



National Research Council Canada  
Administrative Services and  
Property Management Branch

Conseil national de recherches Canada  
Direction des services administratifs et  
gestion de l'immobilier

**REQUEST FOR PROPOSALS  
DEMANDE DE PROPOSITIONS**

**RETURN BIDS TO :  
RETOURNER LES  
SOUMISSIONS A:**

National Research Council Canada (NRC)  
Procurement Services  
1200 Montreal Road, Building M-22  
Ottawa, Ontario  
K1A 0R6  
Bid Fax: (613) 991-3297

<b>Title/Sujet</b>  <b>Cleaning Services</b>	
<b>Solicitation No./N. de l'invitation</b> <b>13-22110</b>	<b>Date</b> <b>January 27, 2014</b>
<b>Solicitation Closes/L'invitation prend fin</b> at/à <b>14 :00</b> on/le <b>10 March 2014</b>	<b>Time Zone/Fuseau Horaire</b> <b>EDT</b>
<b>Address Enquiries To/Adresser demandes de renseignements à :</b> <b>Jesse Arsenault</b> <b>Telephone No./N. de téléphone : 613-993-0569</b> <b>Facsimile No./N. de télécopieur : (613) 993-6867</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

Proposal To:

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

Proposition aux:

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).



<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No./N. de telephone</b> <b>Facsimile No./N. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisé à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## Cleaning Services

### 1.0 PRESENTATION OF PROPOSALS

- 1.1 You are invited to submit four copies of a Technical Proposal and two copies of a Financial Proposal in two separate envelopes to fulfil the following requirement forming part of this Request for Proposals. One envelope **must** be clearly marked 'Technical Proposal' and the other envelope **must** be marked 'Financial Proposal'. All financial information **must** be fully contained in the Financial Proposal, and only in the Financial Proposal. Vendors who provide financial information in the technical proposal will be disqualified. **All proposals should include the front page of this RFP duly completed.**

### 2.0 SCOPE OF WORK

- 2.1 To provide Cleaning and Snow Clearing/Removal Services in accordance with the detailed Statement of Work attached as Appendix "A".

### 3.0 PERIOD OF CONTRACT

- 3.1 NRC anticipates that the work will begin on **April 1, 2014** and be completed by **March 31, 2016**.
- 3.2 **There is an option to renew at NRC's discretion for two subsequent one-year periods, subject to satisfactory performance and agreement upon a satisfactory fee structure for that period(s).**

### 4.0 ENQUIRIES

- 4.1 If you require clarification regarding any aspect of this RFP, address all queries to the Contracting Authority, identified below, at least 10 working days before the closing date. All queries must be in writing and queries received less than 10 working days prior to the closing date cannot be guaranteed a response. Information received verbally will not be binding upon the NRC.

**Jesse Arsenault**

Contracting Authority, Procurement Services

National Research Council Canada

1200 Montreal Road, Bldg. M-22

Ottawa, Ontario K1A 0R6 Telephone: **613-993-0569**

Facsimile: **613-993-6867**

[Jesse.arsenault@nrc-cnrc.gc.ca](mailto:Jesse.arsenault@nrc-cnrc.gc.ca)

- 4.2 To ensure the equality of information among Bidders, responses to general enquiries will be made available to all bidders unless such publications would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available through the Open Bidding System (OBS) to all bidders.
- 4.3 Vendors who attempt to obtain information regarding any aspect of this RFP during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).

- 4.4 It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFP.

## 5.0 **PROPOSAL CLOSING DATE AND BID SUBMISSION INSTRUCTIONS**

- 5.1 Proposals must be delivered not later than 2:00 PM EST, Thursday, **March 10<sup>th</sup>, 2014**, to the following **Contracting Authority**:

**Jesse Arsenaault**  
Contracting Authority, Procurement Services  
National Research Council Canada  
1200 Montreal Road, Bldg. M-22  
Ottawa, Ontario K1A 0R6 Telephone: (613) 993-0569  
[Jesse.arsenaault@nrc-cnrc.gc.ca](mailto:Jesse.arsenaault@nrc-cnrc.gc.ca)

### **Proposals must not be sent directly to the Project Authority**

- 5.2 Proposals must be delivered in a sealed envelope and the Bidder's name and the RFP No. should be clearly indicated on the Proposal Envelope. It is the vendor's responsibility to obtain date and time stamped receipt signed by the receptionist as proof that NRC has received their proposal within the prescribed time limit. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
- 5.3 Bid submissions must be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) attached as Appendix "C".
- 5.4 Due to the nature of this solicitation, NRC will not accept any proposal documents by facsimile.
- 5.5 NRC will not accept any proposal documents by electronic mail or on diskette.
- 5.6 Proposals received after the closing date will not be considered and will be returned to the sender. The sender has the sole responsibility for the timely dispatch and delivery of a proposal and cannot transfer such responsibility to the NRC. No supplementary information will be accepted after the closing deadline unless NRC requests a clarification.
- 5.7 All submitted proposals become the property NRC and will not be returned to the originator.

## 6.0 **MANDATORY REQUIREMENTS**

The following requirements are mandatory for the consideration of the proposal. Proposals that do not meet all requirements as further set out will be disqualified and no further consideration will be given. The Proponent must respond to each section and subsection within these Mandatory Requirements. Should the Proponent not have any text for a particular section or subsection that heading must be included and the words "No Response" must be inserted. Should the proponent wish to discuss a particular topic in another section of the proposal, reference to that other section must be made under the original section of subsection heading. The Proponent must use the same headings and subheadings as referred to in each section. The proposal responses must be submitted in the same sequence as these sections.

The proposal must contain the following:

1. Must provide and maintain, during the term of the contract, Comprehensive General Liability insurance in an amount of \$2,000,000.00.
2. Demonstrate experience on contracts of a similar scope by listing at least three previous similar contracts/assignments undertaken within the last five years that are relevant to this requirement. Must demonstrate in having a minimum of three (3) years recent experience in providing janitorial services to large institutional and/or commercial sites with numerous, multi-purpose facilities and laboratories of various size
3. Must have the following (minimum) equipment to be available to be used for this contract, as follows; and shall include a detailed list of equipment to be used on this contract with his tender at time of submission. The data required will include Equipment Name; Model; Manufacturer; Approximate Age; and Average Lifecycle.
  - A motorized battery operated industrial ride-on floor sweeper
  - A motorized battery operated industrial ride-on scrubber equipped for wet and dry pick-up
  - A vacuum cleaner, in satisfactory working order, equipped with a power nozzle and air discharge filters so that dust and odors are not recycled back into the workspace
  - An industrial type wet and dry vacuum cleaner equipped with the proper floor tools and of sufficient suction to remove wet or dry sand, water, etc
  - A burnisher
  - Two (2) snow blowers with an effective width of at least 27 inches with an engine of at least 10hp
4. Must provide a cost breakdown on a year to year basis - Price table Appendix "F". The prices must be all inclusive of labor, salary burden and employee benefits, materials, equipment and tools, transportation and fuel, insurance, fees and permits, mark-ups and profits.
5. Must comply with WHMIS regulations. Employees must be trained in WHMIS and training certificates must be provided to the ASPM Building Manager, in case an employee has no WHMIS training, evidence of a scheduled training course must be provided to the ASPM Building Manager.
6. Must provide a current "Letter of Good Standing" from WHSCC.
7. Must attend one of the two mandatory site visits at NRC Ocean, Coastal & River Engineering; #1 Arctic Avenue; St. John's; NL held on February 11 and 13, 2014.

## 7.0 **COST PROPOSAL**

- 7.1 The cost proposal must be a **fixed price quotation, FOB Destination, excluding GST/HST**. The fixed price must include all the materials and services required to fulfil all aspects of the Statement of Work. Bidders should identify the currency on which the cost proposal is based.
- 7.3 **GOODS AND SERVICES TAX (GST) and HARMONIZED SALES TAX (HST):** The GST and HST, whichever is applicable, shall be considered an applicable tax for the purposes of this RFP and extra to the price herein. The amount of GST or HST shall be disclosed and shown as a separate item.

- 7.4 Bids will be evaluated in Canadian currency, therefore, for evaluation purposes, the exchange rate quoted by the Bank of Canada as being in effect on date of bid closing, shall be applied as the conversion factor for foreign currency. Prices quoted shall not be subject to, or conditional upon, fluctuations in commercial or other interest rates during either the evaluation or contract period.

## **8.0 CONDITIONS OF SUBMISSION**

- 9.1 There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation. A contract will not necessarily be issued as a result of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.
- 9.2 The method of selection will be the valid proposal with the lowest financial proposal.
- 9.3 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFP.
- 9.4 Your proposal should contain the following statement:
- "We hereby certify that the price quote is not in excess of the lowest price charged anyone else, including our most favoured customer, for like services".
- 9.5 Any contract resulting from this invitation will be subject to the General Conditions - Services 2035 (copy attached as Appendix "B") and any other special conditions that may apply.

## **9.0 OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY**

- 9.1 All confidential information gathered or viewed or any product developed as a result of this RFP must be treated as confidential and as NRC property.

## **10.0 CONFIDENTIALITY**

- 10.1 This document is UNCLASSIFIED, however; the contractor shall treat as confidential, during as well as after the services contracted for, any information of the affairs of NRC of a confidential nature to which its servants or agents become privy.

## **11.0 CRIMINAL CODE OF CANADA**

- 11.1 Canada may reject an offer where the Bidder, or any employee or subcontractor included as part of the offer, has been convicted under section 121 ("Frauds on the government" & Contractor subscribing to election fund"), 124 ("Selling or purchasing office"), or 418 ("Selling defective stores to Her Majesty") of the Criminal Code.

## **12.0 DEBRIEFINGS**

- 12.1 After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

## ADDITIONAL CONTRACT CLAUSES

**Bidder compliance with all of the following clauses, terms and conditions of the resulting contract is mandatory.**

### 13.0 **T4-A SUPPLEMENTARY SLIPS**

13.1 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 T4A Supplementary slip. 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 identifying supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

### 14.0 **GOVERNMENT SMOKING POLICY**

14.1 Where the performance of the work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada, which prohibits smoking on any government premises.

### 15.0 **ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT**

15.1 Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Project Authority named herein. There will be however; no day-to-day supervision of the Contractor's activities nor control of the Contractor's hours of work by the Project Authority.

15.2 The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.

### 16.0 **GENERAL CONDITIONS**

16.1 The General Conditions 2035 entitled General Conditions Services and attached as Appendix "B" form part of this Contract.

### 17.0 **PROGRESS REPORT**

17.1 As part of and together with each progress claim, the Contractor must submit a progress report consisting of a narrative of approximately one (1) page describing the technical progress achieved in terms of the "Statement of Work", explaining any variations in the work or expenditure plan, specifying any problems encountered or foreseen (relating to time, cost or technical matters) and any other matter considered reportable by the Contractor.

### 18.0 **ADDITIONAL WORK**

18.1 The successful bidder can at NRC's option, be asked to provide additional work related to this requirement. Payment will be limited to the firm per diems quoted in the Contractor's proposal.

**19.0 NON-PERMANENT RESIDENT (CANADIAN COMPANY)**

19.1 The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

**20.0 LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS**

20.1 It is a term of the contract that:

- a. the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- b. the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based; and
- c. the Contractor had informed the Departmental Representative of any exemption in respect of the abatement of a contract fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.

**21.0 FORMER PUBLIC SERVANT**

21.1 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.

**21.2 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.

### 21.3 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.

21.4 By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### 21.5 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.

21.6 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.



## 22.0 **OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)**

22.1 The Office of the Procurement Ombudsman (OPO) 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](mailto: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](http://www.opo-boa.gc.ca).

## 23.0 **SECURITY LEVEL**

Prior to the performance of the obligations under this contract, all personnel that will be involved with the project must be cleared to the security level of **RELIABILITY** as defined in the security policy of Canada.

Any Contract resulting from this invitation will be subject to the Security Requirements Check List (SRCL), form TBS/SCT 350-103, attached at Appendix "D".

## 24.0 **ATTACHMENTS**

Appendix "A" - Detailed Statement of Work

Appendix "B" - General Conditions 2035

Appendix "C" – Standard Instructions and Conditions (Applicable to Bid Solicitation)  
dated 2007/06/01

Appendix "D" - Security Requirements Check List (SRCL)

**NRC·CMRC**

*Administrative  
Services  
and Property  
Management*

**CMRC·NRC**

*Services  
administratifs  
et gestion de  
l'immobilier*

**APPENDIX "A"**

**Request for Proposal to Provide  
The Supply of Cleaning Services & Snow  
Clearing/Removal Services**

**To**

**NRC- Ocean, Coastal & River Engineering (OCRE)  
#1 Arctic Ave., St. John's, NL  
M.U.N Campus**



National Research  
Council Canada

Conseil national  
de recherches Canada

**Canada**

*STATEMENT OF REQUIREMENT*

**THE SUPPLY OF CLEANING SERVICES & SNOW CLEARING/REMOVAL SERVICES**

## **1. Overview of NRC's Building and Property Portfolio**

### **1.1. Properties and Buildings**

The Contractor will provide cleaning services to the Ocean, Coastal, River Engineering (OCRE) St. John's building which is a division of the National Research Council of Canada and it is located on an eight (8) hectare site on the Memorial University of Newfoundland's Campus in St. John's, NL at #1 Arctic Avenue. The facility has a staff of approximately one hundred (100) NRC personnel as well as approximately thirty (30) other clients and contractors. The facility conducts research and contract marine testing work for both national and international clients.

The facility has an area of approximately 22,000 m<sup>2</sup>. This includes 5000 m<sup>2</sup> of office and meeting room space and 15,000 m<sup>2</sup> of laboratory and shop space; mechanical and electrical rooms, stores areas; storage areas and large water filled tanks.

The facility has nine (9) 3m x 3m overhead doors, five (5) staff entrances, twenty three (23) fire exits and approximately 300m of concrete sidewalks varying in width from 3 to 5 meters.

Drawings provided for the facility are:

- 300838A04 – IPF – Floor Plan – Level 1
- 300838A05 – IPF – Floor Plan – Level 2
- 300838A06 – IPF – Floor Plan – Level 3
- NRC St. John's Floor 1 Rev 1
- NRC St. John's Floor 2 Rev 1
- NRC St. John's Basement 1 Rev 1
- NRC St. John's Basement 2 Rev 1

### **1.2. Definition of Terms**

Refer to Appendix "E" for a Glossary of Terms used.

### **1.3. Description of Services Required**

#### **1.3.1. Work Included in the Scope of Work**

- To provide all labor, superintendence, tools, equipment, supplies and other accessories to perform:
  - Exterior & interior cleaning services
  - Snow clearing/removal services.

#### **1.3.2. Pre-Tender Site Meeting**

- A pre-tender site meeting will be held on location at #1 Arctic Avenue, St. John's, NL. The time and date will be indicated in the "Invitation to Tender" package. Attendance of the pre-tender meeting is mandatory. Tenders of bidders not attending the pre-tender site meeting will be rejected.
- Any clarifications or changes to the bid solicitation resulting from the pre-tender site meeting will be included as an amendment to the bid solicitation.

#### **1.3.3. Acceptance of Site**

- The Contractor must inspect the site, review and discuss any unexpected or unclear conditions with the ASPM Building Manager before submitting their bid.
- Submission of tender implies acceptance of existing conditions.

#### **1.3.4. Materials and Workmanship**

- All material to be new and of highest quality obtainable for the service.
- Only 1<sup>st</sup> class workmanship will be accepted, not only with regard to safety, efficiency and durability, but also with regard to neatness of detail and performance
- The Contractor shall comply with WHMIS regulations and provide MSDS sheets to the ASPM Building Manager for all chemicals used in the performance of the contract.
- The contractor shall be in good standing with WHSCC.

### **1.3.5. Conversion of Floor Covering**

- There will be no adjustment to the contract amount where the existing floor covering is converted to another type during the term of the contract.

### **1.3.6. Protection and Warning Notices**

- Provide all materials and equipment required to protect existing equipment.
- Erect barriers to prevent dust, debris and chemical odours from spreading through the building.
- Erect personnel warning notices to warn of wet and/or slippery floors, carpet cleaning, ice walkways or other hazards as deemed necessary by the Contractor or ASPM Building Manager.
- Repair or replace any and all damage to the Owner's property caused during the performance of the Contract, at no cost to the Owner and to the satisfaction of the ASPM Building Manager.

## **1.4. Qualifications**

### **1.4.1. Contractor**

The Contractor must have a commitment to this field of work and demonstrate experience on contracts of a similar scope by listing at least three previous similar contracts/assignments undertaken within the last five years that are relevant to this requirement.

Must demonstrate in having a minimum of three (3) years recent experience in providing janitorial services to large institutional and/or commercial sites with numerous, multi-purpose facilities and laboratories of various size.

### **1.4.2. Contractor's Staff**

- The Contractor shall include the supply of all-necessary staff, sub-contractors and vendors applicable to the work required, for the full term of this contract.
- The Contractor shall provide for all necessary supervision, administration, support, assistance and control for his staff, sub-contractors and vendors.

- The Contractor's Supervisor shall be responsible for organizing and scheduling work, making the necessary scheduled inspections, generally supervising the work on a day-to-day basis.

#### **1.4.3. Sub-Contracting**

- The Contractor shall describe those services, which shall be sub-contracted to other organizations. Any trades not so described shall be assumed to be provided by the contractor's own staff. The contractor shall obtain prior, written authorization from the NRC Contract Administrator.
- The Contractor is responsible for the supervision of any sub-contractors used in the performance of the work.

#### **1.5. Reporting method of payment**

- 1.5.1. Upon submission of monthly invoice and approval of payment.

#### **1.6. Fire, General Safety and Protection**

- 1.6.1 The Contractor will comply with all ordinances, rules and regulations relating to the transportation and disposal of the hazardous waste and to the preservation of the public health.
- 1.6.2 The Contractor shall adhere to all safety measures respecting personnel and fire hazards recommended by National and Provincial codes and/or prescribed by the authorities having jurisdiction concerning the equipment, work habits and procedures.
- 1.6.3 Continuously protect NRC property from damage, injury or loss arising in connection with this Contract. The Contractor shall make good, at its own expense, any damage, injury or loss to the property. Provided that the Contractor has taken reasonable precautions, the Contractor shall not be responsible for any such damage, injury or loss which NRC has agreed to insure or which may be directly caused by NRC, its agents or employees.
- 1.6.4 In the event that any system or equipment appears to be unsafe, take interim remedial action and immediately notify the ASPM Building Manager and remain at the site until steps have been taken to protect the public and occupants from the hazard or condition.
- 1.6.5 The Contractor shall ensure that all equipment used to perform the work is in a state of good repair. The ASPM Building Manager

## THE SUPPLY OF CLEANING SERVICES

reserves the right to have equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor shall be responsible to supply suitable replacement equipment.

- 1.6.6 Hitching, lifting or securing devices mounted on containers shall be inspected regularly and maintained to prevent safety hazards.
- 1.6.7 Protection Equipment; appropriate personal protective equipment must be provided by the Contractor and used while executing the required work. Such equipment shall conform to the latest industry standards and be in good repair. Any personal protective equipment not in good repair must be replaced immediately. Safety cones or safety barriers must be used as required to identify obstructions or other unsafe conditions at the work site. The Contractor is responsible for the supply and installation of all signage, protection and barriers required to execute their work in a safe and secure manner.
- 1.6.8 Accident Reporting; All accidents or injuries occurring on the NRC work site must be reported and documented to the ASPM Building Manager.
- 1.6.9 Other Safety Issues; the Contractor is requested to immediately report to the ASPM Building Manager any safety issue that may affect his staff in the performance of their work. The Contractor will be responsible for the health and safety of his workers, sub-contractors and vendors as regulated by Federal, Provincial and Municipal Act and Regulations.

### **1.7. Taxes and Licenses**

- 1.7.1 The successful Contractor will assume the sole responsibility for the payment of insurance premiums, licenses, taxes, and all other charges imposed by the federal, provincial, or municipal authorities.

### **1.8. Insurance**

- 1.8.1 The successful Contractor shall provide and maintain during the term of the Contract Comprehensive General Liability insurance in an amount of \$2,000,000.
- 1.8.2 All Environmental Insurance shall be included in the price structure.



- 1.8.3 The Contractor must carry insurance to cover re-keying costs in the event that locks must be re-keyed due to contractor staff losing NRC keys.

**1.9. Resolutions of Conflicts**

- 1.9.1 In the spirit of this partnership arrangement, conflicts will initially be resolved through the process of negotiation at the working level then at management levels. Failure to reach a mutual agreeable resolution will result in the initiation of a mediation or binding arbitration process arranged to the satisfaction of both parties.

**1.10. Regulatory Standards**

- 1.10.1 The Contractor shall adhere to all applicable codes and regulations including but not limited to: Environmental Regulations and Occupational Health and Safety Regulations. NRC, being a Federal Government Agency, can abide by Federal Codes and Regulations and is not compelled to abide by Provincial Building Codes and Regulations. However, in most circumstances and issues, NRC abides by the more stringent of either Provincial or Federal Codes and Regulations.

**1.11. Changes to Scope**

- 1.11.1 NRC requires the flexibility to respond to changes in its operation. During the term of the contract, the ASPM Building Manager may adjust the scope of the contract. Such adjustments will be mutually agreed upon with the contractor that there will be a change to the contract.
- 1.11.2 Should the Contractor not wish to undertake any additional work resulting from a change in scope, NRC reserves the right to tender this portion of the new work, as well as other work being done by the Contractor and deemed appropriate to combine with the additional work.
- 1.11.3 Should the price of the work so removed from the Contract be clearly delineated in the proposal, the Contract amount shall be adjusted accordingly; otherwise any changes in Contract price will be by mutual agreement.

*OPERATIONS & FREQUENCIES*

**THE SUPPLY OF CLEANING SERVICES**

## THE SUPPLY OF CLEANING SERVICES

### 1. Space

- 1.1. The Owner shall provide space to the Contractor for the storage of equipment and materials.
- 1.2. The Owner will not be responsible for damage or loss to the Contractor's supplies, materials or equipment in the building, nor for their employee's personal belongings brought into the building.

### 2. Work Hours, Security & Key Control

- 2.1. Normal working hours on the site are from 07:00 hrs. - 17:00 hrs. Monday to Friday inclusive except statutory holidays.
- 2.2. Written permission from the ASPM Building Manager is required for access to the building outside normal working hours.
- 2.3. The Contractor must co-operate with the building staff in order to keep disruption of normal work to an absolute minimum.
- 2.4. All Contractor personnel that require access to the building will have to complete an "Access Authorization Form" and will be required to have a "Security Check" completed prior to the issue of access/identification cards.
- 2.5. During the period of the contract, the Contractor's personnel shall be required to wear access/identification cards. These cards shall be visible at all times.
- 2.6. All keys entrusted to the Contractor during the duration of the contract must be fully protected at all times. Should the Contractor lose any keys or access cards, they shall immediately report that loss to the ASPM Building Manager.
- 2.7. The Contractor shall not duplicate keys supplied by NRC. If this occurs, the Contractor may be held responsible for costs to re-key locks.

### 3. Inspection of Work

- 3.1. The ASPM Building Manager will perform periodic inspection of the work in progress, to ensure the work performance stays at the same level and standard expected. Observed deficiencies for any part of a building may result in the application of corrective measures to be taken and such performance may be the object of action taken against the Contractor pursuant to the Contract.
- 3.2. The Contractor is required to notify the ASPM Building Manager when each major item of work identified on the schedule of operations is completed. The

## THE SUPPLY OF CLEANING SERVICES

ASPM Building Manager will inspect the work and any deficiencies must be corrected immediately.

- 3.3. Any items or deficiencies noted in the “Schedule Progress Report” or “Inspection Reports” must be corrected within a minimum of 24 hours and to a maximum of 4 working days. Any work deemed to be urgent by the ASPM Building Manager shall be performed immediately.

### **4. Work Record**

- 4.1. The Contractor shall maintain an up to date record of all work performed on the schedule of operations. This log shall be kept on site and available for review by the ASPM Building Manager.

### **5. Quality of Work**

- 5.1. The quality standards shall be strictly enforced. Work inspections will be based on these quality standards.

### **6. Disposal of Waste**

- 6.1. All collected refuse, empty containers, boxes and other items shall be disposed of daily utilizing the garbage container box provided on site.

### **7. Jurisdiction**

- 7.1. This Contract is under the jurisdiction of the ASPM Building Manager.
- 7.2. Obtain clarification, field instructions and approval to work outside of normal hours only from the ASPM Building Manager.

### **8. Supplies**

- 8.1. The Contractor is required to provide all cleaning materials and supplies necessary for the contract. This includes, but is not limited to:
- Toilet tissue
  - Paper hand towels
  - Hand soap
  - Deodorant cakes
  - Garbage bags of correct size
  - Automatic deodorant refill canisters
  - Petroleum products
  - Degreasers
  - Calcium chloride
  - Dust absorbent compounds

## THE SUPPLY OF CLEANING SERVICES

- 8.2. Toilet paper is to meet CAN/CGSB 9.13-92; Paper towels to meet CAN/CGSB 9.14-92; Garbage bags to meet CAN/CGSB 156.1-M87
- 8.3. Paper hand towels must fit in existing “touchless” paper towel dispensers; located in multiple building washrooms (the remaining washrooms use the dispensers with folded type paper hand towels). The new type is Kruger “NOIR Touchless Mechanical Roll Towel Dispensers”.
- 8.4. All cleaners, compounds, degreasers and disinfectants used in the workplace must conform to the Canadian General Standards Board (CGSB) and the Workplace Hazardous Materials Information System (WHMIS).

### 9. **Equipment**

- 9.1. Cleaning equipment must be CSA certified and in good operating condition at all times. All equipment shall be subject to approval by the ASPM Building Manager or his designate for appearance, cleanliness and suitability for the job. Any equipment deemed unsuitable shall be removed from the premises.
- 9.2. The Contractor shall supply all required equipment in new or excellent condition which is necessary to perform the work, such as ( but not limited to):
- A motorized battery operated industrial ride-on floor sweeper
  - A motorized battery operated industrial ride-on scrubber equipped for wet and dry pick-up
  - A vacuum cleaner, in satisfactory working order, equipped with a power nozzle and air discharge filters so that dust and odors are not recycled back into the workspace
  - An industrial type wet and dry vacuum cleaner equipped with the proper floor tools and of sufficient suction to remove wet or dry sand, water, etc
  - A burnisher
  - Two (2) snow blowers with an effective width of at least 27 inches with an engine of at least 10hp
- 9.3. All Contractors’ equipment shall be labeled with the “Company Name”.
- 9.4. The Contractor shall include a detailed list of equipment to be used on this contract with his tender at time of submission. The data required would include Equipment Name; Model; Manufacturer; Approximate Age; and Average Lifecycle.

**10. Uniforms**

- 10.1. All cleaning staff must be uniformed with industrial type matching shirt and trousers or coveralls. The company name or logo must be affixed to the shirt or coveralls.
- 10.2. The uniforms must be in clean and good repair at all times.

**11. Cleaning Operations**

- 11.1. Non-scheduled cleaning will be performed between the hours of 07:00 to 17:00 hr. Monday to Friday (except where noted).
- 11.2. Scheduled operations will be performed Monday to Friday, 17:00 to 07:00 hr. or on weekends at times approved by the ASPM Building Manager.

**12. Contractors Representative**

- 12.1. The Contractor shall designate one of their daytime staff as their representative. They will have the authority to carry out instructions from the ASPM Building Manager.

**13. Workforce**

- 13.1. The Contractor is required to have sufficient qualified cleaning personnel on site during regular working hours to complete the work. The Contractor shall notify the ASPM Building Manager, in writing, of any changes in site personnel.
- 13.2. From November to March, the Contractor is expected to increase their staff to a minimum of one (1) person for the purpose of snow and ice control. The cost of this service should be included in the total price of the contract.

***TECHNICAL CLEANING SPECIFICATIONS***

**THE SUPPLY OF CLEANING SERVICES**

**1. Exterior**

**1.1. Daily**

- 1.1.1. Remove ice and snow hanging from edge of the roof and canopies
- 1.1.2. Remove graffiti and posters from exterior walls, doors and windows at street level
- 1.1.3. Clean and polish aluminum fittings, signs, ornamental metal work, metal entrance doors and push bars
- 1.1.4. Clean glass and sashes on both sides in entrance doors
- 1.1.5. Sweep and keep clear of litter all entrance and loading platforms

**1.2. Weekly**

- 1.2.1. Clean glass and sashes on both sides in entrance sidelights

**1.3. Monthly**

- 1.3.1. Clean air intake and exhaust grills
- 1.3.2. Remove dust, litter, and cobwebs from light wells, vent openings, and service passages

**1.4. Semi-Annually**

- 1.4.1. Wash exterior marble, granite, glazed walls and columns about entrance area
- 1.4.2. Remove litter from roof areas and drains in spring and fall

**2. Interior Cleaning**

- 2.1.1. The required times for scheduled work items specified in this section are specifically defined in “Appendix D”.

**3. Floors**

**3.1. General**

- 3.1.1. Chairs, wastepaper baskets and other items are not to be placed on desks, tables or benches during cleaning operations.



#### **4. Resilient Floors**

##### **4.1. General**

4.1.1. Remove all foreign matter and debris daily.

##### **4.2. Office Areas**

4.2.1. Sweep and damp mop all floors once per week (Tuesday after 17:00hrs).

4.2.2. Damp mop or wipe floors where necessary to remove spillage and salt daily from November to April inclusive.

4.2.3. Spray buff in front and behind counters, desk wells and traffic lanes every two (2) weeks.

4.2.4. Wet or dry scrub and refinish on a full floor basis every three (3) months.

4.2.5. Strip and refinish on a floor basis annually, or as needed.

##### **4.3. Corridors and Elevator Lobbies**

4.3.1. Sweep and damp mop twice (2) per week. (Tuesday and Friday after 17:00hrs)

4.3.2. Damp mop or wipe all floors to remove spillage and salt, etc. daily or as necessary during the months of November to April inclusive.

4.3.3. Wet or dry scrub and refinish on a full floor basis every three (3) months.

4.3.4. Strip and refinish on a full floor basis every six (6) months.

##### **4.4. Electro-Mech Shops (x2), Electronics Shop, Electronics Shop Tool Crib, Paint Shop, Machine Shop Tool Crib, Ice Tank Control Room, Warm-Up Room, Carriage Control Rooms (x2), OEB Control Room, OEB Test Lab and North Building Drawing Lab**

4.4.1. Sweep and damp mop twice (2) per week. (Tuesday and Friday after 17:00hrs)

4.4.2. Spray buff traffic areas every two (2) weeks (Except Carriage and OEB Control Rooms)(After 17:00hrs)

4.4.3. Damp mop or wipe all floors to remove spillage and salt, etc. daily or as necessary during the months of November to April inclusive.

## THE SUPPLY OF CLEANING SERVICES

4.4.4. Wet or dry scrub and refinish on a full floor basis every three (3) months. (Except Carriage and OEB Control Rooms)

4.4.5. Strip and refinish on a floor basis once (1) every two (2) years. (Except Carriage and OEB Control Rooms)

### **4.5. Maintenance Shop Offices and Lunchroom**

4.5.1. Sweep and damp mop weekly. (Tuesday and Friday after 17:00hrs)

4.5.2. Damp mop or wipe all floors to remove spillage and salt, etc. daily or as necessary during the months of November to April inclusive.

4.5.3. Matting in these areas to be washed and scrubbed monthly.

4.5.4. Wet or dry scrub and refinish on a full floor basis every three (3) months.

4.5.5. Strip and refinish on a full floor basis every six (6) months.

## **5. Hardwood Floors**

### **5.1. General**

5.1.1. Use a minimum amount of water to remove spillage.

### **5.2. Machine Shop and Pattern Shop**

5.2.1. Sweep all floors daily (After 17:00hrs)

5.2.2. Wipe up all spillage as necessary

5.2.3. Clean floors using a solvent wood cleaner, apply one coat of an approved non-slip wax and buff once per year (Machine and Pattern Shop Only)

### **5.3. Stores (2nd Floor), Cold Labs (x4), Cold Lab Control and Set-Up Rooms**

5.3.1. Sweep all floors once (1) per week (Tuesday after 17:00hrs)

5.3.2. Clean up any spillage daily or as necessary

## **6. Concrete Floors**

### **6.1. General**

- 6.1.1. The Contractor shall provide, at his expense, a motorized battery operated industrial floor sweeper and scrubber equipped for wet and dry pick-up. Data on the equipment shall be submitted to the ASPM Building Manager for his approval

### **6.2. Maintenance Shop, Model Prep Shop, Welding Shop, Stores (Ground Floor), OEB Lab (Ground Floor), Towing Tank Lab (Ground Floor), Paint Shop, Fiberglass Shop and Flammable Stores**

#### **6.2.1. Daily**

- 6.2.1.1. Remove refuse and other foreign debris
- 6.2.1.2. Damp Mop to remove spillage

#### **6.2.2. Weekly**

- 6.2.2.1. Sweep all floors (After 17:00hrs)

#### **6.2.3. Monthly**

- 6.2.3.1. Machine scrub all floors (Except Flammable Stores)

### **6.3. Machine Shop Mezzanines**

#### **6.3.1. Monthly**

- 6.3.1.1. Sweep all floors and pick up debris

#### **6.3.2. Annually**

- 6.3.2.1. Wash all floors

### **6.4. Towing Tank, OEB and Ice Tank Basements**

#### **6.4.1. Weekly**

- 6.4.1.1. Remove refuse and other foreign residue
- 6.4.1.2. Damp mop to remove spillage

**6.4.2. Semi-Annually**

6.4.2.1. Sweep floors using an approved dust absorbent compound

**7. Carpet and Rugs**

**7.1. General**

7.1.1. Remove spots and stains from carpeting and rugs

7.1.2. Report to the ASPM Building Manager any spots on carpeting or rugs that cannot be removed by normal means along with any other damage to the carpeting

7.1.3. Clip loose threads during vacuuming operations

7.1.4. The Contractor shall supply, at his expense, a vacuum cleaner, in satisfactory working order, equipped with a power nozzle and air discharge filters so that dust and odors are not recycled back into the workspace. Data on the equipment will be submitted to the ASPM Building Manager for his approval

**7.2. Offices**

7.2.1. Vacuum once (1) per week (Tuesday), all carpeting and rugs on a full floor basis

7.2.2. Vacuum on a required basis, areas requiring more frequent cleaning, such as traffic lanes and desk wells in general work areas and private offices

7.2.3. Where t-mats are in use, remove, vacuum carpet, clean t-mat and replace

7.2.4. Steam clean all carpets annually

**7.3. Ice Tank Lab (Ground Floor)**

7.3.1. Vacuum every two (2) weeks (Tuesday after 17:00hrs)

**8. Walk Away Mats**

**8.1. General**

8.1.1. The Contractor shall use an industrial type wet and dry vacuum cleaner equipped with the proper floor tools and of sufficient suction to remove wet or dry sand, water, etc. from the mats

## THE SUPPLY OF CLEANING SERVICES

- 8.1.2. Vacuum mats at 09:00 hrs. And again at 14:00 hrs. Daily. During inclement weather, vacuum mats more often, as necessary
- 8.1.3. Mats shall be in place from November 1<sup>st</sup> to April 30<sup>th</sup> inclusive. In case of unusual weather conditions, the ASPM Building Manager may shorten or extend the period
- 8.1.4. The Contractor shall supply and place as directed, walk-away mats as follows:
- At the Staff Entrance – 2 mats @ 6ft x 10ft
  - At the Staff Entrance – 1 mat @ 6ft x 28ft
  - At the IRAP Entrance – 1 mat @ 4ft x 4ft
  - At the IRAP Entrance – 1 mat @ 5ft x 5ft
  - At the Main Entrance – 2 mats @ 3ft x 12ft
  - At the Main Entrance – 1 mat @ 4ft x 6ft
  - At the Main Entrance – 2 mats @ 4ft x 30ft
- 8.1.5. The mats shall be fabricated of nylon fiber on a rubber backing, treated with non-toxic dirt absorbent and having water retention of approximately 3.41 liters per square meter. Some of the mats may have to be angle cut to fit applications
- 8.1.6. The mats are to be removed or rolled up to complete floor cleaning operations. Clean the underside of mats before replacing or storing

### **8.2. Weekly**

- 8.2.1. Shampoo all large mats in place. Smaller mats are to be removed to a designated location for this operation

## **9. Miscellaneous**

### **9.1. Daily**

- 9.1.1. Damp wipe window stools and draft deflectors
- 9.1.2. Dust open radiators, remove litter from behind and underneath
- 9.1.3. Dust display cases and spot clean glass

### **9.2. Every Two (2) Weeks**

- 9.2.1. Clean exterior sash of notice boards and wash glass

## THE SUPPLY OF CLEANING SERVICES

9.2.2. Wash display case glass

### **9.3. Monthly**

9.3.1. Clean and polish all decorative metal fittings

### **9.4. Quarterly**

9.4.1. Dust or vacuum ledges, top of partitions, pipes and other high areas including tops of hanging light fixtures and conduit 1.8m or more above floor level (Include ledges in Ice Tank, OEB and Tow Tank)

9.4.2. Clean all air intake grills, air diffusers and metal surrounds in washrooms and conference rooms using a detergent solution or solvent

9.4.3. Wash all open radiators

9.4.4. Clean exposed radiator and convactor covers

### **9.5. Semi-Annually**

9.5.1. Wash exterior surfaces of exposed air ducts

## **10. Entrances, Lobby and Corridor Link**

### **10.1. General**

10.1.1. Keep free of litter

10.1.2. Clean furniture as per "Office Furniture"

10.1.3. Mats are to be removed or rolled-up to complete floor cleaning operations

### **10.2. Daily**

10.2.1. Clean both sides of door glass

10.2.2. Clean surface and between bars of foot grills

### **10.3. Weekly**

10.3.1. Machine scrub and spray buff floors (November to April inclusive)

10.3.2. Clean both sides of all glass windows and metal surrounds

## THE SUPPLY OF CLEANING SERVICES

10.3.3. Sweep and spray buff floors (May to October inclusive)

### **10.4. Monthly**

10.4.1. Remove foot grills and clean out recessed pan and drain (November to April inclusive)

10.4.2. Machine scrub and spray buff floors (May to October inclusive)

### **10.5. Semi-Annually**

10.5.1. Strip and refinish floor

## **11. Stairs and Landings**

### **11.1. Daily (Office Building)**

11.1.1. Sweep stairs and landings

11.1.2. Remove other foreign residue

11.1.3. Damp mop from basement to third level

11.1.4. Dust hand rails, vertical grills, baseboards, stringers and ledges

11.1.5. Vacuum carpeted stairs and landings

### **11.2. Weekly (South Building and North Building)**

11.2.1. Perform items 1.11.1.1 to 1.11.1.5 listed above

### **11.3. Every Six (6) Months**

11.3.1. Strip and refinish resilient surfaces

## **12. Elevators**

### **12.1. Daily**

12.1.1. Clean interior and exterior bright metalwork

12.1.2. Dust interior of cab and remove finger marks, smudges and stains on doors, door frames and walls, including control panels

## THE SUPPLY OF CLEANING SERVICES

12.1.3. Scrape and vacuum clean doorsill/track grooves in both the cab and on each landing

12.1.4. Sweep and damp mop floors when mats not in use

12.1.5. Remove foreign residue from floors

### **12.2. Three (3) Times Per Year**

12.2.1. Wet or dry scrub and refinish floors

### **12.3. Annually**

12.3.1. Strip and refinish floors

## **13. Washrooms**

### **13.1. General**

13.1.1. Washrooms shall be patrol cleaned and soap containers, toilet paper and paper towel dispensers shall be replenished as necessary.

13.1.2. Blocked toilets, sinks, urinals and drains are to be cleared immediately with the use of a plunger. If plumbing work is necessary. Notify the ASPM Building Manager

### **13.2. Daily**

13.2.1. Remove other foreign residue

13.2.2. Sweep and damp mop all floors with a germicidal solution

13.2.3. Clean and disinfect all toilet fixtures (inside and outside), including both sides of toilet seats, bowls, urinals, washbasins and the underside of washbasins, water taps, flush tanks, etc.

13.2.4. Clean and dust walls, partitions, doors, baseboards, shelving, exposed piping, dispensers, receptacles and mirrors

### **13.3. Weekly**

13.3.1. Machine scrub floors and rinse with a germicidal solution

13.3.2. Wash on both sides partitions and partition doors and the ceramic walls enclosed by the partitions using a germicidal detergent



## THE SUPPLY OF CLEANING SERVICES

13.3.3. Descale toilet bowls and urinals

13.3.4. Supply and place one (1) 113.4 gram deodorant block in each urinal. A prism environmental friendly drain puck with screen in each urinal

### **13.4. Monthly**

13.4.1. Wash and disinfect wastepaper and refuse receptacles including metal containers

13.4.2. Wash all walls

13.4.3. Supply and place one (1) 680.4 gram deodorant block in wall holder

### **13.5. Semi-Annually**

13.5.1. Wash ceilings

### **13.6. Annually**

13.6.1. Strip and refinish floors

## **14. Venetian Blinds**

### **14.1. General**

14.1.1. Dust all venetian blinds in the office area every two (2) months

14.1.2. Dust all venetian blinds in the pattern shop every four (4) months

## **15. Counters**

### **15.1. Daily (Stores & Main Lobby)**

15.1.1. Damp wipe and polish

### **15.2. Weekly**

15.2.1. Clean counter facings, metal wickets, glass and wood partitions

**16. Interior Glass**

**16.1. Daily**

16.1.1. Spot clean glass doors, glass in fire doors, glass partitions, glass panels in partitions and glass block in corridors and stairwells

16.1.2. Remove all foreign substances such as tape, etc.

**16.2. Weekly**

16.2.1. Wash both sides of glass doors and glass in fire doors

**16.3. Monthly**

16.3.1. Wash both sides of glass partitions and/or glass panels in partitions, glass block in corridors and the inside of glass block in stairwells

16.3.2. Clean interior glass in the Ice Tank and Towing Tank carriage control rooms and in the computer and terminal rooms. Do not use water. Use an approved glass cleaner

**17. Furniture and Fixtures**

**17.1. General**

17.1.1. Papers and files left on furniture shall not be disturbed by the cleaning staff

**17.2. Daily**

17.2.1. Dust horizontal surfaces

17.2.2. Dust telephones and intercom instruments

17.2.3. Dust and remove finger marks and stains from vertical and horizontal surfaces of boardroom and executive office furniture

17.2.4. Spot clean finger marks and stains from glass topped furniture

17.2.5. Spot clean surface of lockers, storage and filing cabinets

17.2.6. Spot clean bookcase glass doors

17.2.7. Dust empty stacks and shelves

## THE SUPPLY OF CLEANING SERVICES

17.2.8. Dust pictures and wall hangings (including paintings and art objects)

### **17.3. Weekly**

17.3.1. Dust and remove stains from vertical surfaces

17.3.2. Clean and polish boardroom and executive furniture

17.3.3. Dust tops of lockers and storage cabinets

17.3.4. Dust bases of free standing screens

17.3.5. Dust artificial plants, remove debris from containers and damp wipe exterior of containers

17.3.6. Clean interior of public clothes closets

17.3.7. Wash boot trays and/or boot shelves during inclement weather

### **17.4. Monthly**

17.4.1. Vacuum upholstered furniture

17.4.2. Remove and clean on both sides all glass or plastic plates covering furniture and dust tops of furniture before replacing plates

### **17.5. Quarterly**

17.5.1. Clean and polish both sides of bookcase glass doors

### **17.6. Semi-Annually**

17.6.1. Clean, using an approved product, all leather, vinyl and leatherette upholstered furniture in executive offices, boardrooms and waiting areas

17.6.2. Vacuum upholstered free standing screens

17.6.3. Dust ledges inside desk wells

## **18. Ashtrays**

### **18.1. Daily (Smoking Areas)**

18.1.1. Empty contents into a separate metal container

## THE SUPPLY OF CLEANING SERVICES

18.1.2. Damp wipe, remove stains and build-up

18.1.3. Sweep up areas where smoking occurs (outside) and dispose of refuse

### **19. Waste Receptacles**

#### **19.1. General**

19.1.1. Supply and install plastic bags of correct size in wastepaper baskets, garbage cans and waste receptacles. Replace plastic bags with the correct size when torn or dirty

#### **19.2. Every Two (2) Days**

19.2.1. Empty and damp wipe exterior of wastepaper baskets

19.2.2. Empty garbage cans and waste receptacles

#### **19.3. Weekly**

19.3.1. Empty all recyclable paper trays. Place in recyclable paper bins.

19.3.2. Wash and disinfect garbage cans and waste receptacles including the metal liner

#### **19.4. Semi-Annually**

19.4.1. Wash and disinfect wastepaper baskets

### **20. Doors and Doorframes**

#### **20.1. Daily**

20.1.1. Clean finger marks from doors and doorframes

20.1.2. Dust door grilles

#### **20.2. Monthly**

20.2.1. Clean non-metallic kick and hand plates using a detergent solution

20.2.2. Clean metal push bars, kick plates and hand plates using the appropriate cleaner

## THE SUPPLY OF CLEANING SERVICES

20.2.3. Dust doors and door frames

### **20.3. Semi-Annually**

20.3.1. Wash door grilles

## **21. Emergency Fire Equipment**

### **21.1. Every Two (2) Months**

21.1.1. Clean interior of hose cabinets

21.1.2. Clean and/or polish fire extinguishers

21.1.3. Clean both sides of cabinet door glass

21.1.4. Dust wall hung equipment

## **22. Walls, Partitions and Baseboards**

### **22.1. Daily**

22.1.1. Remove finger marks, smudges and stains from painted walls and partitions

22.1.2. Dust baseboards, ledges and moldings

22.1.3. Spot clean vinyl covered walls, doors and partitions

### **22.2. Weekly**

22.2.1. Dust marble walls, columns and frames

22.2.2. Spot clean fabric and carpeted walls, columns, screens and partitions

### **22.3. Semi-Annually**

22.3.1. Vacuum ledges of perimeter walls in the Ice Tank, Towing Tank and the Ocean Engineering Basin.

## **23. Contractor Space**

### **23.1. General**

23.1.1. To be kept free of litter

## THE SUPPLY OF CLEANING SERVICES

23.1.2. Mops to be washed clean before storing. All other equipment to be kept clean and materials neatly stored

### **23.2. Daily**

23.2.1. Sweep and wash floors

23.2.2. Wash and disinfect sinks

### **23.3. Quarterly**

23.3.1. Wash walls, shelves, etc.

## **24. Garbage Disposal**

### **24.1. General**

24.1.1. Cardboard containers designated for disposal must be flattened or tied into bundles 1200 mm (length) by 600 mm (diameter) and not to exceed 20kg in weight before placing into the recycling bin

- The recycling bin is located in the Stores Yard.
- Cardboard is **not** to be disposed of in garbage containers.

24.1.2. Contents of ashtray must be stored in a spate metal container overnight before emptying into garbage

24.1.3. Garbage stored in plastic bags or garbage cans must be placed in the garbage container located in the shipping area yard

### **24.2. Daily**

24.2.1. Empty all garbage cans and wastepaper baskets designated for disposal into bulk-lift units or plastic bags and dispose in the garbage container

24.2.2. Garbage placed in the Carpenter Shop bin is to be dumped daily using the NRC Forklift. The Contractor staff required to use the forklift must be trained in forklift operation prior to using the forklift. Training certificates are to be supplied to the ASPM Building Manager.

24.2.3. Sweep floor after removal of garbage and pick up any litter dropped between the garbage room/area and point of loading on truck

**25. Light Fixtures**

**25.1. General**

25.1.1. Wash the interior and exterior of light fixtures including bulbs and tubes, once (1) per year

25.1.2. Wash all exterior building light fixtures once (1) per year

**26. Kitchens**

**26.1. Daily**

26.1.1. Pick up refuse and other foreign residue

26.1.2. Patrol clean and clean up any spillage on an as required basis

26.1.3. Damp wipe and disinfect the counter top and cupboard doors and remove any stains

26.1.4. Clean and disinfect sinks

26.1.5. Spot clean appliances and walls

26.1.6. Sweep and damp mop floor

26.1.7. Wash and put away dishes, pots, pans and utensils

**26.2. Weekly**

26.2.1. Clean outside and inside of appliances

26.2.2. Sweep, wash and buff the floor

26.2.3. Remove remaining food from the refrigerator

**26.3. Monthly**

26.3.1. Wet or dry scrub and refinish on a full floor basis

**26.4. Four (4) Times Per Year**

26.4.1. Empty, clean and disinfect all cupboards

26.4.2. Strip and refinish on a full floor basis

**27. Staff Lounge/Lunchroom**

**27.1. Daily**

27.1.1. Patrol clean and clean up spillage on an as required basis

27.1.2. Wash all furniture, tables and chairs

27.1.3. Sweep and damp mop the floor

27.1.4. Vacuum the carpet

**27.2. Weekly**

27.2.1. Dust the vending machines

27.2.2. Sweep, wash and buff the floor

**27.3. Monthly**

27.3.1. Wet or dry scrub and refinish on a full floor basis

27.3.2. Vacuum the lounge furniture

**27.4. Semi-Annually**

27.4.1. Strip and refinish on a full floor basis

27.4.2. Steam clean the carpet

**28. Whiteboards**

**28.1. General**

28.1.1. Caution DO NOT CLEAN whiteboards containing written material

28.1.2. Only use approved whiteboard cleaners to clean whiteboards

**28.2. Daily**

28.2.1. Dry clean whiteboards

28.2.2. Clean pen troughs



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28.2.3. Vacuum clean erasers

### **28.3. Semi-Annually**

28.3.1. Wash whiteboards and pen troughs

## **29. Shipping/Receiving, Truck Dock and Wood Stores**

### **29.1. General**

29.1.1. Provide and apply an absorbent compound to oil and grease spills and remove as quickly as possible

29.1.2. Remove accumulated slush and water on floors in entrances and truck areas on a continuous basis during inclement weather

### **29.2. Daily**

29.2.1. Sweep and/or scrape floors to remove foreign debris

29.2.2. Remove any spillage

### **29.3. Weekly**

29.3.1. Sweep on a full floor basis

### **29.4. Monthly**

29.4.1. Machine scrub all floors

29.4.2. Clean floor drains

## **30. Locker Rooms**

### **30.1. Daily**

30.1.1. Pick up refuse and empty waste receptacles

30.1.2. Sweep floors

30.1.3. Remove gum and other foreign residue

30.1.4. Wash all floors and benches using a germicidal detergent

30.1.5. Dust exposed surfaces of lockers including tops

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### **30.2. Monthly**

30.2.1. Wet/dry scrub and rinse all floors using a germicidal solution

### **30.3. Semi-Annually**

30.3.1. Wash the exterior of lockers

30.3.2. Strip and refinish floors

## **31. Showers**

### **31.1. Daily**

31.1.1. Remove all pieces of soap and other foreign matter

31.1.2. Wipe down walls using a cleaner disinfectant and rinse with clear water

31.1.3. Scrub floors and duck boards using a cleaner disinfectant and rinse with clear water

31.1.4. Report any blockages or leaks

### **31.2. Weekly**

31.2.1. Wash walls and shower curtains using a soap less detergent containing “sequestering agents” to remove soap scum and rinse with clear water

31.2.2. Scrub floors using a soap less detergent containing “sequestering agents” to remove soap scum and rinse with clear water

31.2.3. Polish handles, shower heads and other fixtures

## **32. Snow Removal**

### **32.1. General**

32.1.1. From November to March, the Contractor is expected to increase their staff to a minimum of one (1) person for the purpose of snow and ice control. The cost of this service should be included in the total price of the contract.

32.1.2. Where snow clearing/removal is not completed by 07:00 hours daily and a hazardous condition exists, the ASPM Building Manager reserves the right

## THE SUPPLY OF CLEANING SERVICES

to have the snow cleared/removed by others and all costs involved will be deducted from the Contractor's monthly payment

32.1.3. The Contractor shall maintain at site, in good working order, two (2) snow blowers with an effective width of at least 27 inches with an engine of at least 10hp

### **32.2. Seven (7) Days a Week**

32.2.1. Clear snow, slush, ice and accumulated sand or gravel from entrances, overhead doors, fire exits, steps, sidewalks and laneways on an as required basis. Clear a path from the door to open space where adjacent sidewalks do not exist

32.2.2. Spread calcium chloride, "ice melter" or equivalent, which will not harm concrete or vegetation

## **33. Grounds**

### **33.1. Daily**

33.1.1. Pick up all debris on facility grounds including lawns, flower beds, paved areas, unpaved areas, sidewalks, drains and ditches

## **34. Computer Rooms**

### **34.1. General**

34.1.1. This area includes the computer room, terminal room, print room (Rooms #123, #124 & #125) and the north building second floor control room

34.1.2. The floor tiles are not to be sealed, waxed or have a floor finish applied to it

34.1.3. The vacuum cleaner used will be a canister type equipped with a three prong grounded plug. All nozzle attachments will be non-metallic.

34.1.4. The floor areas are not to be swept. Clean only with a damp mop, never dry or wet. The mops are to be clean utilizing clean water during every operation

### **34.2. Daily**

34.2.1. Remove refuse and wastepaper

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### **34.3. Weekly**

34.3.1. Vacuum rooms #123, #125 and the north building control room

34.3.2. Damp mop rooms #123, #125 and the north building control room

### **34.4. Monthly**

34.4.1. Vacuum room #124

34.4.2. Damp mop room #124

34.4.3. Dust desks, tables, equipment, books and shelving in rooms #123, #124 & #125. All dust cloths to be of the lint free anti-static type

### **34.5. Semi-Annually**

34.5.1. Lift the floor tiles and vacuum the sub-floor in rooms #123, #124 & #125

34.5.2. Wash interior and exterior of light fixtures

34.5.3. Clean room air diffusers

***TECHNICAL CLEANING SPECIFICATIONS***

**SCHEDULE OF CLEANING OPERATIONS**

<b>CLEANING OPERATIONS SCHEDULE (Appendix D)</b>		
<b>Section</b>	<b>Description</b>	<b>Operation Schedule</b>
1.4.1	Exterior Marble, Granite, etc	May & November
1.4.2	Roof Areas & Drains - Remove Litter	May & November
4.2.4	Floors - Office Areas - Wet/Dry Scrub & Refinish	September, December, March & June
4.2.5	Floors - Office Areas - Strip & Refinish	May
4.3.3	Floors - Corridors & Elevator Lobbies - Wet/Dry Scrub & Refinish	September, December, March & June
4.3.4	Floors - Corridors & Elevator Lobbies - Strip & Refinish	May & November
4.4.4	Floors - Laboratories (Resilient) - Wet/Dry Scrub & Refinish	September, December, March & June
4.4.5	Floors - Laboratories (Resilient) - Strip & Finish	May
4.5.4	Floors – Maintenance Shop Offices & Lunchroom (Resilient) - Wet/Dry Scrub & Refinish	September, December, March & June
4.5.5	Floors - Maintenance Shop Offices & Lunchroom (Resilient) - Strip & Finish	May
5.2.3	Floors - Hardwood - Clean & Wax	May
6.3.2	Floors - Concrete - Wash	May
6.4.2	Floors - Concrete - Sweep with Absorbent Compound	March & September
7.2.4	Floors - Carpet - Office Areas - Steam Clean	May
9.4.1	Ledges, Tops of Partitions, Pipes, etc - Dust or Vacuum	January, March, August & November
9.4.2	Air Intake Grills, Air Diffusers, etc - Clean	January, March, August & November
9.4.3	Open Radiators - Wash	January, March, August & November
9.4.4	Exposed Radiator & Convector Covers - Clean	January, March, August & November
9.5.1	Exposed Air Ducts - Wash	July & December
10.5.1	Entrances & Lobbies - Strip & Refinish Floors	March & October

<b>CLEANING OPERATIONS SCHEDULE (Appendix D)</b>		
<b>Section</b>	<b>Description</b>	<b>Operation Schedule</b>
11.3.1	Stairs & Landings - Strip & Refinish	March & October
12.2.1	Elevator Floors - Wet/Dry - Scrub & Refinish	December, February & May
12.3.1	Elevator Floors - Strip & Refinish	October
13.5.1	Washroom Ceilings - Wash	October
13.6.1	Washroom Floors - Strip & Refinish	April & October
14.1.1	Venetian Blinds (Office) - Dust	January, March, May, July, September & November
14.1.2	Venetian Blinds (Pattern Shop) - Dust	January, May & September
17.5.1	Bookcase glass - Clean/Polish	January, April, July & October
17.6.1 to .3	Furniture - Upholstered, Leather, Vinyl - Clean Vacuum Screens & Dust Ledges	January & July
19.4.1	Wastepaper Baskets - Wash & Disinfect	January & July
20.3.1	Door Grills - Wash	February & August
21.1.1 to .4	Emergency Fire Equipment	January, March, May, July, September & November
22.3.1	Perimeter Walls - Tanks - Vacuum	April & October
23.3.1	Contractor Room, Walls, etc - Wash	January, April, July & October
25.1.1 to .2	Lighting Fixtures - Wash	June
26.4.1 to .2	Kitchen - Strip & Refinish - Clean Cupboards	January, April, July & October
27.4.1 to .2	Lounge/Lunchroom - Strip & Refinish - Steam Clean	December & May
28.3.1	Whiteboards - Wash & Retreat	January & July
30.3.1	Exterior of Lockers - Wash	June & December
30.3.2	Locker Room Floors Resilient - Strip & Refinish	June & December
34.5.1	E.D.P Areas - Tiles & Underlay - Lift & Vacuum	March & December
34.5.2	E.D.P Areas - Light Fixtures - Wash	March & December
34.5.3	E.D.P Areas - Air Diffusers - Clean	March & December

***GLOSSARY OF TERMS***

**THE SUPPLY OF CLEANING SERVICES**



<b>GLOSSERY of TERMS (Appendix E)</b>			
Category	Type	Operation	Detailed Information
Buildings	All	n/a	The permanent structures located on #1 Arctic Ave.
Director	All	n/a	The General Manager and includes a person designated by him to perform on his behalf any function under the contract.
Customer	All	n/a	National Research Council of Canada (OCRE)
End User	All	n/a	The NRC person or employee receiving the services provided by the Proponent
NRC	All	n/a	National Research Council Canada, or the specific institutes or branches referred to in the context of the document
Operating Hours	All	n/a	This refers to NRC's regular business hours from 8:00 a.m. to 4:00 p.m. Monday to Friday excluding Statutory Holidays, Easter Monday, Remembrance Day and the NRC December Shutdown, usually the period from noon, December 24 to January 2 of each year.
Proponent	All	n/a	An organization submitting a proposal to this RFP
Supervisor	All	n/a	The employee of the contractor who is designated by the contractor as being in full charge of the site operations of the contractor for the purpose of the contract.
Work	All	n/a	Includes the whole of the works, materials, matters and things required to be done, furnished and performed by the contractor under the contract.

<b>GLOSSERY of TERMS (Appendix E)</b>			
Category	Type	Operation	Detailed Information
Flooring	All	Sweeping	Consists of removing loose, dry surface soil. Where surface is not subject to damage by solvents, use a solvent based, treated sweeping compound, dust cloth or dust mop. Where surface is subject to damage by solvents, use a wax based, treated sweeping compound, dust cloth or dust mop. Dust cloths and dust mops are to be treated the day before they are to be used to ensure no streaks are left on the floor.
Flooring	Most	Spray Buffing	Consists of spraying (Spray Clean) buff on a swept floor, approximately 45.72 centimeters ahead of the floor machine. Care must be taken that no solution splashes against furniture, doors and baseboards. While the machine operates, the spray buffing pad abrades black marks and irregularities. When the working face of the pad becomes loaded, turn the pad over or replace with a clean pad. Spray buffing is continued until all traffic marks are removed and shine restored. Floor shall be swept after spray buffing has been completed.
Flooring	Most	Wet or Dry Scrub	Consists of removing the top layer or layers of floor finish using either the wet (use minimum amount of water) or dry scrub method of the application of two (2) coats of a self-polishing, non-slip, metal interlocked floor finish to the dry, clean floor. Complete operation by cleaning baseboards.

<b>GLOSSERY of TERMS</b> <b>(Appendix E)</b>			
Category	Type	Operation	Detailed Information
Flooring	Most	Wash	<p>Consists of applying a neutral detergent solution to the floor, agitating it with a mop, removing the solution, rinsing the floor and picking up the rinse water.</p> <p>Note:</p> <ol style="list-style-type: none"> <li>1) Floor sealer to be applied up to the baseboards</li> <li>2) Floor finishes to be applied up to 30.48 cm from the baseboards except for the last coat which will be applied right up to the baseboards.</li> <li>3) Each coat of finish to be laid in the opposite direction from the previous coat.</li> <li>4) Baseboards to be cleaned after each scheduled operation to remove streaks and splashes.</li> <li>5) When using either the wet scrub or wet strip method, use a minimum amount of solution.</li> <li>6) When using the dry scrub or dry strip method, damp mop the floor before applying sealer or finish.</li> <li>7) When using the wet scrub or wet strip method, rinse the floor twice before applying sealer or finish.</li> </ol>
Resilient	Offices & Washrooms	Strip & Refinish	<p>Consists of moving furniture, sweeping floor, stripping using either the wet or dry method to remove all layers of finish. Applying a minimum of one (1) coat of a water base sealer and three (3) coats of a self-polishing, non-slip, metal interlocked floor finish. Complete operation by cleaning baseboards.</p>

<b>GLOSSERY of TERMS (Appendix E)</b>			
<b>Category</b>	<b>Type</b>	<b>Operation</b>	<b>Detailed Information</b>
Resilient	Corridors, Entrances & Lobbies	Strip & Refinish	Same as for offices EXCEPT that four (4) coats of a self-polishing, non-slip, metal interlocked floor finish will be applied.
Resilient	Corridors, Entrances & Lobbies	Polish & Buff	Consists of covering the full floor area with a machine or brush or pad to restore surface shine.
Resilient	All	Damp Mop	Consists of applying a clean mop, well wrung out in clean water, to remove surface dirt and spillage.
Terrazzo, Vitreous, Quarry Tile, Marble & Unpainted Concrete	Entrances & Lobbies	Strip & Refinish	Same as for Resilient Floors.
Terrazzo, Vitreous, Quarry Tile, Marble & Unpainted Concrete	Most	Machine Scrub	Consists of applying a neutral detergent solution to the floor, agitating it with a mop, removing the solution, rinsing the floor and picking up the rinse water.
Terrazzo, Vitreous, Quarry Tile, Marble & Unpainted Concrete	Washrooms	Machine Scrub	As above except rinse with a germicidal solution.
Terrazzo, Vitreous, Quarry Tile, Marble & Unpainted Concrete	Washrooms	Wash	Consists of applying a neutral detergent solution to the floor, agitating it with a mop, removing the solution, rinsing with a germicidal solution and picking up the rinse water.

<b>GLOSSERY of TERMS (Appendix E)</b>			
Category	Type	Operation	Detailed Information
Terrazzo, Vitreous, Quarry Tile, Marble & Unpainted Concrete	Washrooms	Strip & Refinish	Consists of sweeping floor, stripping using either the wet or dry strip method to remove all layers of finish. Applying a minimum of one (1) coat of a water-based sealer and two (2) coats of a self-polishing, non-slip, metal interlocked floor finish.
Washrooms	All	Patrol Cleaning	Consists of picking up litter, wiping hand basins including wall surrounds and shelves above, polishing mirrors, wiping up spillage and replenishing empty dispensers. This work is in addition to the regular servicing.
Rugs & Carpeting	All	Vacuum	Consists of removing dust, dirt and litter using an upright or canister type vacuum cleaner, capable of having a crevice tool attached, to clean in corners and along baseboards
Rugs & Carpeting	All	Stain Remover	Consists of identifying the type of stain by look, feel or odor and the removal using the appropriate remover in accordance with instructions in commercially available spot remover kits.
Walk Away Mats	All	Vacuum	Consists of removing sand, slush or water using a wet and dry industrial type vacuum cleaner, equipped with the appropriate floor tools.
Walk Away Mats	All	Salt Stain Removal	Consists of vacuuming, flooding salt stain with water and allowing to stand for 10 minutes, vacuuming up water and repeating operation as many times as necessary until stain is removed.

<b>GLOSSERY of TERMS (Appendix E)</b>			
<b>Category</b>	<b>Type</b>	<b>Operation</b>	<b>Detailed Information</b>
Walk Away Mats	All	Shampoo	Consists of vacuuming a stain removal and shampooing using either a machine agitated dry foam or jet extractor methods. Hose washing may only be used if specified by the manufacturer and in accordance with their instructions.
Walls	All	Dust	Consists of removing loose dirt, dust and cobwebs using an untreated dust mop or vacuum cleaner with appropriate attachments.
Walls	All	Spot Clean	Consists of removing fingermarks, smudges, stains and graffiti using a moistened cloth followed by a dry cloth.
Ceilings	Soft Acoustic Tile	Vacuum	Consists of removing loose dirt, dust and cobwebs using a vacuum cleaner with appropriate attachments.
Vinyl & Leatherette Upholstery	All	Clean & Polish	Consists of removing soil marks and stains using an approved cleaner.
Air Grills & Air Diffusers	All	Vacuum	Consists of removing dust and dirt using a vacuum cleaner equipped with a wand and brush attachment or wipe with a damp sponge and dry with a clean cloth.
Air Grills & Air Diffusers	All	Wash	Consists of applying a detergent solution with a cloth to remove dust and dirt and drying with a clean cloth.
Kitchen & Staff Lounge	All	Patrol Clean	Consists of cleaning up spillage, clearing off rubbish from all furniture, tables, chairs, sinks, etc., damp wiping of sinks, counters and fixtures, emptying and cleaning of ash trays, picking up debris from floor, emptying garbage cans and waste receptacles.

*PRICING MATRIX*

**THE SUPPLY OF CLEANING SERVICES**

**1. Period of Contract and Option to Extend Contract**

The Contract award date will be in effect starting April 1, 2014 to March 31, 2016 with NRC retaining an irrevocable option to extend the contract for a period of two (2) additional years (2016 -2018) consecutive 12 month periods in accordance with all terms and conditions detailed.

NRC is not obliged to exercise any of the option years. The exercise of any option year will be at NRC's sole discretion by providing notification in writing to the Contractor at least 30 days prior to the Contract expiry date or the expiry date of an exercised option year.

**2. Costs**

**2.1. Pricing**

- 2.1.1 Provide a cost breakdown on a year to year basis. The prices must be all inclusive of labor, salary burden and employee benefits, materials, equipment and tools, transportation and fuel, insurance, applicable taxes, fees and permits, mark-ups and profits.
- 2.1.2 The HST shall be shown as a separate line item, if applicable.





**APPENDIX 'B'**

<b>ID</b>	<b>2035</b>
<b>Title</b>	<b>General Conditions - Services</b>
<b>Date</b>	<b>2011-05-16</b>
<b>Status</b>	<b>Active</b>

- 01 Interpretation
- 02 Powers of Canada
- 03 Status of the Contractor
- 04 Conduct of the Work
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- 10 Inspection and Acceptance of the Work
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- 14 Transportation Carriers' Liability
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- 25 Amendment and Waivers
- 26 Assignment
- 27 Suspension of the Work
- 28 Default by the Contractor
- 29 Termination for Convenience
- 30 Accounts and Audit
- 31 Right of Set-off
- 32 Notice
- 33 Conflict of Interest and Values and Ethics Codes for the Public Service
- 34 No Bribe or Conflict
- 35 Survival
- 36 Severability
- 37 Successors and Assigns
- 38 Contingency Fees
- 39 International Sanctions
- 40 Harassment in the Workplace
- 41 Entire Agreement



### **2035 01 (2008-05-12) Interpretation**

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions incorporated in full text to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the National Research Council of Canada and any other person duly authorized to act on behalf of the National Research Council Canada.

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

### **2035 02 (2008-05-12) Powers of Canada**

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

### **2035 03 (2008-05-12) Status of the Contractor**

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.



**2035 04 (2008-05-12) Conduct of the Work**

1. The Contractor represents and warrants that:
  - (a) it is competent to perform the Work;
  - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
  - (a) perform the Work diligently and efficiently;
  - (b) except for Government Property, supply everything necessary to perform the Work;
  - (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - (d) select and employ a sufficient number of qualified people;
  - (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
  - (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has been conducting himself/herself improperly.
4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 27, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.



8. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

**2035 05 (2010-01-11) Subcontracts**

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
  - (a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
  - (b) subcontract any portion of the Work as is customary in the carrying out of similar contracts; and;
  - (c) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).
3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract.
4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

**2035 06 (2008-05-12) Specifications**

1. Specifications provided by Canada or on behalf of Canada to the Contractor in connection with the Contract belong to Canada and must be used by the Contractor only for the purpose of performing the Work.
2. If the Contract provides that Specifications furnished by the Contractor must be approved by Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

**2035 07 (2008-05-12) Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The



replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### **2035 08 (2008-05-12) Time of the Essence**

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

#### **2035 09 (2008-05-12) Excusable Delay**

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that
  - (a) is beyond the reasonable control of the Contractor,
  - (b) could not reasonably have been foreseen,
  - (c) could not reasonably have been prevented by means reasonably available to the Contractor, and
  - (d) occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority 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.



4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, 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.

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.

#### **2035 10 (2008-05-12) Inspection and Acceptance of the Work**

1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
2. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
3. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three (3) years after the end of the Contract.

#### **2035 11 (2008-05-12) Invoice Submission**

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.
2. Invoices must show:
  - (a) the date, the name and address of the client, item or reference numbers, deliverable and/or description of the Work, contract number, GST/HST number;



- (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
  - (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.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

#### **2035 12 (2010-08-16) Taxes**

##### **1. Municipal Taxes**

Municipal Taxes do not apply.

##### **2. Provincial Taxes**

- (a) Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
  - (i) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:  
Prince Edward Island OP-10000-250  
Manitoba 390-516-0
  - (ii) for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
- (b) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
- (c) Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
- (d) The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.



3. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor 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 on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

4. GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

5. 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.

**2035 13 (2010-01-11) Transportation Costs**

If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

**2035 14 (2010-01-11) Transportation Carriers' Liability**

The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

**2035 15 (2008-05-12) Payment Period**

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 16.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the





Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

**2035 16 (2008-12-12) Interest on Overdue Accounts**

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"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;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

**2035 17 (2008-05-12) Compliance with Applicable Laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

**2035 18 (2008-05-12) Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the



Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### **2035 19 (2008-05-12) Copyright**

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

#### **2035 20 (2008-05-12) Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada under section 20. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### **2035 21 (2008-05-12) Confidentiality**

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this



information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.

3. Subject to the *Access to Information Act*, R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
4. The obligations of the Parties set out in this section do not apply to any information if the information:
  - (a) is publicly available from a source other than the other Party; or
  - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
  - (c) is developed by a Party without use of the information of the other Party.
5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under National Research Council Canada (NRC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
8. The Contractor consents in the case of a contract that has a value in excess of \$10,000.00 to the public disclosure of information – other than information described in any of paragraphs 20(1)a) to (d) of the Access to Information Act – relating to the contract.

#### **2035 22 (2008-05-12) Government Property**

1. All Government Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.



2. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
3. All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that are Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.
4. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

#### **2035 23 (2008-05-12) Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### **2035 24 (2008-05-12) Intellectual Property Infringement and Royalties**

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or



- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement. "Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

#### **2035 25 (2008-05-12) Amendment and Waivers**

1. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
2. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with subsection 1.
3. A waiver will only be valid, binding or affect the rights of the Parties if 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.
4. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

#### **2035 26 (2008-05-12) Assignment**



1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

**2035 27 (2008-05-12) Suspension of the Work**

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to one hundred eighty (180) days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these one hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 28 or section 29.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

**2035 28 (2008-05-12) Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the dissolution, liquidation or winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the



Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to 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.

The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.

5. Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.
6. If the Contract is terminated for default under subsection 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 1 of section 29.

#### **2035 29 (2008-05-12) Termination for Convenience**

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
  - (a) on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - (b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and



- (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

**2035 30 (2008-05-12) Accounts and Audit**

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.
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.
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.
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.

**2035 31 (2008-05-12) Right of Set-off**

Without restricting any right of set-off given by law, Canada 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.





**2035 32 (2008-05-12) Notice**

Any notice under the Contract must be in writing and may be delivered by and, 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 Contracting Authority.

**2035 33 (2008-05-12) 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, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

**2035 34 (2008-05-12) No Bribe or Conflict**

1. 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 entry into the Contract or the administration of the Contract.
2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

**2035 35 (2008-05-12) Survival**

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as 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.

**2035 36 (2008-05-12) 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.

**2035 37 (2008-05-12) Successors and Assigns**

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

**2035 38 (2008-12-12) 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).

**2035 39 (2010-01-11) International Sanctions**

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.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
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 the convenience of Canada in accordance with section 29.

**2035 40 (2008-05-12) Harassment in the Workplace**

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

**2035 41 (2008-05-12) Entire Agreement**



The Contract constitutes the entire and only agreement between the Parties 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 binding on the Parties other than those contained in the Contract.

## APPENDIX "C"

### STANDARD INSTRUCTIONS AND CONDITIONS: (APPLICABLE TO BID SOLICITATION)

#### 1. Submission of Bids

1.1 It is the Bidder's responsibility to:

- (a) return a signed original of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
- (b) direct its bid ONLY to the Bid Receiving address specified;
- (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

**Timely and correct delivery of bids to the specified bid delivery address is the sole responsibility of the Bidder. The National Research Council Canada (NRC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.**

1.2 Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. NRC may enter into contract without negotiation.

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

1.4 Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by NRC in such bid solicitation.

1.5 While NRC may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.

1.6 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.

1.7 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.

1.8 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion: either continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or cancel the solicitation; or cancel and reissue the solicitation.

## **2. Late Bids**

2.1 It is NRC policy to return, unopened, bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

## **3. Delayed Bids**

3.1 A bid delivered to the specified Bid Receiving area after the closing date and time but before the contract award date may be considered, provided the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). The only pieces of evidence relating to a delay in the CPC system that are acceptable to NRC are:

- (a) CPC cancellation date stamp;
- (b) a CPC Priority Courier Bill of Lading; and
- (c) a CPC Xpresspost Label,

that clearly indicate that the bid was mailed prior to the bid closing date.

Example: If the bid closing date was May 15, 1995, then the CPC cancellation date stamp should read no later than May 14, 1995, to be accepted.

3.2 Please request the postal employee to date-stamp your envelope.

3.3 For bids transmitted by facsimile or commercial telegram, only the date and the time of receipt recorded by NRC at the Bid Receiving number stated in the bid solicitation will be accepted as evidence of a delayed bid.

3.4 Misrouting, traffic volume, weather disturbances, or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by NRC.

## **4. Postage Meters**

4.1 Postage meter imprints, whether imprinted by the Supplier, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing. It should be noted that CPC does not normally apply a cancellation date stamp to metered mail; this is usually done only when postage stamps are used.

## **5. Responses Transmitted by Facsimile or Commercial Telegram**

5.1 If you are in doubt that your bid will be delivered on time at the specific location designated for the receipt of the bid, you may use a facsimile or a commercial telegram, unless otherwise instructed in the bid solicitation.

Due to the volume of technical material required for some bids, certain bid solicitations may specify that submissions by facsimile or commercial telegram are not acceptable (e.g. science solicitations).

5.2 Unless otherwise instructed in the bid solicitation, the only acceptable number for responses to bid solicitations issued by NRC headquarters sectors is facsimile number (613) 991-3297.

5.3 If the bidder chooses to submit a facsimile or commercial telegram bid, NRC will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to the following:

- (a) receipt of garbled or incomplete bid;
- (b) availability or condition of the receiving facsimile equipment;
- (c) incompatibility between the sending and receiving equipment;
- (d) delay in transmission or receipt of the bid;
- (e) failure of the Bidder to properly identify the bid;
- (f) illegibility of the bid; or
- (g) security of bid data.

5.4 Bids submitted by facsimile or commercial telegram will constitute your formal bid and must contain:

- (a) the bid reference number;
- (b) the closing date and time;
- (c) sufficient data to allow evaluation, such as unit prices, country of currency in the event that the bid is submitted in a foreign currency, sales tax, duty, technical data (where applicable) and any deviation(s) from the bid solicitation document.

5.5 For responses transmitted by facsimile or commercial telegram, written confirmation is required within two (2) working days after bid closing, unless otherwise specified in this solicitation. All documents confirming bids should bear the word "CONFIRMATION".

5.6 NRC does not undertake to protect the confidentiality of the transmission of any document sent by facsimile. Vendors concerned with the confidentiality of their documents are advised to submit their proposals in sealed envelopes.

## **6. Customs Clearance**

6.1 It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the scheduled bid closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted under the Late Bids Policy.

For further information, please contact the Contracting Authority identified in the bid solicitation.

bid instructions\_rfp.doc

# APPENDIX 'D'



Government of Canada / Gouvernement du Canada

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Security Classification / Classification de sécurité UNCLASS

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

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>National Research Council</b>	2. Branch or Directorate / Direction générale ou Direction <b>ASPM - St John's</b>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail To provide all labor, tools, equipment, supplies and other accessories to perform interior and exterior cleaning, including snow removal from entrance/ exit doors during the winter months.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B: PERSONNEL (SUPPLIER) / PARTIE B: PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C: SAFEGUARDS (SUPPLIER) / PARTIE C: MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MÉDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui





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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées) Rod Griffiths		Title - Titre Manager - Building/Maintenance Services	Signature <i>Rod Griffiths</i>
Telephone No. - N° de téléphone 709-772-7987	Facsimile No. - N° de télécopieur 709-772-2462	E-mail address - Adresse courriel Rod.Griffiths@nrc-cnrc.gc.ca	Date January 23, 2014

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées) Charlotte Carrier		Title - Titre CG & Contract Sec Coor	Signature <i>Charlotte Carrier</i>
Telephone No. - N° de téléphone 613 993-8956	Facsimile No. - N° de télécopieur 613 990-0946	E-mail address - Adresse courriel Charlotte.CARRIER@NRC.gc.ca	Date 24 Jan 2014

15 Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non  Yes / Oui

**16 Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date