

SECTION 4

EVALUATION PROCESS

1. Proposal evaluation process and criteria

1. General information

- a) This section describes the process that the ASPM will use to evaluate proposals and determine the successful Contractor.
- b) The evaluation process will have three (3) phases, as described below. Contractors are required to submit the following three (3) packages:
 - 1. Mandatory requirements
 - 2. Management/technical proposal
 - 3. Financial proposal

NO FINANCIAL INFORMATION WHATSOEVER SHALL BE INCLUDED WITH THE MANAGEMENT/TECHNICAL PROPOSAL. THE FINANCIAL PROPOSAL SHALL BE SEPARATED, SEALED AND ENCLOSED UNDER A SEPARATE COVER WITH THE CONTRACTOR'S PROPOSAL.

- c) The management/technical proposal shall be submitted on 8½ x 11 inch single sided paper, minimum 12-point font size. Unnecessarily elaborate brochures or other presentations, beyond that which is sufficient to present a complete and effective proposal, are not recommended. All information and materials submitted should be relevant to each section and the requirements.

Proposals shall be structured so that each section and area of the proposal is complete and stands alone. The use of cross-referencing within each section to satisfy formal requirements is not acceptable and may render the proposal non-compliant. Evaluators will only look at information offered under the applicable section to make their assessment.

- d) Contractors are required to submit an original and four (4) paper copies of their management/technical proposal and two (2) copies of their financial proposal.

2. Evaluation method

The ASPM will evaluate the proposals based on a weighted percentage system in accordance with the following guidelines:

Management proposal	25%
Technical proposal	45%
Pricing schedules	30%
<hr/>	
Total score	100%

The evaluation committee will recommend contacting the Proponent receiving the highest total score in order to finalize the details of a contractual agreement for the provision of the required services requested in the RFP. In the event of a tie, the Proponent submitting the lower price for the services will be selected.

3. Evaluation and selection criteria

For the purposes of this RFP, there are two (2) types of evaluation criteria: "Mandatory" and "Rated." Failure to meet ALL mandatory criteria (MC) could result in the proposal being non-compliant and will not be considered further in the management and technical evaluation phase (MR and TR, rated criteria). Once the mandatory criteria have been met, the proposal will be evaluated against the rated criteria. Proponent's proposal must score a minimum of 75% of the total points allowed for the "rated requirements" for their proposal to be considered further.

Only those proposals that meet all mandatory requirements and meet or exceed 75% of the points for the "rated requirements" (MR and TR) will then have their financial proposal evaluated.

2. Technical/management proposal

1. General

The management/technical proposal shall contain the following elements:

- 1) Title page
- 2) Table of contents
- 3) Introduction
- 4) Corporate background
- 5) Understanding of requirements
- 6) Previous experience on similar work
- 7) Contractor's senior team
- 8) Proposed contract management plan encompassing the following:
 - a) Contract management plan
 - b) Site organization plan
 - c) Human resources plan
 - d) Material and equipment plan
 - e) Quality management plan
 - f) Health and safety plan
 - g) Communications plan
 - h) Transition plan
- 9) Appendices
 - a) Appendix 1 - Completed and signed Request for Proposals

- b) Appendix 2 - Corporate literature
- c) Appendix 3 - Resumes and certification requirements

2. Description of proposal elements

1. Corporate background

- a) Provide a corporate and strategic organization chart.
- b) Provide the corporate background and general company description for the primary contractor and all proposed subcontractors. This should illustrate the capability and capacity of the company to successfully meet the Contract requirements. If the Contractor wishes to include corporate brochures and other supporting documentation with their proposal, then they shall be attached as Appendix (X).
- c) Indicate what priority this Contract holds in the corporate business plan and why it is important that the company's proposal be selected.

2. Understanding of requirements

- a) Identify and describe the goals and objectives of the RFP as they are understood. Given the requirements as defined in the RFP, identify and describe some of the issues, challenges and opportunities related to this service contract.
- b) Discuss the key success factors that should be considered in order to address these issues, challenges and opportunities.
- c) Provide a list of parameters and assumptions that should be considered in the implementation of the Contract.

3. Previous experience on similar work

- a) Demonstrate experience on contracts of a similar scope by listing at least three (3) previous similar contracts/assignments undertaken within the last five years that are relevant to this requirement. Must demonstrate a minimum of five (5) years recent experience in providing janitorial services to large institutional and/or commercial sites with numerous, multi-purpose facilities and laboratories of various size which handle hazardous materials and have class 100 and class 1000 clean room facilities.
- b) Complete the following table (Relevant Contract Information) to provide basic information for each relevant contract/assignment listed. For each contract listed in the table, provide, in a narrative format, a brief description of the contract and its approach and methodology and the relevance of this experience to the requirements outlined in this RFP.
- c) Demonstrate that the contracts offered as examples are linked to the key personnel proposed as part of the Contractor's senior team. Contractors must describe the nature of the contributions of the proposed personnel.
- d) Describe the stability of the workforce on these projects. What was the turnover rate of personnel on these projects?

Contract Name	Client	Client's Point of Contact	Client's Contact Information (Telephone and Email)	Proposed Resources Who Worked on the Contract	Contract Value	Start/End Dates

Table – Relevant Contract Information

- e. A minimum of three (3) contracts of similar scope and nature to this RFP shall be described. However, contractors may describe as many previous contracts as they feel is necessary in order to adequately describe the experience, qualifications and skills of the proposed team. References may be contacted.
4. Contractor's senior team
- a) Demonstrate skills, experience, education, qualifications and the ability of the proposed team members to fulfill the requirements of the RFP.
 - b) Provide an organization chart of the team illustrating the individual team members and the relationship among the primary contractor and any strategic partners or subcontractors.
 - c) Identify on the chart the senior member of the Contractor's team who will act as an on-site point of contact.
 - d) Identify a Program Manager who has the relevant experience in projects of similar size, scope and complexity to meet the requirements as described in the RFP.
 - e) Identify all key on-site supervisory personnel reporting directly to the Program Manager, including a back-up Program Manager. Identify a superintendent (supervisor) and indicate certification.

NOTE: Listing experience without providing any supporting data describing where and how such experience was obtained, or without a contact point for verification, may result in disqualification of the experience for evaluation purposes.

5. Proposed contract management plan
 - a) Elaborate in detail the specific methodologies, processes, procedures, materials and equipment to be used to explain how the services in the RFP will be provided.
 - b) The contract management plan shall address but not be limited to the following:
 - a. Overall contract management
 - b. Creation of a master schedule
 - c. Inspection, internal controls and audits
 - d. Administrative processes including record keeping and invoicing

6. Proposed site organization plan
 - a) Describe the site organization structure, including lines of authority and managerial responsibility and accountability for the delivery of all contracted services. Illustrate the link between the strategic organization and the company and the relationship with the client management structure.
 - b) Identify the Program Manager on the chart and identify the back-up Program Manager as well as the name and functions of the subordinate superintendent (on-site supervisor).

7. Proposed human resources plan
 - a) Provide a description of the Contractor's human resources plan and labour practices and policies, including but not limited to the following:
 - a. Scope and depth of human resources and labour relations departments
 - b. Training and resources (manuals, videos, etc.)

- c. Pay equity
 - d. Employment equity
 - e. Harassment in the workplace
 - f. Racism and human rights
 - g. Labour management issues, including any collective agreement expiry dates
- b) Provide a complete staffing plan with their proposal showing the number of hours allocated for each day, for each building, to provide all specified services. This staffing plan shall comply with the level of service outlined in the RFP. The plan shall include the allocation of supervisory coverage, and address the following elements:
- a. Identify how the Contractor proposes to structure the work team for each specific service site and building
 - b. Address the necessary training
 - c. Describe the plan for replacement of personnel
8. Proposed material and equipment plan
- a) Provide details of the suppliers/vendors the Contractor intends to use.
 - b) Elaborate in detail the type of materials, products and equipment to be used to carry out the requirements identified in the RFP including but not limited to the following:
 - a. Type of materials and products that will be available for this Contract.
 - i. Preference will be given to quality, environmentally friendly materials or products.
 - b. Type and quantity of equipment to be available for this Contract.

- c. A complete listing of mechanical equipment, including specifications for carrying out the services.

9. Proposed quality management plan
 - a) Explain in detail the systems and procedures that will be employed to consistently deliver high-quality services. Provide details of the corporate standards for financial and quality control.
 - b) Identify the methods to be used by the Contractor to train staff to ensure quality services, survey and monitor customer satisfaction and ensure accountability. Survey formats, response standards and an action plan to resolve contentious issues regarding the quality of services should be included.

10. Proposed health and safety plan
 - a) Explain in detail the Contractor's health and safety plan for its functions, and demonstrate its compliance with applicable legislative standards and policies including, but not limited to the following:
 - a. Spill management
 - b. Safe workplace practices training
 - c. Specialized training of specific employees
 1. e.g. clean rooms, hazardous equipment
 - d. WHMIS training
 - e. Recognized building cleaning programs
 - f. Use of personal protective equipment
 - g. Describe in detail the health and safety program or practices currently in place, including training and monitoring of staff performance

11. Proposed communications plan

- a) Detail how the communications plan will address how the Contractor will report progress, coordinate deliverables, resolve problems and issues and interface/liaise with the ASPM Project Authority. The RFP describes regular reporting requirements via forms and meeting minutes. The Contractor is to describe how these significant reporting requirements will be managed.
- b) Describe in detail the Contractor's plan to respond to emergency clean-ups during normal working hours and after hours.

12. Proposed transition plan

- a) Describe the methodology to transfer the contract duties to a subsequent contractor. The plan should include, but not be limited to the following:
 - a. Contractor's major mobilization activities
 - b. Personnel, equipment and materials
 - c. Site familiarization and training for new staff
 - d. Coordination activities with the ASPM Project Authority

3. Financial proposal

1. General

The financial proposal must be submitted separately in a sealed envelope and shall contain the following:

- a) Title page

- b) Table of contents
- c) Financial capacity
- d) Disclosure statement
- e) Proposal bonds
- f) Insurance certificates
- g) Pricing schedules

2. Description of elements

1. Financial capacity

NRC requires assurance that proponents have the corporate financial resources and financial stability necessary to meet the cash flow requirements of the contract. In order to demonstrate its financial capacity, the Proponent must include the following with its proposal:

- a) Audited financial statements, if available, or unaudited financial statements for the company's last three (3) fiscal years, and income statement as of December 31, 2015.
- b) Confirmation letter from the Proponent's banking institution indicating the value of the total lines of credit granted and the amounts available and not drawn upon as of December 31, 2015.
- c) All financial information provided with the Proposal must be certified by either the Chief Financial Officer or the signing officer of the Proponent's company.
- d) NRC, at its discretion, reserves the right to request additional financial information or conduct an on-site review of the Proponent's financial information as part of the evaluation process. Proponents must make their facilities and all appropriate supporting documentation

and records available for such an on-site visit.

2. Disclosure statement

The Proponent must provide a clear statement setting out the nature and extent of any material litigation pending against the Contractor or any other consortium member.

3. Bonds and insurance certificates

Proponents must include their bonds and insurance certificates as part of their financial proposal.

4. Pricing schedules

Proponents must submit as part of their financial proposal the pricing schedules, as per the computer CD files.

4. Proposal evaluation

1. Mandatory criteria (MC)

To be compliant and to be considered further in the evaluation, Contractors must meet the following mandatory criteria:

Reference	Description	Achieved?	Cross reference to proposal
MC1	<p>Security requirement</p> <p>The Proponent must hold valid Designated Organization Screening (DOS) certification at bid closing.</p>	Yes/No	
MC2	<p>Certifications</p> <p>Certifications must be properly completed and submitted with the proposal. Certifications required are:</p> <p>a. Submission of bid financial security</p> <p>b. Proof of maximum insurance coverage currently carried as:</p> <p>1. Comprehensive General Liability Insurance</p>	Yes/No	
MC3	<p>Site visit/inspection tour</p> <p>It is mandatory that the Contractor or a representative visit the site and examine the scope of work required and the existing conditions. Proof of attendance form to be</p>	Yes/No	

	signed at the site visit and briefing session.		
MC4	Management and technical proposal Five (5) copies of each the management proposal and the technical proposal shall be provided.	Yes/No	
MC5	Separate financial proposal Two (2) copies of a financial proposal must be provided and submitted separately.	Yes/No	

2. Evaluation of the management proposal (MR)

The following rated criteria apply to the management proposal. The description of the criteria below is provided to illustrate some of the factors that will be used to evaluate the criteria.

Corporate background		14
MR1	Provide a description of the company: scope, revenue, number of employees, number and scope of current contracts.	5
MR2	Provide a description of the structure of the company, its subsidiaries and its divisions. Who are the owners and/or shareholders of the company? Are the owners and/or shareholders based in Canada? What is the financial health of the owners and/or shareholders?	5
MR3	Where is the closest branch of the company to the facilities covered by this Contract?	4
Previous experience		21
MR4	Describe the company's previous experience in a research environment involving chemistry, characterization and clean room laboratories. Provide examples.	4
MR5	Describe the company's previous experience in offices where clerical activities, conferences and events such as symposia, meetings and other events are held, and where physical security and access control are prominent. Provide examples.	4
MR6	Describe the company's previous experience in an industrial environment. Provide examples.	4
MR7	Indicate the number of years of experience the company has in the janitorial field in general.	3
MR8	The Contractor shall provide three relevant references of similar	3

	scope in the janitorial field.	
MR9	Indicate the number of years of experience the company has in facilities equal to or larger than those covered by this Contract.	3
Understanding of the requirements		20
MR10	List the values that you consider the most important and critical for NRC in the execution of this Contract.	5
MR11	Indicate the locations in the facilities in question that you believe may cause problems with quality, resources, or occupant complaints. In your experience, what are the most common complaints in this type of facility?	5
MR12	Indicate the regular resources that will be assigned to the Contract in terms of person-hours per year, number of full-time and part-time employees, and external resources such as subcontractors.	10
Contractor's management team		18
MR13	Is there a resource person employed by the company who specializes in health and safety and who has the relevant certification in this field? Provide a resume and certifications.	4
MR14	Is there a resource person employed by the company who specializes in project management and who has the relevant certification in this field? Provide a resume and certifications.	4
MR15	Y- Is there a resource person employed by the company who specializes in janitorial services and who has the relevant certification in this field? Provide a resume and certifications.	4
MR16	Will the superintendent present on site have qualifications in personnel management and janitorial services, and has he or she taken complementary training to help with the daily management of janitorial work, client relations, quality control and management, and complaint management? Provide a resume and certifications.	3
MR17	Provide an organizational chart showing the structure of the project team and the relationship with workers, subcontractors and ASPM.	3

Contract management plan		27
MR18	The contract management plan shall describe the structure of the company in day-to-day maintenance management, and how resources will be mobilized. Describe the processes for managing the Contractor's personnel with respect to daily maintenance tasks. Describe the means of communication at the disposal of workers and the superintendent to ensure that daily work is managed effectively.	7
MR19	Describe the process and frequency of quality control inspections, and how corrective measures will be implemented. Indicate normal timeframes for a quality control process cycle.	7
MR20	Indicate your company's process for receiving user complaints, recording them in a log, taking appropriate corrective measures and following up with ASPM.	5
MR21	Indicate your company's process for receiving requests for additional work, emergencies, damages, and special events. Indicate how additional amounts will be indicated and explained on invoices.	5
MR22	Indicate whether your company is equipped with management software or other modern tools for reports, logs and processing complaints and follow-ups with clients. Indicate how this information will be transmitted to ASPM.	3

3. Evaluation of the technical proposal (TR)

The following description of criteria illustrates some of the factors that will be applied to evaluate the criteria applied to the technical proposal.

Site organization plan	15
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TR1	Describe how resources will be deployed. Will one of the workers specialize in one type of task, or will all workers perform the same tasks in the sectors in which they are qualified? Will project or on-demand work be performed in the evening, on weekends, or during the day? Will more workers be used during certain periods to meet needs? Will subcontractors be used to carry out certain tasks?	5
TR2	Describe the roles, responsibilities and powers of various participants, including the Project Authority, the superintendent, workers and managers.	5
TR3	Describe the roles, responsibilities and powers of various participants, including the Project Authority, the superintendent, workers and managers.	5
Human resources plan		27
TR4	Demonstrate that all workers employed by the Contractor are subject to rigorous selection criteria to ensure a minimum standard for qualifications and skills. Provide the company's internal hiring policy and the certification required to be employed by the company.	4
TR5	Does the company have a human resources policy addressing aspects of labour law and social issues in the workplace? Attach relevant documents.	4
TR6	Demonstrate that workers receive WHMIS training and refresher courses regularly.	4
TR7	Indicate the company's process for receiving complaints regarding the Contractor's personnel, such as erratic behaviour, inappropriate language, harassment, theft, and any other human resources problems. Indicate how follow-up will be carried out with ASPM.	4
TR8	What is the turnover rate of employees and how is it managed?	4
TR9	Describe the succession plan, including absences due to short-	4

	and long-term illness, vacation and training.	
TR10	Will employees be available 24 hours a day, 7 days a week to respond to emergencies?	3
Material and equipment plan		20
TR11	Provide a list of equipment to be used in executing the Contract. On the list, include the age of the equipment and its condition, i.e. new or used.	10
TR12	Provide a list of products and supplies. Provide a data sheet for proposed products. Environmentally friendly products will be given preference.	10
Health and safety plan		25
TR13	Include a copy of the Contractor's workplace health and safety policy and procedures.	6
TR14	Explain how workers will be informed of potential risks and hazards.	6
TR15	Describe how subcontractors' workers, as applicable, will be integrated into the Contractor's health and safety program.	5
TR16	Describe other programs, activities or information that you believe demonstrates that your company carries out its projects safely and in accordance with all health and safety requirements.	8
Communications plan		6
TR17	Workers assigned to janitorial work shall regularly communicate their intention to perform tasks in a given space. How will these intentions be communicated to occupants, and for what types of work?	3
TR18	Does the Contractor plan to use posters, leaflets or other means of communication to inform occupants on topics such as sanitation, public health, products and supplies used, hazards, green alternatives, and other relevant subjects?	3

Transition plan		7
TR19	Describe how cleaners' routes will be determined. Estimate how many hours will be allotted for each route.	3
TR20	Taking into account the fact that the amount of time required for the mandatory reliability check is approximately one month after the request is made, provide an approximate project schedule (Gant) for the transition between the current Contractor and the new Contractor, including the following items: list workers assigned to the Contract, obtain reliability status, establish routes, tasks and responsibilities, familiarize workers with the site, approve and deliver equipment, supplies and products, start work, and provide maintenance services, including additional resources, and all other relevant critical paths.	4

END OF SECTION 4

SECTION 5
PRICING SCHEDULE

5.0 Financial requirements

1. General

It is mandatory that the financial proposal is submitted in a separate envelope.

2. Period of contract and option to extend contract

The period of this Contract will start on October 1st, 2016, to September 30, 2017, with an option to renew at NRC's discretion for six (6) additional 1 year options, subject to satisfactory performance.

NRC is not obliged to exercise any of the one-year option years. The exercise of any option year will be at NRC's sole discretion by providing notification in writing to the Proponent at least 120 days prior to the Contract expiry date or the expiry date of an exercised option year.

NRC shall use the Consumer Price Index (CPI) for the Quebec Region, as published before the option year by Statistics Canada for the previous 12-month period to adjust the value of the second year contract value (October 1st, 2016, to September 30th, 2017) by the percentage increase in the Consumer Price Index.

For subsequent years of the Contract, the fixed fee shall be established as follows:

- Option year 1 (October 1st, 2017, to September 31st, 2018)

The fixed fee for option year 1 (excluding taxes) shall be based upon the fixed fee during the second year contract term (October 1st, 2016, to September 30th, 2017), plus or minus a price

adjustment based on the Consumer Price Index (CPI), all items Quebec.

Example only

CPI for September 2017 is 133.9

CPI for September 2016 was 131.6

% difference – $(133.9/131.6) \times 100 - 100\% = 1.7\%$ increase
(decrease if % difference is negative)

- Option year 2 (October 1st, 2018, to September 30th, 2019)

The fixed fee for option year 2 (excluding taxes) shall be based upon the fixed fee established for option year 1 (October 1st, 2017, to September 30th, 2018), plus or minus a price adjustment based on the Consumer Price Index (CPI), all items Quebec.

- Option year 3 (October 1st, 2019, to September 30th, 2020)

The fixed fee for option year 3 (excluding taxes) shall be based upon the fixed fee established for option year 2 (October 1st, 2018, to September 30th, 2019), plus or minus a price adjustment based on the Consumer Price Index (CPI), all items Quebec.

- Option year 4 (October 1st, 2020, to September 30th, 2021)

The fixed fee for option year 4 (excluding taxes) shall be based upon the fixed fee established for option year 3 (October 1st, 2019, to September 30th, 2020), plus or minus a price adjustment based on the Consumer Price Index (CPI), all items Quebec.

- Option year 5 (October 1st, 2021, to September 30th, 2022)

The fixed fee for option year 5 (excluding taxes) shall be based upon the fixed fee established for option year 4 (October 1st, 2020, to September 30th, 2021), plus or minus a price adjustment based on the Consumer Price Index (CPI), all items Quebec.

- Option year 6 (October 1st, 2022, to September 30th, 2023)

The fixed fee for option year 6 (excluding taxes) shall be based upon the fixed fee established for option year 5 (October 1st, 2021, to September 30th, 2022), plus or minus a price adjustment based on the Consumer Price Index (CPI), all items Quebec.

3. Contract price

1. It is mandatory that proponents submit pricing and/or rates on a year-to-year basis for the period of the Contract for all items listed in this section. The pricing schedules within this section, when completed, will be considered as part of the Proponent's financial proposal.
2. Pricing must include all labour, materials and products, equipment and tools, transportation and fuel costs, associated traveling costs, insurances, associated administrative costs, associated services, overhead, profit, mark-ups, incorporating all costs and mark-ups from sub-contractors or vendors, etc.

3. Contract price submission

The Proponent shall submit the contract price portion of the proposal as a separate document. The Proponent shall also submit a CD containing an Excel spreadsheet with the pricing form to be filled out by the Proponent. This completed electronic file must be included with the hard copy of the file, supporting documentation, and contract price form filled out and signed by the Proponent's representative.

In the event that the file on the CD does not exactly match the hard copy of pricing schedules submitted, the hard copy will be considered to be the correct submission document.

The entire package must be sealed in an envelope separate from the technical evaluation portion of the proposal. The envelope must be properly identified so that it can be separated from the rest of the proposal.

ALL PRICES SUBMITTED FOR ALL YEARS ARE TO BE IN CURRENT YEAR CONSTANT DOLLARS.

4. Mandatory bid form

The Proponent shall use the pricing schedules supplied on the CD. The spreadsheet pricing schedules must be completed in full and submitted as part of the proposal. Any missing costs will make the submission non-responsive. The spreadsheet format must not be revised, and the quotation data must be provided in print format as well as computer file format.

The CD containing the Excel files will be provided at the proponents' meeting. The Proponent is to fill out the forms in these files and submit the CD as part of the financial proposal.

5. Proposal pricing

As described, the Proponent must submit the pricing on the forms provided. The proposal must include a hard copy and an electronic copy.

(a) Building cleaning costs

The Proponent shall give a breakdown of all routine building cleaning, waste management and recycling operations on a year-by-year basis for the services as described in the RFP. The prices must include all administration costs, labour, materials, transportation and associated traveling costs, associated services, overhead, profit, mark-ups, etc. for each service as described in the RFP.

(b) Section 2 – Unit prices for labour

Provide hourly rates for all labour requested in the pricing schedules. These rates are to be all inclusive and are to include salary burden, transportation and associated traveling costs, insurance, mark-up, profit, overhead, tools, CSST (Commission de la santé et de la sécurité au travail), supervision, administration, etc. No additional charges over and above these rates will be entertained.

(c) Unit rates for project, on-demand, post-construction or call-up cleaning requests

Provide unit prices or hourly rates for all types of labour indicated on the pricing schedules. These rates are to be all inclusive and are to include salary burden, transportation and associated traveling costs, insurance, mark-up, profit, overhead, tools, CSST, supervision, administration, etc. No additional charges, over and above, these rates will be entertained.

The Contractor must not re-assign staff from routine or miscellaneous cleaning duties in order to perform project, on-demand, post-construction or call-up cleaning. The Contractor

must bring additional staff to the site to handle these cleaning requests/requirements.

(d) Material mark-up

Material costs for work requested by the ASPM Project Authority shall be the laid down cost, and shall be invoiced to NRC as a flow through cost supported by a copy of all vendor invoices. Additional costs such as material delivery or material handling can be applied to the NRC invoice, by adding the mark-up quoted.

Provide the percentage mark-up that the Proponent will use to calculate the charges to ASPM for additional materials, equipment or supplies to be provided at cost plus percentage margin.

The figures provided in this section will be applied to services on a straight percentage basis; i.e. 10 percent mark-up on a \$100 cost to the Proponent will result in a charge of \$110 to ASPM, all inclusive of overhead, profit, etc.

6. Labour rates - General

The value of the hourly labour rates shall be determined by adding to the labour cost a percentage margin for the Proponent's overhead and profit.

- Proponents are expected to include possible future increases in the Quebec Minimum Wage in their bids. Reduction in staff as a means of dealing with these increases could void this Contract.
- Labour costs shall include all direct wage costs and direct labour supervision, plus all supplementary wage burdens as

may be required by collective agreements and all associated statutory charges.

- Supplementary wage burdens referred to above are those in individual collective agreements, when applicable, and include but are not limited to vacation pay, pension plan, apprenticeship, training and employers contribution.
- Statutory charges referred to above shall include but are not limited to worker's compensation payments, Canada Pension Plan and unemployment insurance contribution.
- Overtime compensation for services and hourly rates will be charged at 1½ time when an employee is required to work over and above his normal work day or on his first day of rest. When an employee is required to work on his second day of rest or on a statutory holiday he would be entitled compensation at double time.
- The Proponent's mark-up, overhead and profit fee shall include the following:

The Proponent's administration costs and head office expenses, without limiting the generality of those expenses, shall include associated traveling costs, financing costs, and bonding and insurance costs.

- The cost of all site supervision;
- The cost of all expendable tools and equipment.

7. Basis of payment

1. For the performance of this work in accordance with the terms and conditions of this Contract, the Contractor shall be paid a firm fixed monthly fee and firm hourly rates as tendered for services provided during the invoice period.
2. Payment will be made only after receipt of satisfactory invoices supported by a monthly report indicating the monthly cost of scheduled cleaning per building as well as additional services provided during the invoice period.
3. The Contractor is responsible for performing or having performed all necessary inspections to substantiate that the services provided conform to the Contract requirements. A copy of the monthly inspections must be provided to the ASPM Project Authority.

Any quality assurance inspection report indicating a performance level below 80% for any part of a building may result in corrective measures taken by NRC.

4. GST, QST and harmonized sales tax (HST) shall not be included in the pricing quoted by the Contractor. GST and QST must each be shown as a separate line item on all invoices and will be paid by NRC.

8. Determination of cost and payment

1. Payments for the building cleaning operations shall be made at monthly intervals.

The amount of the monthly payment may be increased or decreased from time to time by the ASPM Project Authority to provide additions to or reductions of the services in the Contract amount to be authorized under the terms and conditions of the Contract.

2. Payment for project cleaning, on-demand cleaning and post construction cleaning shall be made upon satisfactory completion of the services requested using the pricing tendered.

9. Basis for addition, subtraction or withdrawal of payment
 1. The ASPM Project Authority may decrease the amount of monthly payment when, in his/her opinion, the Contractor has failed to execute any part of the work in accordance with the terms of the Contract. Such a decrease in a monthly payment will constitute a decrease in the Contract amount.

 2. Where cleaning is not completed by the requested date, the ASPM Project Authority reserves the right to have the cleaning done by others and all costs involved will be deducted from the Contractor's monthly payment.

 3. The ASPM Project Authority reserves the right to adjust monthly payment when the cleanable area is modified by +/- 200 square metres. Cost reference in "Detailed Prices Tendered."

 4. The Contract amount will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by any increase or decrease in the cost of labour, materials, tools or equipment. The Contractor's tendered prices

as set out in "Detailed Prices Tendered" will be considered as final to perform the work as tendered for the given area.

5. In the case of minor additions to the work, such as an increase in frequency of individual cleaning operations or the total cleaning of vacant space, an amount shall be mutually agreed upon by the ASPM Project Authority and the Contractor in accordance with "Detailed Prices Tendered."
6. In the case of minor reductions in the work, such as a reduction in frequency of individual cleaning operations, or the total elimination of cleaning in vacant space, an amount shall be mutually agreed upon by the ASPM Project Authority and the Contractor, which shall be a fair and reasonable estimate resulting from such reduction in the work.
7. In the case of the total addition or total elimination of cleaning in vacant space, an amount shall be calculated based on the price per diem, using the following formula:

The tendered unit price per square metre for routine scheduled cleaning operations as tendered, divided by two hundred and fifty (250), equals the cost per square metre per day; multiplied by the number of days (20.83 per month) the additional space will be cleaned or eliminated, equals the amount of increase or decrease in the Contract;

In the case of additions or reductions in the work, the Contractor shall increase or may reduce the number of employees, or their number of hours of work, in proportion to the amount of additional or reduced work specified by the ASPM Project

Authority, but only in those areas where the work has been increased or reduced.

8. Where resilient floor surface is converted to carpet, or carpet finish is converted to resilient floor, there shall be no change in price with respect to routine building cleaning operations.

10. Evaluation

Evaluation of the pricing submission will be done using the data submitted in a predetermined pricing model. This model will take into account all components of all the data submitted. All the responsive proposals will be reviewed, evaluated and rated.

Once the total price proposal for the 5 years is determined, pricing is then given a rating value, which is included in the total calculation of the point rated score. The evaluation methodology will calculate a "best value" 5-year proposal by balancing the score obtained in the management and technical proposals and the financial proposal.

For example:

- 25% of the points awarded to the management proposal
- 45% of the points awarded to the technical proposal
- 30% of the points awarded to the financial proposal

The following table illustrates the highest total score, taking into consideration the management and technical merit and price, considered the "best value" for NRC.

Highest Management Merit (25%), Technical Merit (45%) and Price (30%)

	Proposal 1	Proposal 2	Proposal 3	Winner
Management	90 points	82 points	78 points	
Technical	92 points	92 points	80 points	
Price	\$70,000	\$65,000	\$55,000	

Proposal 1:	Management	Technical	Price	Total points
	$(90/100) \times 25$ = 22.5	$(92/100) \times 45$ = 41.4	$(*\$55,000/\$70,000) \times 30$ = 23.6	87.5

Proposal 2:	Management	Technical	Price	Total points
	$(82/100) \times 25$ = 20.5	$(85/100) \times 45$ = 38.25	$(*\$55,000/\$65,000) \times 30$ = 25.38	84.13

Proposal 3:	Management	Technical	Price	Total points
	$(78/100) \times 25$ = 19.5	$(80/100) \times 45$ = 36	$(*\$55,000/\$55,000) \times 30$ = 30	85.5

* Represents the lowest price proposal.

Assumption: three compliant bids have been received and the maximum management and technical score that can be obtained is 100 points. Estimated budget is \$70,000. Highest technical score is prorated against the stipulated 100 points while the lowest price proposal received full rated percentage and other proposals are prorated accordingly.

Winner is the bidder scoring the highest total points established by adding the rated management and technical scores and the rated price proposal score. Based on the above calculations, a contract would be awarded to Proponent 1, which offers the

highest total score, taking into consideration the management and technical merit and price of the bidder's proposal.

The evaluation committee will recommend contacting the Proponent receiving the highest total score in order to finalize the details of a contractual agreement for the provision of the required services. In the event of a tie, the Proponent submitting the lower price for the services will be selected.

11. Pricing schedules

The Proponent must fill out the pricing schedules carefully, and must include all of the following completed schedules in the financial package:

1. Costs for routine building cleaning operations for each building.
2. Costs for waste management and recycling operations.
3. Costs for labour rates on an-requested basis.
4. Material percentage mark-up.
5. Costs for project, on-demand and post-construction cleaning operations.

Project, on-demand and post-construction cleaning operations

- Unit or hourly rates are to be used for project cleaning, extra cleaning, on-demand cleaning requests or changes to scope of contract. The costs for services shall include all associated labour, material and equipment costs for the requested services.
- Rates indicated herein remain fixed for a period of one year and will be adjusted annually using the Consumer Price Index (CPI) for the Quebec Region as published by Statistics Canada.
- The prices below shall not be part of the Contractor's total cost in the detailed prices tendered. Please provide your prices for extra cleaning when extra cleaning is ordered; it will be paid according to the prices quoted.

Project cleaning

1. Cost for scrubbing floors \$ _____/m²
2. Cost for stripping and refinishing floors \$ _____/m²
3. Cost for steam cleaning carpets \$ _____/m²
4. Cost for a cleaner to carry out cleaning as directed \$ _____/hour
5. Costs for a cleaner to pick up and empty the black mini-bins and blue recycling containers from individual office areas and empty them at the central recycling station \$ _____/hour

On-demand cleaning

1. Cost for steam cleaning a sofa \$ _____/unit
2. Cost for steam cleaning a chair without a back \$ _____/unit
3. Cost for steam cleaning a chair with a back \$ _____/unit
4. Cost for washing inside a refrigerator \$ _____/unit
5. Cost for washing inside a stove \$ _____/unit
6. Cost for washing inside a microwave \$ _____/unit

Post-construction cleaning

This work may include the following:

- a) Picking up garbage/removing material
- b) Dusting high/low areas
- c) Washing windows (interior)

- d) Washing or stripping and refinishing a floor
- e) Washing doors, walls, partitions
- f) Washing or dusting individual work stations
- g) Cleaning before a client moves into a building or space

1. Hourly rate \$ _____/hour

Miscellaneous work

This work may include the following:

- a) Moving furniture, cases, and objects.
- b) Cleaning or washing objects, vehicles, tools, and machines.
- c) Inventorying or listing objects, tools, and items in stock.
- d) Sorting objects, tools, and items in stock.

1. Hourly rate \$ _____/hour

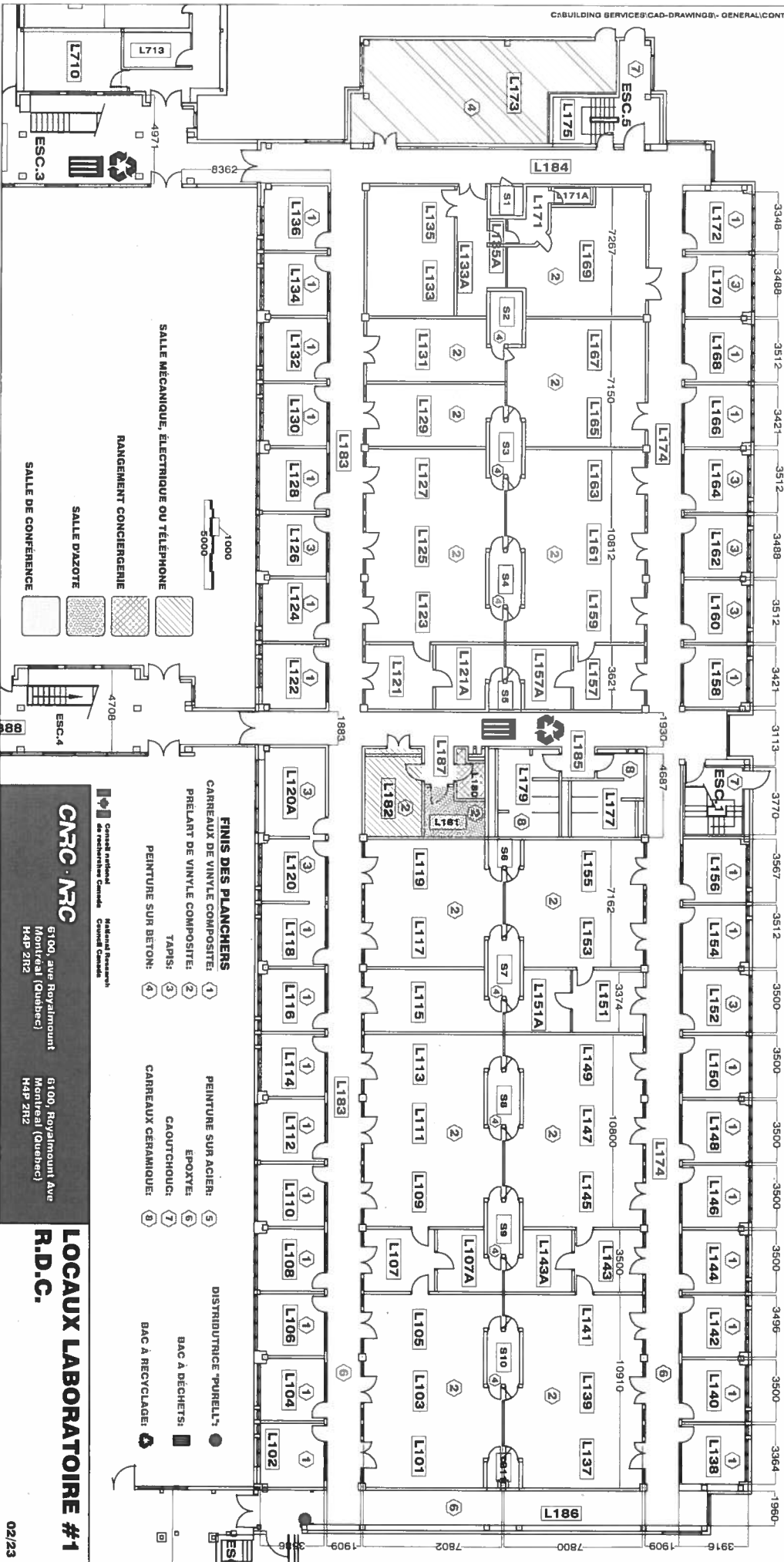
END OF SECTION 5

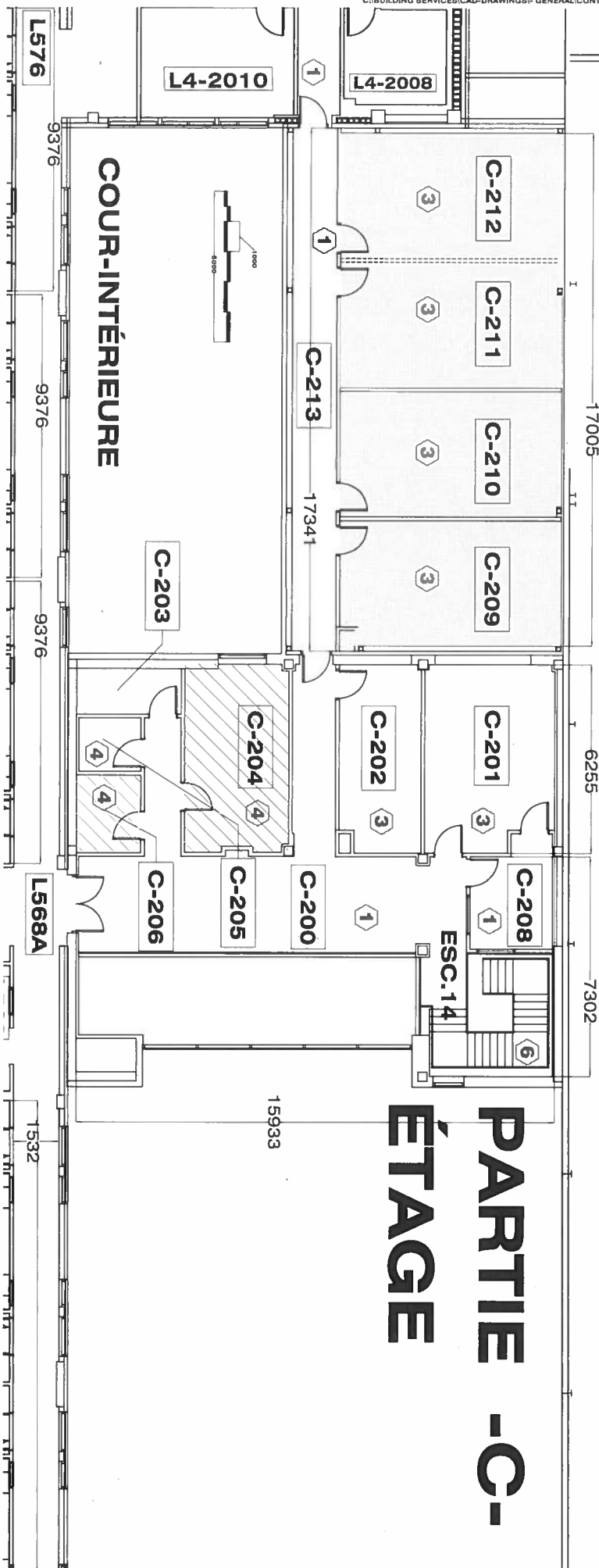
SECTION 6

KEY PLANS AND LIST OF SPACES

LABORATOIRE #1

R-D-C





FINIS DES PLANCHERS

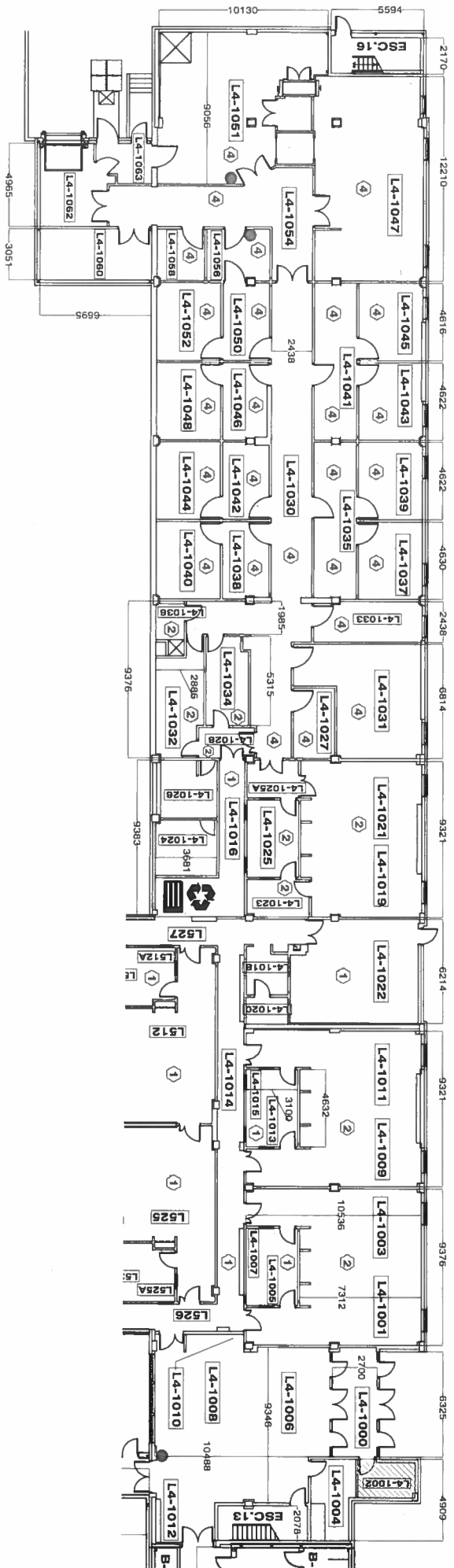
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| PRELART DE VINYLE COMPOSITE: (2) | EPOXYE: (6) | DAC A DECHETS: (■) |
| TAPIS: (3) | CAOUTCHOUC: (7) | Consolid national de recherches Canada National Research Council Canada |
| PEINTURE SUR BETON: (4) | CARREAUX CERAMIQUE: (8) | DAC A RECYCLAGE: (♻️) |
- SALLE MECANIQUE, ELECTRIQUE OU TELEPHONE: (▨)
- RANGEMENT CONCIERGE: (▩)
- SALLE D'AZOTE: (▧)
- SALLE DE CONFERENCE: (□)

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LOCAUX PARTIE "C" ÉTAGE
 20/23

LABORATOIRE #4 R-D-C



FINIS DES PLANCHERS

- | | | |
|--|--|---|
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|--|--|---|
-
- | | |
|--|--|
| <ul style="list-style-type: none"> 12 ELECTRIQUE OU TELEPHONE 13 RANGEMENT CONCIERGE 14 SALLE DIAZOTE 15 SALLE DE CONFERENCE | <ul style="list-style-type: none"> 16 SALLE MECANIQUE 17 SALLE MECANIQUE |
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CTR · **NRC**

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 Montreal (Quebec)

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6100, Royalmount Ave

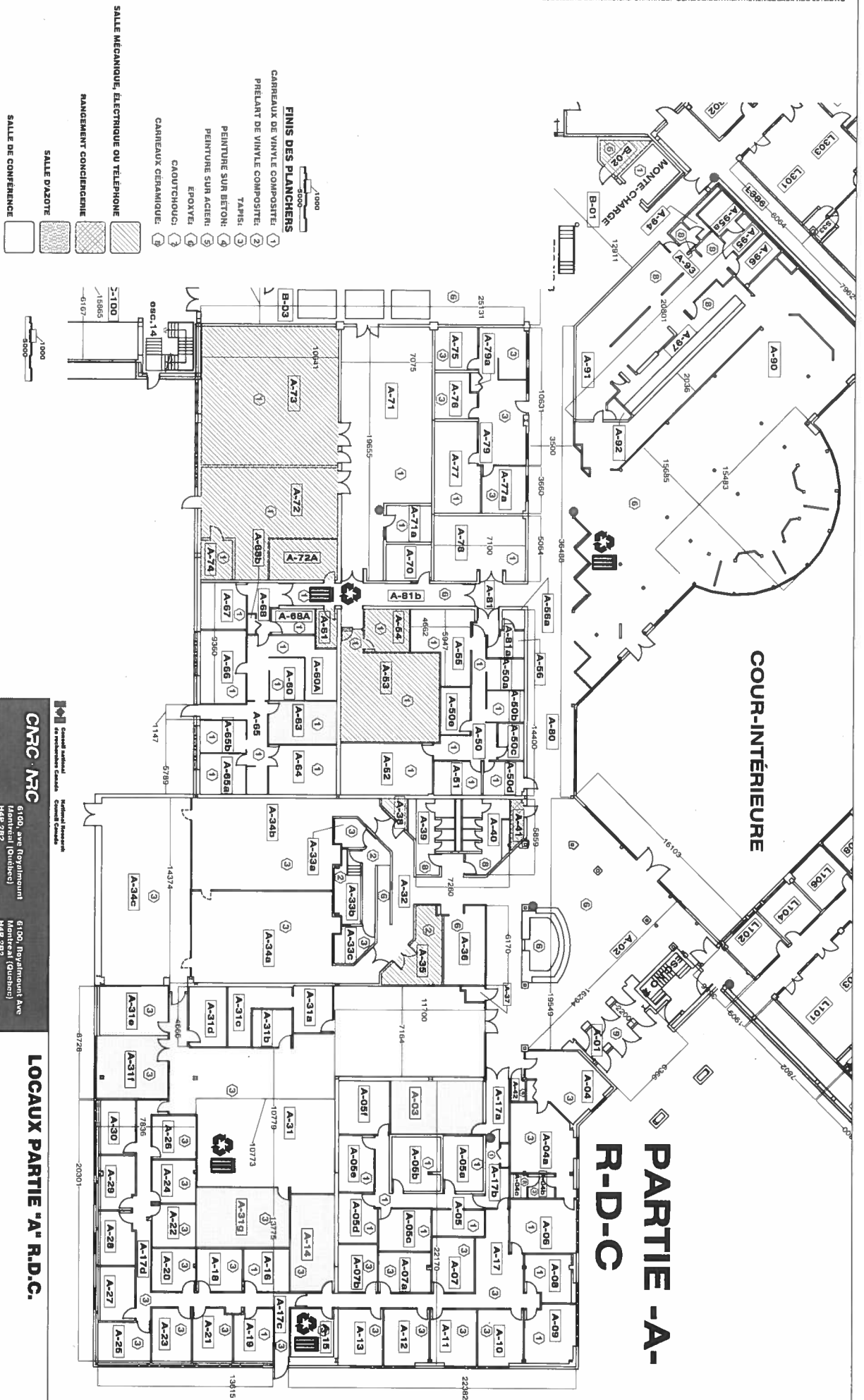
 Montreal (Quebec)

 H4P 2R2

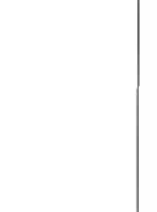
LOCAUX LABORATOIRE #4

R.D.C.

 05/23



- FINIS DES PLANCHERS**
- 1 CARREAUX DE VINYLE COMPOSITE:
 - 2 PRELART DE VINYLE COMPOSITE:
 - 3 TAPIS:
 - 4 PEINTURE SUR BETON:
 - 5 PEINTURE SUR ACIER:
 - 6 EPOXYE:
 - 7 CAOUTCHOUC:
 - 8 CARREAUX CERAMIQUE:
- SALLE MECANIQUE, ELECTRIQUE OU TELEPHONE**
- RANGEMENT GONCIEGEMERIE**
- SALLE D'AZOTE**
- SALLE DE CONFERENCE**

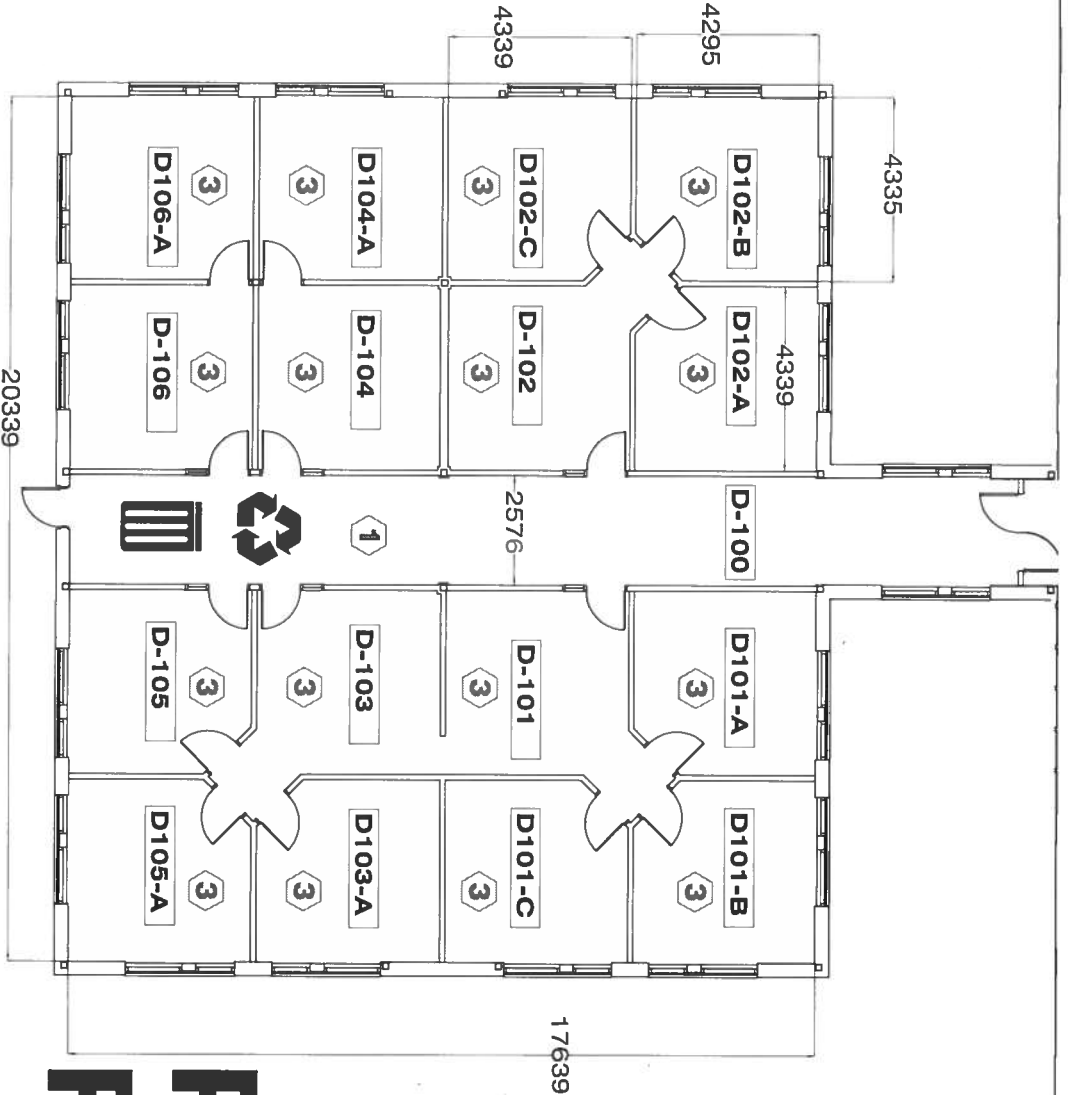


General Address
 Montreal, Quebec
CNRC / NRC
 6100, ave Royalmount
 Montreal (Quebec)
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National Research
 Council Canada
 6100, Royalmount Ave
 Montreal (Quebec)
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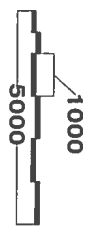
LOCALUX PARTIE 'A' R.D.C.

07/23



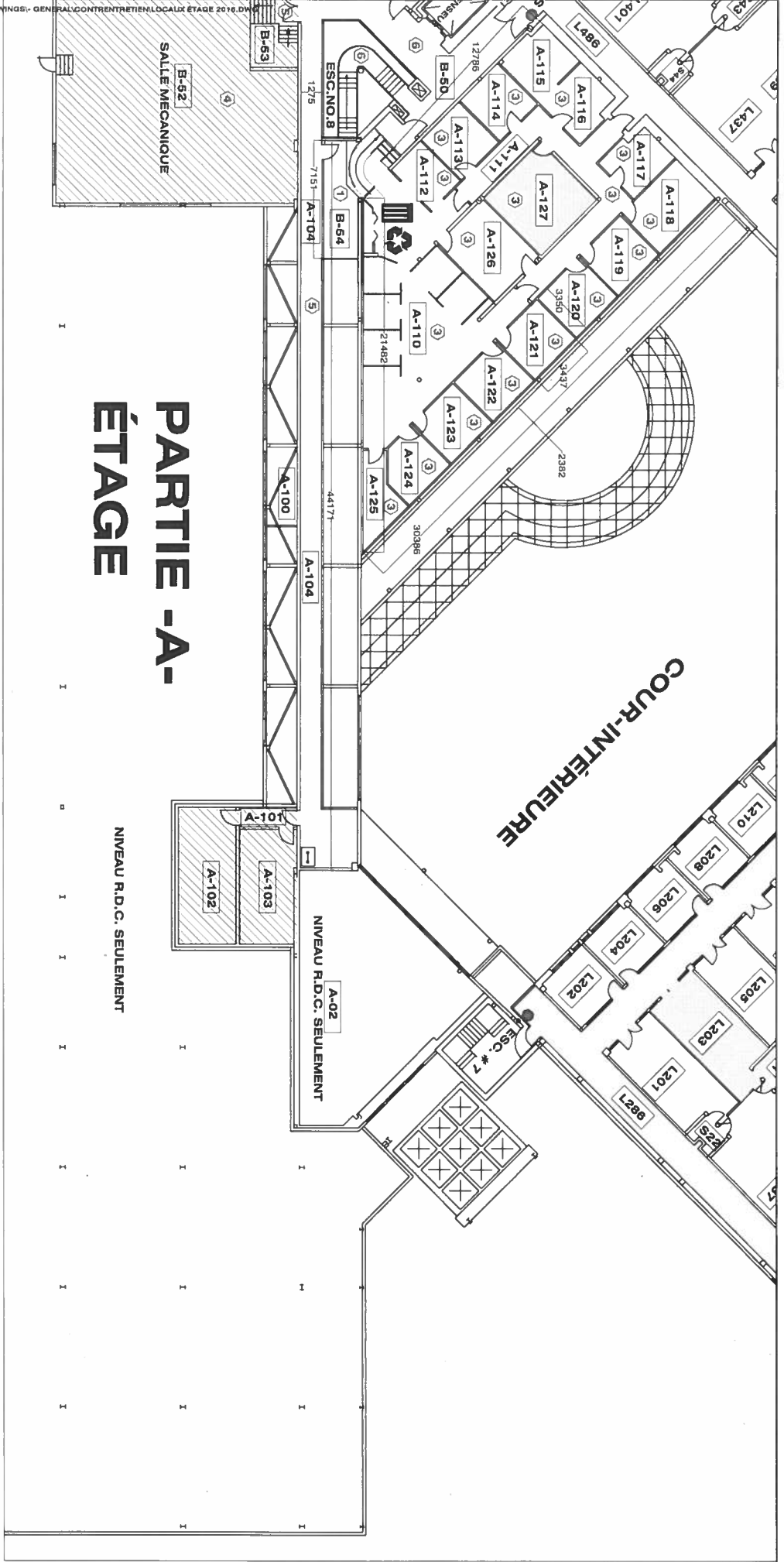
PARTIE -D- R-D-C

- FINIS DES PLANCHERS**
- 1 CARRELAUX DE VINYLE COMPOSITE
 - 2 PRELART DE VINYLE COMPOSITE
 - 3 TAPIS
 - 4 PEINTURE SUR BETON
 - 5 EPOXYE
 - 6 TERRAZO
 - 7 CAOUTCHOUC
 - 8 CARRELAUX CERAMIQUE
- SALLE MECANIQUE, ELECTRIQUE OU TELEPHONE
- RAMBERMENT CONCREEBRE
- SALLE D'AZOTE
- SALLE DE CONFERENCE




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 10/23



PARTIE -A- ÉTAGE

- FINIS DES PLANCHERS**
- 1 CARREAUX DE VINYLE COMPOSITE:
 - 2 PRELANT DE VINYLE COMPOSITE:
 - 3 TAPIS:
 - 4 PEINTURE SUR BETON:
 - 5 PEINTURE SUR ACIER:
 - 6 EPOXYE:
 - 7 CAOUTCHOUC:
 - 8 CARREAUX CERAMIQUE:
 - 9 BAC A RECYCLAGE:
- DISTRIBUTRICE "PURELL"**
-
- DAC A DECHETS:**
-
- SALLE MECANIQUE, ELECTRIQUE OU TELEPHONE**
- ▨
- RANGEMENT CONCIERGERIE**
- ▩
- SALLE D'AZOTE**
- ▧
- SALLE DE CONFERENCE**
-

MRC - CMRC

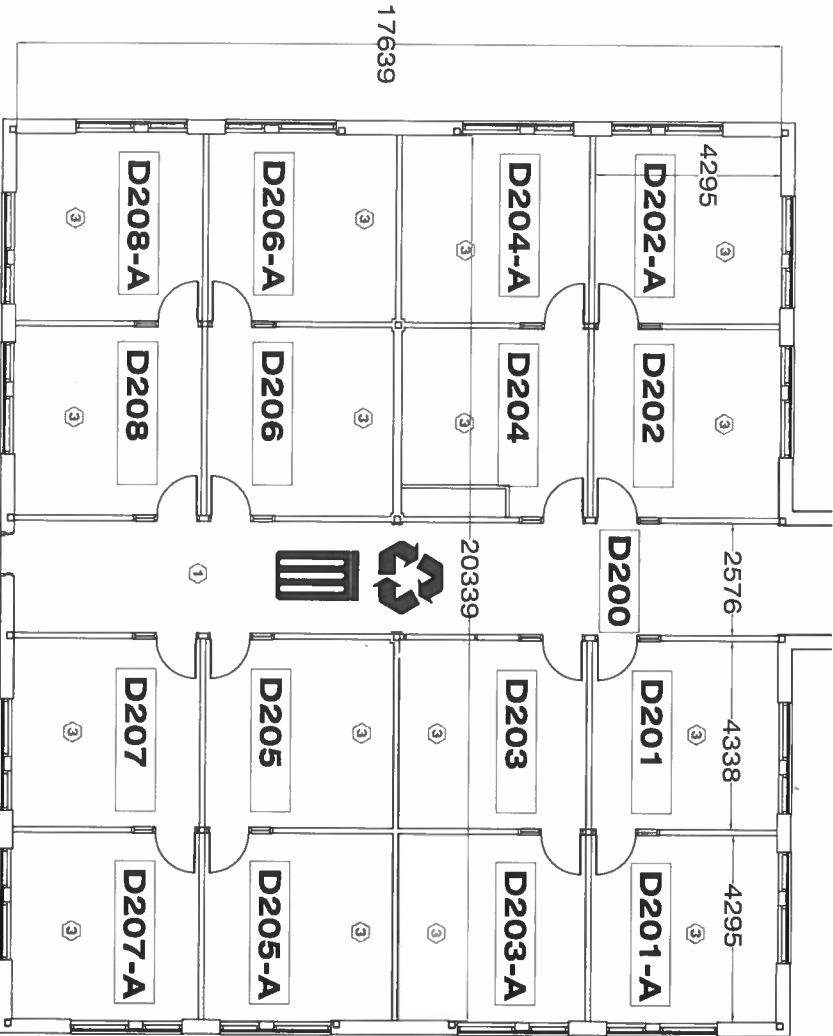
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Montreal (Quebec)
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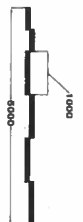
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de recherches Canada
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Council Canada

LOCALS PARTIE "A" ÉTAGE

18/23



PARTIE -D- ÉTAGE



- FINIS DES PLANCHERS**
- 1 CARRÉLUX DE VINYLE COMPOSITE
 - 2 PÉLANT DE VINYLE COMPOSITE
 - 3 PEINTURE SUR BÉTON
 - 4 TAPIS
- SALLE MÉCANIQUE, ÉLECTRIQUE OU TÉLÉPHONE**
- 5 RANGEMENT CONCRÈTE
- SALLE D'ACCORD**
- 6 PEINTURE SUR AGÈRE
 - 7 ÉPOXYE
 - 8 CADUCCHOU
 - 9 CARRÉLUX CÉRAMIQUE
- SALLE DE CONFÉRENCE**
- 10 DISTRIBUTEUR PURELUX
 - 11 BAC À DÉCHETS
 - 12 BAC À RECYCLAGE

NRC · CNRC

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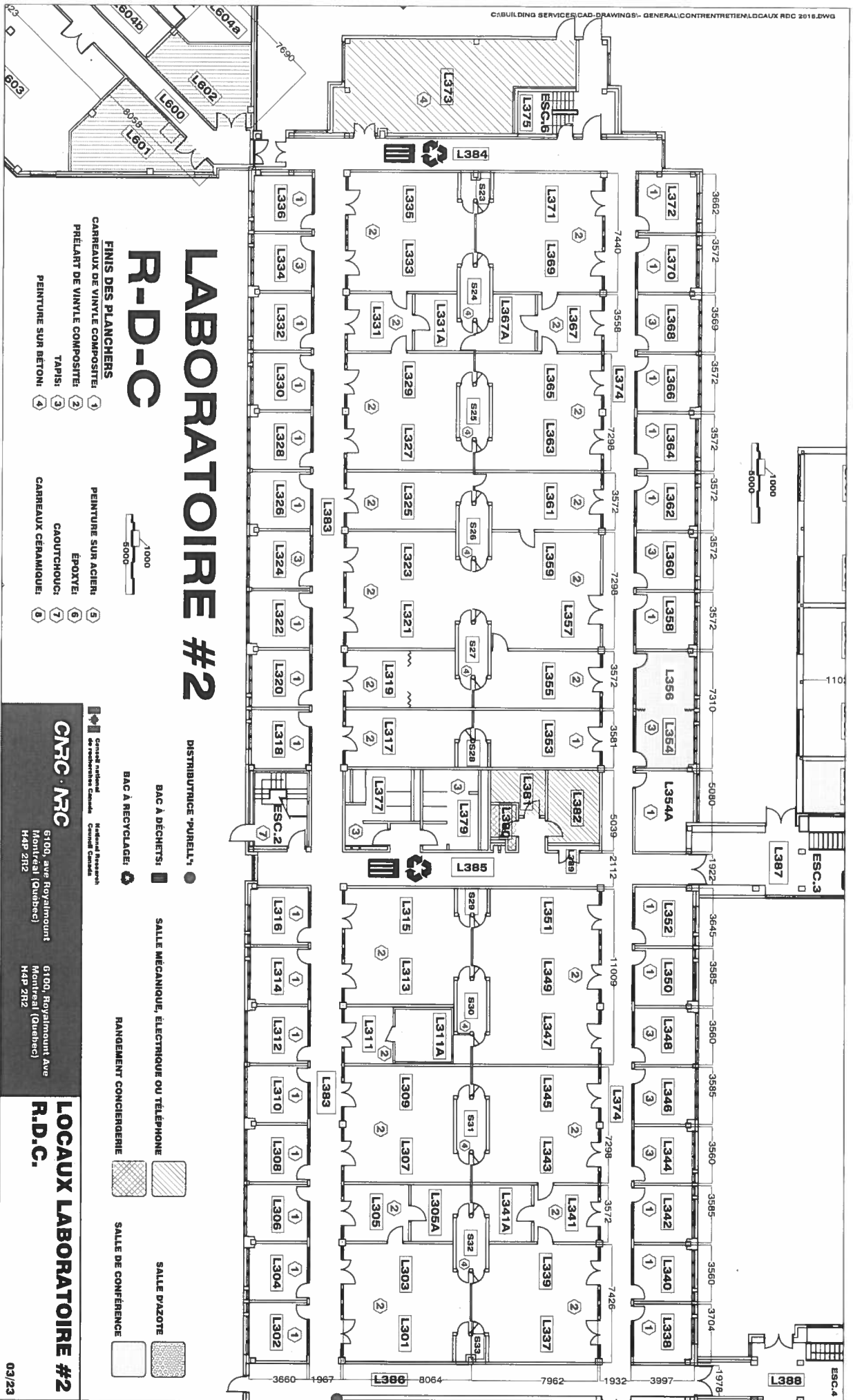
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LOCAUX PARTIE "D" ÉTAGE

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LABORATOIRE #2

R-D-C

- FINIS DES PLANCHERS**
- 1 CARREAUX DE VINYLE COMPOSITE
 - 2 PRÉLANT DE VINYLE COMPOSITE
 - 3 TAPIS
 - 4 PEINTURE SUR BETON
- PEINTURE SUR ACIER**
- 5 ÉPOXYE
 - 6 CAOUTCHOUC
 - 7 CAOUTCHOUC
 - 8 CARREAUX CÉRAMIQUES



DISTRIBUTEUR "PURELLY"

BAC À DÉCHETS

BAC À RECYCLAGE

SALLE MÉCANIQUE ÉLECTRIQUE OU TÉLÉPHONE

RANGEMENT CONCIERGE

SALLE D'AZOTE

SALLE DE CONFÉRENCE

Consulting Architectural Group
de planification Canada
General Contractor

CRIC - NRC

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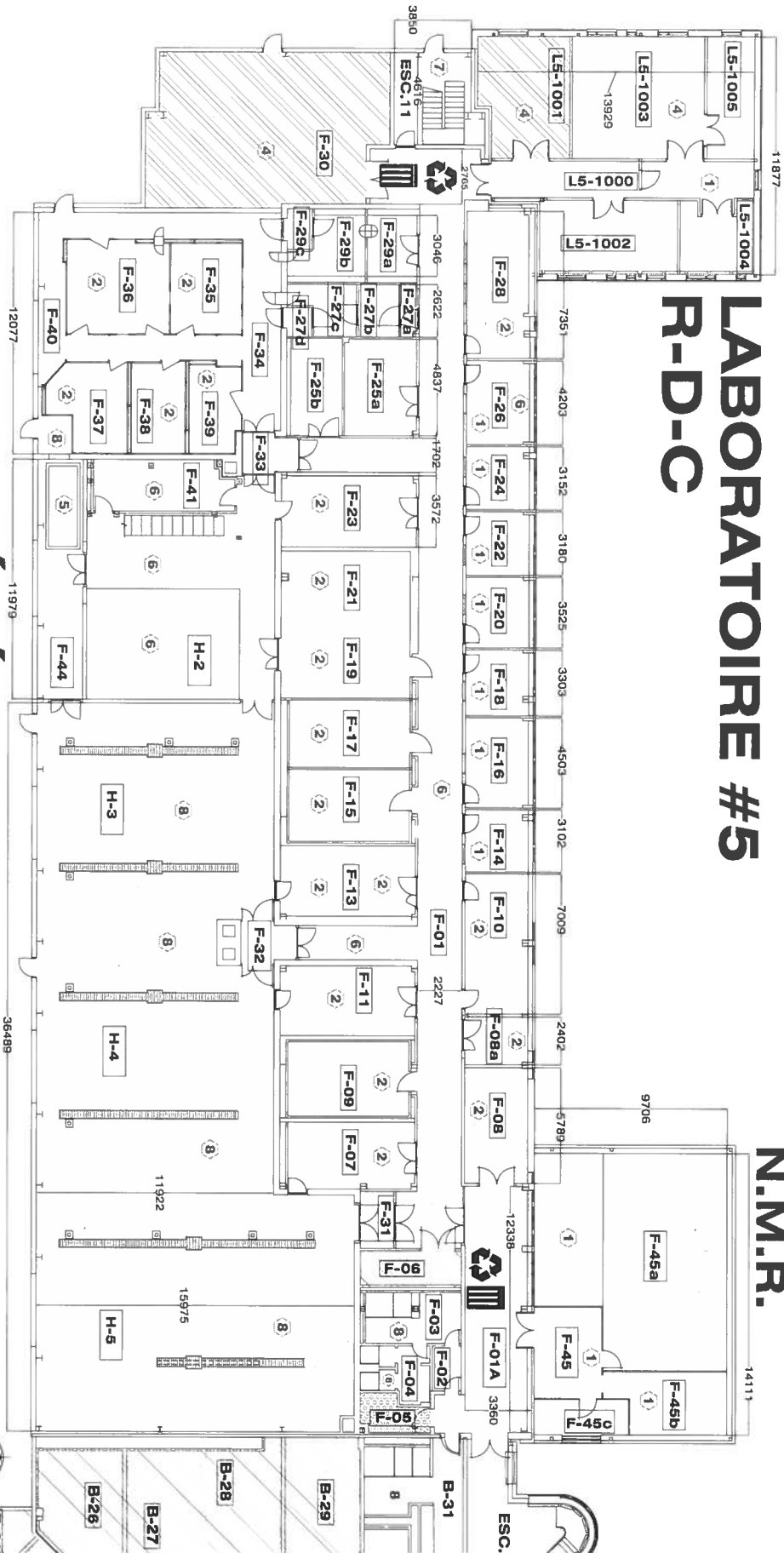
LOCAUX LABORATOIRE #2

6100, Royalmount Ave
Montréal (Québec)
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R.D.C.

LABORATOIRE #5 R-D-C

N.M.R.



BIO-PROCÉDÉ R-D-C

SALLE MÉCANIQUE, ÉLECTRIQUE OU TÉLÉPHONE
MANÈGEANT CONCOURS

SALLE PRÉSTO
SALLE DE CONFÉRENCE

FINIS DES PLANCHERS
CARRÉAUX DE VINYLE COMPOSITE
PRÉLANT DE VINYLE COMPOSITE
TAPIS
PEINTURE SUR BETON

PEINTURE SUR ACIER
ÉPOXY
CAOUTCHOUC
CARRÉAUX CÉRAMIQUES



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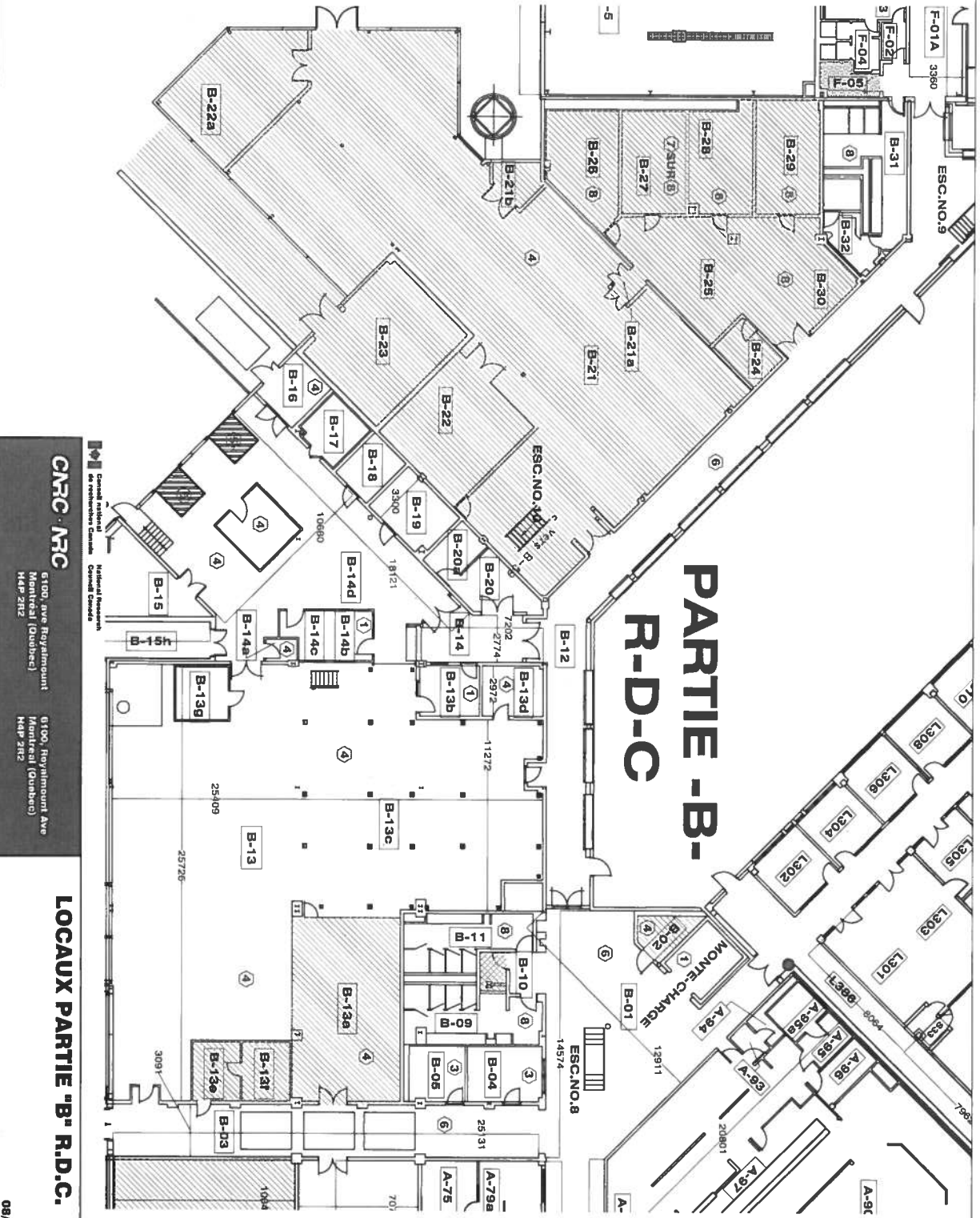
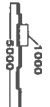
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Montréal (Québec)
H4P 2R2

**LOCAUX LABORATOIRE #5
& BIO-PROCÉDÉ R.D.C.**

06/23

- FINIS DES PLANCHERS**
- CARREAUX DE VINYLE COMPOSITE: ①
- PRELART DE VINYLE COMPOSITE: ②
- TAPIS: ③
- PEINTURE SUR BETON: ④
- PEINTURE SUR ACIER: ⑤
- EPOXYE: ⑥
- CADUTHOUC: ⑦
- CARREAUX CERAMIQUE: ⑧
- SALLE MECANIQUE, ELECTRIQUE OU TELEPHONE: ⑨
- RANGEMENT CONCIERGE: ⑩
- SALLE DAZOTE: ⑪
- SALLE DE CONFERENCE: ⑫

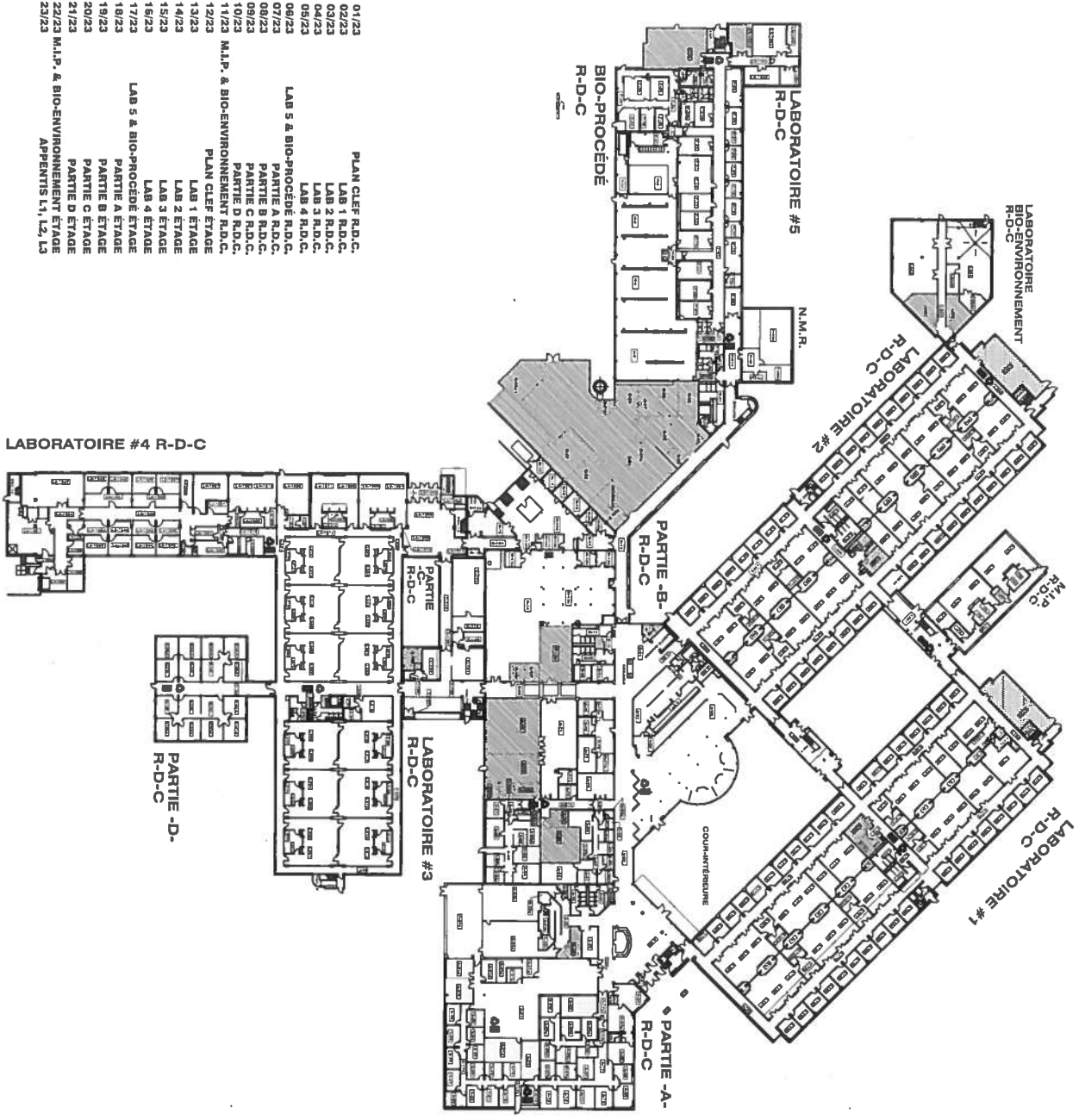


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Montreal (Quebec)
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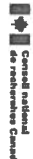

LOCAUX PARTIE 'B' R.D.C.

6100, Raymond Ave
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- 01/23 PLAN CLEF R.D.C.
- 02/23 LAB 1 R.D.C.
- 03/23 LAB 2 R.D.C.
- 04/23 LAB 3 R.D.C.
- 05/23 LAB 4 R.D.C.
- 06/23 LAB 5 & BIO-PROCÉDÉ R.D.C.
- 07/23 PARTIE A R.D.C.
- 08/23 PARTIE B R.D.C.
- 09/23 PARTIE C R.D.C.
- 10/23 PARTIE D R.D.C.
- 11/23 M.I.P. & BIO-ENVIRONNEMENT R.D.C.
- 12/23 PLAN CLEF ETAGE
- 13/23 LAB 1 ETAGE
- 14/23 LAB 2 ETAGE
- 15/23 LAB 3 ETAGE
- 16/23 LAB 4 ETAGE
- 17/23 LAB 5 & BIO-PROCÉDÉ ETAGE
- 18/23 PARTIE A ETAGE
- 19/23 PARTIE B ETAGE
- 20/23 PARTIE C ETAGE
- 21/23 PARTIE D ETAGE
- 22/23 M.I.P. & BIO-ENVIRONNEMENT ETAGE
- 23/23 APPENTIS L1, L2, L3

LABORATOIRE #4 R-D-C

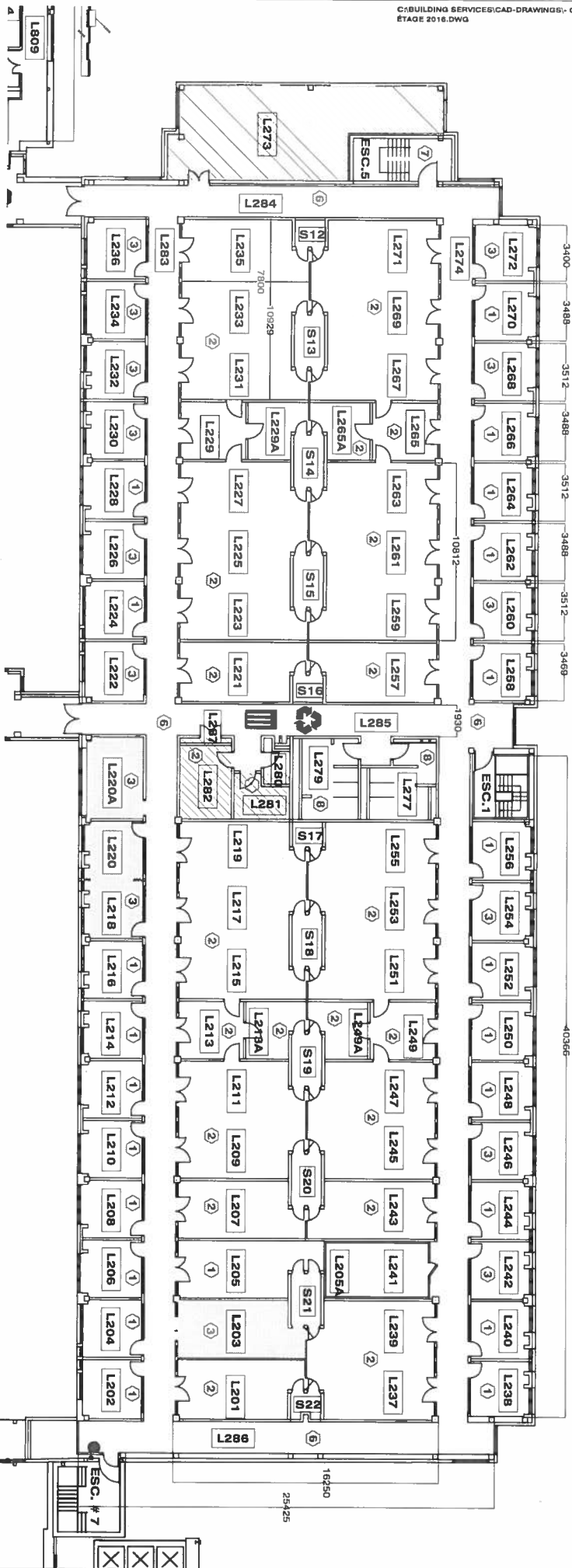

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LOGAUX R.D.C.
PLAN CLEF

LABORATOIRE #1

ÉTAGE



- CARRÉAUX DE VINYLE COMPOSITE: (1)
- PRELAIN DE VINYLE COMPOSITE: (2)
- TAPIS: (3)
- PEINTURE SUR BETON: (4)
- PEINTURE SUR ACIER: (5)
- EPOXYE: (6)
- CAOUTCHOUC: (7)
- CARRÉAUX CERAMIQUE: (8)
- DISTRIBUTEUR "PURELLI": (9)
- SAC À DÉCHETS: (10)
- DAC À RECYCLAGE: (11)

- SALLE MÉCANIQUE, ÉLECTRIQUE OU TÉLÉPHONE
- RANGEMENT CONCÉREME
- SALLE D'AZOTE
- SALLE DE CONFÉRENCE

COUR-INTÉRIEURE

MRC - CNRC

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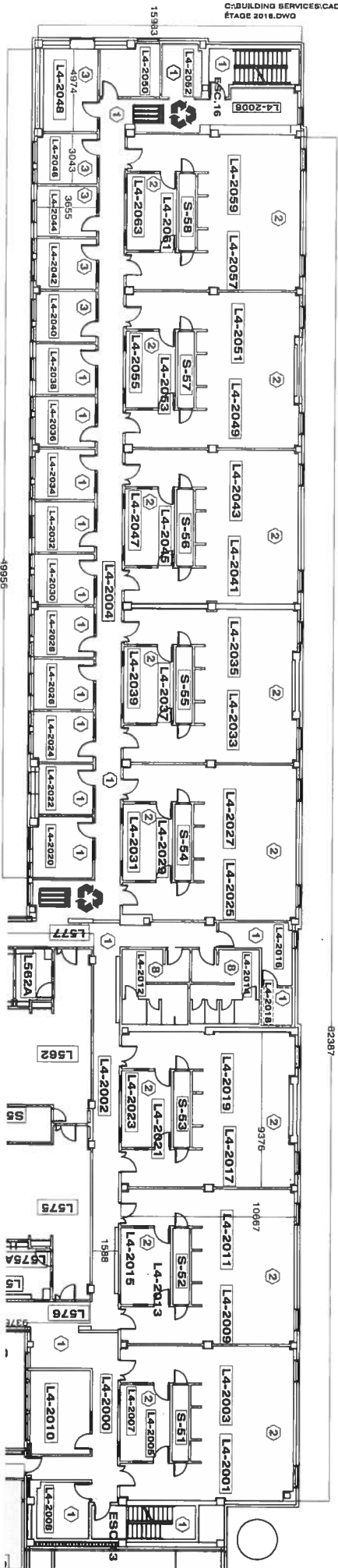
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LOCALS LABORATOIRE #1

ÉTAGE

13/23

LABORATOIRE #4 ÉTAGE



LABORATOIRE #4 ÉTAGE

FINIS DES PLANCHERS

- CARREAUX DE VINYLE COMPOSITE: ①
- PRÉLÉVAT DE VINYLE COMPOSITE: ②
- TAPIS: ③
- PEINTURE SUR BÉTON: ④

PEINTURE SUR ACIER:

- EPOXYE: ⑤
- CAOUTCHOUC: ⑦
- CARREAUX CÉRAMIQUE: ⑧

DISTRIBUTEUR "PURELL"

- BAC À DECHETS:
- BAC À RECYCLAGE:

SALLE D'AZOTE

SALLE DE CONFÉRENCE

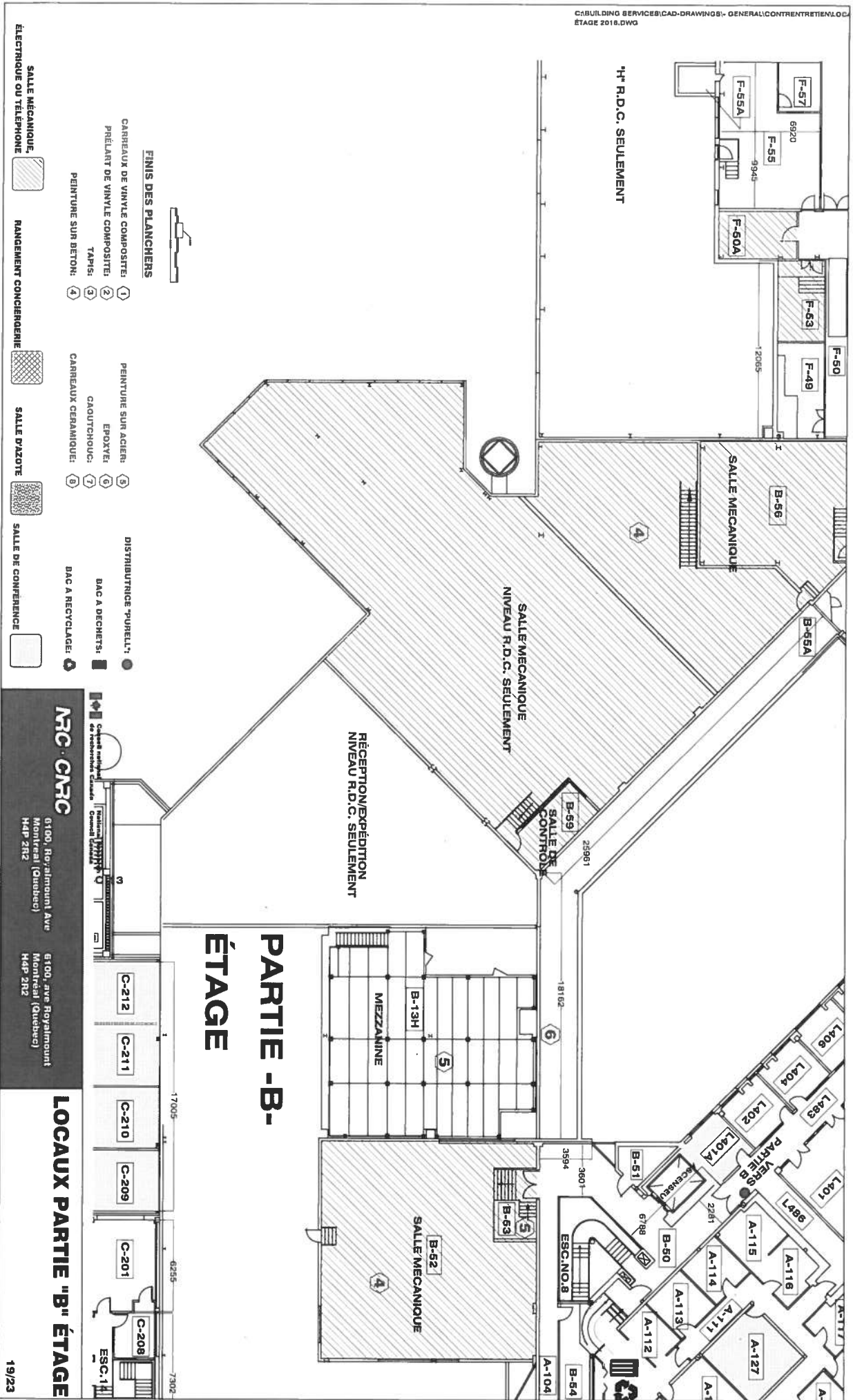
SALLE MÉCANIQUE,
ÉLECTRIQUE OU TÉLÉPHONE

RANGEMENT CONCESSIONNÉ

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LABORATOIRE #4
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LABORATOIRE #4
ÉTAGE



- FINIS DES PLANCHERS**
- 1 CARREAUX DE VINYLE COMPOSITE
 - 2 PRÉLANT DE VINYLE COMPOSITE
 - 3 TAPIS
 - 4 PEINTURE SUR BETON

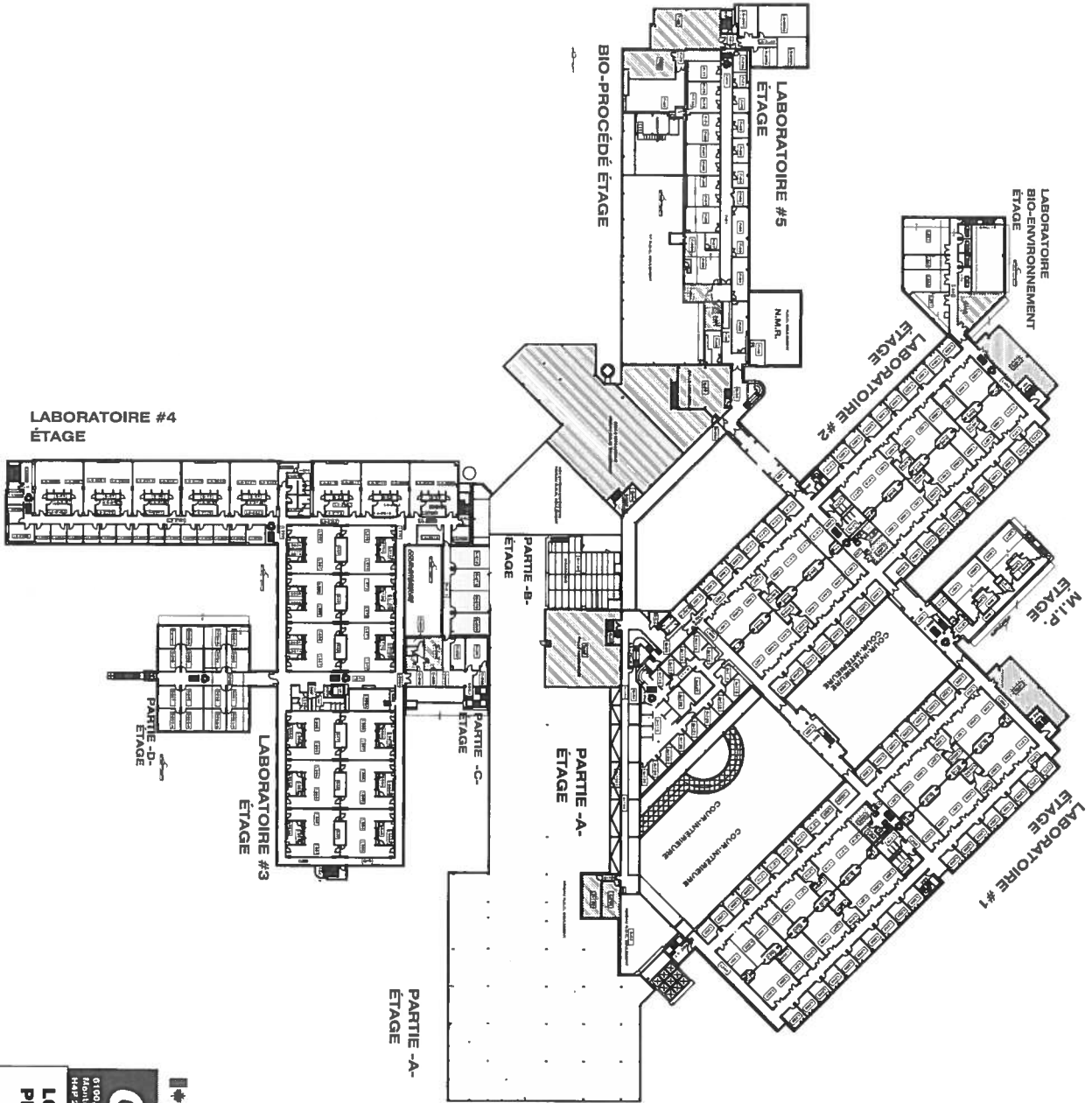
- 5 PEINTURE SUR ACIER
- 6 EPOXYE
- 7 CAOUTCHOUC
- 8 CARREAUX CERAMIQUE
- 9 BAC A RECYCLAGE


- 10 DISTRIBUTEUR "PURELL"®
- 11 BAC A DECHETS
- 12 RANGEMENT CONCERGERIE
- 13 SALLE D'AZOTE
- 14 SALLE DE CONFERENCE

MTC · GTRC
 6100, ave Royalmount
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 H4P 2R2

LOCAUX PARTIE "B" ÉTAGE

19/23





CNRC · NRC

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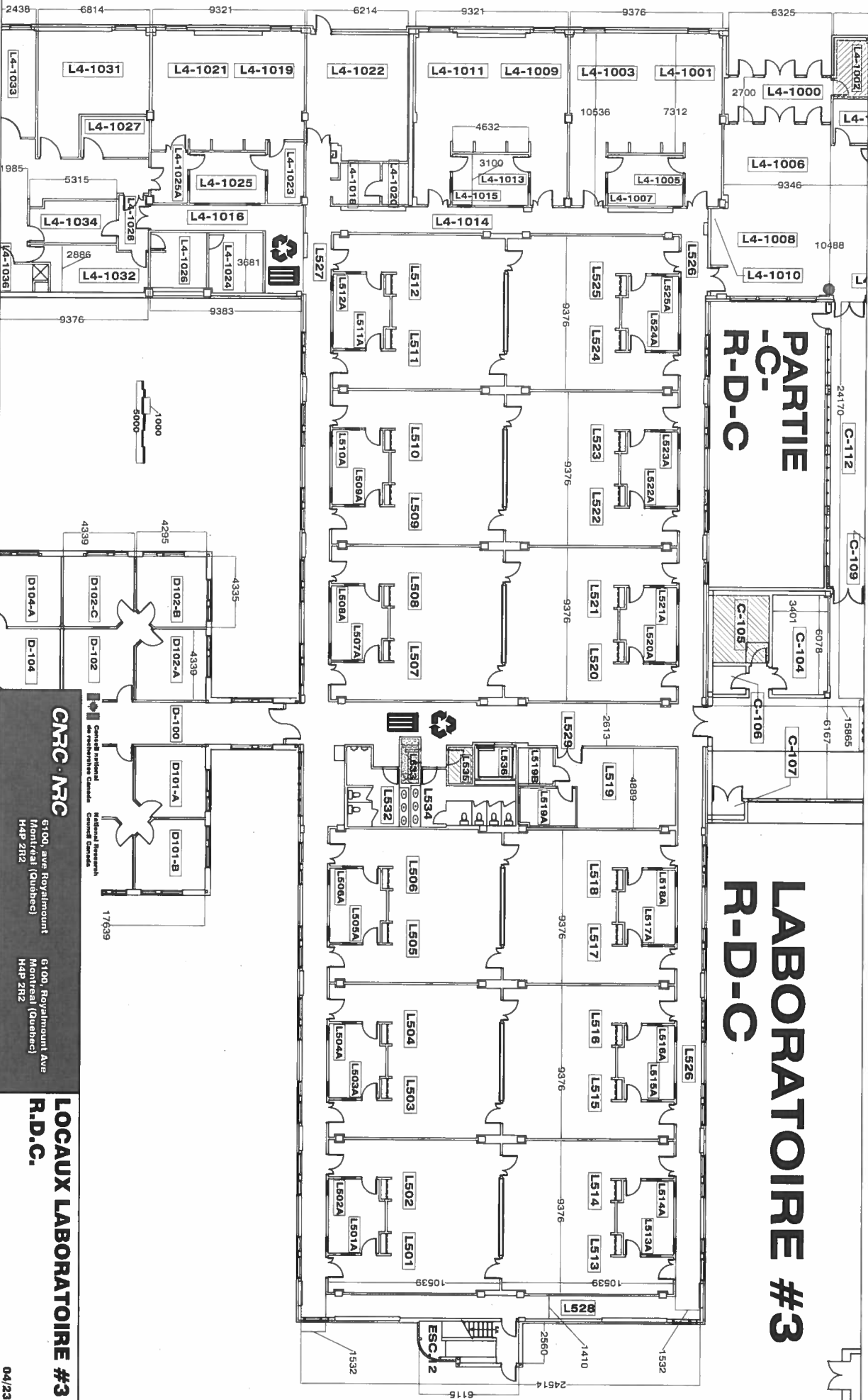
 6100, Royalmount Ave

 Montréal (Québec)

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LOCAUX ÉTAGE

PLAN CLEF



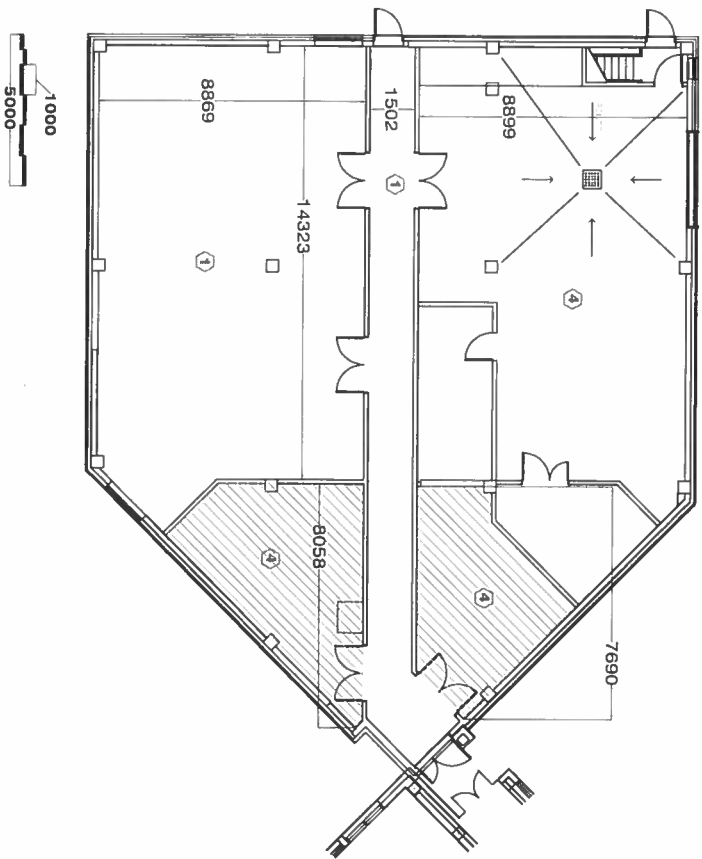
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 Montréal (Québec)
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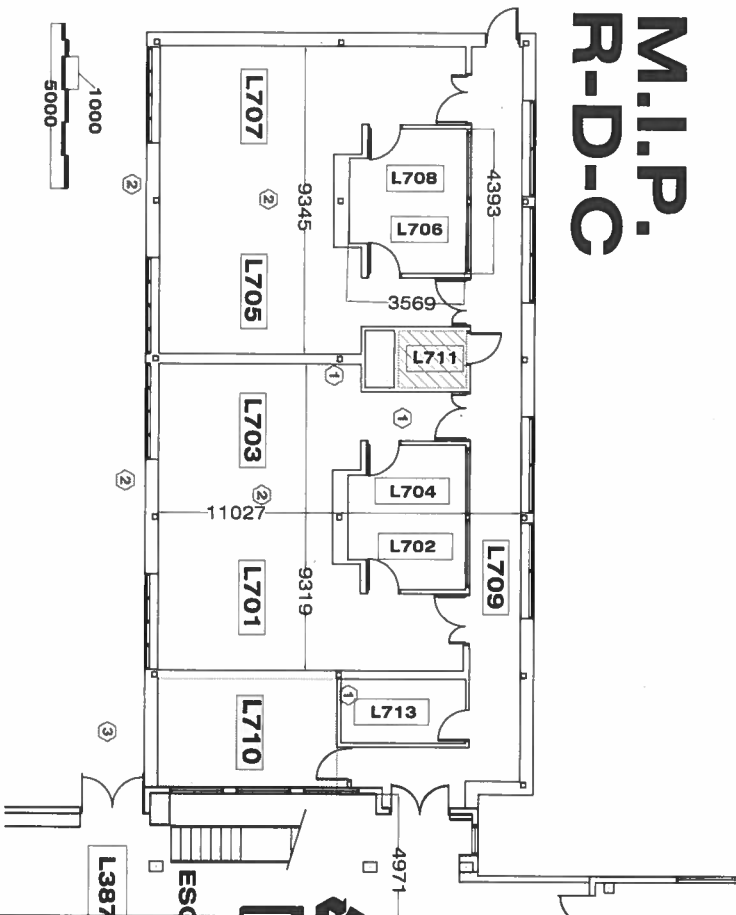
**LOCAUX LABORATOIRE #3
 R.D.C.**

LABORATOIRE BIO-ENVIRONNEMENT R-D-C



- FINIS DES PLANCHERS**
- CARRELAUX DE VINYLE COMPOSITE (1)
 - PINCLANT DE VINYLE COMPOSITE (2)
 - TARIS (3)
 - PEINTURE SUR STUCCO (4)
 - PEINTURE SUR ACIER (5)
 - EPoxy (6)
 - CADITRONIC (7)
 - CARRELAUX CERAMIQUE (8)
- SALLE RECEPTION, ELECTRIQUE OU TELEPHONE**
- MANAGEMENT COMPOSER**
- SALLE PRATIQUE**
- SALLE DE CONFERENCE**

M.I.P. R-D-C

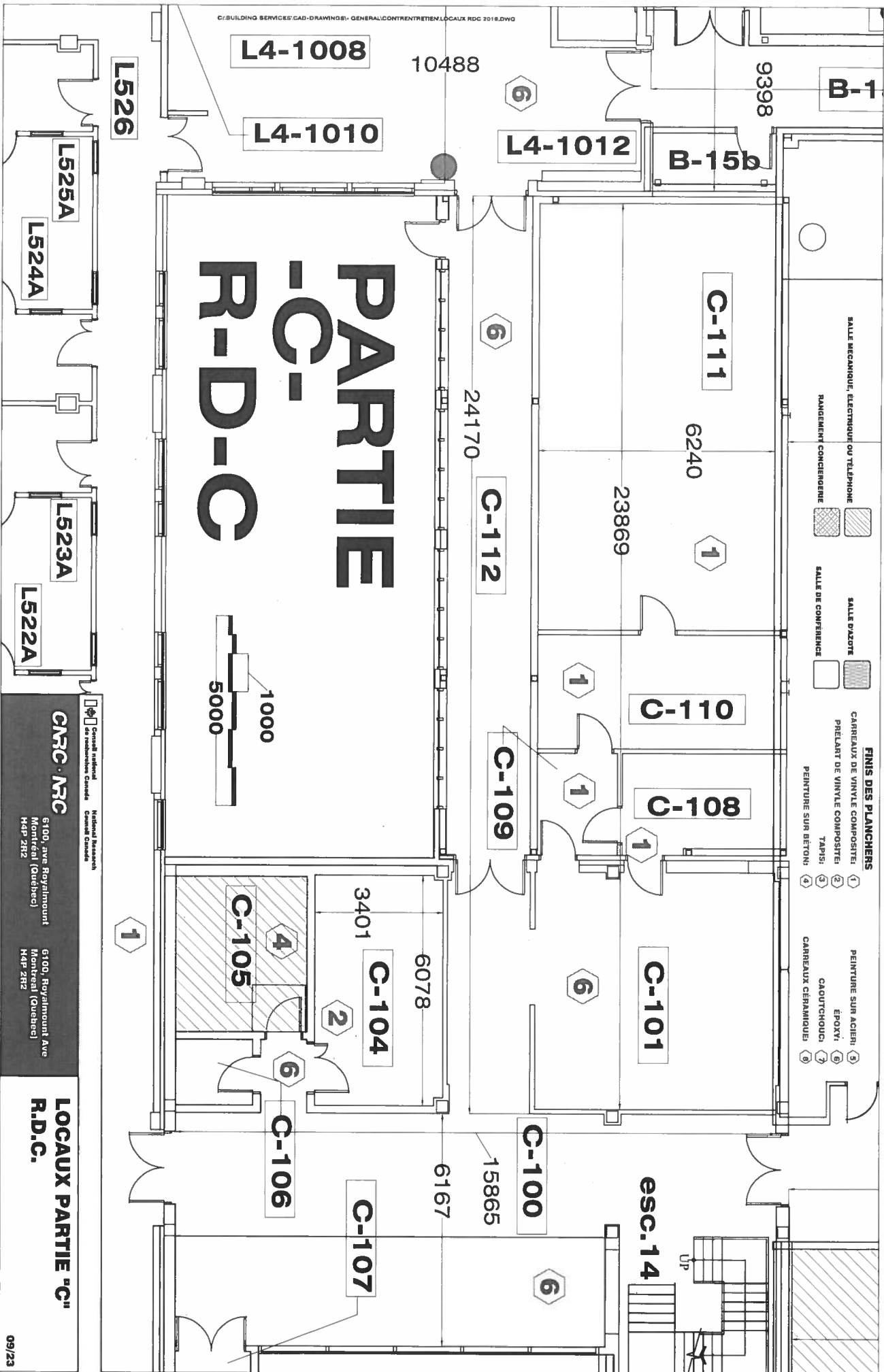


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Montreal (Quebec)
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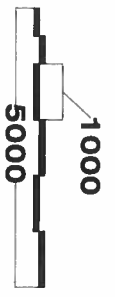
National Research
Council of Canada
6100, Royalmount Ave
Montreal (Quebec)
H4P 2R2

**LOCAUX "M.I.P." &
BIO-ENVIRONNEMENT R.D.C.**
11/23

PARTIE -C- R-D-C



- FINIS DES PLANCHERS**
- 1 CARREAUX DE VINYLE COMPOSITE
 - 2 PRELART DE VINYLE COMPOSITE
 - 3 TAPIS
 - 4 PEINTURE SUR BETON
 - 5 PEINTURE SUR ACIER
 - 6 ÉPOXY
 - 7 CAOUTCHOUC
 - 8 CARREAUX CÉRAMIQUES
- SALLE MECANIQUE, ELECTRIQUE OU TELEPHONE
RANGEMENT CONCIERGERIE
- SALLE D'AZOTE
SALLE DE CONFERENCE



CMFC · NRC
 6100, ave. Royallmunt
 Montréal (Québec)
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LOCAUX PARTIE "C"
 R.D.C.

09/23

APPENDIX B



ID	2035
Title	General Conditions - Services
Date	2011-05-16
Status	Active

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- 03 Status of the Contractor
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2035 01 (2008-05-12) Interpretation

In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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



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

2035 05 (2010-01-11) Subcontracts

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

2035 06 (2008-05-12) Specifications

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

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

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



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

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

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

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

2035 09 (2008-05-12) Excusable Delay

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

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

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.



4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
 - (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - (b) the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

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

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

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

2035 11 (2008-05-12) Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - (a) the date, the name and address of the client, item or reference numbers, deliverable and/or description of the Work, contract number, GST/HST number;



- (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - (c) deduction for holdback, if applicable;
 - (d) the extension of the totals, if applicable; and
 - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2035 12 (2010-08-16) Taxes

1. Municipal Taxes

Municipal Taxes do not apply.

2. Provincial Taxes

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



3. Changes to Taxes and Duties

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

4. GST or HST

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

5. Tax Withholding of 15 Percent

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

2035 13 (2010-01-11) Transportation Costs

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

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

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

2035 15 (2008-05-12) Payment Period

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



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

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

1. For the purpose of this section:

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

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

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

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

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

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

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

2035 18 (2008-05-12) Ownership

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



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

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

2035 19 (2008-05-12) Copyright

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

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

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

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

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

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

2035 21 (2008-05-12) Confidentiality

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



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

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

2035 22 (2008-05-12) Government Property

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



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

2035 23 (2008-05-12) Liability

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

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

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



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

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

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

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

2035 26 (2008-05-12) Assignment



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

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

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

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

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



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

4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
 - (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - (b) the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

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

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

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

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



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

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

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

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

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



2035 32 (2008-05-12) Notice

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

2035 33 (2008-05-12) Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

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

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

2035 35 (2008-05-12) Survival

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

2035 36 (2008-05-12) Severability



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

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

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

2035 38 (2008-12-12) Contingency Fees

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

2035 39 (2010-01-11) International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 29.

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

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

2035 41 (2008-05-12) Entire Agreement



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

Appendix "D"

STANDARD INSTRUCTIONS AND CONDITIONS:

(APPLICABLE TO BID SOLICITATION)

1. Submission of Bids

1.1 It is the Bidder's responsibility to:

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

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

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

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

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

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

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

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

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

2. Late Bids

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

3. Delayed Bids

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

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

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

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

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

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

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

4. Postage Meters

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

5. Responses Transmitted by Facsimile or Commercial Telegram

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

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

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

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

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

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

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

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

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

6. Customs Clearance

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

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

bid instructions_rfp.doc



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité unc / AS

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 CNRC	2. Branch or Directorate / Direction générale ou Direction MONTREAL - ROYALMOUNT
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
prestation de services de nettoyage d'immeubles (CNRC Montreal - Royalmount)

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: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>

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"/>



PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

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

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

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

INFORMATION TECHNOLOGY (IT) 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 UNCLAS

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

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

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

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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).



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité <i>UNCLAS</i>

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Sylvain Grenier		Title - Titre Chargé de projet	
		Signature <i>S. Grenier</i>	
Telephone No. - N° de téléphone 514 496 6201	Facsimile No. - N° de télécopieur 514 496 1928	E-mail address - Adresse courriel Sylvain.Grenier@cnrc-nrc.gc.ca	Date 2016-07-04
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre <i>Security in CONTRACTS</i>	
		Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone 613 993-8956	Facsimile No. - N° de télécopieur 613 990-0946	E-mail address - Adresse courriel CHARLOTE.CARRIER@CANADA.CA	Date 12 Jul 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?			
			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	
		Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	
		Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date