

#### **RETURN BIDS TO:**

Agriculture and Agri-Food Canada

Address: Attention:

aafc.escprocurement-Email:

cseapprovisionnement.aac@agr.gc.ca

# **REQUEST FOR PROPOSAL**

# Proposal To: Agriculture and Agri-Food Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and service, and construction as listed herein and on any attached sheets at the price(s) set out therefore.

#### Comments:

MANDATORY SITE VITE:

Wednesday, September 20, 2023 at 1:00pm (ADT)

# **Vendor/Firm Name and Address:**

# **Issuing Office**

Agriculture and Agri-Food Canada

Eastern Service Centre 2001 Robert-Bourassa, Montreal, QC.,H3A 3N2

Fitle: Janitorial Services: Kentville Resear	rch and Development Centre
Solicitation Number	Date of solicitation:
01B46-23-028	2023-09-06
Solicitation Closes:	Time Zone:
At: 2:00pm	EDT
On: 2023-10-18	
Address Enquiries to: aafc.escprocurement-cseapprovisio	nnement.aac@agr.gc.ca
Name: Jacques Toussaint	
Email: jacques.toussaint@agr.	ac ca
Felephone Number:	FAX Number:
138-455-8237	FAX Nullibel.
Destination of Goods, Services and	Construction:
Kentville Research and Developmei 32 Main Street Kentville, NS B4N 1J5 Canada	nt Centre
nstructions: Municipal taxes are not applicable. If Municipal taxes are not applicable. If all prices quoted must include all applicable, excise taxes and are to be not an all delivery charges to destorm the Goods and Services Tax/Harists as a separate item.	plicable Canadian customs duties, be delivered Delivery Duty Paid tination(s) as indicated. The amount
Delivery required:	Delivery offered:
/endor/Firm Name and Address:	
Name and title of person authorized type or print)	to sign on behalf of vendor/firm
Signature	
Date	



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# **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation:
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection:
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist.

# 1.2 Summary

- 1.2.1 The Kentville Research and Development Centre of Agriculture and Agri-Food Canada located in Kentville, Nova Scotia requires the services of a Contractor to provide cleaning services for Canada's buildings as specified in Annex A, Statement of work.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 Security, Financial and Other Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <a href="Contract Security Program">Contract Security Program</a> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website".

# 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

# **PART 2 - BIDDER INSTRUCTIONS**

# 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

In the complete text content (except Subsection 1.0, Subsection 3.0, and Subsection 20):

Delete "Public Works and Government Services Canada" Insert "Agriculture and Agri-Food Canada".

Delete "PWGSC" Insert "AAFC".

Subsection 5.2 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:

Delete: "(d) send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;"

Insert: (d) send its bid only to the specified Bid Receiving Unit of Agriculture and Agri-Food Canada (AAFC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;

#### 2.2 Submission of Bids

Bids must be submitted only to Agriculture and Agri-Food Canada by the date, time and place indicated on page 1 of the bid solicitation.

Bids will only be received electronically.

#### 2.3 Former Public Servant

Contracts awarded to 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 FPSs 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 reports in accordance with <a href="Contracting Policy Notice: 2019-01">Contracting Policy Notice: 2019-01</a> and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

# **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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 adjustment program.

# 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority <u>no later than five (5) calendar days</u> before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to

enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

# 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia (NS)

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

# 2.6 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the Kentville research and Development Centre. Interested bidders must present themselves at Kentville Research and Development Centre, 32 Main Street, Kentville, NS B4N 1J5 at 1:00pm (ADT) Wednesday, September 20, 2023. They must sign in at the front door with the Commissionaires and Facilities will meet them there.

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

# 2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 3.1 Bid Preparation Instructions

The bid must be gathered per section and separated as follows:

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

#### Section I: Technical Bid

The Technical Proposal should demonstrate how the Bidder will meet the requirements of the Evaluation Procedures and Basis of Selection (Part 4).

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### Section II: Financial Bid

The bidder must complete and sign Annex B (Basis of Payment). Prices shall not appear in any area of the proposal except in the Financial Proposal.

#### Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

The assessment by Canada will be based solely on the information contained in the Proposal. An item not addressed will be given zero (0) points under the point rated system. AAFC may, but is not obligated to, ask the Bidder for clarifications.

The Bidder is requested to use the tables provided and/or identify where the information can be found in the proposal (i.e.: identify the page / project number, etc.)

# 4.1.1.1 Mandatory Technical Criteria (MC1, MC2, & MC3)

Failure to comply with any of the following mandatory requirements will render the Proposal noncompliant and the Proposal will receive no further consideration.

#### MC1 - Mandatory Contractor's Experience and Past Performance

The Bidder must provide evidence of its experience and past performance by referencing <u>Two (2)</u> contract satisfactorily rendered for a minimum of two (2) consecutive years, under the same contract, within the past five (5) years, from the bid closing date, wherein the range of janitorial services provided are comparable to those described in this Request for Proposal (RFP).

PROJECT/CONTRACT REFERENCE 1		
Name of client organization or Company	Name:	

Name and title of client contact	Name:
	Title:
Telephone number and e-mail address of client contact	Phone No.:
	E-Mail :
Approximate size in square meters of the cleanable area of the project or contract	square feet
Location/site of the contract:	
Value of the contract	\$
Performance period of the contract (indicate month and year)	
Description of Contract:	

PROJECT/CONTRACT REFERENCE 2				
Name of client organization or Company	Name:			
Name and title of client contact	Name:			
	Title:			
Telephone number and e-mail address of client contact	Phone No.:			
	E-Mail :			
Approximate size in square meters of the cleanable area of the project or contract	square feet			
Location/site of the contract:				
Value of the contract	\$			
Performance period of the contract (indicate month and year)				

- de l'invitation 015-70-2025	020	
Description of Contract:		
MC2- Mandatory On-site Supervisor(s) E	xpertise and Experience s) have a minimum of three (3) consecutive years	s' evnerience
in a supervisory role in the field of janitorial		, ехрепенсе,
Supervisor(s) by referencing one (1) contra	sperience and satisfactory performance of the Onct with a duration of <u>a minimum of three (3) conse</u> nitorial services in a range comparable in size, so st for Proposal (RFP).	ecutive years,
ON SITE SUPERVISOR REFERENCE		
Name of client organization or Company	Name:	
Name and title of client contact	Name:	
	Title:	
Telephone number and e-mail address of client contact	Phone No.: E-mail.:	
Approximate size in square meters of the cleanable area of the contract	square feet	
Location/site of the contract:		
Value of the Contract	\$	
Performance period of the contract. (indicate month and year)		
Description of Contract:		
Responsibilities of the individual:		
Name of On-site Supervisor	Years of Experience	

# MC3 - Annual Cleaning Schedule (ACS)

Provide Annual Cleaning Schedule (ACS), as described in Part A, Section 3.0 of the Statement of Work, Annex A.

# 4.1.1.2 Point Rated Technical Criteria (PR1, PR2, PR3 & PR4)

Failure to obtain the required minimum number of points for each of the following technical criteria will render the Proposal non-compliant and the Proposal will receive no further consideration.

# PR1 Quality Management Plan (Max. 10 points)

How does the Contractor intend to ensure the highest quality possible for work activities and deliverables described in the RFP?

Describe how absenteeism and Employee Retention will be addressed.

How is quality of workmanship managed; is there an employee performance management system in place?

How are employees trained (formal and informal)?

Is there a minimum required level of experience?

Is there an inspection program in place and how are complaints managed?

# PR2 Health and Safety Plan (Max. 10 points)

Does the Proponent have a comprehensive Health and Safety policy and if so, what related information does it contain?

Describe any safety training provided for staff and the minimum level of safety training for all employees? Describe how workplace hazards are identified and how employees are notified of job-specific hazards?

#### PR3 Communications Plan (Max. 10 points)

How will the Contractor report progress, coordinate deliverables, resolve problems, and communicate in general with AAFC?

Describe how work requirements as outlined in the Statement of Work are communicated to staff? For staff working alternate shifts, what communication mechanisms will be in place?

# PR4 Transition Plan (Max. 10 points)

What plans will be in place to help provide a seamless transition from the existing contract into this new contract?

What are the major milestones, site familiarization/mobilization activities and what kinds of communication is anticipated?

#### Minimum Passing Points for each technical requirements: (6)

#### 4.1.1.3 Generic Evaluation Table

AAFC Evaluation Board members will evaluate the strengths and weaknesses of the Bidder's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below:

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points

Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Offeror does not possess qualifications and experience	Offeror lacks qualifications and experience	Offeror has an acceptable level of qualifications and experience	Offeror is qualified and experienced	Offeror is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects

#### 4.2 Basis of Selection

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

Formula:

<u>Technical Score x Ratio (60%)</u> + <u>Lowest Price x Ratio (40%)</u> = Overall Score

Max Score Bidder's Price

# PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any

certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

# 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

# 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

#### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

# 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process. (Refer to Annex E)

# 5.2.2 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 available at the bottom of the page of the <a href="Employment and Social">Employment and Social</a> Development Canada (ESDC) - 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.

#### 5.2.3 Additional Certifications Precedent to Contract Award

# 5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death,

sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

# 5.2.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

# PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

# 6.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
  - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7
     Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

#### PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

# 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

#### 7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 7.2.1 General Conditions

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

# 7.3 Security Requirements

- **7.3.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract :
  - 1. The contractor/offeror personnel requiring access to sensitive work site(s) must **each** hold a valid **reliability status**, granted or approved by AAFC;
  - The contractor and/or its employees MUST NOT have access to PROTECTED and/or CLASSIFIED information or assets:
  - 3. The contractor and/or its employees MUST NOT remove any PROTECTED and/or CLASSIFIED information or assets from the identified work site(s);
  - 4. The contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data;
  - 5. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the AAFC: and
  - 6. The contractor/offeror must comply with the provisions of the: Security Requirements Check List

#### 7.4 Term of Contract

The period of the Contract is from December 1st, 2023 to November 30, 2024.

# 7.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional 1-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment, section 1.4 (Annex B).

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 7.5 Authorities

# 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jacques Toussaint

Title: Contracting Officer

Agriculture and Agri-Food Canada

Address: 2001 Robert-Bourassa, Montréal, Québec, H3A 3N2

Telephone: (438) 455-8237

E-mail address: jacques.toussaint@agr.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

# 7.5.2 Project Authority

The Project Authority for the Contract is: (will be provided at contract award)

Name:

Title:

Organization:

Address:

Telephone:

E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

# 7.5.3 Contractor's Representative

The Contrator's Representative for the contract is:

(will be inserted at contract award)

Name:

Title:

Organization:

Address:

Telephone:

E-mail address:

#### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

# 7.7 Payment

For the regular services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Rates in Annex B section 1.1 (Basis of Payment) for Work performed.

Payment will be made no more than once a month, following the submission of all invoicing documentation and upon acceptance by the Project Authority.

# 7.7.1 Changes in amount of Space to be cleaned

Canada may from time to time notify the contractor in writing of any changes to the amount of space to be cleaned. In the case of the addition or elimination of cleanable space, the change in the amount of the contract shall be calculated using the Cost per Square meter identified in Annex B (Basis of Payment).

# 7.7.2 Limitation of Expenditure – "as and when requested" Cleaning

For "as and when requested cleaning", Canada's total liability to the Contractor under the Contract must not exceed \$ 5,000.00 annually (+ applicable taxes).

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

# 7.7.3 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: <a href="https://www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html">www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html</a>

# 7.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### 7.9 Certifications and Additional Information

# 7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

# 7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### 7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

#### 7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions <u>2035</u> (2022-12-01), General Conditions Higher Complexity Services, apply to and form part of the Contract.
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Federal Contractors Program for Employment Equity;
- (g) the Contractor's bid dated .

# 7.12 Foreign Nationals (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.

# 7.13 Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in the following article **7.13.1 Commercial General Liability Insurance.** The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### 7.13.1 Commercial General Liability Insurance

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander. False Arrest. Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- I. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

#### 7.14 Permission to Subcontract

When, pursuant to the general conditions applicable to the Contract, the consent of the Minister is required to subcontract a portion of the Work, the Contractor must submit to the Contracting Authority a completed list of subcontractor for approval.

# 7.15 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

# **ANNEX A - STATEMENT OF WORK**

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# CONTEXT

The Kentville Research and Development Centre of Agriculture and Agri-Food Canada (hereinafter referred to as Canada) located in Kentville, Nova Scotia requires the services of a Contractor to provide cleaning services for Canada's buildings as specified in this document.

# PART A - GENERAL REQUIREMENTS

#### 1.0 AREAS TO BE MAINTAINED

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

Table A (Total Floor Area Requiring Cleaning is approximately 90,509 square feet)

Bldg. No.	Approx. Area Included in contract	Brief Description of Area	Flooring types
18	7,800 f <sup>2</sup>	Blair House, Offices, Hallways, Storage, Washrooms	Lacquered hard wood and painted wood floors
24	800 f <sup>2</sup>	Picnic Grounds – Chalet (seasonal cleaning only from May through November)	Bare concrete
43	1,490 f²	Staff Restroom, Lunchroom/Office space	Vinyl sheet flooring, cement, laminate
49	4,018 f <sup>2</sup>	Heating Plant Offices, general work area, hallways, Laboratories and washrooms (refer to highlighted areas on floor plan)	Vinyl sheet flooring and anti-slip vinyl flooring in washrooms and VCT tiles upper level
50	76,321 f <sup>2</sup>	Main Complex Offices/Laboratory/Meeting Rooms, Hallways, Washrooms (refer to highlighted areas on floor plan)	VCT and concrete. Anti-slip vinyl washroom
52	80 f <sup>2</sup>	Washrooms A, B, C, D	Bare concrete

# 1.1 Changes to Contract Requirements For Extra Work

From time to time, Canada may notify the Contractor in writing of any changes to either the identified area to be cleaned or with overall service needs in terms of labour. Rates for such extra work will be outlined in **Annex B – Basis of payment (financial proposal)** as follows:

- a. When space is added or removed as an ongoing need, the average rate per square metre set out in must be used to calculate the new contract amount.
- b. When extra work is needed due to extenuating circumstances such as adverse weather or emergency situations which cannot be handled during the regularly scheduled work hours then an hourly rate will be applied.

#### 2.0 AREAS EXCLUDED FROM CLEANING OPERATIONS

Maintenance of the grounds, parking areas, roads or greenhouses are not included in this contract. Refer to Part G (Site and Floor Plans) for visual details on any other areas within buildings which are also excluded from this contract such as mechanical and/or utility rooms.

# 2.1 Items excluded from cleaning

<u>Counter Space in Laboratories:</u> Under no circumstances should the following items be touched: sinks, counters, benches, workstations, desks, whiteboards, chalkboards, incubators, and cabinets, waste containers bearing biohazard stickers, refrigerators and tools.

<u>Other Excluded Items:</u> Personal items, office desks, papers, books, artwork, utensils or dishes which could be found throughout the buildings.

#### 3.0 SCHEDULE

Cleaning must be performed each day that Canada is open for business, Monday through Friday. Scheduled weekend cleaning is at the Contractors discretion with advance approval from the Project Authority however this does not replace the contractor's obligation to meet the minimum daily staff requirement identified in Section 4.1; (Contractor's Staff). Unless previously approved as additional work by the Contract Authority, there will be no extra payment issued for extra work regardless of when scheduled.

- All cleaning must be completed between the hours of 7:00am 7:00pm
- There must be at minimum, two Cleaners scheduled to work between the regular business hours of 7:00am and 4:00pm.
- On the public holidays listed at the link below, Canada will be closed for business and no work is required\*:

https://www.canada.ca/en/revenue-agency/services/tax/public-holidays.html

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

The Contractor must provide an Annual Cleaning Schedule (ACS) for the tasks described in Part C of this Statement of Work for evaluation as part of their bid submission. The ACS will identify items of a frequency of weekly and those greater than weekly. It must identify the day of week (for weekly tasks), week of month (for monthly tasks), and the month (for monthly tasks), etc. The ACS shall include a detailed breakdown of the floor waxing zones identified for each period (Refer to Part H for Floor Waxing Zones). Canada recognizes that floor waxing may be ongoing throughout the year. The intent of the breakdown of floor waxing zones is to help assure that all areas are included. Although there is some flexibility in the schedule for waxing, at least fifty percent of the "Waxing Zones" must be completed within the first six months after the contract is awarded.

Within four weeks after the award of the contract, the Contractor shall submit a schedule of the Daily Routine or regular tasks. This schedule must identify each work area (for example, first floor labs, second floor offices, etc.) The Contractor shall submit a separate Cleaning schedule for each employee.

The Contractor shall keep all Cleaning schedules up to date and submit these updates to the Project Authority.

The Contractor's employees shall make reasonable effort to minimize disruption to Canada's work in the scheduling of Cleaning.

Only the Project Authority and the Integrated Services Manager will be authorized to give instructions to the Contractor.

#### 4.0 RESPONSIBILITIES OF THE CONTRACTOR

# 4.1 Contractor's staff

The Contractor must assign Qualified Employees\* to fulfill the contract requirements. The Project Authority may ask the Contractor to replace any employees who do not meet the contract requirements owing to incompetence, unacceptable behaviour or risks to safety or physical security.

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.

The Supervisor must be able to communicate in English, both orally and in writing, to ensure security requirements are understand on site. The employees must be able to communicate in English orally.

The Contractor is responsible to assure that contract obligations are met with respect to the completion of tasks and quality of workmanship. Previous contracts at this site have required a minimum staff compliment of three persons. Canada recognizes that fewer highly qualified staff may work more effectively than a higher number of less qualified workers and also that wages are generally commensurate with skill level. The quantity of on-site employees working under this contract will therefore be at the discretion of the contractor. The contractor may opt for a combination of full time and part time staff however scheduling must be consistent and predictable. Some overlap of work schedules is recommended but not required. The on-site staff roster must be representative of a minimum Full Time Employee\* framework of three workers as follows:

#### On-Site Supervisor:

- Must have the authority to execute the instructions provided by the Project Authority, whether or not this involves changes to the description of the tasks to be performed;
- Supervises the cleaning staff;
- Acts as a liaison between the Contractor and the Project Authority;
- Prepares the work schedules and maintains a copy on site;
- Inspects the work of the cleaning staff and manages performance;
- Meets with the Project Authority upon request to discuss problems or work to be done according to the Statement of Work;
- Must assure that someone can be available to respond to emergencies after hours; and
- Performs cleaning tasks as part of the team as a working supervisor.
- Orders custodial supplies as necessary.

#### Floor Specialist:

- Provides advice and/or guidance to the on-site supervisor regarding for regular and heavy-duty floor upkeep and scheduling.
- Must be well versed in the procedures for stripping, waxing, and general upkeep of vinyl tile and welded-seamed sheet flooring.
- Reports to the On-Site Supervisor
- Performs other cleaning duties with the majority of time dedicated to floor maintenance.

# Cleaner(s)

- Performs the assigned cleaning tasks.
- Reports to the On-Site Supervisor.

Upon award of the contract, the Contractor must provide the Project Authority with an updated roster of staff who will be performing work on-site along with their proposed working hour schedule.

\*Refer to Glossary for definition of 'Qualified Employee'

# 4.2 Keys and Access Cards

On or before the start date of the contract, the Project Authority will provide the Contractor with an inventory of the keys required for delivery of the services. Keys will remain on site and will be stored at a secure location as provided by Canada. The Contractor is responsible for the safe keeping of all keys provided while doing their work and ensuring that the keys are used strictly for the purposes of executing work under the contract. The Contractor will notify the Project Authority immediately if any keys are lost or stolen.

Canada will provide an access card to each worker for accessing assigned work areas. Contract workers may keep this access card with them outside working hours and they are responsible for the safe keeping of this access card. The Contractor employees must not enter the buildings for anything other than performing work under this contract. Canada reserves the right to restrict access at any time and any card must be returned upon the request of Canada. The contractor will notify the Project Authority immediately if any access card is lost or stolen. Unless there is suspected abuse, neglect, or misuse; replacement access cards will be issued to the Contractor at no cost.

# 4.3 Environmental protection

Within the work area, the Contractor is responsible for adhering to the more stringent of federal, provincial or municipal legislation and all the regulations and policies implemented by Canada. Among these regulations and policies are the protection of the environment and more specifically with respect to the protection of the soil, ground water, municipal water supply, sewers and storm drains, and the air quality. The Contractor must immediately notify the Project Authority of any incident that it causes or observes that may be perceived to have an impact on the environment.

# 4.4 Lost and found objects

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

#### 4.5 Absenteeism

If designated employees cannot work for any reason, the Contractor must replace them immediately and at its own expense. Contractor staff are obligated to notify their supervisor directly if unable to report to work. Canada reserves the right to be notified by the contractor when workers are absent.

All replacement employees must have the experience and skills required for the position and otherwise be 'Qualified Employees'. The Contractor shall provide the replacement employee with the necessary tools and guidance required to fulfill the duties of the position.

# 4.6 Absolute obligation

The absolute obligation to supply staff consists of providing a team of competent employees able to perform the ongoing services as described in 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. All equipment must be safe and designed for use for the indented purpose, without loose mechanical or electrical connections and have all intended guards in place.

The Contractor must also supply products in compliance with Part B of this document.

# 4.7 Building Security

Each day before leaving the respective work area after cleaning is completed, contractor staff will verify that all exterior doors and operable windows are secured.

In the course of cleaning work, all interior office doors will be left in the state they were found unless specifically requested to change the state; that is, if office doors are left open, unlocked or locked by Canada, they are to remain as found once cleaning has been completed.

# 5.0 USE AND STEWARDSHIP OF BUILDINGS, UTILITIES AND EQUIPMENT

- In spaces equipped with light switches, lights are to be turned off immediately upon exiting unless other persons are working in the space.
- In the event of an electrical circuit overload (tripped circuit breaker) while a cleaning task is being performed, the Contractor will notify the Project Authority.
- The Contractor is responsible for the condition and maintenance of the equipment (extension cords, vacuums, polishers, etc.). Equipment that is in disrepair often draws excess electrical current and can trip circuit breakers pre-maturely. The Project Authority 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 adjust the space temperature sensors or room thermostats.
- The electrical and mechanical rooms are off-limits to the Contractor and its employees.
- Excess water on the floor while performing a task must be cleaned up immediately, including in the custodian closets and other Contractor designated space. No equipment should be leaking or dripping routinely without implementing corrective measures.

# 5.1 Workspace available to the Contractor

Canada will provide the Contractor with janitorial premises for the duration of the contract.

The Contractor is not permitted to use these spaces for purposes, such as a business office, a personal office or as a mailing address. These spaces must be kept clean and in good order. The Contractor will be liable for any damages resulting from abuse or neglect to these spaces during the term of the contract.

Canada is not responsible for damage or loss of the Contractor's material, supplies, equipment or personal effects.

The Contractor will ensure that their employees will only enter buildings assigned to them for servicing. Entering a non-assigned work area must be accompanied by federal government employee.

# 6.0 Communication

The Contractor must establish and make reasonable effort to maintain an open line of communication that is effective in keeping a professional rapport for all involved in the contract.

# 6.1 Cell phones:

The Contractor must provide the On-Site Supervisor with a cell phone equipped with voicemail and/or SMS text messaging functionality to facilitate daytime communication and also for emergency after hours communications.

#### 6.2 Email:

The Contractor must provide an email address for the purpose of ongoing communication with respect to the contract work.

# 6.3 Logbook:

The Contractor must maintain an on-site logbook for the purpose of communication among staff. The log book is intended to track and register requests, complaints, 'one-of' tasks and comments. This book will be kept in the building 95 and will be accessible to both the Project Authority and the Contractor Staff. The Contractor will endeavor to record all activities in the log book other than daily routine activities. Entries made in the log book will include the time and date of the entry along with the name of the person making the entry.

# 6.4 Meetings:

At minimum every six months the Project Authority and the Contractor will meet to discuss the cleaning operations work progress and/or problem solving strategies. Meeting frequency may increase if deemed necessary by the Project Authority.

# PART B - PRODUCTS AND EQUIPMENT

#### 7.0 ITEMS SUPPLIED BY CANADA

If the Contractor needs electricity or water for maintenance services or to keep the premises clean, it can use the facilities available on site as is and must ensure that it has everything required to do so. All water and electrical services that require additional installation are at the Contractor's expense. This ensures that the water supply and electricity needed to complete the work does not affect the existing facilities.

# 7.1 Materials provided by Canada:

Hand soap, hand sanitizer

# 7.2 Material Supply conditions

The Contractor must produce and maintain a detailed inventory of items listed in section 7.1 of Part B (Materials provided by Canada) and will provide the Project Authority a list of materials to be ordered to maintain an ongoing inventory. The Project Authority will advise the Contractor of the date and time the items can be picked-up in the on-site material receiving area;

- the Contractor will sign for having received the materials and:
- the Contractor must transport material directly from supply area to work site storage.

# 8.0 ITEMS PROVIDED BY THE CONTRACTOR

The Contractor shall provide all the tools, equipment and products needed to accomplish the required tasks, excluding equipment provided by Canada as described in section 7.1 of Part B.

Canada shall not provide assistance in the procurement of any equipment, materials or products to be supplied by the Contractor.

The Contractor must supply and maintain all equipment, products, and materials required to carry out all work within the Statement of Work and must abide by the Health and Safety codes and Industry Accepted Safe Work Practices in so doing.

Upon request, the Contractor must submit to the project authority for approval, a list of products, materials and equipment used to carry out work.

All products must be clearly identified. In addition, hazardous substances shall be identified in accordance with WHMIS standards and the Contractor must maintain an accurate and an up to date MSDS binder at each location where chemical products are stored. Any dispensed chemicals must be labelled in accordance to WHMIS requirements.

The Contractor shall use green and/or biotechnology–based cleaning products that are environmentally friendly and do not affect wastewater treatment performance. To accomplish this, the products used must be recognized by an environmental certification program such as Eco Logo (environmental program of choice in Canada), Green Seal (United States) 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 will keep washroom scrubbing rags/cloths separate from those used for cleaning other areas of the building. The following protocol is required or some other means of providing reasonable assurance this requirement is followed

- Use white rags/cloths are used to clean washrooms.
- Use coloured cloths to clean all other areas.

The Contractor must provide employees with instructions and training on the safe handling and use of products.

The Contractor shall store equipment and products according to best practice and the manufacturer's requirements.

# PART C - CLEANING TASKS

# 9.0 GENERAL

The following sections apply to all applicable buildings unless specified for specific buildings only.

In the spirit of this contract, the intent is to maintain the facilities in a clean and orderly condition. The tasks outlined in the following sections are intended to provide context and scope of work expectations. Canada acknowledges that some of the finer details with cleaning tasks will be coordinated between the Project Authority and the Contractor. For example, some of the weekly tasks identified in this section may need to be executed more often based on time of year or during inclement weather. The contractor is expected to allow for such variances within reason at no additional cost to Canada.

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

The Contractor must clean each type of floor according to the manufacturer's recommendations. The cost of repairing any damage resulting from improper cleaning will be deducted from the

Floor stripping and waxing must be planned in advance and approved by the Project Authority.

#### 10.0 WORK TO BE PERFORMED DAILY

Contractor's monthly payment.

10.1 for Main Complex (Bldg 50), Blair House (Bldgl8), Heating Plant (Bldg 49), Patterson Building (Bldg 43) and Public Washrooms/Lunchroom/Office Space.

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

# Offices, rooms, lobbies, corridors, washrooms, floors, stairwells, and elevator.

- Vacuum carpeted areas (use HEPA, or ULPA ONLY) and/or mop floors.
- Polish, and remove finger marks and smudges from all exposed surfaces such as main entrances, doors, door glass, aluminium railings and partitions.
- Empty all recycle bins, garbage cans and replace liners daily. -Corrugated cardboard boxes to be picked up from hallways.
- Wash down tables and chairs in all lunchroom areas and the cafeteria. -Wash and thoroughly clean all washroom and rest room floors.
- Wash and clean metal Partitions, toilet bowls, urinals, sinks, and shower stalls. -Clean and polish mirrors, fixtures, and dispensers
- Maintain stock of toilet paper, hand towels, and soap. All, except soap, to be supplied by the Contractor.
- Window sills & desktops to be wiped down (items on desktop need to be returned to their original position) during evening hours only.
- Use individually packaged alcohol wipes to clean the mouth piece of telephones. One alcohol wipe per telephone.

# **10.2 for Laboratories** (Main complex - Bldg 50)

Clean Floors daily.

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

#### 11.0 WORK TO BE PERFORMED WEEKLY

# 11.1 for Carpenter's Shop (Bldg 52A, B, C, D) Offices, rooms, lobbies, corridors, washrooms, floors, and stairwells.

- -Vacuum carpeted areas (use HEPA, or ULPA ONLY) and/or mop floors.
- -Polish, and remove finger marks and smudges from all exposed surfaces such as main entrances, doors, door glass, aluminium railings and partitions.
- -Empty all recycle bins, garbage cans and replace liners daily. -Corrugated cardboard boxes to be picked up from hallways.
- -Wash down tables and chairs in all lunchroom areas and the cafeteria. -Wash and thoroughly clean all washroom and rest room floors.
- -Wash and clean metal partitions, toilet bowls, urinals, sinks, and shower stalls. -Clean and polish mirrors, fixtures, and dispensers.
- -Maintain stock of toilet paper, hand towels, and soap. All to be supplied by the Contractor.
- -Window sills & desktops to be wiped down (items on desktop need to be returned to their original position).
- -Use individually packaged alcohol wipes to clean the mouth piece of telephones. One alcohol pad per telephone.

# 12.0 WORK TO BE PERFORMED QUARTERLY

#### 12.1 General

-Vacuum and steam clean all carpeted areas

# **12.2** for Main Complex (Bldg 50), Blair House (Bldgl8), Heating Plant (Bldg 49), Patterson Building (Bldg 43).

-Wash and clean the interior and exterior of all windows four (4) times a year, in April, June, August and October. Windows are to be washed from the ground level only.

#### 13.0 WORK TO BE PERFORMED BI-ANNUALLY

# 13.1 for Main Complex (Bldg 50), Blair House (Bldgl8), Heating Plant (Bldg 49), Patterson Building (Bldg 43), public washrooms and Carpenter's Shop (Bldg 52A, B, C, D)

- -Clean and treat floor areas as required for protection and to maintain a good appearance. This includes waxing, stripping, polishing and buffing as required or requested.
- -Vacuum (HEPA or ULPA) and shampoo carpets when necessary to maintain a good appearance.

Offices, laboratories, rooms, lobbies, corridors, washrooms, stairwells and elevator: Clean all light fixtures, wall hangings and projectors, wall and floor heaters, air diffusers and exhaust grates and grills. Vacuum chairs in the evenings only

#### 14.0 WORK TO BE PERFORMED SEASONALLY

# 14.1 (May- October) Picnic Chalet and Grounds

- 3 times a week, non sequential days, empty garbage/recyclable containers, replace the liners, and pick up garbage/recyclables from the grounds,
- Sweep and clean floor of chalet once a week.

# 15.0 RECYCLING

# 15.1 Paper and cardboard

All paper and cardboard, unless marked otherwise, must be recycled and should not be thrown in the regular trash.

Cardboard containers should be flattened and placed in designated recycling dumpster at the rear/receiving section of building 50

All paper, including personal paper recycling receptacles located at personal workstations, must be collected and placed in designated recycling dumpster at the rear/receiving section of building 50.

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

#### 15.2 Plastics

All recyclable bins for plastics throughout the buildings will be emptied into the designated recycling dumpster at the rear/receiving section of building 50

All 'refundable' containers will be collected and removed from the site by the contractor.

Clear plastic bags must be used in all bins, containers or recycling centres used to recycle plastics.

# 16.0 As and When Requested Cleaning

Additional, emergency and one-time cleaning may be required in addition to the routine cleaning, scheduled cleaning and service calls.

If the work cannot be performed by the employees during their normal working hours and additional resources are needed, the Contractor may charge AAFC for additional services if detailed justification is provided to the Project Authority and he or she authorizes it in advance.

#### PART D - QUALITY CONTROL

#### 17.0 General

Canada reserves the right to inspect any of the contractors work completed under this contract.

Complaints from any building occupants regarding any part of the contract work will be redirected to the Project Authority; the Project Authority will then communicate with the Contractor for immediate consideration and action as required. As necessary, the Project Authority will meet with the Contractor to discuss any ongoing issues or complaints received.

When it is not possible for the Contractor to take corrective action or perform work that has not been completed on time, Canada reserves the right to have a third party perform the uncompleted work. The value of this work will be evaluated by the Project Authority and the Contract Authority and the full amount or a portion of the full amount may be deducted from the Contractor's monthly payment. In such a situation, the Contract Authority will send a written notice to the Contractor indicating a failure to meet its' obligations and indicate any amounts that will be deducted from the monthly payment.

#### 17.1 Formal Inspections

The Contractor is responsible for completing at least one formal inspection each month. The formal inspection shall be completed during the last week of the month. The inspection must be completed by a senior person such as the One Site Supervisor or another management representative from within the contractor firm. Quality standards compliance will be verified and the inspection will include a walk-through of all buildings cleaned under this contract. The Project Authority is not required to attend these inspections however he/she will be notified of the inspection date and reserves the right to attend as needed. Inspections will be followed up with a written report in a format that is clear and easily interpreted within one week of the inspection. Monthly inspections must be included and identified on the Annual Cleaning Schedule.

# 17.2 Guidelines on Quality Standards

After a cleaning, there will be no litter, dust, dirt, foreign bodies or cobwebs, including in the corners, behind or under the radiators, under the furniture or behind the doors.

After a cleaning, there will be no more spots, marks, streaks, water stains, splatters or cleaning product residue on any horizontal or vertical surface.

All furniture and equipment moved during the cleaning process are to be put back in their place.

Marks or scratches made by a machine on a vertical or horizontal surface are not tolerated. The Contractor is liable for damages, and repairs should be done to the satisfaction of Canada.

#### Floors: sweeping

✓ There must be no more dust, litter or other material in the corners, behind or under the portable heaters, under the furniture or behind the doors. ✓ There must be no layers of dust or dirt in places where the dust pan was used.

# Floors: damp mopping or washing

- ✓ All areas must be clean and free of surface stains, streaks and loose mop strands.
- ✓ The water, cleaning product and mop head must be reasonably clean when the floor
  is washed with a damp mop. Change the water and cleaning product often to avoid a
  muddy appearance or a ripple effect on the floor (which is not acceptable).
- ✓ Care must be taken not to let water or cleaning product seep under furniture or cabinets.

# Floors: polishing

- ✓ All floor surfaces must look glossy and clean.
- ✓ No scratches or spots shall remain on the surface of floors.
- ✓ After the floor is swept, no visible dust or dirt shall remain.
- ✓ There must be no marks or splashes left by the equipment on vertical surfaces.

# Floors: scrubbing or stripping

- ✓ Floors must have a clean, smooth look.
- After scouring, no accumulation of wax or protective coatings shall remain on the floor.
- ✓ No visible stains or dirt shall remain after the scheduled polishing.
- The corners, baseboards and wall edges must be properly washed so that no residue remains on these surfaces before applying wax or sealant.
- ✓ All furniture (except furniture attached to the floor) must be moved in order to clean the entire surface of the floor. Computer cables are glued to desks or other vertical surfaces with tape, so as not to interfere when possible.
- ✓ No traces of water, splatters or marks shall be left on vertical surfaces by the equipment.
- Propane fueled cleaning equipment is not permitted in the buildings under this contract.
- High Speed Floor Burnishers must be equipped with dust control if used for work under this contract.

#### Floors: sealant or protective coating/polish

- ✓ There must be no streaks, mop marks, missed spots or other evidence of incorrect application of cleaning products.
- Floors must look clean, shiny and smooth, including in the corners and under furniture.
- ✓ There must be no trace of sealant or wax on vertical surfaces.

#### Carpeting: vacuuming

- There must be no dust, dirt or other debris, including under the carpet runners.
- Carpets runners must be clean.

# Entrance mats, doormat grids and rubber mats

- ✓ The Contractor must maintain the entrance mats in the best way possible by following the guidelines below:
  - o Keep the mats dry and free of salt or sand.
  - Prevent the dirt and water from accumulating on the floor underneath the mats.
  - Put the entrance mats, rubber mats and doormat grids back in their place.

#### Baseboards, walls, doors and partitions

- No fingerprints, condensation, spots, splatters, dust, cobwebs or litter shall remain on surfaces.
- ✓ There must be no fingerprints or marks on metal accessories, leaving a clean and bright surface; a suitable cleaning product should be used to avoid damaging surfaces. The Contractor is liable for damages, and repairs should be done to the satisfaction of the Project Authority.

#### **Hydration Stations**

- No spots, marks, traces of water or residue shall be visible on porcelain, metal or enamel surfaces.
- ✓ All drinking fountains must be disinfected with an appropriate cleaning product.
- The spigot must be sparkling clean.

# Glass (glass doors, partitions, window frames, mirrors and sidelights)

- ✓ There must be no streaks, fingerprints or other unwanted marks on glass surfaces.
- ✓ All frames must be cleaned and polished, if applicable.
- ✓ There must be no water marks or splatters beside the glass.
- ✓ The surfaces must be shiny and clean.

# Metal embellishments (metal accessories)

- ✓ All surfaces must be clean and well polished with an appropriate cleaning product.
- There must be no streaks, fingerprints or other unwanted marks on the metal surfaces.
- ✓ There must be no water marks or splatters beside the metal parts.
- ✓ Polished surfaces must smooth and shiny.

# Containers (garbage bins, feminine hygiene receptacles and boxes)

- ✓ The containers must be clean and odourless.
- ✓ Plastic bags must be clean, intact and the right size.
- ✓ There must be no spots, dirt or dust on the outer surfaces of the garbage bins.
- ✓ The washroom garbage bins must be disinfected and the exterior polished, when applicable.
- ✓ The garbage bins must always be put back in their place after they are emptied.
- ✓ Bin liners must be replaced and not just emptied.

# Dispensers (paper and hand soap)

- ✓ The paper products must be the right size and properly inserted.
- ✓ The dispensers must be closed and locked properly, if necessary.
- There must be no streaks, fingerprints, other marks or stains on the surface of the dispensers.
- ✓ There must be no water marks or splatters on surfaces near the dispensers.
- ✓ Dispensers must be disinfected and their outer surfaces polished, if necessary,
- ✓ Hand soap dispensers must be cleaned and at least half full at all times.

# Countertops and backsplashes

No splashes, streaks, water marks, dirt, soap residue or debris shall be visible on surfaces and facings.

#### Sinks, washbasins, toilets, urinals and showers

- ✓ No traces of soap residue, scale, grime or dirt shall remain on the surface of the items or on the surrounding surfaces.
- ✓ There must be no sign of mold, streaks, spots, water marks, cleaning product residue, litter or sand on the exterior and interior surfaces of these items.
- ✓ There must be no trash or dirt in the drains.
- ✓ No discoloration (yellow marks) shall be visible on the porcelain finishes.

Note: The washrooms and kitchens are an extremely important part of the cleaning service. For this reason, Canada will be particularly demanding regarding their level of cleanliness.

# **Appliances**

- ✓ These include 'food only' refrigerators, microwave ovens.
- ✓ These items will be disinfected regularly and odorless.
- ✓ Appliances will be emptied by Canada prior to carrying out this work.

#### Furniture

- ✓ These numerous items are considered part of the vertical and horizontal surfaces and
  are therefore maintained as such.
- ✓ Furniture must always be put back in its place.
- ✓ Glass surfaces of desks and tables must be clean, and free of fingerprints, stains or
  other unwanted marks.
- ✓ There must be no dust on the seats.
- ✓ All photo frames, plaques and so on are to be are dusted.
- ✓ Light fixtures:
  - o No dirt shall remain on the furniture or floor beneath the light fixtures.
  - When washed, there must be no streaks or water marks on the furniture or the floors.
  - The diffusers must be put safely back in their place.

# Spaces reserved for the Contractor and maintenance areas

- ✓ All the floors must be clean.
- ✓ There must be no dust or stains on the accessories and walls.
- ✓ Buckets and carts must be emptied and odourless when they are not being used.
- ✓ No old papers, garbage or empty containers shall be left lying around the maintenance areas.

# PART E - GLOSSARY

- Clean/Cleaning: Janitorial services for the intended purpose of removing dirt, litter, spills, stains, fingerprints and other foreign matter on horizontal and vertical surfaces using appropriate product, accessories, tools and/or equipment. Synonyms: mop, sweep, wash.
- Disinfect/Disinfectant: Refers to using chemicals such as those identified through Health Canada as being effective in killing germs on hard surfaces. For the purpose of this contract disinfecting a hard surface not only includes spraying the surface with a disinfectant, it also includes wiping the disinfected surface after killing germs to remove them.
- Disruption: Contractor employees will make reasonable effort not to interfere with the work of Canada by minimizing noise levels, avoiding high traffic areas during peak periods and by minimizing interruptions.
- Dust/Dusting: Remove dust, dirt, debris and other foreign matter using a dust suppressant product or electrostatic mop.
- High Rise Window: Includes all exterior windows and interior windows which cannot be easily or safely reached by reasonable means from floor level or by a person not climbing a ladder higher than 3.1 meters above floor level.
- Litter: Paperclips, pieces of paper, mop strings, pins, staples, gum and other items discarded on floors, carpets, furniture and other horizontal surfaces. Synonym: waste.
- Metal polishing: Remove smudges, marks and stains on metallic surfaces using a suitable cleaning product, according to the manufacturer's instructions, and ensure that there is no greasy residue. Restore the metal's shiny appearance and leave no fingerprints or streaks.
- **Personal Protective Equipment (PPE):** Clothing and equipment that is worn or used in order to provide protection against hazardous substances or environments
- Polish: Remove scuff marks and restore sheen to the floor using a high-speed
  polisher with a suitable buffer and maintenance product. There must be neither dust
  nor dirt left on the floor after polishing. The floor must have a uniform glossy
  appearance. Take care not to hit or splash anything.
- Qualified Employee: Any employee of the Contractor who is assigned work under
  this contract. Before being assigned work such employees must have successfully
  completed WHMIS training. They must have the required security clearance. They
  must be either be thoroughly trained by the contractor regarding work expectations or
  have demonstrated experience with similar work. Training shall be updated and
  adapted to the needs of this contract. All personnel working under the contract must
  be able to communicate in one of two Canadian Official Languages.
- Scheduled Cleaning (two types): Annual Scheduled Cleaning includes tasks scheduled at a frequency of one week and greater and Daily Routine provides an outline of the daily routine with respect to work areas. The Annual schedule is intended to cover 'when' a given task will be completed where-as the Daily Routine is 'where' cleaners are expected to be during the various times throughout the day.

- Steam cleaning: Use a water jet spray with suitable detergent to remove dust, dirt and carpet stains. Then, apply an anti-static product. Carpets runners must be clean and there must be no dust or dirt around or beneath them. All furniture and equipment moved during the cleaning operation must be returned to its original location when the carpet is dry. Upon completion, carpeted areas must look clean, feel clean and not have offensive odours.
- **Stairwells:** Vertical structure which includes stairs, risers, railings, ramps, landings, baseboards, walls, doors and glass partitions.
- Strip: Remove coats of finish on floors using a low-speed polisher with abrasive buffers and the appropriate cleaning solution. The Project Authority will arrange to move large furniture. This task should include the following:
  - Scouring the floor, corners and baseboards (if necessary);
  - Neutralizing and rinsing the floor;
  - Washing the baseboards;
  - Rinsing the floor again;
  - When the floor is dry, applying two water-based sealant layers;
  - If necessary, when the sealant is dry, applying two coats of wax; and
  - when the wax is dry, routine polishing.

When the work is completed, no trace of sealant or wax shall remain. There must be no water marks, splashes or machine marks on the walls, baseboards or other surfaces. No streaks, mop strings, marks, missed spots or any other signs of negligence in the cleaning shall be visible. The floor must look clean and shiny, including in corners areas where furniture or partitions meet the floor.

- Sweep: Remove dust, dirt and debris from the floor, the stairs and landings with a
  dust suppressant, if necessary, and a broom of the right size.
- Touch Points: These are surfaces which are generally considered to have exposure to multiple individuals per day. Such surfaces are frequently touched by multiple individuals include but not limited to door handles, keypad touch screens, button panels, light switches, hand rails, counter and/or table tops in common areas, soap or hand towel dispensers, faucet or flush handles, common telephones or keypads, water fountains, etc. Touch points or touch point cleaning is identified in the spirit of disinfecting with the intent of mitigating the spread of disease or virus throughout the population.
- Wash: refer to glossary term "clean"
- **Vacuum:** Remove litter, dust and dirt on the floors and other surfaces with a vacuum cleaner equipped with appropriate accessories to clean hard-to-reach places.

# PART F - SITE AND FLOOR PLANS

Site/Floor Plans only available for Building 50 (Main Complex) and Building 49 (Heating Plant). Site visit required to visually see/understand other spaces. Only highlighted areas on floor plans provided require cleaning as set out in Section C.

# **Key for Building 50 (Main Complex) Floor Plan:**

Hallways – highlighted Yellow
Common Spaces - highlighted Pink
Stairwells - highlighted Green
WR - Washrooms
Ele - Elevator

Un-highlighted areas/rooms do not require cleaning under this contract.

# Key for Building 49 (Heating Plant) Floor Plan:

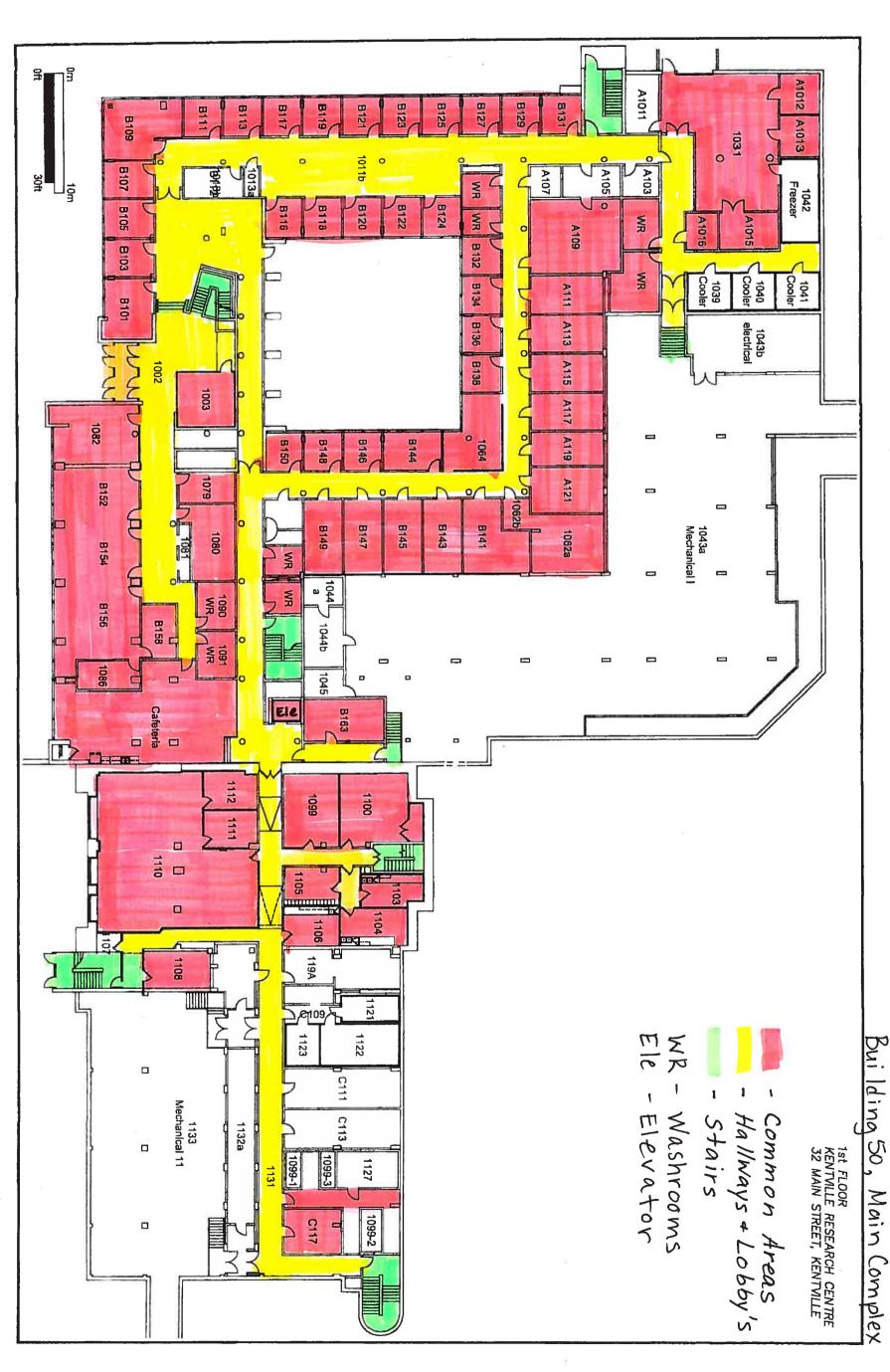
Hallways – highlighted Yellow
Common Spaces - Stairwells - highlighted Green
WR - Washrooms

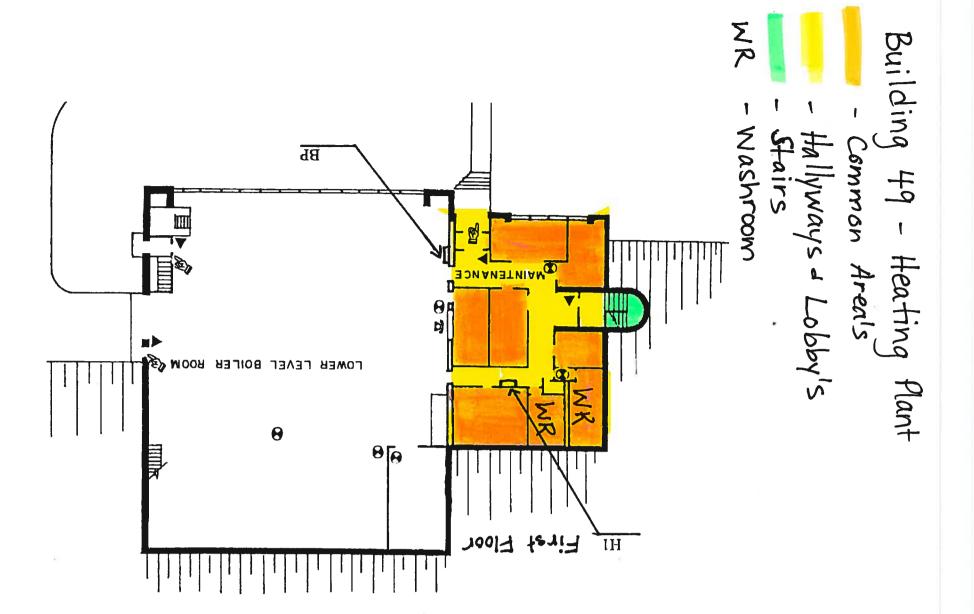
Un-highlighted areas/rooms do not require cleaning under this contract.

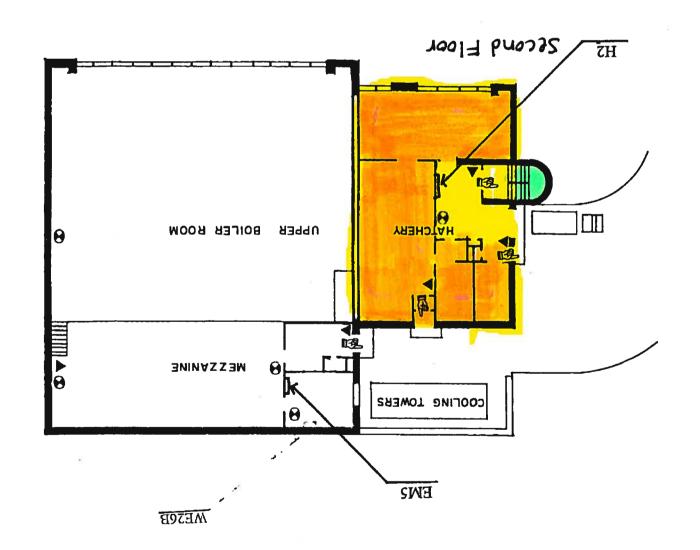
# PART G – FLOOR WAXING ZONE BREAKDOWN

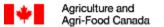
Main Complex (Bldg 50) & Heating Plant (Bldg 49) all highlighted hallways on Floor Plans provided are done bi-annually, as per Cleaning Task 13.0.

Other floors as and when required and requested by the Facility Manager.









#### **ANNEX B - BASIS OF PAYMENT**

\*Prices must exclude taxes

Initial contract period: From December 1, 2023 to November 30, 2024

#### 1.1 For work under the contract described in Annex A - Statement of Work.

The Contractor shall be paid in accordance with the following:

Bldg.	A Approx. Area Included	Brief Description of Area	B Firm Monthly Cost	C Number of Months/Year	D Yearly Cost (D = B x C)
18	7,800 f <sup>2</sup>	Blair House, Offices, Hallways, Storage, Washrooms	\$	12	\$
24	800 f <sup>2</sup>	Picnic Grounds – Chalet (seasonal cleaning only from May through November)	\$	\$ 12	
43	1,490 f²	Staff Restroom, Lunchroom, and Office space	\$	12	\$
49	4,018 f²	Heating Plant Offices, general work area, hallways, Laboratories and washrooms (refer to highlighted areas on floor plan)	\$	12	\$
50	76,321 f²	Main Complex Offices/Laboratory/Meeting Rooms, Hallways, Washrooms (refer to highlighted areas on floor plan)	\$	12	\$
52	80 f <sup>2</sup>	Washrooms A, B, C, D	\$	12	\$
TOTAL	90,509 f <sup>2</sup>				\$

**1.2 For additional workload** described in Annex A – Statement of Work, Part A, Section 1.1b – Changes to Contract Requirements For Extra Work.

	Sup	ervisor	Genera	I Cleaner
During Regular Work Hours Monday to Friday	\$	/ hr	\$	<u>/ hr</u>

Total bid price (column D)

01B46-23-012

Cost per square foot per month

Outside Regular Work Hours Night Shift, Saturday & Sunday	<u>\$</u>	<u>/ hr</u>	\$	/ hr	
r <u>contract adjustment-</u> described in <i>A</i> tra Work Contract Adjustment - Cost			of Work,	Part A, Section	on 1.1a – <b>Changes to Contract Requirements</b>

÷ 12

Cost per square foot

Optional Year 1: From December 1, 2024 to November 30, 2025

## 2.1 For work under the contract described in Annex A Statement of Work.

90, 509 f<sup>2</sup>

Total area to maintain

Bldg.	A Approx. Area Included	Brief Description of Area	B Firm Monthly Cost	C Number of Months/Year	D Yearly Cost (D = B x C)
18	7,800 f <sup>2</sup>	Blair House, Offices, Hallways, Storage, Washrooms	\$	12	\$
24	800 f <sup>2</sup>	Picnic Grounds – Chalet (seasonal cleaning only from May through November)	\$	12	\$
43	1,490 f²	Staff Restroom, Lunchroom, and Office space	\$	12	\$
49	4,018 f²	Heating Plant Offices, general work area, hallways, Laboratories and washrooms (refer to highlighted areas on floor plan)	\$	12	\$
50	76,321 f²	Main Complex Offices/Laboratory/Meeting Rooms, Hallways, Washrooms (refer to highlighted areas on floor plan)	\$	12	\$
52	80 f <sup>2</sup>	Washrooms A, B, C, D	\$	12	\$
TOTAL	90,509 f <sup>2</sup>				\$

01B46-23-012

Cost per square foot per month

**2.2** For <u>additional workload</u> described in Annex A – Statement of Work, Part A, Section 1.1b – Changes to Contract Requirements For Extra Work.

		Sup	ervisor	General Cleaner		
a)	During Regular Work Hours Monday to Friday	<u>\$</u>	<u>/hr</u>	\$	/hr	
b)	Outside Regular Work Hours Night Shift, Saturday & Sunday	\$	/hr	\$	/hr	

Total area to maintain

2.3	For contract adjusting	<u>ent-</u> aesi	cribed in Annex A -	- Statement d	or vvork, i	Part A, Section 1	.1a – <b>C</b>	nanges tر	o Contract Requirement	its For
	Extra Work Contract	Adjustme	ent - Cost per squar	re foot						
	\$	÷	90. 509 f <sup>2</sup>	=	\$	÷ 12	=	\$	/f²	

Cost per square foot

## Optional Year 2: From December 1, 2025 to November 30, 2026

Total bid price (column D)

3.1 For work under the contract described in Annex A Statement of Work.

Bldg.	A Approx. Area Included	Brief Description of Area	B Firm Monthly Cost	C Number of Months/Year	D Yearly Cost (D = B x C)
18	7,800 f <sup>2</sup>	Blair House, Offices, Hallways, Storage, Washrooms	\$	12	\$
24	800 f <sup>2</sup>	Picnic Grounds – Chalet (seasonal cleaning only from May through November)	\$	12	\$
43	1,490 f²	Staff Restroom, Lunchroom, and Office space	\$	12	\$
49	4,018 f <sup>2</sup>	Heating Plant Offices, general work area, hallways, Laboratories and washrooms (refer to highlighted areas on floor plan)	\$	12	\$

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TOTAL	90,509 f <sup>2</sup>	774071100711071, 5, 0, 5	Ι Ψ	12	\$
52	80 f <sup>2</sup>	Washrooms A, B, C, D	\$	12	\$
50	76,321 f²	Main Complex Offices/Laboratory/Meeting Rooms (refer to highlighted areas on floor plan)	\$	12	\$

**3.2** For <u>additional workload</u> described in Annex A – Statement of Work, Part A, Section 1.1b – Changes to Contract Requirements For Extra Work.

		Sup	ervisor	General Cleaner	
a)	During Regular Work Hours Monday to Friday	\$	/hr	\$	/hr
b)	Outside Regular Work Hours Night Shift, Saturday & Sunday	\$	<u>/hr</u>	\$	/hr

3.3	For contract adjust Extra Work Contract				Wor	k, Part A, Section 1.	1a – <b>C</b>	hanges	to Contract Requirement	nts For
	\$	÷	90, 509 f <sup>2</sup>	=	\$	÷ 12	=	\$	/f²	
	Total bid price (colu	mn D)	Total are	a to maintain		Cost per squar	re foot		Cost per square foot p	oer montl

Optional Year 3: From December 1, 2026 to November 30, 2027

4.1 For work under the contract described in Annex A Statement of Work.

Bldg.	A Approx. Area Included	Brief Description of Area	B Firm Monthly Cost	C Number of Months/Year	D Yearly Cost (D = B x C)
18	7,800 f <sup>2</sup>	Blair House, Offices, Hallways, Storage, Washrooms	\$	12	\$
24	800 f²	Picnic Grounds – Chalet (seasonal cleaning only from May through November)	\$	12	\$

Agriculture et Agroalimentaire Canada

01B46-23-012

TOTAL	90,509 f <sup>2</sup>			\$
52	80 f <sup>2</sup>	Washrooms A, B, C, D	\$ 12	\$
50	76,321 f²	Main Complex Offices/Laboratory/Meeting Rooms (refer to highlighted areas on floor plan)	\$ 12	\$
49	4,018 f²	Heating Plant Offices, general work area, hallways, Laboratories and washrooms (refer to highlighted areas on floor plan)	\$ 12	\$
43	1,490 f²	Staff Restroom, Lunchroom, and Office space	\$ 12	\$

**4.2 For** additional workload described in Annex A – Statement of Work, Part A, Section 1.1b – Changes to Contract Requirements For Extra Work.

		Supervisor General Clea		l Cleaner	
a)	During Regular Work Hours Monday to Friday	<u>\$</u>	<u>/hr</u>	\$	/hr
b)	Outside Regular Work Hours Night Shift, Saturday & Sunday	\$	<u>/hr</u>	N	I/A

4.3	For contract adjustment- described in Annex A – Statement of Work, Part A, Section 1.1a – Changes to Contract Requirements For
	Extra Work Contract Adjustment - Cost per square foot

\$ ÷	90, 509 f <sup>2</sup>	\$_	÷ 12 =	\$ /f <sup>2</sup>	
Total bid price (column D)	Total area to maintain	n	Cost per square foot	Cost per square foot per n	nonth

Optional Year 4: From December 1, 2026 to November 30, 2027

## 5.1 For work under the contract described in Annex A Statement of Work.

	Α		В	С	D
Bldg.	Approx. Area Included	Brief Description of Area	Firm Monthly Cost	Number of Months/Year	Yearly Cost (D = B x C)

01B46-23-012

TOTAL	90,509 f <sup>2</sup>			\$
52	80 f <sup>2</sup>	Washrooms A, B, C, D	\$ 12	\$
50	76,321 f²	Main Complex Offices/Laboratory/Meeting Rooms (refer to highlighted areas on floor plan)	\$ 12	\$
49	4,018 f²	Heating Plant Offices, general work area, hallways, Laboratories and washrooms (refer to highlighted areas on floor plan)	\$ 12	\$
43	1,490 f²	Staff Restroom, Lunchroom, and Office space	\$ 12	\$
24	800 f <sup>2</sup>	Picnic Grounds – Chalet (seasonal cleaning only from May through November)	\$ 12	\$
18	7,800 f <sup>2</sup>	Blair House, Offices, Hallways, Storage, Washrooms	\$ 12	\$

**5.2 For** additional workload described in Annex A – Statement of Work, Part A, Section 1.1b – Changes to Contract Requirements For Extra Work.

		Sup	ervisor	Genera	al Cleaner
a)	During Regular Work Hours Monday to Friday	\$	/hr	<u>\$</u>	/hr
b)	Outside Regular Work Hours Night Shift, Saturday & Sunday	\$	<u>/hr</u>	\$	/hr

	\$ ÷ Total bid price (column D)	90, 509 f² Total area t	= \$ to maintain	÷ 12 = Cost per square foot	\$ /f² Cost per square foot per month
YEA	RS GRAND TOTAL				
or the	e performance of <b>regular work</b>	under the contract des	cribed in Annex A S	Statement of Work:	

01B46-23-012



(Total cost initial contract + Total cost of option y Total cost year #1 + Total cost of option year #2 + Total cost of option year #3 + Total cost of option year #4)

SIGNATURE			
Signed at:		day of	2023
(City and Provi	ince)		
Name and address of vendor/Compa	ny: (including Postal Co	ode)	
No. 10 CO			
Name of bidder:			
Bidder's Position:			
Bidder's Signature:			



du Canada

Contract Number / Numéro du contrat
TBD
Security Classification / Classification de sécurité

ANNEX C

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A -	INFORMATION CONTRAC		O A LA OL	.GOITTE (EVEITO)	
1. Originating Government Department or Organization			2. Branch o	r Directorate / Direction génér	ale ou Direction
Ministère ou organisme gouvernemental d'origine	AAFC		Corpora	te  Management Branch	
3. a) Subcontract Number / Numéro du contrat de sou	ıs-traitance 3. b) Na	me and Addres		tractor / Nom et adresse du sc	ous-traitant
4. Brief Description of Work / Brève description du tra	vail				
Requirement for a multi-year contract for Janitorial servic contract covers several buildings on site and as requeste holidays listed here: https://www.canada.ca/en/revenue-a	d by the Project Authority may o	ccasionally requi	re weekend he	ours as well. No work shall take pl	ace on the pub <b>l</b> ic
5. a) Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandise					No Ves Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?  Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?					No Yes Oui
<ol><li>Indicate the type of access required / Indiquer le ty</li></ol>	pe d'accès requis				
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?  Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?  (Specify the level of access using the chart in Question 7. c)  (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)					✓ No Yes Non Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.  Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.					Non ✓ Oui
6. c) Is this a commercial courier or delivery requirement with <b>no</b> overnight storage?  S'agit-il d'un contrat de messagerie ou de livraison commerciale <b>sans</b> entreposage de nuit?					✓ No Yes Oui
7. a) Indicate the type of information that the supplier	will be required to access / I	ndiquer le type	d'informatio	n auquel le fournisseur devra	avoir accès
Canada	NATO / OTAN			Foreign / Étranger	
7. b) Release restrictions / Restrictions relatives à la c					
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN			No release restrictions Aucune restriction relative à la diffusion	
Not releasable À ne pas diffuser					
Restricted to: / Limité à :	Restricted to: / Limité à :			Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Pré	ciser le(s) pays	:	Specify country(ies): / Précis	er le(s) pays :
7. c) Level of information / Niveau d'information					
PROTECTED A PROTÉGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ			PROTECTED A PROTÉGÉ A	
PROTECTED B	NATO RESTRICTED	_	<del> </del>	PROTECTED B	一
PROTÉGÉ B	NATO DIFFUSION RESTI	REINTE L		PROTÉGÉ B	
PROTECTED C	NATO CONFIDENTIAL			PROTECTED C	
PROTÉGÉ C	NATO CONFIDENTIEL			PROTÉGÉ C	
CONFIDENTIAL	NATO SECRET		1	CONFIDENTIAL	
CONFIDENTIEL L	NATO SECRET			CONFIDENTIEL	블
SECRET SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET			SECRET SECRET	
TOP SECRET			1	TOP SECRET	
TRÈS SECRET				TRÈS SECRET	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)				TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	

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Security Classification / Classification de sécurité

**Canadä** 



Contract Number / Numéro du contrat	
TBD	
Security Classification / Classification de sécurité	

8. Will th	(continued) / PARTIE A (suite) e supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?	No Yes			
Le fou	ırnisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	✓ Non — Oui			
	, indicate the level of sensitivity: l'affirmative, indiquer le niveau de sensibilité :				
9. Will th	e supplier require access to extremely sensitive INFOSEC information or assets?  Irnisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	No Yes Oui			
	Title(s) of material / Titre(s) abrégé(s) du matériel :				
	nent Number / Numéro du document : - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)				
	ersonnel security screening level required / Niveau de contrôle de la sécurité du personnel requis				
[	RELIABILITY STATUS CONFIDENTIAL SECRET TOP SECRET TRÈS SEC				
		TOP SECRET FRÈS SECRET			
	SITE ACCESS ACCÈS AUX EMPLACEMENTS				
	Special comments:				
	Commentaires spéciaux : Contractors personnel must be security cleared, reliability, before coming on site.				
	NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un quide de classification de la sécurité doit être	fourni.			
	ay unscreened personnel be used for portions of the work?	No Yes			
1	u personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	Non Oui			
	If Yes, will unscreened personnel be escorted?  Dans l'affirmative, le personnel en question sera-t-il escorté?  No Yes  Oui				
	- SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)				
INFOR	MATION / ASSETS / RENSEIGNEMENTS / BIENS				
11. a) W	fill the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or	✓ No Yes			
1	emises? e fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou	Non Oui			
	ASSIFIÉS?				
11 6) W	ill the supplier be required to safeguard COMSEC information or assets?	No Yes			
	e fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	✓ Non Oui			
PRODI	JCTION				
11. c) Wi	Il the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment	☐ No ☐Yes			
1	cur at the supplier's site or premises?	✓ Non Oui			
1	es installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTEGE /ou CLASSIFIÉ?				
INFOR	MATION TECHNOLOGY (IT) MEDIA. ( CURRORT RELATIC À LA TECHNOLOGIE RE L'INFORMATION (TI)				
INFOR	MATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)				
11 d) Wi	Il the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED	✓ No Yes			
int	formation or data?	✓ NonOui			
	e fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des nseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?				
11. e) Wi	Il there be an electronic link between the supplier's IT systems and the government department or agency?	No Yes			
Di	sposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence uvernementale?	✓ Non Cui			

TBS/SCT 350-103(2004/12)

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#### PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

#### SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie		OTÉ(				NATO				COMSEC						
	А	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC		OTECT ROTÉG		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		Très Secret	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	А	В	С	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No Non  Non							Yes Oui									

Renseignements / Big	ens	1 1								1			
Production													
IT Media / Support TI													
IT Link / Lien électronique													
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  « Classification de sécurité » au haut et au bas du formulaire.													
12. b) Will the do	"Classification de securité » au flaut et au bas du formulaire.  12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?									✓ No Non	Yes Oui		
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).													
					•								





Contract Number / Numéro du contrat	
TBD	
Security Classification / Classification de sécurité	

PART D - AUTHORIZATION / PART	ΓΙΕ D - AUTORISAΤΙΟ	N					
13. Organization Project Authority / 0	Chargé de projet de l'or	ganisme					
Name (print) - Nom (en lettres moulé	es)	Title - Titre	Signature Digitally signed by Janice				
Janice Carter		Integrated S	Services Manager	-	Janice (	Carter Date: 2023.04.24 12:25:09	
Telephone No N° de téléphone 902-365-8520	télécopieur	E-mail address - Adresse coul janice.carter@agr.gc.ca	rriel	Date	-03000		
14. Organization Security Authority /	Responsable de la séc	urité de l'orgar	nisme				
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature			
Lise Levesque-Masson		Coordinator	r, SRCL and Passport Officer	Lise Lev Masson	e Levesque- ASSON  Digitally signed by Lis Levesque-Masson Date: 2023.05.02 13:36		
Telephone No N° de téléphone	Facsimile No N° de	té <b>l</b> écopieur	E-mail address - Adresse coul	rriel	Date		
613-773-1464	613-773-1488		c.ca				
<ol> <li>Are there additional instructions ( Des instructions supplémentaires</li> </ol>				t-elles jointes	s?	Von Ves Oui	
16. Procurement Officer / Agent d'ap	provisionnement						
Name (print) - Nom (en lettres moulé	ees)	Title - Titre		Signature			
Telephone No N° de téléphone	télécopieur	E-mail address - Adresse con	ourriel Date				
17. Contracting Security Authority / A	utorité contractante en	matière de sé	curité		1		
Name (print) - Nom (en lettres moulé	Title - Titre		Signature				
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse con	urrie <b>l</b>	Date		

Security Classification / Classification de sécurité

# ANNEX D - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

Contract.	
	er information on the Federal Contractors Program for Employment Equity visit nent and Social Development Canada (ESDC) – Labour's website.
Date: closing da	(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation ate.)
Complete	e both A and B.
A. Check	only one of the following:
( ) A1.	The Bidder certifies having no work force in Canada.
( ) A2.	The Bidder certifies being a public sector employer.
	The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity Act</u> .
	The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
A5. The	Bidder has a combined workforce in Canada of 100 or more employees; and
( ) OR	A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
	A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity (LAB1168)</u> to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
B. Check	only one of the following:
( ) B1.T	he Bidder is not a Joint Venture.
OR	
( ) B2.	The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

#### Annex E

# **Integrity Declaration Form**

An Integrity declaration form must be submitted when one or more of the following conditions apply:

- the supplier has, in the past three years, been charged with or convicted of one of the offences listed in the *Ineligibility and Suspension Policy* (the "policy"); and/or
- 2. the **supplier** has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the offences listed in the policy; and/or
- 3. one of the **supplier's affiliates**¹ has, in the past three years, been convicted of one of the offences listed in the policy, or has, in the past three years, been convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the offences listed in the policy; and/or
- 4. the supplier is unable to provide any of the certifications required by the <u>Integrity</u> provisions.

# **SECTION 1: SUPPLIER INFORMATION**

Supplier's legal name:	
Supplier's address:	
Supplier's procurement business	
number (PBN):	
Lease or solicitation number:	
Date of bid, offer submission date	
or closing date of Invitation to Offer:	
(YYYY-MM-DD)	

#### **SECTION 2: FOREIGN CRIMINAL OFFENCES**

If applicable, please provide a complete list of all foreign criminal charges and convictions received in the past three years, pertaining to you, and foreign criminal convictions pertaining to your affiliates that, to the best of your knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions received in the past three years, including the information below, in a separate document under the heading **Foreign Criminal Offences**, to be included with this form.

Name of party with charge or conviction	
3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	

#### **Protected B** when completed

Relationship of party to supplier	
Foreign country and jurisdiction where	
charge/conviction occurred	
Specify whether charge or conviction	
Section number and law under which	
charge/conviction occurred	
Date of charge/conviction (YYYY-MM-	
DD)	
Domestic offence that may be similar	
Additional Comments:	

Additional charges/convictions are identified in a separate document included with this form:

Yes □ No □

# **SECTION 3: INABILITY TO PROVIDE A CERTIFICATE**

#### A. FOREIGN CRIMINAL CHARGES AND CONVICTIONS

If you are unable to certify that you have provided the required list of all foreign criminal charges and convictions received in the past three years, you must explain why. The explanation should be provided in a separate document under the heading <u>Inability to Certify as to Foreign Criminal Charges and Convictions</u>, to be included with this form. Public Works and Government Services Canada (PWGSC) may request additional information from you.

An explanation regarding foreign criminal charges and convictions received in the past three years is provided in a separate document included with this form:

Yes □ No □

## B. DOMESTIC CRIMINAL OFFENCES AND OTHER CIRCUMSTANCES

If a domestic criminal offence or other circumstance described in the Policy applies to you or one of your affiliates, you must identify that offence or circumstance, below. By marking a box beside an offence, you are acknowledging that the identified party, be it you or an affiliate, has been charged with, convicted of or pleaded guilty to, that offence in the past three years. In the row titled Comments, you must identify the affected party by name and specify how the particular offence you have identified applies to the named party.

Offence		Supplier	Affiliate
Financia	al Administration Act		
80(1)(d):	False entry, certificate or return		
	Fraud against Her Majesty		
154.01:			
	, ,		
Crimina			
121:	Frauds on the government and contractor		
404	subscribing to election fund		
124:	Selling or purchasing office		
380:	Fraud – committed against Her Majesty		
418:	Selling defective stores to Her Majesty		
Crimina	I Code		
119:	Bribery of judicial officers		
120:	Bribery of officers		
346:	Extortion		
366:	Forgery		
367:	Punishment for forgery		
368:	Use, trafficking or possession of a forged		
	document		
382:	Fraudulent manipulation of stock exchange		
	transactions		
382.1:	Prohibited insider trading		
397:	Falsification of books and documents		
422:	Criminal breach of contract		
426:	Secret commissions		
	Laundering proceeds of crime		
467.11:	Participation in activities of criminal		
	organization		
467.12:	Commission of offence for criminal		
	organization		
467.13:	0		
	criminal organization		
_	ition Act		
45:	Conspiracies, agreements or arrangements		
	between competitors		
46:	Foreign directives		
47:	Bid rigging		
49:	Agreements or arrangements of federal		
	financial institutions		
52:	False or misleading representation		
53:	Deceptive notice of winning a prize		
Corruption	on of Foreign Public Officials Act		

#### Protected B when completed

3: 4:	Bribing a foreign public official Accounting				
5:	Offence committed outside Canada				
Control	led Drugs and Substances Act				
5:	Trafficking in substance				
6:	Importing and exporting				
7:	Production of substance				
Lobbyin	g Act				
-	tion of Lobbyists				
5:	Consultant Lobbyists				
7:	In-house Lobbyists (Corporations and				
	Organizations)				
Income	Tax Act				
239:	False or deceptive statements				
Excise	Tax Act				
327:	False or deceptive statements				
Other circumstances (specify)					
Comments					

# C. INABILITY TO CERTIFY AS TO A DETERMINATION OF INELIGIBILITY OR SUSPENSION

If you are aware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor<sup>2</sup>, you should explain the circumstances in this form, including details relating to your capacity to participate in a federal contracting process. With respect to an ineligible or suspended subcontractor, include a copy of the written consent provided by the contracting department or agency to propose the ineligible or suspended subcontractor.

If you are otherwise unable to certify that you are unaware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor you must explain why.

#### **Protected B** when completed

All required explanations should be provided in a separate document under the heading <u>Inability to Certify as to a Determination of Ineligibility or Suspension</u>, to be included with this form.

PWGSC may request additional information from the supplier.

An explanation regarding a de separate document included	<u> </u>	or suspension is provided in a
Yes □ No □		
Declaration		
form is, to the best of my known may request additional inform misleading certification or deconon-responsive. I am also aw	declare that the whedge and belief, true, and action relating to this declaration will result in my pare that Canada may term supplier has provided a fee Policy, the supplier will be	he information provided in this occurate and complete. PWGSC aration. I am aware that a false or proposal or offer being deemed minate a contract or real property alse or misleading certification or
		Signature, Date
Telephone number		

# With Thanks

Email address

We appreciate your interest in doing business with the Government of Canada and your understanding of the additional steps that must be taken to protect the integrity of Canada's procurement and real property processes.

# **Guidance Document for the Declaration Form**

This Integrity declaration form is for use by bidders in procurement processes and by vendors, purchasers, tenants and lessors in real property transactions. In this form, the term "supplier" includes bidders, vendors, purchasers, tenants and lessors. The term "party" is used in this form to include suppliers and affiliates.

The Integrity provisions contained in instruments involved in procurement processes and real property transactions require a supplier to submit an Integrity declaration form when one or more of the following conditions apply:

- 1. the **supplier** has, in the past three years, been charged with or convicted of one of the offences listed in the *Ineligibility and Suspension Policy* (the "policy"); and/or
- 2. the **supplier** has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the offences listed in the policy; and/or
- 3. one of the **supplier's affiliates**<sup>1</sup> has, in the past three years, been convicted of one of the offences listed in the policy, or has, in the past three years, been convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the offences listed in the policy; and/or
- 4. the supplier is unable to provide any of the certifications required by the <u>Integrity provisions</u>.

An Integrity Declaration Form must be submitted only when one of these circumstances applies to the supplier. When no form is submitted, it will be understood to mean that none of these circumstances apply to the supplier.

A supplier that provides a false or misleading certification or declaration will have its proposal or offer deemed non-responsive. Canada may also terminate a contract or real property agreement for default in such circumstances. Moreover, further to the Policy, a supplier will be ineligible for award of a contract or real property agreement for 10 years.

# 1. Foreign Criminal Offences

The Policy provides, among other things, that a supplier may be ineligible for award of a contract or real property agreement when the supplier has, in the past three years, been charged with or the supplier or one of its affiliates has, in the past three years, been convicted of a similar offence in a foreign jurisdiction. The Integrity provisions require a supplier to provide a complete list of all foreign criminal charges and convictions, received in the past three years, pertaining to itself, and all foreign criminal convictions pertaining to its affiliates that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The domestic offences listed in the Policy, including their section numbers, are identified in section B of this form, under the heading **Domestic Criminal Offences and Other Circumstances**. PWGSC determines whether a foreign

offence and an offence listed in the Policy are similar. PWGSC may seek additional information from a supplier for purposes of making this determination.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions, including all necessary information, in a separate document under the heading **Foreign Criminal Offences**, to be included with this form.

# 2. Inability to Provide a Certificate

The Integrity provisions provide that, by submitting a bid or offer, a supplier is certifying to the truth of the statements described by the provisions.

Generally speaking, a supplier is certifying that:

- it has read and understands the Policy, including that it may be declared ineligible to enter into a contract or real property agreement with Canada in certain circumstances;
- none of those circumstances that will or may result in the supplier being ineligible to enter, or suspended from entering, a contract or real property agreement apply to it; and
- 3. it has provide a complete list of all foreign criminal charges and convictions received in the past three years, pertaining to itself, and all foreign criminal convictions pertaining to its affiliates that, to the best of its knowledge and belief, may be similar to one of the domestic offences listed in the Policy.

When a supplier is unable to provide any of the certifications required by the Integrity provisions, it must complete and submit this Form with its bid or offer.

# A. Foreign Criminal Charges and Convictions

As noted above, the Integrity provisions require a supplier to provide a complete list of all foreign criminal charges and convictions, received in the past three years, pertaining to itself, and all foreign criminal convictions pertaining to its affiliates filed in the past three years that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The complete list of foreign criminal charges and convictions, if any, must be submitted using this form. By submitting a bid or offer, a supplier is certifying that it has provided a complete list of all such foreign criminal charges and convictions, if any.

If a supplier is unable to certify that it has provided the required list of all foreign criminal charges and convictions received in the past three years, it must explain why. The explanation should be provided in a separate document under the heading **Foreign Criminal Charges and Convictions**, to be included with this form. PWGSC may request additional information from the supplier.

#### B. Domestic Criminal Offences and Other Circumstances

The Integrity provisions require a supplier to certify that, in the past three years, none of the domestic criminal offences listed in sections 6(a) to (c) of the Policy, as identified in section 3.B of this form, and other circumstances described in the Policy, that will or may result in a determination of ineligibility or suspension, apply to it or one of its affiliates. A criminal offence applies to a party where the party has been charged with, convicted of or pleaded guilty to, the offence in the past three years and has not received a pardon for the offence. Other circumstances identified in the Policy that will or may result in ineligibility or suspension include entering into a first-tier subcontract with an ineligible or suspended supplier [Policy, s. 6(d)], providing a false or misleading certification or declaration [Policy, s. 6(e)] and breaching a term or condition of an Administrative Agreement with PWGSC [Policy, s. 7(c)].

When a criminal offence or other circumstance described in the Policy, occurring in the past three years, applies to a supplier or one of its affiliates, the supplier must identify that offence or circumstance. By marking a box beside an offence, a supplier is acknowledging that in the past three years, the identified party, be it the supplier, an affiliate or a first-tier subcontractor, has been charged with, convicted of or pleaded guilty to, that offence. In the row titled Comments, the supplier must identify the affected party by name and specify how the particular offence it has identified applies to the named party.

# C. Inability to Certify as to a Determination of Ineligibility or Suspension

The Integrity provisions require a supplier to certify that it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it, one of its affiliates or a proposed first-tier subcontractor. The process for determining the status of a party under the Policy is described in section 16(b) of the Policy. When a supplier is unable to provide this certification, it must complete this form.

Under section 15 of the Policy, titled Public Interest Exception ("PIE"), a contracting authority may enter into a contract or real property agreement with an ineligible or suspended supplier in narrow circumstances if the relevant Deputy Head or equivalent considers that doing so is in the public interest. Subject to receiving a PIE, an ineligible or suspended supplier that participates in a competitive solicitation or real property transaction will be declared non-responsive [Policy, s. 13(c)]. A supplier seeking a PIE in a competitive process would be unable to certify as to the absence of a determination with respect to itself.

Similarly, under section 16(e) of the Policy, a supplier may seek, in advance, the written consent of the relevant Deputy Head or equivalent to propose an ineligible or suspended first-tier subcontractor in a competitive process. Such request should be made through the named contracting or real property authority. A supplier that has obtained, in advance, written consent to use an ineligible or suspended first-tier subcontractor would

be unable to certify as to the absence of a determination with respect to the subcontractor.

It should be noted, however, that a Deputy Head or equivalent cannot provide consent to contract with a supplier that has lost its capacity to contract with Canada, further to subsection 750(3) of the *Criminal Code*. Similarly, consent cannot be provided for a supplier to enter into a first-tier subcontract with a subcontractor that has lost its capacity to receive any benefit under a contract between Canada and any other person, further to subsection 750(3) of the *Criminal Code*.

When a supplier is aware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it should explain the circumstances of its participation in the competitive process. If the supplier is seeking a PIE, it should explain why it is in the public interest to be awarded the contract. With respect to an ineligible or suspended subcontractor, the supplier should include a copy of the written consent to propose the ineligible or suspended subcontractor.

When a supplier is otherwise unable to certify that it is unaware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it must explain why.

All required explanations should be provided in a separate document under the heading **Inability to Certify as to a Determination of Ineligibility or Suspension**, to be included with this Form. PWGSC may request additional information from the supplier.

# **Footnotes**

# Footnote 1

Please refer to the policy for the definition of affiliate. An affiliate of a business entity includes persons, such as the senior officers of the business entity, and associated entities such as parent companies and subsidiaries.

#### Footnote 2

The term "first-tier subcontractor" is defined in section 16(a) of the policy. A proposed first-tier subcontractor is a first-tier subcontractor that is identified by name in a bid submission, offer, lease, etc. by a supplier in a procurement process or real property transaction.

#### Footnote 3

See, policy, section 8, for information on pardons and record suspensions. A pardon would apply only to a conviction.