



**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>Building Cleaning Services – Halifax, NS</b>	
<b>Solicitation No./N. de l'invitation</b> <b>15-22197</b>	<b>Date</b> <b>18 April 2016</b>
<b>Solicitation Closes/L'invitation prend fin</b> <b>at/à 14 :00</b> <b>on/le May 31 2016</b>	<b>Time Zone/Fuseau Horaire</b> <b>EST</b>
<b>Address Enquiries To/Adresser demandes de renseignements à :</b> <b>Alain Leroux</b> <b>Telephone No./N. de téléphone : (613)991-9980</b> <b>Facsimile No./N. de télécopieur : (613) 998-5701</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>

## **JANITORIAL SERVICES – HALIFAX, NS**

1.0

- 1.1 To provide janitorial services for the National Research Council, 1141 Oxford Street, Halifax, NS in accordance with the Cleaning Contract Specifications attached as Appendix "A" and the Building Cleaning Floor Plans attached as Appendix "B".

2.0

### **PERIOD OF CONTRACT AND OPTION TO EXTEND CONTRACT**

- 2.1 This Contract is valid for a period of one year from contract award to June 17, 2017 with an option to extend the Contract for an additional four one-year periods.

3.0

### **CONTRACT FINANCIAL SECURITY**

- 3.1 Upon acceptance of tender, the bidder shall be required to provide contract financial security within 7 calendar days of contract award in accordance with Appendix "D" attached.

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.

Alain Leroux  
Contracting Authority, Procurement Services  
National Research Council Canada  
1200 Montreal Road, Bldg. M-22  
Ottawa, Ontario K1A 0R6 Telephone: (613) 991-9980  
Facsimile: (613) 998-5701  
Email: [alain.leroux@nrc-cnrc.gc.ca](mailto:alain.leroux@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, May 31, 2016 to the following **Contracting Authority**:

Alain Leroux  
Contracting Authority, Procurement Services  
National Research Council Canada  
1200 Montreal Road, Bldg. M-22  
Ottawa, Ontario K1A 0R6 Telephone: (613) 991-9980

### **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 "G".
- 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**

- 1.1 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 bidder must respond to each section and subsection within these Mandatory Requirements. Should the bidder 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 bidder 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 bidder 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. Description of the bidder - identifying its operational capabilities, methods and procedures to be utilized.
2. Evidence of Insurance (Appendix F).
3. Pricing Matrix (Appendix D)

## 7.0 **MANDATORY BIDDERS MEETING**

7.1 NRC has scheduled a Mandatory Bidders Meeting to visit the site, examine the scope of work required and the existing conditions.

7.2 An information session and site visit is scheduled for April 26 2016 and April 28 2016 commencing at 10:00 a.m. at the National Research Council, 1411 Oxford Street, Halifax, Nova Scotia. Bidders who, for any reason, cannot attend at the specified dates and time will not be given an alternative appointment to view the site and their bids, therefore, will be rejected as non-compliant. **NO EXCEPTIONS WILL BE MADE**

**Bidders should advise the Contracting Authority of their intention to attend one week in advance of this meeting and the number of attendees planned.**

7.3 As proof of attendance, at the site visit, the Project Authority will have an attendance form which **MUST** be signed by the bidder's representative. It is the responsibility of all bidders to ensure they have signed the Mandatory Site Visit Attendance form prior to leaving the site. Proposals submitted by bidders who have not attended the site visit or failed to sign the Attendance Form will be rejected as non-compliant.

## 8.0 **COST PROPOSAL**

8.1 The cost proposal must be a fixed price quotation, FOB Destination, GST/HST extra and submitted on the CD given to proponents at site visit". The fixed price must include all the materials and services required to fulfil all aspects of the Statement of Requirement. Bidders should identify the currency on which the cost proposal is based.

8.2 **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.

8.3 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.

## 9.0 **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 2010B (copy attached as Appendix "E") and any other special conditions that may apply.

#### 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 **SECURITY LEVEL**

12.1 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.

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

#### 13.0 **LICENSING**

13.1 The Contractor must obtain and maintain all permits, licences and certificates of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The Contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor shall provide a copy of any such permit, licence or certificate to Canada.

#### 14.0 **SITE REGULATIONS**

14.1 The Contractor undertakes and agrees to comply with all standing orders or other 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 fire.

**15.0 SAFETY REGULATIONS AND LABOUR CODES**

- 15.1 The Contractor must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the work is to be performed.

**16.0 WORKERS' COMPENSATION**

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

**17.0 COMMERCIAL GENERAL LIABILITY**

- 17.1 Commercial General Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of this /any resulting contract, in an amount usual for a contract of this nature but, in any case, for a limit of liability NOT LESS than \$2,000,000.00 per accident or occurrence.

**ADDITIONAL CONTRACT CLAUSES**

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

**18.0 T4-A SUPPLEMENTARY SLIPS**

- 18.1 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.

**19.0 GOVERNMENT SMOKING POLICY**

- 19.1 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

**20.0 ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT**

- 20.1 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.
- 20.2 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.

## 21.0 GENERAL CONDITIONS

21.1 The General Conditions 2010C entitled "General Conditions – Medium Complexity" and attached as Appendix "E" form part of this Contract.

## 22.0 METHOD OF PAYMENT

22.1 Payment by NRC for the Work shall be made within:

- (a) thirty (30) days following the date on which all of the Work has been delivered at the location(s) specified in the Contract and all other Work required to be performed by the Contractor under the terms of the Contract has been completed; or
- (b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract;

whichever is later.

22.2 If NRC has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, NRC shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as NRC requires. Failure by NRC to act within fifteen (15) days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

## 23.0 TAX WITHHOLDING OF 15 PERCENT

23.1 When a "non-resident" Contractor physically performs in Canada, the Parties hereto recognize that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident contractor as defined in the said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

## 24.0 ADDITIONAL WORK

24.1 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.

## 25.0 INTERNATIONAL SANCTIONS

25.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. Details on existing sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>.

25.2 It is a condition of this Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.

25.3 By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of

sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

26.0 **NON-PERMANENT RESIDENT (FOREIGN COMPANY)**

26.1 The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

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

27.1 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.

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

28.1 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.

29.0 **ATTACHMENTS**

- Appendix "A" – Specification, Operations and Frequencies
- Appendix "B" – Floor Plans
- Appendix "C" - Pricing Matrix
- Appendix "D" – Contract Security Requirements
- Appendix "E" - NRC General Conditions
- Appendix "F" – Insurance Form
- Appendix "G" – Standard Instructions and Conditions (Applicable to Bid Solicitation)  
dated 2007/06/1
- Appendix "H" – Security Requirement Check list form

## CLEANING CONTRACT SPECIFICATIONS

### 1 Definitions

NRC – National Research Council of Canada  
ASPM – Administrative Support and Project Management  
Project Authority – Regional Site Operations Manager or their delegate.

### 2 Scope of Work

2.1 This contract shall cover the cleaning of the National Research Council of Canada building at 1411 Oxford St. Halifax, Canada.

### 3 Exclusions

3.1 This contract does not include maintenance of the grounds, parking areas or roadways other than litter clean-up as per the cleaning schedule. It does not include the washing the exterior part of exterior walls or windows other than entrance doors.

### 4 Building Areas

The areas to be cleaned are shown in the attached drawings and areas are detailed in the spreadsheet attached.

### 5 Areas to be Cleaned

- 5.1 All exposed surfaces of the interior of the buildings, including walls, floors, floor coverings (including rugs and mats), drapes, light fixtures, stairways and railings, plumbing and mechanical fixtures, interior windows, transoms and door frames, desks and office furniture.
- 5.2 Clean all building areas as outlined in this specification to the levels specified.
- 5.3 See floor plans and room area spreadsheet attached as a supplement to this specification. Areas on plans which are crossed out are not to be cleaned.

### 6 Cleaning Equipment, Materials and Responsibilities

- 6.1 All equipment required for this work such as cube trucks, carts, mopping tanks, scrubbing machines, polishing machines, vacuum cleaners, brooms, mops (wet and dry), ladders, dusting clothes, pails, scrubbing brushes, scrapers, soaps, scouring materials, detergents, deodorants, disinfectants, polishing materials, waxes, signs, carpet cleaners, applicators, etc., shall be supplied by the Contractor.
- 6.2 Cleaning equipment shall be in good operating condition at all times.
- 6.3 All floor machines shall be equipped with a minimum 20 meters of electrical cord (red or yellow) of adequate size and gauge to permit machine operation over extended periods. Extension cords will not be acceptable.

## **CLEANING CONTRACT SPECIFICATIONS**

- 6.4 Premium quality, environmentally friendly (Ecologo or Green Seal) and unscented products waxes and polishes shall be used in all cases.
- 6.5 Wherever possible and practical autoscrubbers will be used in place of mops.
- 6.6 Cleaning contractor will supply paper towelling, toilet paper and hand soap for the lavatories kitchen area, and 4 break/common areas. NRC will supply and install paper towelling and hand soap in lab areas and shops where dispensers exist.

### **7 Janitor's Closets**

- 7.1 There are several janitors' closets in the building of various sizes and uses and a general cleaner's area. The custodial staff shall be responsible for keeping the rooms clean and neat at all times with materials and supplies stored in a safe and secure manner. Ensure materials and equipment do not cause disagreeable odors. Keys will be issued for doors with locks.

### **8 Hours of Work**

- 8.1 Regular work hours for office and laboratory personnel of National Research Council are 08:00 to 17:00 hours Monday to Friday, inclusive, except statutory holidays. There must be at least one cleaner available on site between the hours of 7:30 am and 4:30 pm. Staggering of work shifts is permitted in order to cover these periods.
- 8.2 The building is supervised from overnight (4pm to 8am) by the Corps of Commissionaires.
- 8.3 The general cleaning of offices and labs shall be performed during regular NRC working hours.
- 8.4 The cleaning of washrooms, corridors, equipment rooms and certain public areas can be completed during regular NRC working hours. For safety and security reasons certain offices and all laboratories must be cleaned by prior arrangement during regular office hours.
- 8.5 At all times other than normal Contractor or NRC working hours, special permission is required for access to the building site.
- 8.6 Obtain permission from the ASPM Project Authority to perform the specific tasks before scheduling any work outside normal working hours.
- 8.7 All persons employed by the contractor, or by any subcontractor, and working on the site will be required to sign in at the reception desk each day upon arrival at work and when leaving after the work period.
- 8.8 The successful contractor will be responsible for scheduling shifts. It is the intention of this contract that certain members of this contractor's staff are present and available at least one hour per day for consultation with the NRC staff and to assist in special clean-up duties.
- 8.9 Cleaning staff are not permitted to have guests or to escort visitors.

### **9 Staff**

- 9.1 The contractor's site staff shall consist of bondable persons, one of which shall be designated as the Lead Custodian. This person will be provided a radio by NRC for communication between NRC staff and cleaning staff.

## CLEANING CONTRACT SPECIFICATIONS

- 9.2 The contractor shall employ a multi-site supervisor or manager to visit the building at least once per week to supervise the custodians and direct their work. The supervisor shall be responsible for ensuring that the quality of work and standards of performance are maintained. The supervisor shall plan and direct the work of the custodians on a weekly basis to ensure that all contracted tasks are performed on a timely basis.
- 9.3 Where possible, the contractor shall provide the same personnel on an ongoing basis in order to allow them to become familiar with building and provide more efficient service.
- 9.4 The entire contractor's site staff shall be on site during the designated working hours as agreed under Hours of Work.

### 10 Security

- 10.1 Refer to bid package for detailed security requirements and copies of the required corporate and personnel security clearance forms.
- 10.2 In order to comply with security and safety regulations all employees must be able to speak, read and understand the English language.
- 10.3 All entrances are under security card and video supervision. Doors must never be wedged open and contractor staff must never allow any person entrance into the building under any circumstances.
- 10.4 The Contractor must provide a list of all persons and/or sub-contractors to be employed to execute work to be provided under this service contract with personal data for security screening purposes. Such security will include finger printing (when required) and will be security cleared to "Reliability Status".
- 10.5 Only the employees who are security cleared will be permitted to work on the NRC premises. They will be photographed and get their identification card only when security cleared. At this time basic clearance requires 5 business day to complete once all paperwork is received.
- 10.6 All cleared cleaning personnel will be issued a lanyard, access card and security card which they must wear in a visible manner at all times while in the building.
- 10.7 The Contractor must provide to the ASPM Project Authority on a quarterly basis, updated and accurate lists of its employees requiring access to the building. In the event the Contractor fails to comply with this subsection, the ASPM Project Authority may withhold payment from the Proponent until there is such compliance.
- 10.8 The ASPM Project Authority shall have the right to have any of the Contractors employees removed from any of the sites for security reasons, notwithstanding the results or status of any security screening with respect to such employee (s).
- 10.9 Only those employees whose names appear on the Contractor's payroll and meet the conditions specified in this contract will be allowed access to NRC facilities. No other persons accompanying employees will be allowed into the building.
- 10.10 All ID or access cards entrusted to the Contractor must be fully protected and returned to the ASPM Project Authority upon completion or termination of this Contract or upon termination of employment. Stolen, broken or lost ID or access cards must be reported immediately to the ASPM Project Authority and guard desk.

# CLEANING CONTRACT SPECIFICATIONS

## 11 Building Keys

- 11.1 Building keys may be issued to the Lead Custodian as required for the building and they must be signed in an out each day. All keys must be returned at the end of each shift to the guard desk. Keys must never leave the premises.
- 11.2 The Contractor shall ensure all keys issued are protected from loss and/or copying.
- 11.3 The Contractor shall not duplicate keys supplied by NRC.
- 11.4 Lost keys or lost access cards will be back charged to the Contractor at \$50.00 each.

## 12 Staff Parking

- 12.1 Parking passes will be provided by NRC for the cleaning contractor's on site staff. This allows parking in the lot at any time. Passes must never be loaned.
- 12.2 Lost passes will be replaced after collection of a \$10 replacement fee.
- 12.3 The multi-site supervisor will be required to use visitor parking between 08:00 and 16:00 hrs during normal workdays. Parking will be enforced, and tickets received by the contractor for not displaying a valid pass will be the responsibility of the vehicle owner for payment.

## 13 Responsibilities for the Contractor, Employer, and Employee's Belongings

- 13.1 The Contractor shall be entirely responsible for the personal belongings of their employees' while they are on the work site. Lockers are available for valuables – staff will provide their own locks.
- 13.2 The Contractor will be held responsible to see that no Government property or Government employee's property is lost, damaged, destroyed or removed from the premises by their staff.  
The workers will not be allowed to bring knapsacks or similar large bags into the building. All bags are subject to search. Articles will be kept in secure storage where necessary.

## 14 Light, Heat, Power and Water

- 14.1 NRC will supply all light, heat, power, hot and cold water as required for the regular cleaning of the building.
- 14.2 The contractor will be responsible for turning off lights in unoccupied rooms immediately after cleaning has been completed.
- 14.3 If, in the operation of cleaning the building a circuit breaker is tripped it is imperative that NRC maintenance, front desk staff or the Corps of Commissionaires is notified so that the breaker may be reset and no damage occurs to other equipment (like freezers) on the same circuit. In general avoid using lab circuits for floor maintenance equipment.

## 15 Inspection and Supervision

- 15.1 Any additional instructions as may be necessary to this contract shall come from the ASPM Project Authority or their designate.

## CLEANING CONTRACT SPECIFICATIONS

- 15.2 A book will be provided to log instructions and comments for the cleaning staff. This must be checked for entries several times per day. It will be located at the front desk.

### 16 Fire and General Safety

- 16.1 Comply with all applicable requirements of the Federal Treasury Board Secretariat Fire Protection Standards.
- 16.2 Comply with the safety related instructions from the ASPM Project Authority or the National Research Council Safety Officer.
- 16.3 The Contractor shall have an active WHMIS program (Workplace Hazardous Material Information System) and shall ensure that all products used in the workplace are classified and labeled according to WHMIS. All of the Contractor's employees must attend a WHMIS training session prior to working on the NRC premises. The Contractor shall ensure that all equipment used to perform the work is in a state of good repair. The ASPM Project Authority 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.
- 16.4 Do not handle or dispose of any needles, syringes, glassware, chemicals, glues, fuel or oil and do not mix them with garbage. Sharps will be separated by the labs and placed in separate containers.
- 16.5 The Contractor shall ensure that all staff attend a WHMIS session before performing work at the NRC sites.
- 16.6 The Contractor and his staff must attend a safety orientation and instruction session for the building that will outline specialized equipment and/or hazards.
- 16.7 All electrically operated equipment used shall be CSA and/or ULC approved and shall be of a size and type suitable for the work required.
- 16.8 Cleaning staff shall comply with related NRC safety policies and procedures by wearing the following in the labs:
- approved closed toe foot wear
  - Lab coats and safety glasses
  - appropriate gloves subject to the task performed
- 16.9 Cleaning staff that will be required to work above 8'0" from the floor level must be trained and certified in "Fall Restraint Training".
- 16.10 Cleaning staff will not be expected to empty garbage or recycling containers weighing in excess of 11.3 kilograms (25 lbs). Materiel handling equipment will be made available to deal with heavy objects or equipment.
- 16.11 Contractors shall submit with their proposals details of their safety program. This program should include the specific action they will take to train their employees in:
- Safe workplace training for general office areas, laboratories, data centers, etc.
  - WHMIS training
  - Safe use of cleaning agents
  - Safe use of cleaning equipment
  - The use of equipment, signs, barriers or other devices to protect the building occupants or equipment
  - Recognizing other hazards or other materials that are not allowed for use in this Contract.

## **CLEANING CONTRACT SPECIFICATIONS**

- 16.12 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 working order. Any personal protective equipment not in good working order 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 and removal in a timely manner.
- 16.13 Chairs, stools, waste baskets, etc. must not be placed on desks, laboratory benches, tables, equipment benches or work benches during cleaning operations.
- 16.14 All accidents or injuries occurring on the NRC work site must be reported and documented to the ASPM Project Authority.
- 16.15 The Contractor is requested to immediately report to the ASPM Project Authority 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.

### **17 Service Interruptions**

- 17.1 Arrange with the ASPM Project Authority for NRC to provide service interruptions. Do not operate any NRC equipment or plant.
- 17.2 All service interruptions are to be of minimum duration.

### **18 Use of Site**

- 18.1 Restrict operations on site to the area approved by the ASPM Project Authority at the time of tendering.
- 18.2 Locate all temporary structures, equipment, storage, etc., to the designated areas.
- 18.3 Do not restrict access to the building, routes, and services.
- 18.4 Do not encumber the site with materials or equipment.

### **19 Elevator Services**

- 19.1 Where applicable, the Contractor shall be permitted the use of elevators and shall be responsible for their safe operation. Do not leave carts, garbage, or other materials or equipment in any elevator.

### **20 Transportation**

- 20.1 Provide all transportation necessary for your employees, their tools, equipment and materials to do the work.
- 20.2 Deliveries shall be through the Shipping and Receiving area.

### **21 Estimates**

- 21.1 The contractor may be requested to provide a cost estimate prior to starting certain special projects. Payment for that work cannot exceed the estimate by

## **CLEANING CONTRACT SPECIFICATIONS**

more than 10% without prior written notice and approval by the ASPM Project Authority.

### **22 Construction Clean-up during Renovations to the Facility**

- 22.1 The Contractor's staff may be requested to clean floors during and after construction or demolition periods. Any additional work over and above that shown in the contract shall be billed separately on an hourly basis. During construction work normal cleaning will usually be suspended. No adjustment in payments will be made for these periods.
- 22.2 All work performed for special projects is to be recorded in the daily work log sheets.

### **23 Schedule of Work**

- 23.1 The Contractor shall supply to the ASPM Project Authority a time schedule of duties for their staff as soon as possible, after the awarding of the contract.
- 23.2 The schedule should outline the times for major stripping, sealing, waxing and polishing/buffing of floor areas according to the Scope of Work schedule in this contract. The schedule shall also include the daily, weekly and monthly routines of the Contractor's staff. Major stripping, waxing, carpet steaming and other work interfering with normal traffic patterns will be scheduled outside normal work hours. No additional payment will be made for this work.

### **24 Cancellation**

- 24.1 Either party may cancel this contract by giving 60 days written notice of intent to cancel.

### **25 Waste Removal**

- 25.1 Contract cleaning staff will empty common waste receptacles, replace liners and remove all waste immediately to the appropriate roll-off waste container, organics or blue recyclables bin located outside the Shipping and Receiving doors daily. NRC staff will place garbage, recyclables and organics into these common containers on each floor. Cleaning staff will not enter any office, workshop, or lab area to empty waste receptacles.
- 25.2 Waste from laboratories will be placed in the corridors on a scheduled day each week for pickup by cleaning staff (to be determined at contract award).
- 25.3 The contractor shall supply new plastic liners for all common waste containers, clear bags for recycling. Clear bags can be used for organic bins but they cannot be placed into the organic bin outside the Shipping and Receiving doors.
- 25.4 Empty all waste, organics, and recyclable containers from common areas such as washrooms, entrances, hallways, lunchrooms, meeting rooms, theatre, etc. into central common containers for eventual disposal.
- 25.5 Paper recyclable materials are collected in the large bins in common areas by a separate contractor and are not the responsibility of this contractor.

## CLEANING CONTRACT SPECIFICATIONS

### 26 Room Type Cleaning Requirements

- 26.1 The tables on the following pages list various room types with cleaning requirements and frequencies.
- 26.2 Vacant spaces are identified on the floor plans and do not require any regular cleaning. When those spaces are occupied the contractor shall be notified and the spaces will be cleaned in accordance with the prescribed room type. The fee shall be adjusted to reflect the change in work required under this contract.

## CLEANING CONTRACT SPECIFICATIONS

ENTRANCES, VESTIBULES	FREQUENCY
Tiled and sheet vinyl floors will be dry mopped and washed with autoscrubber.	Daily
Doormats will be lifted and vacuumed both sides.	Weekly
Walk off mats will be vacuumed.	Daily as required
Waste receptacles will be emptied and cleaned.	Daily
Door glass and interior partition glass will be cleaned both sides.	Daily as required
Door glass will be kept free (clean) of stains, marks, etc.	Daily as required
Entrance doorframes, side glass panels and top glass panels (to a height of 2.4 m) will be cleaned.	Daily
Finger and other marks will be removed from wall to 2 m. high.	Daily
Horizontal surfaces will be dusted to 2 m. high.	Daily
Door kick plates will be cleaned.	Twice weekly

STAIRS AND LANDINGS	FREQUENCY
Primary stairs and landings will be swept and damp mopped/washed	Daily
Exit stairs and landings will be swept and damp mopped/washed	Weekly
Doors will be kept free of finger marks	Weekly
Door hardware will be sanitized.	Daily
Handrails will be dusted and sanitized	Daily
Walls will be spot cleaned to 2m high	Daily
Door kick plates will be cleaned	Twice weekly

CORRIDORS, HALLWAYS	FREQUENCY
Tiled and linoleum floors will be dry mopped and washed with autoscrubber.	Daily
Ceramic tile floors will be dry mopped and damp mopped.	Daily
Horizontal surfaces will be dusted.	Daily
Waste, organics & recycle receptacles will be emptied and cleaned.	Daily
Walls will be spot cleaned to 2 m. high.	Daily
Tiled and linoleum floors will be sprayed and buffed.	Daily
Door hardware will be sanitized.	Weekly
Door glass and partition glass will be completely cleaned both sides.	Twice monthly

ELEVATORS	FREQUENCY
Floors will be dry mopped and damp mopped/washed.	Daily
Doors and wall will be kept free of marks.	Daily
Clean and sanitize all control buttons.	Daily
Scrape and vacuum all door tracks in both the cab and floor doors.	Weekly
Ceiling panels will be cleaned.	Monthly
Stainless steel panels will be polished.	Daily

WASHROOMS, SHOWERS, CHANGE ROOMS	FREQUENCY
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## CLEANING CONTRACT SPECIFICATIONS

All fixtures will be cleaned, i.e. bowls, urinals, basins, mirrors, chrome surfaces and interface.	Daily
Waste receptacles will be emptied and cleaned.	Daily
All supplies will be replenished.	Daily
Walls will be spot cleaned to a height of 2 m.	Daily
Walls will be washed floor to ceiling.	Monthly
Toilet partitions will be damp wiped.	Daily
Floors will be dry mopped and damp mopped/washed.	Daily
Floor drains will be primed.	Weekly
Walls and toilet partitions will be kept free of graffiti.	Weekly
Clean all floor drains and flush with water	Weekly

KITCHEN and 4 EATING AREAS	FREQUENCY
Paper supplies will be replenished.	Daily
Waste & recycle receptacles will be emptied and cleaned.	Daily
Waste & recycle receptacles will be sanitized	Weekly
Organics receptacles will be emptied and sanitized	Daily
Interior of microwave will be cleaned	Weekly
Walls will be spot cleaned to 2 m. high.	Daily
Floor will be dry mopped and wet mopped/washed	Daily
Stainless steel sinks and laminate counters will be cleaned.	Daily

MEETING ROOMS. CONFERENCE ROOMS	FREQUENCY
Waste receptacles will be emptied and cleaned (monitored Daily)	As required (5 d/wk)
Carpets vacuumed. (monitored Daily)	As required (Every week min.)
Upholstered furniture vacuumed.	Monthly
Tables damp wiped (monitored Daily).	As required (5 d/wk)
Walls spot cleaned to a height of 2 m.	Monthly
White boards will be cleaned.	Monthly
Chairs damp wiped.	Monthly
Carpets spot cleaned. (monitored Daily)	As required (5 d/wk)

OFFICES	FREQUENCY
Tiled and linoleum floors will be dry mopped and damp mopped.	Every two weeks
Carpets will be vacuumed and spot cleaned.	Every two weeks
Furniture and horizontal ledges will be dusted.	Monthly
Finger marks will be removed from walls and partitions will be spot cleaned to a height of 2 m.	Weekly
Telephones & computer keyboards will be cleaned and disinfected.	Never
Horizontal and vertical blinds dusted.	Never

## CLEANING CONTRACT SPECIFICATIONS

INFORMATION SERVICES Rooms 148, 148A, 154	FREQUENCY
Tiled and linoleum floors will be dry mopped and damp mopped/washed.	Weekly
Waste & recycle receptacles will be emptied and cleaned.	Never
Data Center Room	Never, No Admittance
Desks, counters, sills and ledges will be dusted.	Never
Door glass and partition glass will be cleaned both sides.	Monthly
Horizontal blinds will be dusted.	Never
Data closets will be swept	Up to twice yearly by arrangement

SCIENCE LABORATORIES (Access Code: Green or Yellow)	FREQUENCY
Tiled and linoleum floors will be dry mopped and damp mopped/washed.	To be scheduled, maximum every two weeks.
Waste receptacles & recycle will be emptied and cleaned.	Never
Desks, counters, sills and ledges will be dusted.	Never
Door glass and partition glass will be cleaned both sides.	By prior arrangement, maximum monthly.

SCIENCE LABORATORIES (Access Code: Red)	FREQUENCY
Tiled and linoleum floors will be dry mopped and damp mopped/washed.	As requested, by prior arrangement
Waste receptacles & recycle will be emptied and cleaned.	Never
Desks, counters, sills and ledges will be dusted.	Never
Door glass and partition glass will be cleaned both sides.	By prior arrangement, maximum monthly.

OTHER AREAS - GENERAL CLEANING SERVICES – AREAS NOT SPECIFIED	FREQUENCY
All interior graffiti shall be removed as it appears	Daily
All sheet vinyl floors will be dry mopped and damp mopped/power scrubbed.	Daily
All carpets will be vacuumed and all stains removed	Every two weeks
Finger marks will be removed from glass desks, table tops, door glass, and display cases	Daily
Finger marks and smudges will be removed from walls and other surfaces, where accessible	Daily
Clean all floor drains and flush with water	Weekly
Furniture will be spot cleaned	Weekly
Window ledges and tracks will be dusted and wiped	Monthly
All metal surfaces, including push plates and kick plates will be cleaned and polished	Monthly
Spot cleaning of ceramic tile grout	Monthly

## CLEANING CONTRACT SPECIFICATIONS

JANITOR'S CLOSETS – APPA Level 3	FREQUENCY
Floors will be dry mopped and damp mopped/washed.	weekly
Doors and wall will be kept free of marks.	Daily
Stainless steel panels will be polished.	weekly

PROJECT WORK	FREQUENCY
Wash all walls in entrances, hallways	1 time per year
Hard surface floors scrubbed and recoated (two coats)	2 times per year
Hard surface floors burnished	2 times per year
Hard surface floors stripped and refinished	1 time in 3 years
Hard surface floors spray buffed	1 time per month
All interior glass unless otherwise specified	2 times per year
Service rooms: Electrical, Mechanical, communications rooms to be dusted, swept, and/or vacuumed.	1 time per year with supervision

CHEMICAL STORAGE ROOMS and STORES Area	
Floors will be swept and damp mopped/washed.	Monthly
Chemical Storage rooms floors will be dry mopped and damp mopped/washed.	1 day per month <b>with supervision only.</b>

Basement Areas	FREQUENCY
Floors and stairwells will be swept.	Twice per month.
Doors and wall will be kept free of marks.	Twice per month.
Exercise room floor shall be mopped.	Twice per month.
Storage room floors shall be swept and mopped.	Once yearly by arrangement.
Floors and stairwells shall be mopped.	Yearly

**END OF CLEANING CONTRACT SPECIFICATIONS**

# FLOOR PLANS

# APPENDIX C PRICING MATRIX

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## 1. Basis of Pricing

**This is a firm 1 year contract with 4 option years for a total of 5 years maximum.**

NRC will exercise its option to extend the contract for the additional 4 option years one year at a time.

The following requirements, Pricing Schedules, must be strictly adhered to; failure to do so will render the Bidder's proposal as non-responsive.

It is mandatory that bidders submit firm prices and/or rates for the five year period of the service contract for all items listed in this section.

The pricing for the 5 year period must be all inclusive of all labor, materials/products, equipment, transportation, fuel costs, insurance, associated administration costs, overhead, profit, mark-ups, etc.

## 2. Determination of Cost

In the event of an addition or elimination of a cleanable space within a building, the charge in the amount of the contract may be negotiated with the contractor.

## 3. The prices submitted shall not include HST. However, HST will be added to contractor's invoices at the time of billing.

# APPENDIX C PRICING MATRIX

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## Fixed Monthly Rate and Special Cleaning

Please provide your monthly rate for regular cleaning as per the specifications and for extra cleaning. When extra cleaning is ordered, it will be paid according to the prices quoted. If work is added or removed from the contract (temporarily or permanently) the following prices would also apply. Please note that charges for extra work will not be part of the evaluation process. Costs of materials and supplies for extra work will be invoiced separately in addition to the hourly rate wherever applicable.

### Year 1

**Fixed Monthly Rate** \$ \_\_\_\_\_

Special Cleaning Hourly rate \$ \_\_\_\_\_

### Year 2

**Fixed Monthly Rate** \$ \_\_\_\_\_

Special Cleaning Hourly rate \$ \_\_\_\_\_

### Year 3

**Fixed Monthly Rate** \$ \_\_\_\_\_

Special Cleaning Hourly rate \$ \_\_\_\_\_

### Year 4

**Fixed Monthly Rate** \$ \_\_\_\_\_

Special Cleaning Hourly rate \$ \_\_\_\_\_

### Year 5

**Fixed Monthly Rate** \$ \_\_\_\_\_

Special Cleaning Hourly rate \$ \_\_\_\_\_



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CONTRACT SECURITY REQUIREMENTS – NRC 0205D (13/12/2002)

- CS1 Obligation to Provide Contract Security
- CS2 Prescribed Types and Amounts of Contract Security



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**CONTRACT SECURITY REQUIREMENTS – NRC 0205D (13/12/2002)**

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**CS1 Obligation to Provide Contract Security  
(13/12/02)**

- 1.1 The Contractor shall, at the Contractor's own expense, provide one or more of the forms of contract security prescribed in CS.2.
- 1.2 The Contractor shall deliver to the Contracting Officer the contract security referred to in CS1.1 within fourteen (14) days after the date that the Contractor receives notice that the Contractor's tender or offer was accepted by Her Majesty.

**CS2 Prescribed Types and Amounts of Contract Security  
(13/12/02)**

- 2.1 The Contractor shall deliver to the Engineer pursuant to CS1
  - 2.1.1 a performance bond and a labour and material payment bond each in an amount that is equal to not less than 50% of the contract amount referred to in the Articles of Agreement, or
  - 2.1.2 a labour and material payment bond in an amount that is equal to not less than 50% of the contract amount referred to in the Articles of Agreement, and a security deposit in an amount that is equal to
    - 2.1.2.1 not less than 10% of the contract amount referred to in the Articles of Agreement where that amount does not exceed \$250,000, or
    - 2.1.2.2 \$25,000 plus 5% of the part of the contract amount referred to in the Articles of Agreement that exceeds \$250,000, or
  - 2.1.3 a security deposit in an amount prescribed by CS2.1.2 plus an additional amount that is equal to 10% of the contract amount referred to in the Articles of Agreement.
- 2.2 A performance bond and a labour and material payment bond referred to in CS2.1 shall be in a form and be issued by a bonding or surety company that is approved by Her Majesty as identified at web sites <http://www.pwgsc.gc.ca/sos/corporate/sm/chapter-7-e.html> (annexes 7.2 and 7.3) and [http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/Contracting/contractingpol1\\_e.html](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/Contracting/contractingpol1_e.html) respectively.
- 2.3 The amount of a security deposit referred to in CS2.1.2 shall not exceed \$250,000 regardless of the contract amount referred to in the Articles of Agreement.
- 2.4 A security deposit referred to in CS2.1.2 and CS2.1.3 shall be in the form of
  - 2.4.1 a bill of exchange made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself, or
  - 2.4.2 bonds of or unconditionally guaranteed as to principal and interest by the Government of Canada, or
  - 2.4.3 an irrevocable standby letter of Credit.
- 2.5 For the purposes of CS2.4
  - 2.5.1 a bill of exchange is an unconditional order in writing signed by the Contractor and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or



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**CONTRACT SECURITY REQUIREMENTS – NRC 0205D (13/12/2002)**

determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada, and

- 2.5.2 if a bill of exchange is certified by a financial institution other than a chartered bank then it must be accompanied by a letter or stamped certification confirming that the financial institution is in at least one of the categories referred to in CS2.5.3.
- 2.5.3 an approved financial institution is
  - 2.5.3.1 a corporation or institution that is a member of the Canadian Payments Association,
  - 2.5.3.2 a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canadian Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec",
  - 2.5.3.3 a corporation that accepts deposits from the public and repayment of the deposits is guaranteed by Her Majesty in right of a province,
  - 2.5.3.4 a corporation, association or federation incorporated or organized as a credit union or cooperative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6)(b) of the Income Tax Act,
  - 2.5.3.5 Canada Post Corporation.
- 2.5.4 The bonds referred to in CS2.4.2 shall be
  - 2.5.4.1 made payable to bearer, or
  - 2.5.4.2 accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations, or
  - 2.5.4.3 registered, as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations, and
  - 2.5.4.4 provided on the basis of their market value current at the date of the Contract.
- 2.5.5 The irrevocable standby letter of Credit referred to in CS2.4.3 shall be
  - 2.5.5.1 an arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its own behalf, is to make a payment to or to the order of Canada, as the beneficiary, or is to accept and pay bills of exchange drawn by Canada, or authorizes another financial institution to effect such payment, or accept and pay such bills of exchange, or authorizes another financial institution to negotiate, against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with.
  - 2.5.5.2 states the face amount which may be drawn against it
  - 2.5.5.3 states its expiry date
  - 2.5.5.4 provides for sight payment to the Receiver General for Canada by way of the financial institutions' draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;



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CONTRACT SECURITY REQUIREMENTS – NRC 0205D (13/12/2002)

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- 2.5.5.5 provides that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the Letter of Credit;
- 2.5.5.6 provides that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500;
- 2.5.5.7 clearly specifies that it is irrevocable or deemed to be irrevocable pursuant to article 6c) of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500; and
- 2.5.5.8 is issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.



<b>ID</b>	<b>2010B</b>
<b>Title</b>	<b>General Conditions Services (Medium Complexity</b>
<b>Date</b>	<b>2010-08-16</b>
<b>Status</b>	<b>Active</b>

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- 31 Entire Agreement



**2010B 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;

"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;

"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, 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;

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

**2010B 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.

**2010B 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.



**2010B 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.

**2010B 05 (2008-05-12) Subcontracts**

1. The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. In any other instance, the Contractor must obtain the prior consent in writing of the Contracting Authority. The Contracting Authority may require the Contractor to provide such particulars of the proposed subcontract as he considers necessary.
2. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.
3. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority requires or agrees otherwise.

**2010B 06 (2008-05-12) Time of the Essence**

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



**2010B 07 (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.

**2010B 08 (2008-05-12) Inspection and Acceptance of the Work**

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.

**2010B 09 (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, Contract Number, Procurement Business Number (PBN) or 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.

**2010B 10 (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.

### **2010B 11 (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.

### **2010B 12 (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.

### **2010B 13 (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 14.



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.

**2010B 14 (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.

**2010B 15 (2008-05-12) Audit**

The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.

**2010B 16 (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.



**2010B 17 (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 and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.
2. Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to 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.
3. The obligations of the Parties set out in this section do not apply to any information where the same 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.
4. 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.

**2010B 18 (2008-05-12) Copyright**

1. Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
2. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the *Copyright Act*, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.

**2010B 19 (2008-05-12) Government Property**

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.

**2010B 20 (2008-05-12) Amendment**

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.



**2010B 21 (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.

**2010B 22 (2008-05-12) Suspension of the Work**

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. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

**2010B 23 (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.

**2010B 24 (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.

**2010B 25 (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.

**2010B 26 (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.

**2010B 27 (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.

**2010B 28 (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).

**2010B 29 (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 24.

**2010B 30 (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.

**2010B 31 (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.



National Research Council Canada

APPENDIX "F"  
NRC0204D

**Insurance Conditions**

**INSURER'S CERTIFICATE OF INSURANCE**

(TO BE COMPLETED BY INSURER (NOT BROKER) AND DELIVERED TO NATIONAL RESEARCH COUNCIL CANADA WITHIN 30 DAYS FOLLOWING ACCEPTANCE OF TENDER)

**CONTRACT**

DESCRIPTION OF WORK	CONTRACT NUMBER	AWARD DATE
LOCATION		

**INSURER**

NAME
ADDRESS

**BROKER**

NAME
ADDRESS

**INSURED**

NAME OF CONTRACTOR
ADDRESS

**ADDITIONAL INSURED**

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE NATIONAL RESEARCH COUNCIL CANADA
---

THIS DOCUMENT CERTIFIES THAT THE FOLLOWING POLICIES OF INSURANCE ARE AT PRESENT IN FORCE COVERING ALL OPERATIONS OF THE INSURED IN CONNECTION WITH THE CONTRACT MADE BETWEEN THE NAMED INSURED AND THE NATIONAL RESEARCH COUNCIL CANADA AND IN ACCORDANCE WITH THE INSURANCE CONDITIONS "E".

POLICY					
TYPE	NUMBER	INCEPTION DATE	EXPIRY DATE	LIMITS OF LIABILITY	DEDUCTIBLE
COMMERCIAL GENERAL LIABILITY					
BUILDERS RISK "ALL RISKS"					
INSTALLATION FLOATER "ALL RISKS"					

THE INSURER AGREES TO NOTIFY THE NATIONAL RESEARCH COUNCIL CANADA IN WRITING 30 DAYS PRIOR TO ANY MATERIAL CHANGE IN OR CANCELLATION OF ANY POLICY OR COVERAGE SPECIFICALLY RELATED TO THIS CONTRACT

NAME OF INSURERS OFFICER OR AUTHORIZED EMPLOYEE	SIGNATURE	DATE:
		TELEPHONE NUMBER:

ISSUANCE OF THIS CERTIFICATE SHALL NOT LIMIT OR RESTRICT THE RIGHT OF THE NATIONAL RESEARCH COUNCIL CANADA TO REQUEST AT ANY TIME DUPLICATE COPIES OF SAID INSURANCE POLICIES

**STANDARD INSTRUCTIONS AND CONDITIONS:**

**APPENDIX 'G'**

**(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.

A PPO audit H.



Government of Canada / Gouvernement du Canada

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

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

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction ASPM
---	--

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  
Cleaning contract for Halifax building

5. a) Will the supplier require access to Controlled Goods?  
Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  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?  No / Non  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)  No / Non  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.  No / Non  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?  No / Non  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 checked="" 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 checked="" 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"/>



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

**PARTIE 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 :

**PARTIE 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<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET- SIGINT<br>TRÈS SECRET - SIGINT         | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>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

**PARTIE 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) MEDIA / 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



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

**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	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? / La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". / 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? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). / Dans l'affirmative, 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).



Government of Canada / Gouvernement du Canada

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

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

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

Name (print) - Nom (en lettres moulées) Nadine Merkley	Title - Titre Regional Site Operations Manager	Signature <i>Nadine Merkley</i>
Telephone No. - N° de téléphone 902 426 5179	Facsimile No. - N° de télécopieur 902 426 9413	E-mail address - Adresse courriel nadine.merkley@nrc-cnrc.gc.ca
		Date

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

Name (print) - Nom (en lettres moulées) Charlotte Carrier	Title - Titre Group Leader, Security Branch	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-cnrc.gc.ca
		Date 13 Apr 2016

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) Alain Leloux	Title - Titre Service Procurement Officer	Signature <i>Alain Leloux</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date 18-4-2016

**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