each	1		
TOTAL					T5

Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
Work on 'as and when required' basis	Hour	10		T6

TOTAL COST FOR OPTION YEAR TWO: (T5 + T6) = _____

PRICING FOR OPTION YEAR THREE (3)

Item #	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1 / 2 / 3	Daily / Weekly / Monthly	Month	12		
4.1	Bi-Annual - (April/October) Interior Windows	Each	2		
4.2	Bi-Annual - (April / October) Screens	Each	2		
4.3	Bi-Annual - (April /October) Grills/Vents	Each	2		
5.1	Annual - (January) Carpets	Each	1		
6.1	Annual - (February) Walls	Each	1		
7.1	Annual - (April) Blinds	Each	1		
8.1	Annual - (May) Exterior Windows	Each	1		
9.1	Annual - (November) Vinyl Floors	Each	1		
9.2	Annual - (November) Baseboards	Each	1		
TOTAL					T7

Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
Work on ' <i>as and when required</i> ' basis	Hour	10		T8

TOTAL COST FOR OPTION YEAR THREE: (T7 + T8) = _____

PRICING FOR OPTION YEAR FOUR (4)

Item #	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
1 / 2 / 3	Daily / Weekly / Monthly	Month	12		
4.1	Bi-Annual - (April/October) Interior Windows	Each	2		
4.2	Bi-Annual - (April / October) Screens	Each	2		
4.3	Bi-Annual - (April /October) Grills/Vents	Each	2		

5.1	Annual - (January) Carpets	Each	1		
6.1	Annual - (February) Walls	Each	1		
7.1	Annual - (April) Blinds	Each	1		
8.1	Annual - (May) Exterior Windows	Each	1		
9.1	Annual - (November) Vinyl Floors	Each	1		
9.2	Annual - (November) Baseboards	Each	1		
TOTAL					T9

Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost (C) = (A x B)
Work on 'as and when required' basis	Hour	10		T10

TOTAL COST FOR OPTION YEAR FOUR: (T9 + T10) = _____

Total Cost for Initial Contract Period _____
 Total Cost for Option Period One (1) + _____
 Total Cost for Option Period Two (2) + _____
 Total Cost for Option Period Three (3) + _____
 Total Cost for Option Period Four (4) + _____
 TOTAL BID COST for all years = _____

<p>Supplier to indicate:</p> <p>Vendor / Company Name: _____</p> <p>Signature : _____</p> <p>Date: _____</p>

DEFINITIONS:

Flight of Stairs includes steps and risers situated between two (2) floor levels including landing(s).

Floor mats small carpets / used inside of exits and entrances

Floor runners very long pieces of carpet used in hallways / in front of or behind longer counters.

Chairs, garbage cans, etc., shall not be placed on desks or tables during any of the following processes.

QUALITY STANDARDS:

The Supplier must meet the following standards:

1. *Clean - General*

- a. IF REQUIRED, Chairs, floor mats and protectors, plants, tables, etc. must be moved by cleaners prior to general cleaning.
- b. No abrasive cleaners shall be used.
- c. Caution signs must be placed adjacent to the affected area on all approaches.
- d. All surfaces and objects specified in the contract must present an overall polished appearance and be free of dust, stains, spills, debris and soil immediately after 'clean' process is complete.
- e. All items moved prior to the 'General Cleaning' process must be relocated to their original location.

2. *Clean and Disinfect*

- a. The Janitorial Staff must apply all performance standards as specified under 'Damp Wipe'.
- b. Client-approved, commercial disinfectant cleaner must be used.
- c. Manufacturer's instructions must be followed for best results.
- d. All surfaces cleaned and disinfected must be rinsed clean of residual disinfectant.
- e. All surfaces must present an overall polished appearance and be free of dust, finger prints, smears / smudges, stains, streaks and water spotting once the 'Clean and Disinfect' process is complete.

3. *Clean and Polish - Glass and Mirrors*

- a. All glass must be clean on both sides and free of film, finger marks and streaks.
- b. All mirrors must be free of film, finger marks and streaks.

- c. Adjacent areas including frames, casing and ledges must be free of water spots, splash marks and streaks once the 'Clean and Polish' process is complete.

4. *Damp Mop*

- a. The Janitorial Staff must apply all performance standards as specified under 'Sweep'.
- b. This process is started using clean water mixed with cleaning solution. The water should be changed as required.
- c. Mops must clean, free of odor and rinsed frequently during damp mopping.
- d. Walls, baseboards and other surfaces must be free of splash marks.
- e. All Floors including open areas and flooring around furniture legs and into corners must be clean and free of dust and dirt, loose mop strands, scuffs, spills, stains, streaks and water spots once the 'Damp Mop' process is complete.

5. *Damp Wipe*

- a. This process is started using clean water mixed with cleaning solution. The water should be changed as required.
- b. Cloths and rags must be clean and free of stains and odors and rinsed frequently during damp wiping
- c. All surfaces must present an overall polished appearance and be free of dust, finger prints, smears / smudges, streaks, surface stains and water spots once the 'Damp Wipe' process is complete.

6. *High Dusting*

- a. 'High dusting' must be achieved by using a clean, stain and odor free damp cloth or by vacuuming.
- b. Feather dusters are not acceptable.
- c. Dust must be contained and prevented from floating freely in the air during the 'High Dusting' Process.
- d. All surfaces must be free from dust once the 'High Dusting' process is complete.

7. *Hot Water Extraction*

- a. The Janitorial Staff must apply all performance standards as specified under 'Vacuum'.
- b. Areas must be cleaned to walls and corners.
- c. Spot treat stains
- d. All carpets and floor mats must be clean and free of accumulated dust and dirt and stains once the 'Hot Water Extraction' process is complete.
- e. All items moved prior to the 'Hot Water Extraction' process must be relocated to their original location.

8. Machine Scrub

- a. Chairs, floor mats and protectors, plants, tables, etc. must be moved by cleaners prior to Machine Scrubbing.
- b. Corners and other areas not accessible to a mechanical floor scrubber must be scrubbed manually.
- c. Cleaning Solutions must not be allowed to seep under baseboards, furniture, file cabinets, partitions, etc.
- d. All areas must be free of dirt, stains, scuff marks, splashing, cleaning chemical and water accumulations once the 'Machine Scrub' process is complete.
- e. All items moved prior to the 'Machine Scrub' process must be relocated to their original location.

9. Scrub and Refinish

- a. The Janitorial Staff must apply all performance standards as specified under 'Machine Scrub'.
- b. In addition, supplier must apply one coat of finish compatible with existing finish.
- c. All areas must present an overall appearance of cleanliness and be free from scuffs and stains; have a bright shine and be free of debris and dust once the 'Scrub and Refinish' process is complete.
- d. All items moved prior to the 'Scrub and Refinish' process must be relocated to their original location.

10. Shampoo

- a. The Janitorial Staff must apply all performance standards as specified under 'Vacuum'.
- b. Chairs, floor mats, plants, tables, etc. must be moved by janitorial staff prior to 'Shampoo'.
- c. Spot treat stains
- d. Janitorial staff must use cleaning solutions recommended by the Shampooer manufacturer
- e. Ensure all cleaning solution is removed from the carpet
- f. The shampooer used must be able to remove enough water to ensure the carpet is dry within 12 hours
- g. If necessary, turn on fans / dehumidifier to dry carpet faster
- h. Carpet must be completely dry prior to relocating all items back to their original location.
- i. The carpet must have an overall appearance of cleanliness and must be free of all odors, spots and stains once the 'Shampoo' process is complete.
- j. All items moved prior to the 'Shampoo' process must be relocated to their original location.

11. Spot Clean

- a. All affected areas must be clear of stains, streaks and soil.
- b. All over-spray from spray applicators must be wiped clean from all surfaces.

12. *Spray Buff*

- a. The Janitorial Staff must apply all performance standards as specified under 'Damp mop'.
- b. Attach a red buffing pad to the rotary floor machine.
- c. Using a spray bottle, apply a fine mist of SPRAYBUFF on a small section of the floor.
- d. Buff the sprayed area using overlapping strokes.
- e. Continue buffing until the desired gloss is achieved and entire area has been spray buffed
- f. Sweep floor to remove any loose debris.
- g. All areas must present an overall appearance of cleanliness, have a bright shine through out and be free of scuffs, debris and dust once the 'Spray Buffing' process is complete

13. *Stain Removal*

- a. Where stain removal involves wetting of a hard surface floor, caution signs must be in place around affected work area.
- b. All carpets and floor mats must have no visible stains or discoloration once the 'Stain Removal' process is complete.

14. *Steam Clean*

- a. The Janitorial Staff must apply all performance standards as specified under 'Vacuum'.
- b. Chairs, floor mats, plants, tables, etc. must be moved by janitorial staff prior to 'Steam Cleaning'.
- c. Spot treat stains
- d. Janitorial staff must use cleaning solutions recommended by the Steam Cleaner manufacturer
- e. Ensure all cleaning solution is removed from the carpet
- f. The steam cleaner used must be able to remove enough water to ensure the carpet is dry within 12 hours
- g. If necessary, turn on fans / dehumidifier to dry carpet faster
- h. Carpet must be completely dry prior to relocating all items back to their original location.
- i. The carpet must have an overall appearance of cleanliness and must be free of all spots and stains once the 'Steam Clean' process is complete.

15. *Strip and Refinish*

- a. The Janitorial Staff must apply all performance standards as specified under 'Machine Scrub'.
- b. All old finish must be removed and all residual chemical must be cleaned away.
- c. New finish must be applied to all portions of the floors.
- d. Refinish must include two (2) coats of finishing material (wax, etc.).
- e. Finishing materials must not be allowed to seep under baseboards, furniture, file cabinets, partitions, etc.
- f. Finishing materials must not seep under, be left on or be visible on baseboards.

- g. All areas must be clean and clear of all stains, blemishes and dirt and have a consistent shine free of scrapes and marks once the 'Strip and Refinish' process is complete.
- h. All items moved prior to the 'Strip and Refinish' process must be relocated to their original location.

16. Sweep (Dry Mop)

- a. All stairs and floor areas including open areas and flooring around furniture legs and into corners must be free of dust, dirt, and debris.
- b. All surfaces must have an overall appearance of cleanliness and must be free of dust, dirt, debris once the 'Sweep' process is complete.

17. Vacuum

- a. All chair mats, floor mats and protectors, plants, tables, etc. must be moved by Janitorial staff prior to the 'Vacuum' process.
- b. All surfaces must have an overall appearance of cleanliness and must be free of dust, dirt, debris and grit once the 'Vacuum' process is complete.
- c. All items moved prior to the 'Vacuum' process must be relocated to their original location.

18. Wash

- a. This process is started using clean water mixed with cleaning solution. The water should be changed as required.
- b. Water mixture must not be allowed to seep under baseboards, furniture, file cabinets, partitions, etc.
- c. Cloths, Rags and Mops must be clean, free of stains and odor and rinsed frequently during the 'Wash process'.
- d. All surfaces must present an overall polished appearance and be free of cleaning solution, debris, dirt and dust, finger prints, scuff and splash marks, surface stains, smears, smudges, streaks and water accumulations and spots once the 'Wash' process is complete.
- e. FOR FLOORING
 - Chairs, chair mats, floor mats, floor runners, plants, tables, etc. must be moved by Janitorial staff prior to the 'Wash' process.
 - The Janitorial Staff must apply all performance standards as specified under 'Sweep (Dry Mop)'.
 - All items moved prior to the 'Wash' process must be relocated to their original location.