

Request for Proposal (RFP): 01B46-14-0053

FOR THE PROVISION OF

Janitorial Services

FOR

Agriculture and Agri-Food Canada (AAFC)

Tenders **must** be received by 02:00 p.m., Eastern Daylight Time

On **September 2nd, 2014** at the following address:

Contracting Authority:

Gabrielle Raina Plouffe
Contractual Agent
Agriculture and Agri-Food Canada
Eastern Service Centre
2001 University Street, Room 671-T
Montreal, Quebec, H3A 3N2
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GENERAL INFORMATION

1.0 PROJECT SUMMARY

Agriculture and Agri-Food Canada's Horticulture Research and Development Center (hereafter referred to as the Centre), located in Saint-Jean-sur-Richelieu, Quebec, requires the provision of cleaning maintenance services at the Centre building.

2.0 SECURITY REQUIREMENTS

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

3.0 INTERPRETATION

- 3.1 In the Request for proposal "RFP", "Canada", "Crown", "Her Majesty", "the Government" or "Agriculture and Agri-Food Canada" or "AAFC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
- 3.2 "Contract" or "Resulting Contract" means the written agreement between Agriculture and Agri-Food Canada and a contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;
- 3.3 "Contracting Authority or authorized representative" means the AAFC official, identified in Part 3, Article 5.0 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;
- 3.4 "Contractor", means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;
- 3.5 "Minister" means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;
- 3.6 "Project Authority or authorized representative" means the AAFC official, identified in Part 3, Article 6.0 of this RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;



- 3.7 “Proposal” means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 3.8. “Bidder” means a person or entity submitting a Proposal in response to this RFP;
- 3.9 “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.



PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 CONTRACTUAL CAPACITY

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

2.0 ACCEPTANCE OF TERMS AND CONDITIONS

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

3.0 INCURRING COST

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

4.0 ENQUIRIES - SOLICITATION STAGE

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



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

5.0 RIGHTS OF CANADA

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

6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES

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

Once Canada requests substantiation of the prices bid, it is the sole responsibility of the Bidder to submit information (either the information described in the



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

7.0 MANDATORY CLAUSES

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

8.0 DEBRIEFING

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

9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN

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

10.0 SITE VISIT

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on **August 11, 2014 at 10:00AM** at 430 Gouin Boulevard, Saint-Jean-sur-Richelieu, J3B 3E6. Bidders will be requested to sign an attendance form in order to confirm their presence. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.



PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES

1.0 APPLICABLE LAWS

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

2.0 SUBMISSION OF PROPOSAL

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

Due to the nature of this RFP electronic transmission of proposal by such means as electronic mail or facsimile to the Department of Agriculture and Agri-Food is not considered to be practical and therefore will not be accepted.

- 2.2 The proposal **MUST** be delivered to and received by the Contracting Authority no later than the date and time on the cover page of the RFP. The outside of the envelope containing the proposal should include the RFP number found on the cover page of the RFP.
- 2.3 The onus for submitting proposals on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.4 The Bidders are advised that, due to security measures for building visitors, arrangements should be made in advance with the Contracting Authority for any planned in-person delivery of a proposal. Failure to do so may result in late receipt of a proposal.
- 2.5 Proposals submitted in response to this RFP will not be returned.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

- 3.1 The proposal **must** be structured in **THREE SEPARATELY BOUND parts** as indicated below:



Section 1	Technical Proposal (with no reference to price)	1 original hard copy and 2 copies.
Section 2	Financial Proposal	1 original hard copy
Section 3	Certifications	1 original hard copy

3.2 The Bidder may **submit a proposal in either official language.**

3.3 Each copy of the proposal is to include the Bidder’s legal entity name, the name of the Bidder’s contact, address, telephone number, facsimile number, email address and the RFP Number.

4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

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

4.2 Security Requirements

4.2.1 **Before award of a contract**, the following conditions must be met:

- a) The Bidder must hold a valid organization security clearance (DOS) at the level of **Reliability Status** as indicated in Part 3 Article 3.0.
- b) The Bidder’s individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 3, Article 3.0.
- c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

4.2.2 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.

4.2.3 It is the responsibility of Bidder to ensure that the information required concerning the security clearance is provided on time. Bidders should indicate in their proposal if they meet all the security requirements and the status of their application for security clearance.

5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)

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



The requirements of the Financial Proposal are detailed in Appendix D, Evaluations Procedures and Criteria.

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

Financial Security Requirements – The bidder should refer to Appendix F for details regarding the financial security requirements.

6.0 CERTIFICATION REQUIREMENTS (Section 3)

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

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

7.0 EVALUATION PROCEDURES

7.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix D**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this RFP and in conjunction with the accompanying Statement of Work (**Appendix B**).

7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.

7.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:

- a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
- b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
- c) request, before award of any contract, specific information with respect to bidders' legal status;



- d) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
- e) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)

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



PART 3: RESULTING CONTRACT TERMS AND CONDITIONS

Upon a Contract being awarded pursuant to this RFP, the following Terms and Conditions shall form part of the Resulting Contract:

1.0 GENERAL CONDITIONS

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

2.0 REQUIREMENT

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

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

3.0 SECURITY REQUIREMENT

3.1 The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

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

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

3.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

3.5 The Project Authority has the right to have any of the Contractor's employees removed from the site of the work for security reasons, notwithstanding the results or status of any security screening with respect to such employee(s).

Her Majesty must not be responsible for any cost to the Contractor of any kind or nature, which may arise from the exercise of the right of the Facilities Manager as mentioned in the above subsections.

3.6 The Contractor's cleaning staff may be subject to questioning and search of cleaning material in relation to security matters by the AAFC designated security representative.



- 3.7 Only the contractor employees, whose names appear on the Contractor's payroll and meet the security conditions specified in this Contract, will be allowed access to the site of work. No other persons accompanying employees will be allowed on site.
- 3.8 All employee employed by the Contractor, regardless of hours of work, must sign IN and OUT and, enter the times of arrival and departure in registers or on sheets provided at the Centre. In the event of a dispute and the absence of other evidence, the Register will be regarded as evidence of hours of work. Failure to sign OUT will render the entry invalid.
- 3.9 All employees employed by the Contractor to provide the services under this Contract must be:
- Suitably uniformed with company name, logo or crest clearly displayed.
 - Be photographed and issued an Identification Card by AAFC which must be wear in a visible manner at all times on site.
 - All ID or access cards entrusted to the employees employed by the Contractor must be fully protected and returned to Facilities Manager upon completion or termination of this Contract or upon termination of employment. Stolen, broken, or lost ID or access cards must be reported immediately upon noticing to Facilities Manager and Security.

4.0 CONTRACT PERIOD

- 4.1 The Contract shall be from October 1, 2014 to September 30, 2015.
- 4.2 The Contractor grants to Canada the irrevocable option to extend the duration of the Contract by up to one (1) additional 3 (three) year period under the same terms and conditions. Optional Period: October 1, 2015 – September 30, 2018.
- 4.2.1 Canada may exercise this option at any time by sending a notice to the Contractor prior to the Contract expiry date.
- 4.2.2 The Contractor agrees that, during the extended period of the Contract resulting from Canada's exercise of its option, the cost will be in accordance with the provisions in Appendix C of the Contract.
- 4.2.3 The option may only be exercised by the Contracting Authority and will be evidenced for administration purposes only, through a written Contract amendment.

5.0 CONTRACTING AUTHORITY

- 5.1 The Contracting Authority is:



Gabrielle Raina Plouffe
Contractual Agent
Agriculture and Agri-Food Canada
Eastern Service Centre
2001 University Street, Room 671-T
Montreal, Quebec, H3A 3N2
Tel.: (514) 315-6123
Fax: (514) 283-3143
E-mail: gabrielle.plouffe@agr.gc.ca

- 5.2 The Contracting Authority (or authorized representative) is responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

6.0 PROJECT AUTHORITY

- 6.1 The Project Authority for the Contract is:

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

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

1. All matters concerning the technical content of the Work under the Contract;
2. Defining any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority;
3. Inspection and acceptance of all Work performed as detailed in the Statement of Work and;
4. Review and approve all invoices submitted.

7.0 CONTRACTOR REPRESENTATIVE

- 7.1 The Contractor Representative for the Contract is:

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

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

1. Responsible for the overall management of the Contract;
2. Ensure that the Contract is administered in accordance with the terms and conditions of the Contract;
3. Act as a single point of contact to resolve any contractual disputes that may arise. The Contract Representative must have direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;



4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
5. Monitor all resources that are providing services/deliverables in accordance with the Contract;
6. Liaise with the Project Authority on all matters concerning technical aspects of the Work and performance of its resources; and
7. Manage the transition of any potential resource(s) turnover during the period of the Work.

8.0 PRIORITY OF DOCUMENTS

8.1 The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wordings of any documents which appear on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

1. These Terms and Conditions;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix E
6. Request for Proposal number 01B46-14-0053;
7. Contractor's Proposal dated (*to be inserted at contract award*).

9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

In this section of the RFP,

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

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

Pursuant to 6.5 of the Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts, Canada has opted to own the intellectual property rights in any Material subject to copyright that is created or developed as part of the Work, with the exception of computer software or any documentation pertaining to such software.

10.0 REPLACEMENT OF PERSONNEL

10.1. The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control. The replacement must meet the security requirements as per Part 3, Section 3 so arrangements in this regard must be made in advance.



- 10.2 Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Appendix D, Evaluation Procedures and Criteria.**
- 10.3 The Contractor shall propose replacement personnel for the Project Authorities review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- 10.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.
- 10.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
- 10.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP.
- 10.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.
- 11.0** This section is intentionally left blank.
- 12.0 DAMAGE TO OR LOSS OF CROWN PROPERTY**
- 12.1 The Contractor shall reimburse Canada any cost or expenses due to the damage to or loss of Crown-owned property resulting from the Contract or the carrying out thereof, or shall, upon reasonable notice, promptly repair such damage or substitute such loss to Canada's satisfaction.



13.0 BASIS OF PAYMENT

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

13.2 **Firm Lot Price:**

This is a basis of payment that applies when the total amount payable to the contractor for all or, as applicable, a portion of the contractual obligations, is the firm price agreed upon by the contracting authority and the contractor, with no price breakdown (i.e. without a price breakdown of its various cost elements to show the details). This is a lot price.

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

13.3 The total value of the resulting contract will consist of the total of the following:

- i) a firm portion equal to the amount submitted by the Contractor in his financial Proposal – Appendix C, at Year one, Box B; plus
- ii) a contingency amount equal to \$10,000 (GST extra) per year, to cover any additional work that may be required in the course of the contract.

The contingency amount constitutes only a ceiling of expenses and is not a guaranteed amount. AAFC reserves the right to use only a portion of that amount or none at all.

14.0 METHOD OF PAYMENT

14.1 Payment will be made **in accordance with the following payment schedule**, following the submission of all invoicing documentation as specified in Article 15.0, in accordance with the terms herein this agreement and acceptance by the Departmental Representative.

The monthly payment will be based on the following:

- the firm monthly amount submitted at Year I, Box A, of Appendix C of the Contractor's Proposal covering the routine and maintenance cleaning, as described in Appendix B;
- and, when applicable an amount based on the number of additional hours of work and the hourly fee submitted at Year I, Box C, of Appendix C of the Contractor's Proposal, covering any additional work requested by AAFC, whether as on-demand cleaning, emergency or other unexpected work, during the month.



15.0 INVOICING INSTRUCTIONS

- 15.1 Payment will only be made pursuant to the general conditions specified in the Appendix A and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.
- 15.2 In addition to Appendix A, Article 17, invoices must be submitted on the Contractor's own invoice form and must be prepared to show:
- a) the date;
 - b) name address of Agriculture and Agri-Food Canada; where the service are rendered
 - c) item/reference number, deliverable and/or description of work;
 - d) contract number (01B46-14-0053);
 - e) the amount invoiced, providing a breakdown of costs, showing the lump sum amount and, if any additional work was obtained, the description of the work required, its length, the number of employees assigned, their category, the hourly rate applicable, the number of hours worked by each employee.
- 15.3 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 6.0 hereof.

16.0 MANDATORY CERTIFICATIONS

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

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

17.1 (CANADIAN CONTRACTOR)

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

17.1 (FOREIGN CONTRACTOR)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country



to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

18.0 INSURANCE REQUIREMENTS

The Contractor must obtain and maintain at its own expense for the duration of the contract, the following insurance coverage:

18.1 If no services are subcontracted by the Contractor

18.1.1 Civil liability insurance covering the Contractor's liability and that of its employees, representatives and agents for injuries, including death and property damage, for an aggregate limit of at least one million dollars (\$1,000,000) per event. This insurance shall indicate ***Her Majesty the Queen in Right of Canada*** as an additional named insured and shall provide for reciprocal and contractual liability coverage.

18.1.2 The insurance stipulated above must be accompanied by a clause under which the Centre shall be given advance written notice of sixty (60) days of any change or cancellation of the insurance coverage.

18.2 If part of the services are subcontracted by the Contractor

18.2.1 Wrap-up type civil liability insurance covering the Contractor's liability and that of its subcontractors and their respective employees, agents and representatives as well as any employee directly or indirectly assigned to perform any portion of the services. This insurance shall be for a minimum aggregate amount of one million dollars (\$1,000,000) per event, must indicate ***Her Majesty the Queen in Right of Canada*** as an additional named insured and shall provide reciprocal and contractual liability coverage.

18.2.2 The insurance stipulated above must be accompanied by a clause under which the Centre shall be given advance written notice of sixty (60) days of any change or cancellation of the insurance coverage.

Before starting the services, the Contractor shall provide the Centre with a dated insurance certificate signed by an authorized representative of its insurers issued in the name of ***Her Majesty the Queen in Right of Canada*** and in compliance with the requirements of this section.

The Contractor must, at his own expense, obtain and maintain in force the following insurance for his own account, from a duly licensed Insurance Company for the duration of this Contract.



19.0 ADDITIONAL INSURANCES

19.1 Fire Insurance:

Insurance with an extended coverage and/or special insurance on equipment and tools in custody or under the control of the Contractor.

19.2 Commercial General Liability insurance:

Commercial General Liability insurance must be effected by the Contractor and maintained in force throughout the duration of the Contract in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$5,000,000 per accident or occurrence and in the annual aggregate.

The policy must include the following endorsements:

- (a) Additional Insured: Canada is included as an additional insured, but only with respect to liabilities that may arise from the Contractor's own negligence, in the performance of the Contract.
- (b) Notice of Cancellation: The Insurer agrees to provide the Contracting Authority thirty (60) days written notice of policy cancellation.
- (c) Cross Liability: 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.
- (d) Joint and Several Liability: The policy must respond to liability arising from negligence of the insured Contractor, any Insured, or joint negligence of Insured parties.
- (e) Contractual Liability: The policy must, on a blanket basis or by specific reference to this Contract, extend to assumed liabilities with respect to contractual insurance provisions.
- (f) Contingent Employer's Liability: To protect the Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of its employees.
- (g) Employees and Volunteers as Additional Insured: All employees and volunteers, on behalf of the Contractor, must be included as additional insured.
- (h) Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident: To provide, without contestation, for expenses incurred in instances of minor accidental bodily injuries.

APPENDIX A

GENERAL CONDITIONS

GC1. INTERPRETATION

- 1.1 In the contract,
- 1.1 "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;
- 1.2 "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada; "Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;
- 1.3 "Minister" means the Minister of Agriculture and Agri-Food Canada or anyone authorized;
- 1.4 "Party" means Canada, the Contractor, or any other signatory to the contract and "Parties" means all of them;
- 1.5 "Work" unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

GC2. Powers of Canada

All rights, remedies and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

GC3. General Conditions

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

GC4. Conduct of the Work

- 4.1 The Contractor represents and warrants that:
- (a) It is competent to perform the Work;
 - (b) It has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and
 - (c) It has the necessary personnel and resources to perform the Work.
- 4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labor and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.

4.3 The Contractor shall:

- (a) Carry out the Work in a diligent and efficient manner;
- (b) Apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
- (c) Ensure that the Work:
 - (1) is of proper quality, material and workmanship;
 - (2) Is in full conformity with the Statement of Work; and
 - (3) Meets all other requirements of the Contract.

4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

GC5. Inspection and Acceptance

5.1 The Work will be subject to inspection by Canada. Should any part of the Work whether it be a report, document, good or service not be in accordance with the Contract or not be done to the satisfaction of the Canada, as submitted, Canada will have the right to reject it or require its correction at the sole expense of the Contractor before making payment.

5.2 The Contractor will be in default of the Contract if the Work is rejected by Canada or if he fails to correct the Work within a reasonable delay.

GC6. Amendments and Waivers

6.1 No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of Canada and of the Contractor.

6.2 While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the representatives of Canada, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 6.1.

6.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.

6.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed to be a waiver of any subsequent breach.

GC7. Time of the Essence

It is essential that the Work be performed within or at the time stated in the Contract.

GC8. Excusable delay

8.1 Any delay by the Contractor in performing the Contractor's obligations under the Contract which occurs without any fault or neglect on the part of the Contractor its subcontractors, agents or employees or is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.

- 8.2 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and Endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.
- 8.4 If an excusable delay has continued for thirty (30) days or more, Canada may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the excusable delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.
- 8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
- (a) The value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and
 - (b) The cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.
- 8.7 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract price.

GC9. Termination of convenience

- 9.1 Notwithstanding anything in the Contract, the Minister may, by giving notice to the Contractor, terminate or suspend the Contract immediately with respect to all or any part or parts of the Work not completed.
- 9.2 All Work completed by the Contractor to the satisfaction of Canada before the giving of such notice shall be paid for by Canada in accordance with the provisions of the Contract and, for all Work not completed before the giving of such notice, Canada shall pay the Contractor's costs as determined under the provisions of the Contract in an amount representing a fair and reasonable fee in respect of such Work.
- 9.3 In addition to the amount which the Contractor shall be paid under section GC9.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the Work.
- 9.4 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by Canada under the provisions of section GC9 except as expressly provided therein.
- 9.5 Upon termination of the Contract under section GC9.1, Canada may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by Canada, any finished Work which has not been delivered prior to such termination and any material, goods or Work-in-progress which the Contractor specifically acquired or produced for the fulfillment of the Contract.

GC10. Termination due to Default of Contractor

- 10.1 Canada may by notice to the Contractor, terminate the whole or any part of the Contract:
- a) If the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;
 - b) To the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors; or
 - c) If the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.
- 10.2 Upon termination of the Contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work-in-progress relating specifically to the Contract and all materials, texts and other documents supplied to the Contractor in relation to the Contract.
- 10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the Contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the Contract, or, where no rate is specified, on a proportional basis.
- 10.4 If the contract is terminated pursuant to GC 10.1(c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

GC11. Suspension of Work

- 11.1 The Minister may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

GC12. Extension of Contract

- 12.1 Where the Minister determines that additional work of the same nature as the Work described in this Contract is required, the Contractor shall do such work and where required the term of the Contract shall be extended accordingly and confirmed in writing between the parties.
- 12.2 Payment for the work described in subsection 1 shall be calculated and paid on the same basis as in section GC12 and where required prorated.
- 12.3 Where the Minister has determined that the Contractor shall be paid expenses related to the Work described in section GC12.1, the type of expenses and amounts shall be confirmed in writing between the parties.

TERMS OF PAYMENT

GC13. Method of Payment

- 13.1 Payment in the case of progress payments:
- a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the Contract; and
 - b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

13.2 Payment in the case of payment on completion:

- a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which the Work is completed or on which a claim for payment and substantiating documentation are received according to the terms of the Contract, whichever date is the later;
- b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

GC14. Basis of Payment

- 14.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Minister.
- 14.2 Travel and other expenses, where allowed by the Contract, shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as to the accuracy of such claim.

GC15. Interest on Overdue Accounts

15.1 For the purposes of this clause:

- (a) "Average Rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made;
- (b) "Bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- (c) "Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- (d) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
- (e) An amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than thirty (30) days overdue. No interest will be payable or paid in respect of payment made within such thirty (30) days unless the Contractor so requests after payment has become due.

15.3 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.

15.4 Canada shall not be liable to pay interest on overdue advance payments.

GC16. Records to be kept by Contractor

16.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

16.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

- 16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

GC17. Invoice Submission

- 17.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 17.2 Invoices must show:
- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - (b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - (c) deduction for holdback, if applicable;
 - (d) the extension of the totals, if applicable; and
 - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 17.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 17.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

GC18. Right of Set off

Without restricting any right of set off given by law, the Minister may set off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set off, may be retained by Canada.

GC19. Assignment

- 19.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of Canada and an assignment made without that consent is void and of no effect.
- 19.2 An assignment of the Contract does not relieve the Contractor from any obligation under the Contract or impose any liability upon Canada.

GC20. Subcontracting

- 20.1 The Contractor must obtain the consent in writing of the Minister before subcontracting.
- 20.2 Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.
- 20.3 In any subcontract, the Contractor will bind the subcontractor by the same conditions by which the contractor is bound under the Contract.

GC21. Indemnification

- 21.1 The Contractor shall indemnify and save harmless Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants, subcontractors or agents in performing the Work or as a result of the Work.
- 21.2 The Contractor's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any other rights under law.

GC22. Confidentiality

The Contractor shall treat as confidential, during as well as after performance of the Work, any information to which the Contractor becomes privy as a result of acting under the Contract. The Contractor shall use its best efforts to ensure that its servants, employees, agents, subcontractors or assigned observe the same standards of confidentiality.

GC23. Indemnification - Copyright

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the infringement or alleged infringement of any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

GC24. Indemnification - Inventions, etc.

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

GC25. Ownership of Copyright

- 25.1 Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate:
- © HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)
- or
- © SA MAJESTÉ LA REINE DU CHEF DU CANADA (année).
- 25.2 At the request of the Minister, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Minister may require a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's Moral Rights.

GC26. Taxes

26.1 Municipal Taxes

Municipal Taxes do not apply.

26.2 Federal government departments and agencies are required to pay Applicable Taxes.

26.3 Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

26.4 The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

26.5 In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

26.6 Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident, unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

GC27. International Sanctions

27.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:
<http://www.dfait-maeci.gc.ca/trade/sanctions.en.asp>.

27.2 The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

27.3 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section GC9.

GC28. T1204 Government Service Contract Payment

28.1 Pursuant to regulations made pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by departments and agencies to Contractors under applicable services Contracts (including Contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payment. To enable client departments and agencies to comply with this requirement, Contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

GC29. Successors and Assigns

The Contract shall enure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns as the case may be.

GC30. Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act, 2006*, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, any applicable federal values and ethics code or any applicable federal policy on conflict of interest and post-employment shall not derive any direct benefit resulting from the Contract unless the provision or receipt of such benefit is in compliance with such legislation and codes.

GC31. No Bribe

The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entering into the Contract or the administration of the Contract.

GC32. Errors

Notwithstanding any other provision contained in this Contract, no amount shall be paid to the Contractor based on the cost of Work incurred to remedy errors or omissions for which the Contractor or his servants, agents or subcontractors are responsible, and such errors or omissions shall be remedied at the Contractor's cost, or, at the option of Canada, the Contract may be terminated and in that event the Contractor shall receive payment only as determined under section GC10.

GC33. Performance

The failure of Canada to require performance by the Contractor of any provision of this Contract shall not affect the right of Canada thereafter to enforce such provision, nor shall the waiver by Canada of any breach of any term of the Contract be taken or held to be a waiver of any further breach of the same or any other term or condition.

GC34. Gender

Whenever the singular or masculine is used throughout this Contract, it shall be construed as including the plural, feminine, or both whenever the context and/or the parties hereto so require.

GC35. Survival

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as any other the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

GC36. Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

GC37. Contingency Fees

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act, 1985*, c. 44 (4th Supplement).

GC38. Criminal Offense

The Contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code.

GC39. Public Disclosure

- 39.1 The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20(1)(a) to (d) of the *Access to Information Act* - relating to the contract.
- 39.2 The contractor consents, in the case of a contract with a former public servant in receipt of a Public Servant Superannuation (PSSA) pension, that the contractor's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports described in 39.1.

GC40. Notice

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Minister.

GC41. Accuracy

The Contractor represents and warrants that the information submitted with its bid is accurate and complete. The Contractor acknowledges that the Minister has relied upon such information in entering into this Contract. This information may be verified in such manner as the Minister may reasonably require.

GC42. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

GC43. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2 (1) of the *Department of Public Works and Government Services Act* and Section 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

GC44. Entire Agreement

The Contract constitutes the entire agreement between the Parties relative to the subject procurement and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions relative to the subject procurement binding on the Parties other than those contained in the Contract.



APPENDIX B STATEMENT OF WORK

1. Background

Agriculture and Agri-Food Canada's Horticulture Research and Development Center (hereafter referred to as the Centre), located in Saint-Jean-sur-Richelieu, requires the provision of cleaning maintenance services at the Centre's building, as specified in the present appendix.

A) GENERAL

2. Areas to be Maintained

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

Maintenance of the grounds, the parking areas, the roads and the greenhouses of the main building is not covered by the Contract. All buildings not mentioned in the specifications will be excluded from the Contract awarded.

The following is the list of buildings to be maintained:

- Main building (1)

3. Daily Work Schedule

3.1 The work shall be performed from 3:00 p.m. to 11:30 p.m., Monday to Friday, including half an hour for dinner at the Contractor's expense. A longer schedule may be discussed. No work shall be done on the following statutory holidays:

- January 1
- Good Friday
- Easter Monday
- Victoria Day
- June 24
- July 1
- Labour Day
- Thanksgiving Day
- November 11
- December 25 and 26
- Any other statutory holiday declared by the Government of Canada or the Government of Quebec

When a statutory holiday falls on a weekend, a day in lieu is granted the following Monday.

3.2 The Contractor's employees shall take special care not to bother the Centre's employees on the premises in any way.



- 3.3. The Contractor shall submit, upon signature of the Contract, a full and detailed schedule of the work to be performed on a daily basis so that the Project Authority knows when the work will be performed, and is able to check its accuracy. Each work area shall therefore be clearly identified, e.g. 1st floor offices, polishing, day 5. If more than one of the Contractor's employees is to perform the work, the Contractor shall submit a copy of the cleaning schedule of each employee.
- 3.4. Only the Project Authority and the Integrated Services Manager shall be authorized to give instructions to the Contractor.

4. Contractor's Responsibilities

4.1 Keys

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

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

4.2 Flammables

4.2.1 The Contractor shall not store possibly flammable waste or materials inside the work areas. The Contractor shall also not keep inside the storage areas or transport such waste or materials without the Centre's express written authorization. The use of fuels, gasoline and other highly flammable materials and solvents is prohibited inside the Centre unless their use is approved by a safety standard.

4.2.2 The Contractor shall keep all unused flammable or spontaneously combustible materials in self-sealing metal containers.

4.2.3 The Contractor shall store all waxing, polishing and other flammable cleaning materials in the space set aside for this purpose.

4.3 Protection of the Environment

4.3.1 The Contractor is responsible for adhering, within the work area, to the federal and provincial legislation and all the regulations, bylaws and policies that apply to the Centre regarding the quality of the workplace and the protection of the environment, specifically with respect to the protection of the soil and ground water, the water, the sewers and storm drains, and the air quality. The Contractor shall immediately notify the Centre of any incident that the Contractor has caused or noticed and that could have an impact on the environment.



4.4 Lost and Found Objects

- 4.4.1 The Contractor shall immediately report any object found by its employees to the Centre's reception desk.

4.5 Other

- 4.5.1 The Contractor shall be particularly mindful of the use of products (e.g. with a strong smell) that could bother Centre employees.
- 4.5.2 The Contractor shall be held liable for damages caused to the buildings or their contents during the course of regular cleaning where such damages can be attributed to the use of any kind of detergent by the Contractor or the Contractor's employees, or for any other type of damages caused by the Contractor's employees. Any damaged goods or equipment shall be replaced, as required, by new goods or equipment whose type, quality and workmanship are comparable with those of the existing goods or equipment.

5. Contractor's Employees

- 5.1 The Contractor shall at all times supervise its employees and the work performed by designating to this end someone approved by the Centre and who shall report to the Project Authority.
- 5.2 The Contractor's supervisor and employees shall be fluent in spoken French.
- 5.3 The Contractor shall post on the premises an employee attendance sheet indicating the name of its employees, when they start and finish work, and the tasks to be performed each day, from day 1 to day 5. The Project Authority may consult the attendance sheet at any time.
- 5.4 The Contractor's employees shall be responsible for making daily rounds to conduct visual and auditory checks of the Centre and for reporting any observed deficiencies using one of the red phones. To this end, sixteen (16) points shall be checked starting at 7:00 p.m. Duration: approximately thirty (30) minutes daily.

6. Restricted Access

The Contractor and the Contractor's employees shall under no circumstances enter a restricted access area identified to them as such by the Project Officer.

7. Quality Control

- 7.1 The Centre reserves the right to inspect or have a third party inspect, at least once a week, one or more locations chosen by the Centre.
- 7.2 Upon receipt of verbal notice by the Centre, the Contractor shall comply.
- 7.3 If the Contractor does not comply with an instruction given by the Project Authority; breaches or fails to comply with the terms of the Contract; becomes insolvent; or



commits an act of bankruptcy, the Centre may deduct from the monthly payment the projected cost of any scheduled work not performed at the time of the inspection, terminate the contract on the date it considers appropriate, or take measures it considers necessary to correct the Contractor's fault. The Contractor shall reimburse the Centre for any costs, expenditures and damages incurred or sustained by the Centre because of or to rectify the Contractor's fault. In that event, the Contractor shall not be released from its legal or contractual obligations regarding the services provided.

B) MATERIALS AND EQUIPMENT

8. Materials and Equipment

8.1 The Contractor shall provide all of the tools, equipment and products required to complete the scheduled tasks, including the replacement of plastic bags in the waste bins, paper bags in the sanitary bins, sanitary and paper towels and hand soap in all the applicable locations except the laboratories, dish soap in the lunch room, cleaning tablets in the urinals, and cone-shaped paper cups for the water fountains.

The Contractor shall plan for and choose the correct types of machines for polishing restricted areas (such as offices and laboratories) and large surfaces (such as corridors).

Note: The Centre has very small spaces to be maintained. Polishing shall be done according to the spray buffing method or another method producing a comparable result. An automatic scourer shall be used to clean ceramic.

8.2 If the Contractor requires power or water to deliver services or maintain the cleanliness of the premises, the Contractor may connect to the existing power and water outlets on the premises and shall ensure that the equipment to be used in this regard is adequate. Any provision of power and water requiring additional installations shall be at the Contractor's expense. The Contractor shall ensure that the provision of power and water required for service delivery does not cause any harm or damages to the existing installations.

8.3 The materials used by the Contractor will have been subjected to quality control during their manufacture, and the control numbers for each batch will have been affixed on the boxes with the supplier's name.

8.4 All liquid products shall be in metal or plastic containers that the cleaner is able to carry to where they will be used.

8.5 All products shall be clearly identified. In addition, hazardous substances shall be identified in accordance with WHMIS standards (Workplace Hazardous Materials Information System standards).

8.6 The products used shall be biodegradable. To this end, where required by the Centre, the Contractor shall provide the Material Safety Data Sheets and/or the methods for managing the products used.



- 8.7 The janitorial products used shall be ecological products, that is, products whose pH is as near to neutral as possible and that have a high cleaning power.
- 8.8 The materials used for the provision of services shall comply with the following standards:

- General Purpose Liquid Detergent.
Standard: CGSB 2-GP-107M
- General Purpose Germicidal Liquid Detergent.
Standard: CGSB 2-GP-160M
- Concentrated Nonionic Unbuilt Liquid Detergent.
Standard: CGSB 2-GP-175M
- General Purpose Powder Cleaning Compound.
Standard: CGSB 2-GP-141M
- Remover for Water-Emulsion Floor Polish and Wax.
Standard: CGSB 2-GP-60M
- Toilet Bowl and Urinal Cleaning Compound.
Standard: CGSB 2-GP-46M
- Toilet Bowl Cleaning Compound.
Standard: CGSB 2-GP-47M
- Alkali Drain Cleaner.
Standard: CGSB 2-GP-49M
- Glass Cleaner.
Standard: CGSB 2-0P-55M, type 1
- Oil-Based Sweeping Compound.
Standard: CGSB 25-GP-12M
- Wax-Based Sweeping Compound.
Standard: CGSB 25-GP-13M, type 1, non-elastic surface
- Buffable Water-Emulsion Floor Wax.
Standard: CGSB 25-GP-3M
- Liquid Detergent-Resistant Floor Polish, non-buffable.
Standard: CGSB 25-GP-21M
- Metal Polish.
Standard: CGSB 25-GP-6M
- Liquid Furniture Polish, silicone type.
Standard: CGSB 25-GP-1 OM
- Dry-Cleaning Solvent.
Standard: CAN. 2-3-8-M78

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

C) QUALITY STANDARDS

9. General

- 9.1 The work set out in the maintenance program and in the cleaning task assignments will be accepted only if it meets the quality standards set out herein and satisfies the Centre.



9.2 The goal of these quality standards is to ensure that the Centre's employees and visitors have clean, shiny and hygienic facilities at all times.

10. Floor Maintenance

10.1 Sweeping, Mopping and Polishing

10.1.1 There must be no dirt or waste left in the corners, behind or beneath the radiators, beneath furniture or behind doors.

10.1.2 There must be no dust or film on the floors.

10.1.3 The swept areas must be free of dust and debris.

10.2 Wet and Damp Mopping

10.2.1 All mopped areas must be clean and free of spots, mop marks and stray mop strands.

10.2.2 There must be no trace of water or splashes on the walls, baseboards or other surfaces.

10.3 Spray Polishing

10.3.1 There must be no dust or dirt on the floors.

10.3.2 There must be no misting or streaks caused by over-spraying.

10.3.3 The floor must look clean.

10.3.4 The baseboards, equipment and furniture must be free of splashes from the spraying.

10.4 Buffing and Stripping

10.4.1 The buffed areas must have no dirt or visible marks.

10.4.2 There must be no crust of wax or finish on the floor surface once it has been stripped.

10.4.3 The furniture (excluding the metal filing cabinets) must be moved and put back after buffing or stripping.

10.4.4 There must be no traces of water, splashes or marks left by the equipment on the walls, baseboards and other surfaces.

10.5 Finishing (application of wax or floor finish)

10.5.1 The floor must be free of stray strands.

10.5.2 The floor must be clean and shiny in the corners and beneath the furniture.

10.5.3 There must be no splashes on the walls, baseboards, furniture or other surfaces.

10.6 Vacuuming and Sweeping

10.6.1 The carpets and mats must be clean and free of dust, dirt and other debris.

10.6.2 The floor area immediately under the edge of the mats must be free of dust and dirt.



- 10.6.3 The exposed floor around the mats must be clean. There must be no dirt left in the corners, beneath the furniture or behind the doors or radiators.
- 10.7 The furniture and equipment must be put back where they were before the cleaning.

11. Walls

The walls must be free of fingerprints, dirt and other dirty marks.

12. Glass Doors and Partitions

- 12.1 The glass doors and partitions must be free of marks, and all the frames must be clean.
- 12.2 There must be no water on the thresholds and ledges.

13. Metal Surface Polishing

The door handles, push bars, protective plates, railings, doors and other metallic surfaces must be clean and polished.

14. Garbage Collection

- 14.1 All wastepaper baskets must be emptied, cleaned and put back in place.
- 14.2 All the paper, cardboard, glass, metal and plastic bins (excluding those in the offices and laboratories) must be emptied.
- 14.3 The plastic bags must be replaced. The outside of the containers must be clean and dry.
- 14.4 The Contractor must keep the floors clear of waste at all times.

15. Dusting

- 15.1 There must be no dust or traces of dust on the desks or other office furniture.
- 15.2 All engravings, plaques, etc., must be free of dust.
- 15.3 The corners and crevices must be free of dust.
- 15.4 The radiators, windowsills, door ledges, frames, baseboards and partition ledges must be free of dust.

16. Cleaning of Spots

The desks, office furniture, walls, doors, doorframes, and glass doors and partitions must be free of fingerprints, coffee stains and other marks.

17. Damp Wiping

The mirrors, desk/table-top glass and other glass objects must be clean and free of fingerprints and other marks.

18. Maintenance of Washrooms and Showers

- 18.1 Garbage Collection



- 18.1.1 All the wastepaper and garbage bins must be emptied, the plastic bags replaced and the outside surfaces of the bins properly wiped.
- 18.2 Supplies
 - 18.2.1 All the distributors must be refilled.
- 18.3 Sanitary Bins
 - 18.3.1 All the sanitary bins must be emptied, and the garbage bags replaced.
 - 18.3.2 All the sanitary bins must be free of stains, marks and fingerprints. They must not emit an odour.
- 18.4 Washroom Fittings
 - 18.4.1 The sinks and exposed pipework must be free of dust, traces of dirt and other marks.
 - 18.4.2 The tanks, toilet seats, toilet bowls and urinals must be disinfected.
 - 18.4.3 The plumbing fixtures must be free of marks, soap build-up, dust and mould.
- 18.5 Distributors, walls, stall dividers, doors, shelves, mirrors and ledges
 - 18.5.1 All the distributors, shelves, and shelf ledges and corners must be free of fingerprints, dust and other marks.
 - 18.5.2 All the mirrors must be shiny.
 - 18.5.3 The walls, stall dividers and doors must be clean, that is, free of dust, fingerprints and mop marks, and the fittings must be free of mould.
- 18.6 Floors
 - 18.6.1 The floors must be maintained as set out in section 18 herein using an antiseptic detergent.
- 18.7 Showers
 - 18.7.1 The walls, doors and floors, as well as exposed pipework, must be washed and disinfected.
- 19. Cleaning of Stairways**
 - 19.1 Sweeping and Dusting
 - 19.1.1 The stairway landings, steps and step corners must be free of dirt, traces of dust, refuse, waste, chewing gum and other foreign materials.
 - 19.1.2 The stairway ramps, ledges, door mouldings, radiators, windowsills and grates must be free of dust.



19.2 Cleaning

- 19.2.1 The glass, wood and metal surfaces must be clean and free of all traces of dirt.
- 19.2.2 The walls up to the height of an adult must be free of any dirty marks.
- 19.2.3 The stairway landings, steps, risers, walls and baseboards must be clean and free of water and splash marks. The floors must be maintained as set out in the maintenance program.

20. Fountains

- 20.1 The porcelain, metal and/or enamel surfaces must be clean and free of marks.
- 20.2 All other surfaces must be free of dirt and marks.
- 20.3 All the fountains must be disinfected.

21. Cleaning of Elevators

- 21.1 The floors, including the corners, thresholds and door slides, must be clean.
- 21.2 The floors must be polished and not slippery.
- 21.3 The floors must be clean and dry.
- 21.4 The walls must be free of dust, fingerprints, splashes, marks and traces of water.
- 21.5 The handrails and baseboards must be clean and polished.
- 21.6 The doors and frames must be free of fingerprints, etc.

22. Wall-Ceiling Junctions

Must be free of cobwebs.

23. Cleaning of Windows, Partitions and Glass

- 23.1 The glass must be clean on both sides and free of marks.
- 23.2 The frames, thresholds and ledges must be clean and free of watermarks.
- 23.3 Any items moved during cleaning must be put back in place.

24. Garbage Room

- 24.1 The floors must be clean and free of refuse and waste.
- 24.2 All paper and garbage must be properly arranged in a location designated as fireproof.
- 24.3 All empty garbage bins must be clean and odour-free.

25. Space for the Contractor and Storage Areas

- 25.1 All the floors must be clean.
- 25.2 All the equipment and walls must be free of dust and marks.
- 25.3 The mop buckets and trolleys must be empty and odour-free.
- 25.4 There must be no paper, garbage or empty bins in the cleaner's room.

26. Cleaning of Wardrobes

- 26.1 All wardrobes must be thoroughly washed.



APPENDIX "C" BASIS OF PAYMENT

1.0 General

Payment shall be in accordance with **article 14.0 of Part 3, Method of Payment.**

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

2.0 Pricing Basis

The Contractor shall be paid in accordance with the following for work performed under the Contract. All prices to exclude HST/GST

YEAR ONE & OPTIONAL YEARS:

Mark-up for Cost per Year (Box B) and Cost per Hour (Box C) must not exceed 2.5% than the cost of the previous year. In the case that mark-up exceeds this amount, the proposal will be rejected.

YEAR ONE			
	Cost per Hour	Cost per Month	Cost per Year
Cleaning cost and materials, according to Appendix B.	N/A	_____ \$ BOX A	_____ \$ (CASE A X 12 MOIS) BOX B
Additional hours of work, if required, for an estimated amount of 30 hours per year. (These hours require approval by AAFC before proceeding)	_____ \$ BOX C	N/A	_____ \$ (CASE C X 30 HEURES)
GRAND TOTAL			_____ \$ BOX D



OPTIONAL YEAR ONE			
	Cost per Hour	Cost per Month	Cost per Year
Cleaning cost and materials, according to Appendix B.	N/A	_____ \$ BOX A	_____ \$ (CASE A X 12 MOIS) BOX B
Additional hours of work, if required, for an estimated amount of 30 hours per year. (These hours require approval by AAFC before proceeding)	_____ \$ BOX C	N/A	N/A

OPTIONAL YEAR TWO			
	Cost per Hour	Cost per Month	Cost per Year
Cleaning cost and materials, according to Appendix B.	N/A	_____ \$ BOX A	_____ \$ (CASE A X 12 MOIS) BOX B
Additional hours of work, if required, for an estimated amount of 30 hours per year. (These hours require approval by AAFC before proceeding)	_____ \$ BOX C	N/A	N/A

OPTIONAL YEAR THREE			
	Cost per Hour	Cost per Month	Cost per Year
Cleaning cost and materials, according to Appendix B.	N/A	_____ \$ BOX A	_____ \$ (CASE A X 12 MOIS) BOX B
Additional hours of work, if required, for an estimated amount of 30 hours per year. (These hours require approval by AAFC before proceeding)	_____ \$ BOX C	N/A	N/A



Signed at: _____ this _____ day of _____ 2014.
(City and Province)

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

Name of bidder:

Bidder's Position:

Bidder's Signature:



APPENDIX D EVALUATION PROCEDURES & CRITERIA

TECHNICAL PROPOSAL

It is essential that the elements contained in the Proposal be stated in a clear manner and in sufficient depth to allow for evaluation by the evaluation team.

1.0 METHOD OF SELECTION – LOWEST COST (ONCE TECHNICAL REQUIREMENTS HAVE BEEN MET)

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders' responses to the RFP.
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a point rated requirement. The Proposals must include the necessary documentation to demonstrate this compliance. A proposal that do not attain a minimum score of 70 points will be rejected; the financial proposal will be returned to the bidder unopened.
- 1.4 Once the technical requirements have been met, the selection of the responsive Proposal will be made on the basis of the LOWEST PRICE for the financial proposal.
- 1.5 To be considered Compliant, a Proposal Must:
 - 1- Meet all the mandatory requirements specified in section 2.0 below;
 - 2- Achieve the minimum number of points (70 points) in the technical rated requirements as set out in section 3.0 below.
- 1.6 The price of the Proposal will be evaluated in CANADIAN DOLLARS, Applicable Taxes excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.7 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**
- 1.8 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.



- 1.9 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).

2.0 MANDATORY REQUIREMENTS

Failure to comply with any of the mandatory requirements will render the Proposal non-compliant and the Proposal will receive no further consideration.

Mandatory Requirement No. 1:

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

Mandatory Requirement No. 2:

Point Rated Technical Criteria

Proposals will be evaluated and scored in accordance with the following criteria. ***Points will be awarded based on the degree to which the information/material demonstrates the Bidder's capability to perform and successfully carry-out the requirement*** described in this Request for Proposal. It is suggested that these criteria be addressed in sufficient depth in the proposal. Items not addressed will be given a score of zero. Proposals will be evaluated solely on their content. Information referred to, but not provided as a paper copy (such as information on an Internet website) will not be evaluated as it could be changed after the closing date.

Corporate Experience (100 points max. / 70 points minimum)

The proponent should have relevant corporate experience in similar types of janitorial operations. To demonstrate this experience, the proponent is to provide details of three (3) similar operations currently or previously managed by the proponent's firm within the last 5 years as follows:

1. Name and location of organization for whom work was done; **(5 POINTS)**
2. Type of operating environment, i.e. factory, office, care/medical facility etc.; **(25 POINTS)**
3. Length time your firm has provided service for the named organization; **(25 POINTS)**
4. Type(s) and extent of service provided; **(25 POINTS)**
5. Square footage of area for which service is / was provided; **(15 POINTS)**
6. Name and phone number of Client's Contract Manager. **(5 POINTS)**

Mandatory Requirement No. 3:

Comply with the security requirements in accordance with Part 2, Section 4.2.



Mandatory Requirement No. 4

Include the forms in accordance with Part 2, Section 6.

Mandatory Requirement No. 5

Include a bid financial security as per Annex F, Financial Security Requirement.

If any one of the mandatory requirements above is missing, the bid will be declared non-responsive and will be returned to the bidder.

3.0 POINT RATED REQUIREMENTS

The Bidder should address the rated requirements in the order in which they are listed and in sufficient detail so that an in-depth evaluation is possible. These criteria will be used by Agriculture and Agri-Food Canada to evaluate each Proposal. The assessment by AAFC 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.

4.0 FINANCIAL PROPOSAL

4.1 The Bidder must complete the tables identified in Appendix C, Basis of Payment, which will form the Financial Proposal.

5.0 DETERMINATION OF SUCCESSFUL BIDDER

The Bidders will be ranked according to the total price of the bid of Year 1, Box D. The Bidder with the lowest cost will be awarded the contract.



APPENDIX E CERTIFICATION REQUIREMENTS

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

A) LEGAL ENTITY AND CORPORATE NAME

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

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

Any resulting Contract may be executed under the following **i)** corporate full legal name and **ii)** at the following place of business (complete address) **iii)** telephone and fax number and email:

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

Name

Signature

Date

B) EDUCATION/EXPERIENCE CERTIFICATION

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

Name



Signature

Date

C) PRICE/RATE CERTIFICATION

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

Name

Signature

Date

D) VALIDITY OF PROPOSAL

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

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

Name

Signature

Date



E) AVAILABILITY AND STATUS OF PERSONNEL

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

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

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

Name

Signature

Date

F) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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



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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

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

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

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

Name

Signature

Date



G) JOINT VENTURES

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

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

2. A Bidder that is a joint venture represents the following additional information:

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

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

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

3. Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

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

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

(a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;

(b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.



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

Name

Signature

Date

H) FEDERAL CONTRACTORS PROGRAM

Federal Contractors Program for Employment Equity - Bid Certification

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

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

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 such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time



and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 () A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

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

B. Check only one of the following:

() B1. The Bidder is not a Joint Venture.

OR

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

Name

Signature

Date



APPENDIX F FINANCIAL SECURITY REQUIREMENTS

Bid Financial Security

1. Bidders must provide with their bid a bid financial security consisting of:
 - a) a security deposit as defined in clause 2.2 below, or
 - b) a bid bond, which must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix F - Acceptable Bonding Companies.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmaturing, at the time the security deposit is provided, are attached to the bonds. Bidders must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If the financial security is in the form of a bill of exchange or a government guaranteed bond and:
 - a) the bid price is \$250,000 or less, the amount of the security deposit must represent ten (10) percent of the aggregate of the bid Firm Annual Rates for the period comprising year one (1); or
 - b) the bid price exceeds \$250,000; the amount of the security deposit must be \$25,000 plus five (5) percent of the amount by which the bid price exceeds \$250,000, to a maximum of \$250,000.
4. If the financial security is a bid bond, the amount of the bond must represent ten (10) percent of the aggregate of the bid price.
5. Bidders who provide a security deposit as a bid financial security must submit their bid under seal (does not apply in the province of Quebec).

Security Deposit Definition

1. "security deposit" means:
 - a) a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - b) a government guaranteed bond; or
 - c) an irrevocable standby letter of credit, or
 - d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means:
 - a) any corporation or institution that is a member of the Canadian Payments Association;



- b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
 - c) a credit union as defined in paragraph 137(6) of the Income Tax Act;
 - d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory;
 - e) the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
- a) payable to bearer;
 - b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations;
 - c) registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
- a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
 - (i) will make a payment to or to the order of Canada, as the beneficiary;
 - (ii) will accept and pay bills of exchange drawn by Canada;
 - (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
 - (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
 - b) must state the face amount which may be drawn against it;
 - c) must state its expiry date;
 - d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his\her office;
 - e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
 - f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
 - g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.



Security Deposit

1. Canada will hold the security deposit as security to entry into a contract. If a successful bidder refuses to enter into a contract, the amount of the security deposit will be forfeited to Canada or a demand for payment will be made against the letter of credit by Canada. The amount forfeited or payment demand will not exceed the difference between the bid price and the amount of the Contract awarded by Canada for the requirement.
2. Canada will return all non-forfeited security deposits to unsuccessful bidders after contract award, and to the successful Bidder upon receipt of the required contract financial security. If no contract is awarded, Canada will return all security deposits at the expiration of the bid validity period, including any extension.

LIST OF CANADIAN RECOGNIZED COMPANIES

1. Canadian Companies

ACE INA Insurance
AIG Insurance Company of Canada
Allstate Insurance Company of Canada
Ascentus Insurance Ltd. (Surety only)
Aviva Insurance Company of Canada
AXA Insurance (Canada)
AXA Pacific Insurance Company
Canadian Northern Shield Insurance Company
Certas Direct Insurance Company (Surety only)
Chubb Insurance Company of Canada
Co-operators General Insurance Company
CUMIS General Insurance Company
Dominion of Canada General Insurance Company (The)
Echelon General Insurance Company (Surety only)
Economical Mutual Insurance Company
Elite Insurance Company
Everest Insurance Company of Canada
Federated Insurance Company of Canada
Federation Insurance Company of Canada
Gore Mutual Insurance Company
Guarantee Company of North America (The)
Intact Insurance Company
Jevco Insurance Company (Surety only)
Missisquoi Insurance Company (The)



Nordic Insurance Company of Canada (The)
North Waterloo Farmers Mutual Insurance Company (The) (Fidelity only)
Northbridge Commercial Insurance Corporation
Northbridge General Insurance Corporation
Northbridge Indemnity Insurance Corporation
Northbridge Personal Insurance Corporation
Novex Insurance Company (Fidelity only)
Personal Insurance Company (The)
Pilot Insurance Company
Quebec Assurance Company
Royal & Sun Alliance Insurance Company of Canada
Saskatchewan Mutual Insurance Company (Fidelity only)
Scottish & York Insurance Co. Limited
Sovereign General Insurance Company (The)
TD General Insurance Company
Temple Insurance Company
Traders General Insurance Company
Travelers Insurance Company of Canada
Trisura Guarantee Insurance Company
Waterloo Insurance Company
Wawanesa Mutual Insurance Company (The)
Western Assurance Company
Western Surety Company
Wynward Insurance Group

2. Provincial Companies

Surety bonds issued by the following companies may be accepted provided that the contract of suretyship was executed in a province in which the company is licensed to do business as indicated in brackets.

ALPHA, Compagnie d'Assurances Inc. (Que.)
La Capitale General Insurance Inc. (Nfld. & Lab., N.S., P.E.I., Que. (Surety only), Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)
Coachman Insurance Company (Ont.)
Fenchurch General Insurance Company (Nfld. & Lab., P.E.I., N.B., Ont., Man., Sask., Alta., B.C.)
GCAN Insurance Company (Nfld. & Lab., N.S., P.E.I., N.B., Que., Ont., Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)
The Insurance Company of Prince Edward Island (N.S., P.E.I., N.B.)
SGI CANADA Insurance Services Ltd. (Ont., Man., Sask., Alta.)



L'Unique General Insurance Inc.(Nfld. & Lab., N.S., P.E.I., N.B., Que. (Surety only), Ont. (Surety only), Man., Sask., Alta., B.C. (Surety only), Nun., N.W.T., Yuk.)

3. Foreign Companies

Affiliated FM Insurance Company
Allianz Global Risks US Insurance Company (Surety only)
Allstate Insurance Company
American Bankers Insurance Company of Florida
American Road Insurance Company (The) (Surety only)
Arch Insurance Company
Aspen Insurance UK Limited
AXIS Reinsurance Company
Berkley Insurance Company
Cherokee Insurance Company (Surety only)
Compagnie Française d'Assurance pour le Commerce Extérieur (Fidelity only)
Continental Casualty Company
CorePointe Insurance Company (Surety only)
Darwin National Assurance Company (Fidelity only)
Ecclesiastical Insurance Office Public Limited Company (Fidelity only)
Employers Insurance Company of Wausau
Factory Mutual Insurance Company
Federal Insurance Company
General Reinsurance Corporation
Great American Insurance Company
Hartford Fire Insurance Company
International Insurance Company of Hannover Limited (Fidelity only)
Jewelers Mutual Insurance Company (Fidelity only)
Liberty Mutual Insurance Company
Lloyd's Underwriters
Mitsui Sumitomo Insurance Company, Limited
Motors Insurance Corporation
Munich Reinsurance America, Inc.
NIPPONKOA Insurance Company, Limited
Sentry Insurance a Mutual Company
Sompo Japan Insurance Inc.
St. Paul Fire and Marine Insurance Company
State Farm Fire and Casualty Company
Tokio Marine & Nichido Fire Insurance Co., Ltd.
Triton Insurance Company (Fidelity only)
Westport Insurance Corporation



XL Insurance Company Limited (Surety only)
Zurich Insurance Company Ltd.