



**REQUEST FOR QUOTATION
DEMANDE DE SOUMISSION**

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

National Research Council Canada (NRC)
Finance and Procurement Services Branch - Direction
des services financiers et d'approvisionnement
1200 Montreal Road /1200 chemin Montréal
Building M-58/Édifice M-58
Ottawa, Ontario
K1A 0R6

Email : Steve.Cassidy@nrc-cnrc.gc.ca

Instructions: See Herein

Instructions: Voir aux présentes

Proposal To:

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

Proposition aux:

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



Title/Sujet Janitorial Services – Nanotechnology Research Centre (NANO)	
Solicitation No./N. de l'invitation 20-58011	Date June 19, 2020
Solicitation Closes/L'invitation prend fin at/à 14:00 on/le July 31, 2020	Time Zone/Fuseau Horaire EDT
Address Enquiries To/Adresser demandes de renseignements à : Steve Cassidy Telephone No./N. de téléphone : (613) 299-2722 Facsimile No./N. de télécopieur : (613) 998-5701	

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

JANITORIAL SERVICES

1.0 PRESENTATION OF PROPOSALS

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

2.0 SCOPE OF WORK

- 2.1 To provide professional services in accordance with the detailed Statement of Work attached as Appendix "A".

3.0 PERIOD OF CONTRACT

- 3.1 This Contract is for a three-year period plus two optional years as follows. NRC anticipates that the work will begin on Sept 1st 2020 and be completed by Aug 31, 2023 and is subject to satisfactory performance.
- 3.2 The Contractor shall grant to Canada an irrevocable option to extend the contract for up to (2) two additional one year periods subject to satisfactory performance. Canada may exercise this option at any time by sending a notice to the Contractor at least 30 calendar days prior to the Contract expiry date.

4.0 ENQUIRIES

- 4.1 If you require clarification regarding any aspect of this RFQ, address all queries to the Contracting Authority, identified below, at least five (5) working days before the closing date. All queries must be in writing and queries received less than five (5) working days prior to the closing date cannot be guaranteed a response. Information received verbally will not be binding upon the NRC.

Steve Cassidy
Contracting Authority, Procurement Services
National Research Council Canada
1200 Montreal Road, Bldg. M-22
Ottawa, Ontario K1A 0R6 Telephone: (613) 299-2722

Email: steve.cassidy@nrc-cnrc.gc.ca

- 4.2 To ensure the equality of information among Bidders, responses to general enquiries will be sent simultaneously to all bidders without identifying the source. All formal questions and answers will be distributed to all competing bidders unless such publication would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer distributed to all bidders.

- 4.3 Vendors who attempt to obtain information regarding any aspect of this RFQ during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).
- 4.4 It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFP.

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

- 5.1 Proposals must be emailed no later than **14:00 EDT, July 31, 2020**, to the following **Contracting Authority**:

Steve Cassidy
 Contracting Authority, Procurement Services
 National Research Council Canada
 1200 Montreal Road, Bldg. M-22
 Ottawa, Ontario K1A 0R6 Telephone: (613) 299-2722

Steve.Cassidy@nrc-cnrc.gc.ca

Proposals must not be sent directly to the Project Authority

- 5.2 Proposals must be delivered in a sealed envelope and the Bidder's name and RFP No. 17-22052 should be clearly indicated on the Proposal Envelope. It is the vendor's responsibility to obtain date and time stamped receipt signed by the receptionist as proof that NRC has received their proposal within the prescribed time limit. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
- 5.3 Bid submissions must be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) attached as **Appendix "E"**.
- 5.4 Due to the nature of this solicitation, NRC will not accept any proposal documents by facsimile.
- 5.5 NRC will not accept any proposal documents by electronic mail or on diskette.
- 5.6 Proposals received after the closing date will not be considered and will be returned to the sender. The sender has the sole responsibility for the timely dispatch and delivery of a proposal and cannot transfer such responsibility to the NRC. No supplementary information will be accepted after the closing deadline unless NRC requests a clarification.
- 5.7 All submitted proposals become the property NRC and will not be returned to the originator.

6.0 **MANDATORY REQUIREMENTS**

- 6.1 To be considered responsive, a proposal must meet all the mandatory evaluation criteria of this RFP.
- 6.2 The bidder must respond to each section and subsection within all Mandatory Requirements of this solicitation identified in **Appendix "B" - EVALUATION - PROCEDURES AND BASIS OF SELECTION**.

7.0 **COST PROPOSAL**

- 7.1 The cost proposal must be submitted as per the following:

- (i) **Completion of the Pricing Table provided at**

Appendix “C” – Basis of Payment.

(ii) Completion of Cost breakdown (bidder to provide list)

The cost breakdown must have sufficient structure to show how the total proposed cost was calculated. ***Bidders must demonstrate they are offering a financially viable proposal over the life of the contract (including option years)*** and their cost breakdown shall include the following elements:

- a) Labour. The number, classification and per diem and/or hourly rate for all assigned personnel(labourers, Supervisors, Managers). For each classification, the number of workdays should be defined.
- b) Supplies
- c) Equipment
- d) Overhead
- e) Travel
- f) Profit
- g) Other costs (explain)

7.2 GOODS AND SERVICES TAX (GST) and HARMONIZED SALES TAX (HST): The GST and HST, whichever is applicable, shall be considered an applicable tax for the purposes of this RFQ and extra to the price herein. The amount of GST or HST shall be disclosed and shown as a separate item.

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

8.0 MANDATORY BIDDERS MEETING

8.1 MANDATORY information session and site visit is scheduled for **July 8 commencing at 1:30 PM** at the National Research Council, **11421 Saskatchewan Drive**. Bidders who, for any reason, cannot attend the specified date and time will not be given an alternative appointment to view the Site and their bids therefore will be rejected as non-compliant. **NO EXECPTIONS WILL BE MADE.** Bidders may attend either day.

Bidders should advise the Contracting Authority steve.cassidy@nrc-cnrc.gc.ca by email of their intention to attend in advance of this meeting and the number of attendees planned.

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

9.0 CONDITIONS OF SUBMISSION

9.1 There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation. A contract will not necessarily be issued as a result

of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.

- 9.2 The method of selection will be best overall value as described in **Appendix “B”**.
- 9.3 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFQ.
- 9.4 Your proposal should contain the following statement:
- "We hereby certify that the price quote is not in excess of the lowest price charged anyone else, including our most favoured customer, for like services".
- 9.5 Any contract resulting from this invitation will be subject to the General Conditions 2010B (copy attached as **Appendix "D"**) and any other special conditions that may apply.

10.0 **OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY**

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

11.0 **CONFIDENTIALITY**

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

12.0 **CRIMINAL CODE OF CANADA**

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

ADDITIONAL CONTRACT CLAUSES

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

13.0 **T4-A SUPPLEMENTARY SLIPS**

- 13.1 Pursuant to paragraph 221(1)(d) of the Income Tax Act, payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4A Supplementary slip. To enable client departments and agencies to comply with this requirement, contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other identifying supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

14.0 **GOVERNMENT SMOKING POLICY**

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

15.0 ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT

- 15.1 Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Project Authority named herein. There will be however; no day-to-day supervision of the Contractor's activities nor control of the Contractor's hours of work by the Project Authority.
- 15.2 The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.

16.0 GENERAL CONDITIONS

- 16.1 The General Conditions 2010B are attached as **Appendix "D"** form part of this Contract.

17.0 PERFORMANCE

- 17.1 Performance Report: The quality of the Contractor's performance will be assessed through the Site Authority's inspections in conjunction with the terms, conditions and specifications of the Cleaning Standards in conjunction with the Cleaning Schedules. The Site Authority has the authority to conduct unscheduled inspections at his/her discretion.
- 17.2. **In the event that the Contractor fails to perform any of the work in accordance with the specifications, the Site Authority will require, within 48 hours, a written response outlining corrective action taken which shall be submitted to the Site Authority and NRC.**
- 17.3 Penalty: Failure to Rectify: When the contractor fails to perform any aspect of the service and, if after verbal and written notification by NRC this failure isn't corrected within 48 hours of notification, or if the same complaint is made twice or more within a period of 30 days, the contractor agrees to pay Her Majesty 10% of the monthly rate for service. The aforesaid amount is agreed to be a fair and reasonable estimate of such damages or loss.
- 17.4 Contractors are advised that the performance remedy WILL be enforced without exception. The following shall constitute proof of failure to provide the level of service defined and will be cause for termination of the contract:
- a) The necessity to file a written notice of failure to perform on more than 3 occasions during the period of the contract; or
 - b) The necessity to apply liquidated damages more than twice during the period of the contract.

18.0 PROGRESS REPORT

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

19.0 ADDITIONAL WORK

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

20.0 STAFFING REQUIREMENTS

- 20.1 The Contractor shall ensure that the staffing requirements are met throughout the life of the contract.

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

21.1 The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfillment of the Standing Offer, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to

Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

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

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

23.0 **REPLACEMENT OF PERSONNEL**

23.1 The Contractor shall provide the services of those person(s) named in its proposal, and any additional employees necessary to perform the Work and provide the services required under this Contract, unless the Contractor is unable to do so for reasons beyond the control of the Contractor. Should the Contractor, at any time, be unable to provide the employees named above, the Contractor shall be responsible for providing replacements who shall be of similar ability and attainment and who shall be acceptable to the Site Authority and the Contracting Officer. In such cases, the Contractor shall notify in writing, both the Site Authority and the Contracting Officer and provide:

- i. the reason for the removal of the named employee(s) from the Work;
- ii. the name of the proposed replacement(s);
- iii. an outline of the qualifications and experience of the candidate(s); and
- iv. accepted security clearance certification(s) as applicable.

Such notice shall be sent at least thirty (30) days in advance of the date on which any replacement is to commence work. Any change to the terms and conditions of the contract which results from a replacement of personnel shall be effected by a contract amendment.

24.0 **COMMUNICATION**

24.1 Contractor's employees must have a working knowledge of the English language, both oral and written. This is essential as staff is required to fully comprehend WHMIS, Safety SOP's, fire orders, and interaction with NRC Victoria staff.

24.2 Notwithstanding the foregoing, the Contractor is required to perform the Work and provide the services in accordance with the terms of the contract.

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

25.1. It is a term of the contract that:

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

26.0 **FORMER PUBLIC SERVANT**

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

26.2 Definitions

For the purposes of this clause,

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

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

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

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

26.3 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **Yes** () **No** ()

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

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

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

26.5 Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Offeror must provide the following information:

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

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

27.0 **OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)**

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

28.0 **SECURITY LEVEL**

- 28.1 Prior to the performance of the obligations under this contract, all personnel that will be involved with the project must be cleared to the security level of **Reliability Status** as defined in the security policy of Canada.
- 28.2 Any Contract resulting from this invitation will be subject to the Security Requirements Check List (SRCL), form TBS/SCT 350-103, attached at **Appendix "F"**.
- 28.3 The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid security level clearance as identified in the Security Requirement Checklist (SRCL) Part A, Part B and Part C, as applicable, attached hereto at **Appendix "F"** and forming part of the contract.

29.0 **LICENSING**

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

30.0 **SITE REGULATIONS**

30.1 The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

31.0 **SAFETY REGULATIONS AND LABOUR CODES**

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

32.0 **WORKERS COMPENSATION**

32.1 It is mandatory that all persons performing the work be covered under the applicable worker's compensation legislation provided for the benefits of injured employees.

33.0 **ATTACHMENTS**

Appendix "A" – Statement of Work

Appendix "B" – Evaluation - General Instructions & Basis of Selection

Appendix "C" – Basis of Payment

Appendix "D" – General Conditions 2010B

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

Appendix "F" – Security Requirements Check List

Appendix "G" – Janitorial Check list and Log set (**to be provided at Site Visit**)

Part 1 Copy of Cleaner Deficiency and Project Work Log

Part 2 Copy of Cleaner Attendance Log

Appendix "H" – Site Floor Plans (**to be provided at Site Visit**)

APPENDIX “A” – STATEMENT OF WORK for Janitorial Services

Specification - Section 1 - General Requirements for

1. NRC Representative

.1 The National Research Council's (hereinafter referred to as NRC) Departmental Representative (DR) in conjunction with this work is the Site Operations Supervisor (SOS) for Real Property Planning and Management at The Nanotechnology Research Centre (NANO) or their designate.

2. Schedule of Operations

.1 Within three (3) weeks of award of contract, the Contractor shall submit to NRC's representative for approval a Schedule of Operation which clearly indicates all special and periodic cleaning operations, daily, weekly, bi-weekly, and those with a frequency of more than 2 weeks. (I.e. monthly, quarterly semi-annually, annually).

.2 The Schedule of Operations shall also indicate the planned time of execution for each special and periodic cleaning operation. Such operations shall be spaced apart in equal time increments unless otherwise stipulated by the Specification. The schedule shall cover a full one year contract period.

.3 Upon approval of the Schedule of Operations, subject to changes requested by NRC's representative to meet the Institute's operational requirements, the Contractor shall abide by this schedule, using it as a check list and entering the date when each periodic operation has been completed. A copy of the updated schedule shall be submitted to the NRC representative at the end of each month indicating where project work has been completed. The contractor will contact the Site Authority or their representative a minimum 5 days prior to executing the work to confirm the schedule.

3. Staffing

.1 The contractor shall determine the number of staff and hours required to provide the cleaning services specified but a minimum of 2 staff are required on site at all times.

.2 The supervisor cleaner employed by the Contractor at NANO and completing daily cleaning activities must have the authority to receive and carry out contract relevant instructions given by NRC's representative, whether or not this involves minor changes to the specification.

.3 One of the Contractor's full time cleaners at NANO shall have a Supervisor or Lead function, with the ability to communicate effectively in the English language, both orally and in writing. Under normal conditions, NRC's representative or their designate will communicate with the contractor site supervisor with respect to the work requirements of this specification.

.4 The Site Supervisor is to maintain frequent liaison with the Project Authority or his delegate to ensure potential issues are quickly identified and resolved.

.4 In the event that the NRC representative or his designate is not satisfied with the performance under this contract, the Contractor shall dispatch upon request a representative with the appropriate authority to ensure that the requirements of this specifications are met.

.5 If an employee of the Contractor does not work his or her full shift for whatever reason, the Contractor shall provide immediately a suitable temporary replacement. Replacements must be security cleared and on the approved employee list.

4. Inspection and Quality Assurance

.1 Self Performance Inspections - The contractor will supervise the performance of their staff in accordance with these specifications and standards. The contractor will perform regular inspections of their staffs work with the Project Authority, frequency to be determined (based on performance) by the Project Authority or their designate but initially a minimum once every two weeks and record the results on their form. Inspections should cover different areas to ensure a consistent level of performance according to the standards and frequencies set in sections 2 and 3. Completed forms to be submitted to the Project Authority or their designate upon completion for comparison to periodic inspections completed by NRC, and by the University of Alberta on floors 5 and 6. NRC will complete routine and random spot inspections. Any deficiencies shall be corrected within 24 hrs. - 4 working days. Any deficiency deemed urgent by project Authority shall be corrected immediately.

.2 If the work does not meet the requirements of this specification, the Contractor's supervisor on site will be informed by NRC's representative and the Contractor shall respond to any deficiencies immediately and rectify

within a maximum of 3 days.

.3 **General deficiencies or special requests** will also be reported to the contractor staff via a special request/deficiency log book. The contractor's staff shall check this log book daily during sign in and upon action/correction they shall note who completed the work and the date.

.4 Additional meetings may be convened with the Contractor and the Project Authority to solve ongoing issues or concerns.

5. Materials & WHMIS

.1 The Contractor shall use environmentally preferred materials.

.2 The Contractor shall furnish a complete written material list that includes statement of the origin, composition and/or manufacturer of any or all materials used in the work. The Contractor may be required to provide samples of materials from their stock for testing purposes. It is the intent of this contract to use environmentally friendly products and materials..3 The Contractor shall provide NRC's representative with Material Safety Data Sheets (MSDS) in compliance with WHMIS regulations or any material labeled as potentially hazardous which is brought into the building by the Contractor. NRC may refuse entry of such material without provision of appropriate MSDS sheets. MSDS sheets shall be prominently displayed in janitor rooms where such material is stored by the Contractor.

6. Environmental

.1 Contractor shall include their companies' environmental policy with their tender. This policy should include processes for cleaning material disposal, types of products, certifications and their Risk Management Plan etc. This item will be a consideration in tender evaluations. Should situations arise where more chemically intense cleaning materials are required, it should only be the anomaly and the contractor shall first obtain written approval from the site authority before using any materials not meeting the environmental requirements?

7. Safety

.1 The Contractor shall comply with all safety measures and regulations respecting personnel and hazards as stipulated by NRC, National and Provincial laws and codes, and prescribed by the authorities having jurisdiction concerning the equipment, work habits and procedures, including safety training of the Contractor's staff. Contractor must provide proof of staff WHMIS training in their tender submission.

.2 The Contractor shall ensure that all equipment used to perform the work is in a state of good repair. NRC reserves the right to have equipment judged to be unsafe, not suitable or defective, taken out of service. The Contractor is responsible to provide suitable replacement equipment on the same day. Contractor to supply and display appropriated warning signage as required.

.3 The Contractor is hereby made aware that due to the nature of the research work performed at NANO, chemical or physical hazards exist in the building. **It is therefore of prime importance that the Contractor's staff must be able to communicate fluently in English (both written and spoken) with NRC and Security staff, so that related signage, instructions concerning daily operations and announcements in day-to-day and emergency situations will be immediately understood and appropriately responded to.**

.4 NRC will endeavor not to expose Contractor staff to direct personal harm; however, the Contractor's staff must exercise extra caution in areas with potential hazards and have to be cognizant of changing conditions. Certain high risk areas will be excluded from the scope of work (see attached floor plans, section 5), in other areas cleaning operations will be restricted and are subject to prior scheduling with the cleaning supervisor on site. The contractor and their staff assigned to work on the site will be required to participate in a Hazard ID and Orientation and sign off on this process.

.5 The Contractor is hereby instructed that the buildings smoke detectors are extremely dust sensitive. Therefore, extra care shall be exercised by the Contractor's staff not to cause dust when working in such areas. Sweeping must be done carefully, preferably by antistatic mop, or must be substituted by vacuuming, so that no false alarms are caused.

.6 In the event of ringing fire alarm bells, the Contractor's staff shall evacuate the building immediately via designated emergency exit routes. The Contractor's staff shall then proceed to the Muster area in the North area green space and report to the on-scene controller to be accounted for by HAA emergency personnel and to receive further instructions.

.7 **Absolutely NO SMOKING allowed in or within 10m of entryways and air intakes at NANO.** Any Contractor staff found to contravene this policy will be permanently barred from the site and the contractor must replace this position immediately with an approved replacement.

.8 Buddy System. Contractor is to determine and fill with the number of staff required to complete the work however a minimum of two staff are required on site at all times, the contractor shall arrange their staff's work such that they are able to check on each other throughout the work period and prior to leaving the

site.

.9 No access to any building roofs permitted what so ever.

8. Security

.1 All individuals working on this site must hold an NRC issued Gov't of Canada Security Clearance. (Reliability Status)

.2 The Contractor must fully comply with security requirements which are in effect in the buildings. This includes obtaining and wearing of picture security ID cards at all times (provided by NRC), the protection of keys and access cards/codes issued to the cleaning staff.

.3 The Contractor shall, at the request of NRC, remove from the work site any employee who, in the opinion of NRC, is incompetent, is considered a safety or security risk or has displayed improper conduct on site. The Contractor shall replace such staff immediately with acceptable substitutes who have appropriate security clearances.

.4 Refer to bid package for additional detailed security requirements and copies of the required corporate and personnel security clearance forms.

.5 In order to comply with security and safety regulations all employees must be able to speak, read and understand the English language.

.6 Many entrances are under security card and video supervision. Entrance to and exit from the workplace shall be from the main entrance only. Cleaning staff shall only use card access entries where available.

.7 The Contractor must provide a list to the DR of all persons and/or sub-contractors to be employed to execute work under this service contract with personal data for security screening purposes. Such security will include the requirement for completion of a security consent form, finger printing and credit checks of contractor staff intended for work associated with this contract.

.8 Only the employees who are security cleared will be permitted to work on the NRC premises. Once cleared, they will be photographed and get an identification card which must be displayed at all times while working on site. Normally basic clearance requires 5 - 10 business days to complete once all paperwork is received. The contractor must inform the Project Authority of their intention to change those working on site and obtain security clearance for any new individuals prior to providing site access.

.9 All keys and cards entrusted to the Contractor for the fulfillment of this contract must be fully protected at all times. Keys, Access Cards and Badges shall not leave the site. The contract workers shall pick up keys, Access Cards and badges at the beginning of their shift and deposit them back at the end of the shift. Stolen, broken or lost ID, keys or access cards must be reported immediately to the RPPM Project Authority. All keys and cards shall be returned to NRC upon completion or termination of contract.

.10 The RPPM Project Authority shall have the right to have any of the Contractors employees removed from any of the sites for security reasons, notwithstanding the results or status of any security screening with respect to such employee (s).

.11 Only those employees whose names appear on the Contractor's payroll and meet the conditions specified in this contract will be allowed access to NRC facilities. No other persons accompanying employees will be allowed into the building.

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

.14 Fire doors and normally locked doors shall be kept closed at all times. (Do not prop doors open).

.15 The Contractor and their staff must not provide access through normally secured doors to any other persons.

.16 The Contractor and their staff must not make copies of keys.

9. Drawings

.1 Drawings provided at the end of this specification are for reference only. Contractor is responsible to confirm all areas and coverings.

10. Conversion of Floor

.1 There will be no adjustments made to the contract covering amount where the existing floor covering is converted to another type during the contract period.

11. Assigned Space

.1 NRC will provide the Contractor with such space as is considered necessary by NRC for the performance

- of the Contractor's duties without undue inconvenience, typically at least one Janitor Room or Closet per floor.
- .2 The Contractor must not list, publicize or use in any fashion, for business purposes, the address of a building owned by the National Research Council Canada.
 - .3 NRC will not be responsible for damage or theft to the Contractor's employees' personal belongings brought into the building or Contractor's supplies, materials or equipment in the building.

12. Use of Elevators

- .1 The Contractor will be permitted the use of the elevators and shall be responsible for their safe operation. Contractor's equipment and collected waste must not be left unattended in the elevators.

13. Light, Heat, Power and Water

- .1 NRC will supply all heat, light, power, hot and cold water reasonably required for the work. NRC will determine delivery points. The contractor shall be responsible for connection and delivery of water and power from existing connection locations to required work locations.
- .2 All connections to power source shall be in accordance with the Canadian Electrical Code.
- .3 Contractor staff shall turn off all lights upon completion of work of any area, should the area be left unoccupied. Only 24 hour safety lighting shall remain on.
- .4 If, in the operation of cleaning the building a circuit breaker is tripped it is imperative that NRC Site Operations or the Corps of Commissionaires is notified, so that the breaker may be reset and no damage occurs to other equipment.

14. Access to Building

- .1 Only those employees, whose names appear on the Contractor's payroll, have been security cleared and indicated on the site list provided to the site authority will be allowed access to the site of the work.

15. Project Work Log, Attendance Log and Deficiency/Special Request Log

- .1 Logs must be maintained by the contractor in the Site Services Building by the Contractor in which they shall record:

.1 Project Work performed: A schedule log shall be created by the contractor in excel format which will provide the schedule of Project work. This log shall be posted in the Site Services Building at a location directed by the Project Authority to notify the same for inspection of the said work.

.2 Attendance Log: Contractor staff must sign in and out complete with arrival and Departure times.

.3 Deficiencies and Special Request Log: This Log shall be used to register all requests, complaints, tasks and comments. The contractor must check this log daily (5 days a week) for notice of any deficiency or special request. The contractor must indicate the date work is complete.

16. Quality Standards

- .1 The Quality Standards (see Section 3) where applicable, shall be strictly adhered to. Inspections made by the contractor and NRC shall be based on these standards.

17. Discrepancies

- .1 In the event of any discrepancies between different parts of this Specification with respect to the amount of work, frequencies and the standards to which it is to be performed, the more stringent interpretation shall govern and apply.

18. Change in Occupancy

- .1 From time to time vacant areas of the building may be occupied or occupied areas may become vacant. NRC will notify the Contractor ten (10) days, or what is determined adequate and fair dependent on the gravity of the situation, of any major changes and as soon as feasible of any minor changes. Changes of less or more than 3% to the total area requiring regular cleaning, relative to the area to be cleaned at the start of the contract will not be eligible for payment adjustments.
- .2 Adjustments of monthly payments will be made in accordance to areas occupied and based on the terms of the Contract. No adjustments will be made for the addition or deletion of less than room sized areas. Unoccupied rooms shall be cleaned at least once semi-annually in accordance with the requirements of this specification without any adjustment of the Contract price. Adjustments will only be made for areas being added or deleted to or from the routine daily and weekly cleaning operations.

19. Uniforms

- .1 All cleaning personnel employed in this building shall be uniformed as follows:
 - .1 Cleaners - Industrial type company shirt. Matching trousers and/or coveralls are also preferred. The company name or crest to be affixed to the shirt and coveralls.
 - .2 Uniforms shall be neat and clean at all times.
 - .3 Special picture security badges provided by NRC must be worn at all times in a visible manner.

20. Building Operations

- .1 Report any and all maintenance repairs required to the building, heating system, plumbing, electrical or water systems to the NRC Project Authority.

21. Pre-Work Commencement Meeting

- .1 Prior to commencement of the work, the Contractor shall seek a meeting on site with NRC’s representative to review site conditions, hazards and discuss the execution of the work. This meeting must include the contractor’s staff who will work on this site

22. End of Contract

- .1 At the end of this contract, if the incumbent contractor is not successful in obtaining the new contract they must commit to a “handover” to the new contractor which shall include a shift shadow tour of up to one supervisor and two workers for up to two complete shifts. The outgoing contractor shall provide as much insight as possible with respect to the site and operations to the incoming incumbent. This shall be completed at least 2 weeks prior to the end of the existing contract. Costs for this handover shall be borne by both the outgoing and incoming contractors for each of their respective costs.

23. Acceptance of Site

- .1 Contractors must inspect the site, review and discuss any unexpected or unclear conditions with the site authority before submitting their bid.
- .2 Submission of tender implies acceptance of existing conditions.

24. Cooperation with other Contractors

- .1 The contractor shall cooperate fully with other contractors or workers in the work site.

Specification – Section 2 – Statement of Work

NANO - NRC FLOORS 0-3

STATEMENT OF WORK

ANNEX "A"

2.3 Daily Duties

The following duties shall be done once every workday.

- 2.3.1 Sweep and dust mop all corridor floors, in this order: 2, 3, 4,5,6,1. Spot check for stains and spills.
- 2.3.2 Damp mop and disinfect all washroom floors.
- 2.3.3 Clean and disinfect interior and exterior of all toilet bowls, urinals and lavatories, remove any trash from urinal bowl and strainer.
- 2.3.4 Disinfect water taps, flush valves, push plates and door handles in washrooms.
- 2.3.5 Spot clean washroom walls, toilet partitions, doors and kick plates.
- 2.3.6 Empty all washroom waste receptacles and replace liner bag.
- 2.3.7 Check supplies of soap, paper towels, toilet paper, and other stock consumables in all washrooms and replace or provide new material.
- 2.3.8 Clean and sanitize all water fountains.
- 2.3.9 Clean and disinfect shower stall floor, walls and shower curtain.
- 2.3.10 Dust and spot clean the exterior of all lockers in washrooms that have them.
- 2.3.11 Wash and disinfect all counters, sinks, and floors in the food prep areas on the 1st, 2nd And 3rd floors. Spot check walls for stains. Remove garbage, check and replenish paper towel and soap supplies. **Stick to the actual kitchen area**, lunch tables are done weekly on the Friday afternoon or Monday morning preferably.
- 2.3.12 Inspect all entrance sidewalks for debris (including leaves in the autumn) and remove as necessary to a minimum of 6 feet outside each door. Spot check for cobwebs, and broom away.
- 2.3.13 Sweep and damp mop EM Suite and basement level hallway and washroom area.
- 2.3.14 Central Organic and landfill waste emptied and liner replaced
- 2.3.15 Wash all quarry tile floors in the front lobby and elevator lobbies on the lower, 2nd and 3rd floors. Vacuum front entrance carpet

2.4 Alternate Day Duties

Alternate days refers to work that should be done every other workday (bi-daily). This type of work can be split in half so that certain areas are done one day and the remaining areas the next day.

- 2.4.1 Sweep and Machine wash corridor floors- Monday, Wednesday, and Friday
- 2.4.2 Vacuum walkway carpeting in the traffic lanes, lunch room and meeting room (1-070G) in 1-070 **Only in first floor admin area**
- 2.4.3 Wash and/or vacuum walk-off mats at the entrances. Tiled areas swept and damp mopped
- 2.4.4 Spot Clean both sides of windows of Entrance and Exit Ways, Hallways, Main Floor Elevator Lobbies, Connecting Corridors

- 2.4.5 Door kick plates cleaned
- 2.4.6 Spot check eating area tables for stains or debris

2.5. Twice a week

- 2.5.1 Vacuum lobby & main floor meeting room carpeting as well as all other meeting rooms on floors 1 and 2 outside of the Admin area. (Smith 1-073, Taylor 1-010, Zadio Jenson, Taube 2-011)

2.6. Weekly Duties

The following duties shall be performed once per work week.

- 2.6.1 Microwaves and fridges - wipe and disinfect Friday
- 2.6.2 Wash and wipe all tables and counters in the Meeting Rooms
- 2.6.3 Disinfect lunch room tables.
- 2.6.4 Vacuum workspace walkways on the second and third floor cubicle areas

2.6 Bi-Weekly Duties

The following duties shall be performed once per every two work weeks.

- 2.6.5 Vacuum first floor admin offices carpeting wall to wall. Dust and spot clean flat surfaces. **Only in first floor admin**
- 2.6.6 Wiping horizontal surfaces. Spot check walls while doing and spot clean if necessary
- 2.6.7 Door hardware sanitized

2.7 Monthly Duties

The following duties shall be performed once per month.

- 2.7.1 Spot clean and dust the surfaces of bookcases and cabinets in all offices.
- 2.7.2 Dust and spot clean the exterior of all lockers in lower level hallway.
- 2.7.3 Wash all washrooms walls and partitions.
- 2.7.4 Vacuum office carpeting wall to wall in all offices other than admin area. Sweep and mop for offices not carpeted, such as 1-083 and 1-083A
- 2.7.5 dust furniture, book cases and cabinets in front entrance and admin area
- 2.7.6 Wash shipping room floor
- 2.7.7 South ground floor entrance windows spot checked
- 2.7.8 Washroom floor drains primed

2.8 Annual Duties

The following duties shall be performed once per year. Items that were formerly annual will be getting priced individually and will be on an as needed basis on request.

- 2.8.1 Dust Venetian blinds except those encased between glass panes.
- 2.8.2 Ground floor exterior windows (spring, after a mean temperature of ten degrees has been reached)
- 2.8.3 Sterilize summer student cubicles

2.9 Elevators**Alternate Day Duties**

- 2.9.1 Clean stainless and Dust the interior of the cab and remove all finger marks, smudges and stains on the doors frames, glazing and walls including the control panel.
- 2.9.2 Scrape and vacuum clean the door sill/tracks in both the cab and all levels, both sides where applicable
- 2.9.3 Vacuum mats

2.10 Weekly

- 2.10.1 Remove gum and other foreign residue from cab exterior
- 2.10.2 Clean and polish stainless steel doors, panels and all trim work.

2.11 STAIRS**2.12 Main Stairwell at front entrance floors 1-6****Daily**

- 2.11.1 Clean all hand rails, and door handles

Alternate Day Duties

- 2.11.2 Sweep all stair treads and landing floors in the Primary Main Stairwell off front entrance. Spot check for stains and spills

Weekly

- 2.11.3 Sweep and mop all stair treads and landing floors in main stairwell 1-6

2.13 Secondary Stairwells.**Daily**

- 2.12.1 Clean all hand rails, and door handles

Bi-Weekly Duties

- 2.12.2 Sweep all stair treads and landing floors in all secondary stairwells 0-6.

Monthly

- 2.12.3 Sweep and mop all stair treads and landing floors in main stairwell 1-6

2.13 Quarterly

- 2.13.1 Prime the floor drains at the bottom of the stairwells.

NANO – FLOOR 4

STATEMENT OF WORK

ANNEX "A"

2.3 Daily Duties

The following duties shall be done once every workday.

- 2.3.1 Sweep and dust mop all corridor floors, in this order: 2, 3, and 4,5,6,1. Spot check for stains and spills.
- 2.3.2 Damp mop and disinfect all washroom floors.
- 2.3.3 Clean and disinfect interior and exterior of all toilet bowls, urinals and lavatories, remove any trash from urinal bowl and strainer.
- 2.3.4 Disinfect water taps, flush valves, push plates and door handles in washrooms. Spot clean washroom walls, toilet partitions, doors and kick plates.
- 2.3.5 Empty all washroom waste receptacles and replace liner bag.
- 2.3.6 Check supplies of soap, paper towels, toilet paper, and other stock consumables in all washrooms and replace or provide new material.
- 2.3.7 Wash and disinfect all water fountains.
- 2.3.8 Clean and disinfect shower stall floor, walls and shower curtain.
- 2.3.9 Dust and spot clean the exterior of all lockers in washrooms that have them.
- 2.3.10
- 2.4.11 Wash and disinfect all counters, sinks and floors in the food service areas. Remove garbage. Check and replenish paper towel and soap supplies. Spot check walls for stains. **Stick to the actual kitchen area**, lunch tables are done weekly on the Friday afternoon or Monday morning preferably.
- 2.4.12 Sweep and damp mop elevator lobby floors.
- 2.4.13 Central Organic and landfill waste emptied and liner replaced

2.5 Alternate Day Duties

Alternate days refers to work that should be done every other workday (bi-daily). This Type of work can be split in half so that certain areas are done one day and the remaining areas the next day.

- 2.4.1 Sweep and Machine wash corridor floor- Monday, Wednesday, and Friday
- 2.4.7 Vacuum meeting rooms.
- 2.4.8 Spot clean both sides of windows of Entrance and Exit Ways.
- 2.4.9 Spot check lunchroom tables for stains and debris

2.7. Weekly Duties

The following duties shall be performed once per work week.

- 2.7.1 Microwaves and fridges - wipe and disinfect Friday
- 2.7.2 Wash and wipe all tables and counters in the Meeting Rooms
- 2.5.3 Disinfect lunch room tables.

2.6 Bi-Weekly Duties

The following duties shall be performed once per every two work weeks.

2.6.1 Wipe and dust horizontal surfaces. Spot check and clean walls if necessary

2.7 Monthly Duties

The following duties shall be performed once per month.

2.7.1 Wash all washrooms walls and partitions

2.7.2 Washroom floor drains primed.

2.8 Elevators**Alternate Day Duties**

2.8.1 Clean stainless and buttons on 4th floor control panel.

2.8.2 Scrape and vacuum clean the door sill/tracks

2.9 Weekly

2.9.1 Clean and polish stainless steel doors, trim.

NANO UofA FLOORS 5 & 6 **STATEMENT OF WORK**

ANNEX "A"

2.3 Daily Duties

The following duties shall be done once every workday.

2.3.1 Sweep and dust mop all corridor floors, in this order: 2, 3, and 4,5,6,1. Spot check for stains and spills.

2.3.2 Damp mop and disinfect all washroom floors.

2.3.3 Clean and disinfect interior and exterior of all toilet bowls, urinals and lavatories, remove any trash from urinal bowl and strainer.

2.3.4 Disinfect water taps, flush valves, push plates and door handles in washrooms. Spot clean

2.3.5 washroom walls, toilet partitions, doors and kick plates.

2.3.6 Empty all washroom waste receptacles and replace liner bag.

2.3.7 Check supplies of soap, paper towels, toilet paper, and other stock consumables in all washrooms and replace or provide new material.

2.3.8 Wash and disinfect all water fountains.

2.3.9 Clean and disinfect shower stall floor, walls and shower curtain.

2.3.10 Dust and spot clean the exterior of all lockers in washrooms that have them.

2.3.11 Elevator lobby's swept and mopped

2.3.12 Central Organic and Landfill waste emptied and liner replaced

2.4 Alternate Day Duties

Alternate days refers to work that should be done every other workday (bi-daily). This Type of work can be split in half so that certain areas are done one day and the remaining areas the next day.

2.4.1 Spot check/clean both sides of windows and door frames of Entrance and Exit Ways.

2.4.2 Spot check kitchen and lunch areas. Replace soap and paper towels as needed.

2.4.3 Spot check meeting rooms

2.8. Twice a week

2.5.1 Full cleaning of kitchen and lunch areas

2.5.2 Sweep and machine wash all corridor floors

2.9. Weekly Duties

The following duties shall be performed once per work week.

2.9.1 Microwaves and fridges - wipe and disinfect Friday

2.9.2 Wash and wipe all tables and counters in the Meeting Rooms

2.6.3 Vacuum meeting room carpets

2.10 Bi-Weekly Duties

None

2.11 Monthly Duties

The following duties shall be performed once per month.

2.11.1 Spot clean and dust the surfaces of bookcases and cabinets in all offices.

2.11.2 Wash all washrooms walls and partitions.

2.11.3 Vacuum office carpeting wall to wall in all offices.

2.11.4 Wash cubicle work area walkways

2.11.5 Wipe horizontal surfaces and spot check walls

2.11.6 Washroom floor drains primed

2.12 Annual Duties

The following duties shall be performed once per year. Items that were formerly annual will be getting priced individually and will be on an as needed basis on request.

2.12.1 Dust Venetian blinds except those encased between glass panes.

2.13 Elevators**Alternate Day Duties**

2.13.1 Scrape and vacuum clean the door sill/tracks

2.14 **Twice a week**

2.10.1 Clean stainless and buttons on the 5th&6th floor control panels

2.15 **Monthly**

2.11.1 Clean and polish 5th & 6th floor stainless steel doors, trim.

Specification -Section 3- APPA Cleaning Standards and Tables

APPA Appearance Levels Definitions

1.0 General – It is the intent of these specifications to ensure the areas maintained by the contractor are done to the applicable quality standards. It is also the Intent of NRC to make this a “Green” Environmentally sensitive and responsible contract.

1.1 The cleaning work will use the APPA Appearance Levels Definitions to establish cleanliness standards for this work. The five levels are defined below.

Level 1 - Orderly Spotlessness

- Floors and base moldings shine and/or are bright and clean; colors are fresh. There is no Buildup in corners or along walls
- All vertical and horizontal surfaces have a freshly cleaned or polished appearance and Have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints. Light fixtures are clean.
- Washroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate.
- Trash containers and recycle bins hold only daily waste, are clean and odor-free.

Level 2 - Ordinary Tidiness

- Floors and base moldings shine and/or are bright and clean. There is no buildup in corners or along walls, but there can be up to two days’ worth of dust, dirt, stains, or Streaks.
- All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable upon close observation. Light fixtures are clean.
- Washroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate.
- Trash containers and recycle bins hold only daily waste, are clean and odor-free.

Level 3 - Casual Inattention

- Floors are swept or vacuumed clean, but upon close observation there can be stains. A Buildup of dirt and/or floor finish in corners and along walls can be seen.
- there are dull spots and/or matted carpet in walking lanes. There are streaks or splashes On base molding.
- All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and Fingerprints. Lamps all work and fixtures are clean.
- Trash containers and recycle bins hold only daily waste, are clean and odor-free.

Level 4 - Moderate Dinginess

- Floors are swept or vacuumed clean, but are dull, dingy, and stained. There is a Noticeable buildup of dirt and/or floor finish in corners and along walls.
- there is a dull path and/or obviously matted carpet in walking lanes. Base molding is dull And dingy with streaks or splashes.
- All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints, And marks. Lamp fixtures are dirty.
- Trash containers and recycle bins have old trash and shavings. They are stained and Marked. Trash containers smell sour.

Level 5 - Unkempt Neglect

- Floors and carpets are dull, dirty, dingy, scuffed, and/or matted. There is a conspicuous Buildup of old dirt and/or floor finish in corners and along walls. Base molding is dirty, stained, and streaked. Gum, stains, dirt, dust balls, and trash are broadcast.
- All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprint, all of which will be difficult to remove. Lack of attention is obvious.
- Light fixtures are dirty with dust balls and flies.
- Trash containers overflow. They are stained and marked. Trash containers smell sour.

The Operations and Frequencies provided here are generic and intended for most applications at NANO. Contractor to provide a detailed schedule.

3.0 Building and/or Room Type Cleaning Requirements

3.1 The tables on the following pages list various building room types with cleaning requirements and frequencies.

3.2 Each room or building type shall be cleaned to the APPA Appearance level designated in the table header.

3.3 Operations, Standards and Frequency Table NANO FLOORS 0-3

ENTRANCES, VESTIBULES – APPA Level 2.5	FREQUENCY	STATEMENT OF WORK SECTION NANO FLOORS 0-3
Spot check all entrance way exterior areas for debris and litter to 6ft, including brooming away any cobwebs seen.	Daily	2.3.12
Tiled and sheet vinyl floors will be dry mopped and damp mopped/washed	Daily	2.3.15
Front lobby carpet vacuumed	Daily	2.3.15
Doormats will be vacuumed	Alternate days (3 days a week)	2.4.3
Door glass and interior windows spot cleaned	Alternate days (3 days a week)	2.4.4
Entrance door frames, side glass panels and top panels will be fully cleaned.	Alternate days (3 days a week)	2.4.4
Door kick plates cleaned.	Alternate days (3 days a week)	2.4.5
Interior window glass full clean (back entrance ground level)	Monthly	2.7.7

STAIRS AND LANDINGS APPA Level 3	FREQUENCY	STATEMENT OF WORK SECTION NANO
Handrails, door handles, push bars dusted and damp wiped (sanitized)	Daily	2.11.1/2.12.1
Primary stairs (North East stairs off main entrance) and landings will be swept and spot checked for spills.	Alternate (3 days a week)	2.11.2
Primary stairs (North East stairs off main entrance) swept and damp mopped	Weekly	2.11.3
Secondary stairs (North West and North East stairwells, stairs leading to the lower level from	Bi-weekly (every two weeks)	2.12.2

shipping and front entrance) swept and spot checked for spills and stains		
Secondary stairs (North West and North East stairwells, stairs leading to the lower level from shipping and front entrance) swept and damp mopped	Monthly	2.12.3
Floor drains at the bottom of stairwells primed with water	Quarterly (4 time/year)	2.13.1

CORRIDORS, HALLWAYS APPA Level 2	FREQUENCY	STATEMENT OF WORK SECTION NANO
Sweep and dust (dry) mop all corridor tiled and sheet vinyl floors (except corridor between labs). Spot check for stains and spills, clean as necessary.	Daily	2.3.1
Sweep and damp mop EM suite and basement level hallway and washroom area	Daily	2.3.13
Central organic waste and landfill waste emptied and liner replaced	Daily	2.3.14
Drinking fountains cleaned and sanitized	Daily	2.3.8
Sweep and machine wash all corridor tiled and sheet vinyl floors (except corridor between labs). Spot check for stains and spills, hand mop if necessary.	Alternate (3 days a week)	2.4.1
Horizontal surfaces dusted	Bi-weekly	2.6.2
Wiping horizontal surfaces, spot check & clean walls.	Bi-weekly	2.6.6
Door Hardware Sanitized	Bi-weekly	2.6.7
Central plastic and paper waste emptied and liner replaced.	As Necessary (¾ - full)	

ELEVATORS APPA Level 3	FREQUENCY	STATEMENT OF WORK SECTION NANO
Dust interior of cab, clean stainless and remove all finger marks, smudges and stains on door frames, glazing and walls – including control buttons in cab and on all floors	Alternate (3 days a week)	2.9.5
Scrape and vacuum door tracks in cab and all levels, both sides where applicable	Alternate (3 days a week)	2.9.6
Vacuum mats	Alternate (3 days a week)	2.9.7
Clean and polish stainless steel doors, panels, and trim work	Weekly	2.10.2
Remove gum and other foreign residue from cab exterior	Weekly	2.10.1
Ceiling panels cleaned	On request	

WASHROOMS, SHOWERS AND CHANGE ROOMS APPA Level 1	FREQUENCY	STATEMENT OF WORK SECTION NANO
Damp mop and disinfect all washroom floors	Daily (5 days a week)	2.3.2
All fixtures cleaned and disinfected, i.e. bowls, urinals, basins, mirrors, door handles, water taps, flush valves chrome surfaces and interface. Spot clean walls and dividers	Daily (5 days a week)	2.3.3/2.3.4/2.3.5
Waste receptacles and sani stations emptied and replace liner bag	Daily (5 days a week)	2.3.6
Check supplies of soap, paper towels, toilet paper, urinal sanitation pads, and other stock consumables in all washrooms and replace or provide new material.	Daily (5 days a week)	2.3.7
Dust and spot clean lockers in washrooms that have them, including tops.	Daily	2.3.10
Clean and disinfect shower stall floor, walls and shower curtain, and fixtures, in washrooms that have them.	Daily	2.3.9
Wash all washroom walls and partitions	Monthly	2.7.3
Floor drains primed.	Monthly	2.7.8

EXTERIOR GROUND FLOOR WINDOWS APPA 4	FREQUENCY	STATEMENT OF WORK SECTION NANO
Will be cleaned of debris and streak free annually	Annual Spring	2.8.2

KITCHEN AND FOOD PREP AREAS 1st, 2nd, 3rd FLOORS APPA Level 2	FREQUENCY	STATEMENT OF WORK SECTION NANO
Paper towels checked and replenished	Daily (5 days a week)	2.3.11
Landfill and organic bins emptied and liners replaced	Daily (5 days a week)	2.3.14
Bottle recycling station emptied and liner replaced	As necessary	
Spot check walls for stains and spot clean if necessary	Daily (5 days a week)	2.3.11
Floor swept and damp mopped	Daily (5 days a week)	2.3.11
Stainless steel sinks and countertops cleaned	Daily (5 days a week)	2.3.11
Microwaves and fridges- wipe and disinfect	Weekly	2.6.1

EATING AREA TABLES 1ST, 2ND, 3RD FLOORS AND TABLE TOPS AND COUNTER IN ADMIN LUNCH ROOM (THE NUCLEUS) APPA Level 2.5	FREQUENCY	STATEMENT OF WORK SECTION NANO
Spot check for stains or spills	Alternate (3 days a week)	2.4.6
Disinfect eating area table tops and chairs	Weekly	2.6.3

MEETING ROOMS GENERAL SPACE (OUTSIDE OF ADMIN AREA); 1-010, 1-073 2-011, ZAIDEE JENSON ROOM IN MAIN ENTRANCE APPA Level 2.5	FREQUENCY	STATEMENT OF WORK SECTION NANO
Vacuum carpets wall to wall	Twice per week	2.5.1
Wash and wipe table tops	Weekly	2.6.2

OFFICES FLOORS 0-3(OUTSIDE OF ADMIN AREA) APPA Level 3	FREQUENCY	STATEMENT OF WORK SECTION NANO
Vacuum office carpeting wall to wall	Monthly	2.7.4
Spot clean and dust the surfaces of bookcases and cabinets in all offices (where personal items are removed)	Monthly	2.7.1
Damp mop office floors where there is no carpet (such as office 1-083 and 1-083A)	Monthly	2.7.4

WORK SPACES FLOORS 2, 3, AND EM SUITE CUBICLE SPACE APPA Level 3	FREQUENCY	STATEMENT OF WORK SECTION NANO
Vacuum work space walkways (cubicles)	Weekly	2.6.4
Sterilize summer student cubicles (SE corner 2 nd floor), including drawers.	Annual (Mid-March)	2.8.3

ADMIN AREA 1-070 APPA Level 2.5	FREQUENCY	STATEMENT OF WORK SECTION NANO
Vacuum walk ways and meeting room	Alternate days (3 days a week)	2.4.2
Vacuum office carpeting wall to wall	Bi-weekly (every second week)	2.6.5
Spot clean and dust flat surfaces (that are free of personal or desk items)	Bi-weekly (every second week)	2.6.5
Dust furniture, book cases, and cabinets in general admin area.	Monthly	2.7.5

MISCELLANEOUS APPA Level 3	FREQUENCY	STATEMENT OF WORK SECTION NANO
Dust and spot clean exterior of lockers in the lower level hallway	Monthly	2.7.2
Wash Shipping room floor.	Monthly	2.7.6
Dust Blinds	Annual	2.8.1
Ground floor exterior windows cleaned	Annual	2.8.3

3.4 Operation and Frequency Tables NANO FOURTH FLOOR

ENTRANCES APPA Level 2.5	FREQUENCY	STATEMENT OF WORK SECTION NANO-FLOOR 4
Sweep and mop elevator lobby floors	Daily	2.3.12
4 th floor Entrance door glass and interior windows spot cleaned	Alternate days (3 days a week)	2.4.3
4 th floor Entrance door frames, side glass panels and top panels, will be fully cleaned.	Alternate days (3 days a week)	2.4.3

CORRIDORS, HALLWAYS APPA Level 2	FREQUENCY	STATEMENT OF WORK SECTION NANO-FLOOR 4
Sweep and dust (dry) mop all corridor tiled and sheet vinyl floors (except corridor between labs). Spot check for stains and spills, clean as necessary.	Daily	2.3.1
Central organic waste and landfill waste emptied and liner replaced	Daily	2.3.13
Drinking fountains cleaned and sanitized	Daily	2.3.8
Sweep and machine wash all corridor tiled and sheet vinyl floors (except corridor between labs).	Alternate (3 days a week)	2.4.1
Wiping horizontal surfaces, spot check & clean walls.	Bi-weekly	2.6.1
Central plastic and paper waste emptied and liner replaced.	As Necessary (¾ - full)	

ELEVATORS APPA Level 3	FREQUENCY	STATEMENT OF WORK SECTION NANO
Clean stainless trim and buttons on 4 th floor control panel	Alternate (3 days/week)	2.8.1
Scrape and vacuum tracks	Alternate (3 days/week)	2.8.2
Clean and polish 4 th floor stainless steel doors.	Weekly	2.9.1

WASHROOMS, SHOWERS AND CHANGE ROOMS APPA Level 1	FREQUENCY	STATEMENT OF WORK SECTION NANO
Damp mop and disinfect all washroom floors	Daily (5 days a week)	2.3.2
All fixtures cleaned and disinfected, i.e. bowls, urinals, basins, mirrors, door handles, water taps, flush valves chrome surfaces and interface. Spot clean walls and dividers	Daily (5 days a week)	2.3.3/2.3.4/2.3.5
Waste receptacles and sani stations emptied and replace liner bag	Daily (5 days a week)	2.3.6
Check supplies of soap, paper towels, toilet paper, urinal sanitation pads, and other stock consumables in all washrooms and replace or provide new material.	Daily (5 days a week)	2.3.7
Dust and spot clean lockers in washrooms that have them, including tops.	Daily	2.3.10

Clean and disinfect shower stall floor, walls and shower curtain, and fixtures, in washrooms that have them.	Daily	2.3.9
Wash all washroom walls and partitions	Monthly	2.7.1
Floor drains primed.	Monthly	2.7.2

KITCHEN AND FOOD PREP AREAS 4th FLOOR APPA Level 2	FREQUENCY	STATEMENT OF WORK SECTION NANO
Paper towels checked and replenished	Daily (5 days a week)	2.3.11
Landfill and organic bins emptied and liners replaced	Daily (5 days a week)	2.3.13
Bottle recycling station emptied and liner replaced	As necessary	
Spot check walls for stains and spot clean if necessary	Daily (5 days a week)	2.3.11
Floor swept and damp mopped	Daily (5 days a week)	2.3.11
Stainless steel sinks and countertops cleaned	Daily (5 days a week)	2.3.11
Microwaves and fridges- wipe and disinfect	Weekly	2.5.1

EATING AREA TABLES 1ST, 2ND, 3RD FLOORS AND TABLE TOPS AND COUNTER IN ADMIN LUNCH ROOM (THE NUCLEUS) APPA Level 3	FREQUENCY	STATEMENT OF WORK SECTION NANO
Spot check for stains or spills	Alternate (3 days a week)	2.4.4
Disinfect eating area table tops and chairs	Weekly	2.5.3

MEETING ROOMS GENERAL SPACE APPA Level 3	FREQUENCY	STATEMENT OF WORK SECTION NANO
Vacuum carpets wall to wall	Alternate (3 days/week)	2.4.2
Wash and wipe table tops	Weekly	2.5.2

3.5 Operation and Frequency Tables UofA FLOORS 5&6

ENTRANCES APPA Level 3	FREQUENCY	STATEMENT OF WORK SECTION UofA FLOORS
Sweep and mop elevator lobby floors	Daily	2.3.11
5 th and 6 th floor Entrance door glass and interior windows spot checked/cleaned as necessary	Alternate days (3 days a week)	2.4.1
5 th & 6 th floor Entrance door frames, side glass panels and top panels, will be spot checked/cleaned as necessary	Alternate days (3 days a week)	2.4.1

CORRIDORS, HALLWAYS APPA Level 4 Including 2nd floor pedways	FREQUENCY	STATEMENT OF WORK SECTION UofA FLOORS
Sweep and dust (dry) mop all corridor tiled and sheet vinyl floors (except corridor between labs). Spot check for stains and spills, clean as necessary.	Daily	2.3.1
Central organic waste and landfill waste emptied and liner replaced	Daily	2.3.12
Drinking fountains cleaned and sanitized	Daily	2.3.8
Sweep and machine wash all corridor tiled and sheet vinyl floors (except corridor between labs). Damp mop pedways	Twice a week	2.5.2
Wiping horizontal surfaces, spot check & clean walls.	Monthly	2.7.5
Central plastic and paper waste emptied and liner replaced.	As Necessary ($\frac{3}{4}$ - full)	

ELEVATORS APPA Level 3	FREQUENCY	STATEMENT OF WORK SECTION NANO
Scrape and vacuum tracks	Alternate (3 days/week)	2.9.1
Clean stainless trim and buttons on 4 th floor control panel	Twice a week	2.10.1
Clean and polish 4 th floor stainless steel doors.	Monthly	2.11.1

WASHROOMS, SHOWERS AND CHANGE ROOMS APPA Level 3	FREQUENCY	STATEMENT OF WORK SECTION UofA FLOORS
Damp mop and disinfect all washroom floors	Daily (5 days a week)	2.3.2
All fixtures cleaned and disinfected, i.e. bowls, urinals, basins, mirrors, door handles, water taps, flush valves chrome surfaces and interface. Spot clean walls and dividers	Daily (5 days a week)	2.3.3/2.3.4/2.3.5
Waste receptacles and sani stations emptied and replace liner bag	Daily (5 days a week)	2.3.6
Check supplies of soap, paper towels, toilet paper, urinal sanitation pads, and other stock consumables in all washrooms and replace or provide new material.	Daily (5 days a week)	2.3.7
Dust and spot clean lockers in washrooms that have them, including tops.	Daily	2.3.10
Clean and disinfect shower stall floor, walls and shower curtain, and fixtures, in washrooms that have them.	Daily	2.3.9
Wash all washroom walls and partitions	Monthly	2.7.2
Floor drains primed.	Monthly	2.7.6

KITCHEN AND FOOD PREP AREAS 5th & 6th FLOORS APPA Level 3.5	FREQUENCY	STATEMENT OF WORK SECTION UofA FLOORS
Landfill and organic bins emptied and liners replaced	Daily (5 days a week)	2.3.12
Bottle recycling station emptied and liner replaced	As necessary	
Spot check walls for stains and spot clean if necessary	Alternate (3 days a week)	2.4.2
Floor swept and damp mopped	Twice a week	2.5.1
Stainless steel sinks and countertops cleaned	Twice a week	2.5.1
Paper towels and soap checked and replenished when necessary	Alternate (3 days a week)	2.4.1
Microwaves and fridges- wipe and disinfect	Weekly	2.6.1

EATING AREA TABLES 5th & 6th FLOORS AND TABLE TOPS APPA Level 3.5	FREQUENCY	STATEMENT OF WORK SECTION UofA FLOORS
Spot check for stains or spills	Alternate (3 days a week)	2.4.2
Disinfect eating area table tops and chairs	Twice a week	2.5.1

MEETING ROOMS APPA Level 4	FREQUENCY	STATEMENT OF WORK SECTION UofA FLOORS
Vacuum carpets wall to wall	Weekly	2.6.1
Wash and wipe table tops	Weekly	2.6.2

OFFICES FLOORS 5 & 6 APPA Level 4	FREQUENCY	STATEMENT OF WORK SECTION UofA FLOORS
Vacuum office carpeting wall to wall	Monthly	2.7.3
Spot clean and dust the surfaces of bookcases and cabinets in all offices (where personal items are removed)	Monthly	2.7.1
Damp mop office floors where there is no carpet.	Monthly	2.7.4

WORK SPACES FLOORS (CUBICLE SPACE) APPA Level 4.5	FREQUENCY	STATEMENT OF WORK SECTION UofA FLOORS
Wash work space walkways (cubicles)	Monthly	2.7.4

MISCELLANEOUS APPA Level 4.5	FREQUENCY	STATEMENT OF WORK SECTION UofA FLOORS
Dust Blinds	Annual	2.8.1

Specification Section 4 - Special Requirements & Instructions

1. Supplies

The Contractor shall supply all tools, and equipment necessary to satisfactorily execute the

work, including all necessary machines, vacuums, brushes, mops, pails etc.

.2 The contractor shall supply all detergents, cleaning materials, sealers, waxes, plastic bags and plastic bag waste receptacle liners etc. Only those cleaning supplies intended for use on the surface to be cleaned are to be used. The contractor shall also supply all plastic bags (biodegradable) and feminine hygiene bags for waste receptacles. The Contractor will supply all tissue and paper towels, hand soap (lotion type), Organic recycling program bags and urinal deodorant pads.

2. Equipment

.1 Cleaning equipment must be CSA certified and in good operating condition at all times. All equipment shall be subject to approval by NRC's representative or their designate for appearance, cleanliness and suitability for the job. Any equipment deemed unsuitable shall be removed from the premises.

.2 The Contractor shall supply only new or recently restored to good condition, vacuum cleaners equipped with power brush and standard accessories (various types of nozzles and brushes). Special attention will be given to filter bags and filtering of exhaust to keep dust to an absolute minimum. Vacuums emitting little noise are preferred and necessary.

.3 The Contractor shall supply all other required equipment in new or excellent condition which is necessary to perform the work, such as wet extraction vacuuming equipment, buffers, etc. All contractors' equipment shall be labeled with Company Name.

.4 The contractor shall include a detailed list of equipment to be used on this contract with their tender.

3. Special & Periodic Tasks

.1 Scheduled Cleaning Operations

.1 Routine cleaning operations will be performed between 06:00 – 15:00 hours Monday through Friday (also see Section 1, Para 3). Deviations from this are subject to approval of NRC's representative.

Note: All noise causing or intrusive work (machine washing floors, vacuuming walk ways and office carpeting) should be commence upon first arrival in the morning. Floor machine washing must be done in the order set in the Statement of Work (section 2- 2.3.1) so as to not interfere with NRC staff operations. **To access washroom space, a cleaner will be expected to knock and request permission to enter prior to proceeding.**

.2 All scheduled special and periodic project cleaning tasks shall be carried out by additional staffing hours, in accordance with the approved Schedule of Operations

.3 Normally for burnishing, stripping and resealing of sheet flooring, carpet cleaning, interior window cleaning etc. evening or weekend work will be required for these tasks. In such cases, advance appropriate arrangements must be made with NRC's representative or their designate.

4. Cleaning on Request

.1 Areas indicated as NIC (not included in contract) or Project/Periodic Task with As Requested Frequency may be done on a time and material basis, when requested by the NRC Project authority and billed based on the level of effort at the hourly rates provided as part of this tender unless a unit rate for the specialized cleaning has been included.

.2 Normally for burnishing, stripping and resealing of sheet flooring, carpet cleaning, interior window cleaning etc. evening or weekend work will be required for these tasks. In such cases, advance appropriate arrangements must be made with NRC's representative or their designate.

.3 Prior to commencement of requested work, the contractor must provide an estimate and supply to the NRC representative, and a Purchase Order from the NRC in place and supplied to the contractor.

5. Excluded Effects

.1 NRC staff personal effects

.2 Mechanical, electrical and electronic equipment (except grills/diffusers which are included)

.3 Art objects.

.4 Live Plants.

.5 Souvenirs and paraphernalia.

.6 Desks and associated furniture. **Note:** Papers and files to be left on furniture and shall not be disturbed by cleaning staff. Occupant will clean their desks and provide specific request for desk cleaning.

6. Recycling stations and Landfill Waste Receptacles

.1 General

1 Plastic bags for all landfill receptacles to be bio-degradable type (12-24 mos) .and supplied by contractor.

Contractor to provide data on biodegradable bags to be used on this contract.

.2 Contractor to supply central recycle station clear bio-degradable type bags.

.3 Landfill and Organic Waste stations are located in the Lunch room and kitchen area, as well as the central stations in the corridors. Removal of landfill and Organic bags is once daily as per specific building schedule.

.4 Relocate landfill and organics to separate bins outside the shipping and receiving area.

.5 Recycling bins for glass, cans and plastic are removed when $\frac{3}{4}$ full and relocated to the recycling room at bay 1 in the shipping and receiving area.

.6 Cardboard and mixed paper to be broken down and removed to cardboard containers in the recycling room at bay 1 in the shipping and receiving area.

7. Garbage Removal Exclusions

.1 Construction material and debris (unless minor in quantity).

.2 Furniture and equipment crating (unless very small or cardboard).

.3 Obsolete furniture and equipment.

.4 Chemical and hazardous substances and their containers, or specially ventilated rooms in the shipping and receiving area

8. Area Exclusions and staffing requirements for Exclusions and exceptions (Out of scope for this contract and day to day staff)

.1 The following areas are excluded from this contract (NIC) – Not in Contract. Project Authority may request cleaning services in these areas on behalf of the Research Centre, the Tenants or the UofA staff, or areas NIC but controlled by RPPM, KITS or SSC

-Laboratories

-Communication rooms

-Server rooms

-Front Security desk

-Mechanical and electrical rooms

-Storage areas

-supply rooms

-Service Corridors between labs or containing equipment for the EM suite

.2 Staffing for cleaning these areas must not be the day to day staff intended for the use of this contract. Additional staff must be supplied by the contractor. Additional staff must either have reliability status security clearance from the NRC and building orientation, or have NRC staff present to escort them for the duration of the cleaning.

.3 Prior to commencement of requested work, the contractor must provide an estimate and supply to the NRC representative, and a Purchase Order from the NRC, tenant, or UofA staff in place and supplied to the contractor.

.4 In the event of unforeseen circumstances (i.e. Emergency work that needs attention) the NRC representative reserves the right to use day to day staff in the moment, and will notify the contractor supervisor to make additional alternate arrangements, or augment billing.

.5 Day to day staff is to the direction from the appointed RPPM NRC representative or designate only.

9. Office Security

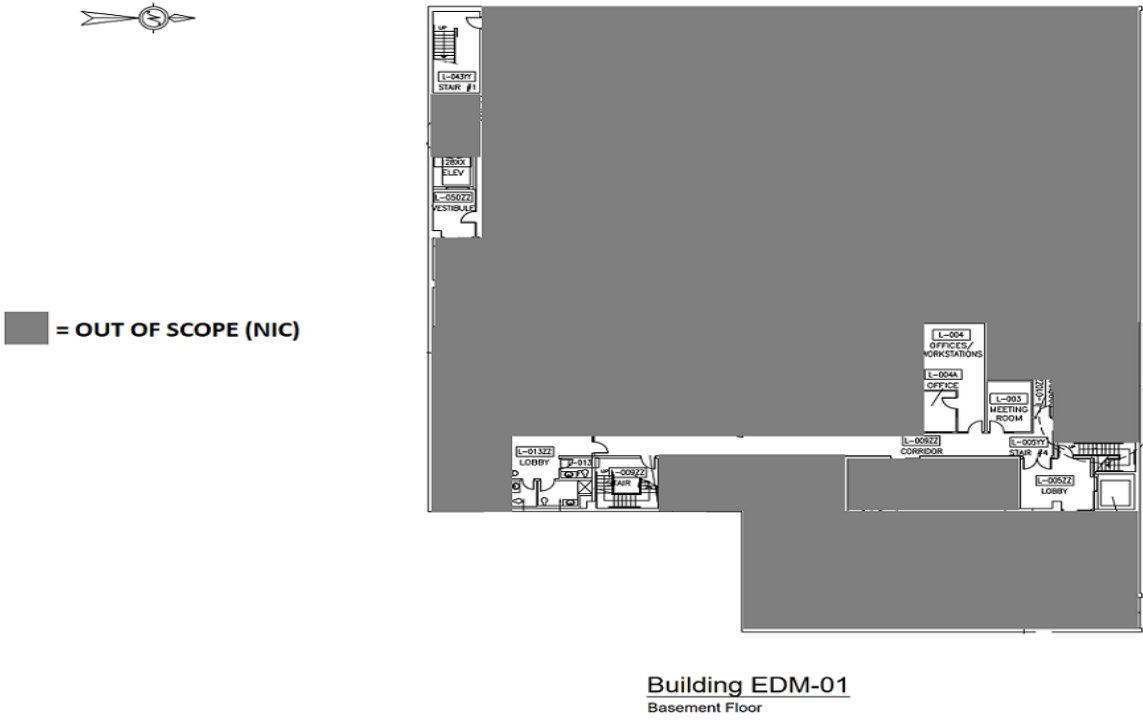
.1 Office doors shall be left in the same security condition as they are encountered when cleaning. I.e. locked, closed and unlocked or open and unlocked.

Specification Section 5 – Floor Plans in Scope and Floor Area

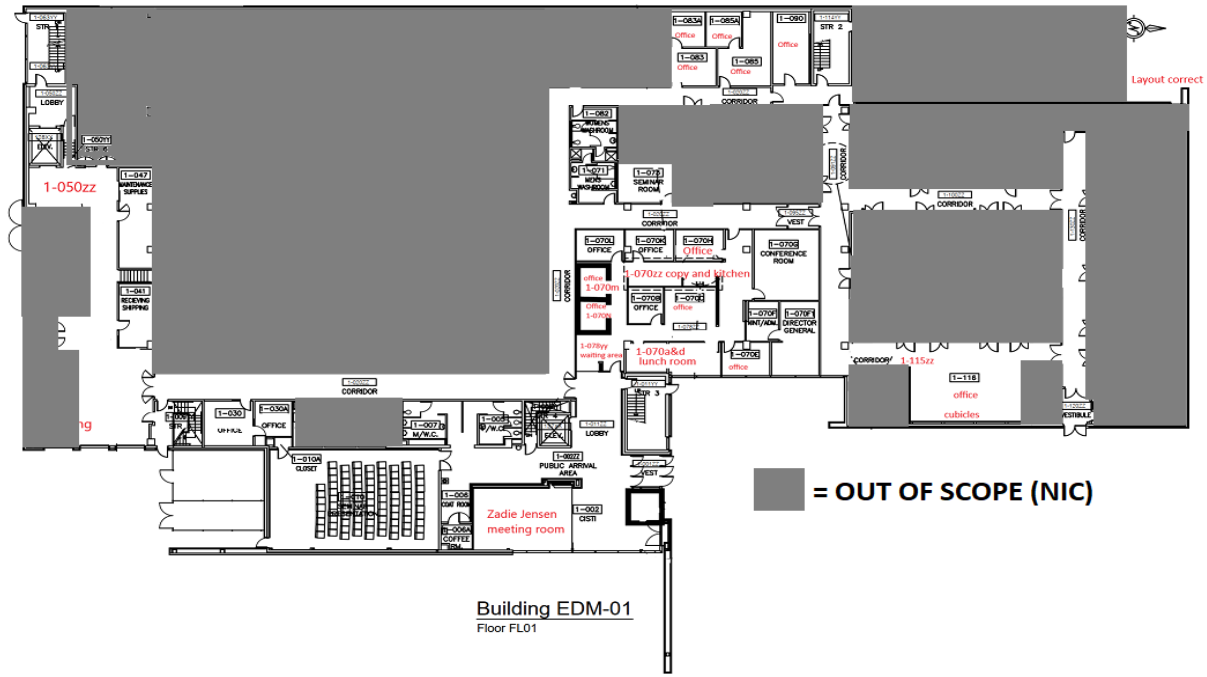
Floor	Area	Sq. Meters	Sq. Feet
Lower	Estimated common space subtracting approximate out of scope space	372.6	4010.633
Main	Common areas/offices/meeting and seminar rooms	1865.59	20,081
2nd	Common areas/offices/meeting rooms	1565	16,850
3 rd	Common areas/offices/meeting rooms	1565	16,850
4th	Common areas and meeting rooms	1279.55	13,773
5 th	Common areas/offices/meeting rooms	1565	16,850
6 th	Common areas/offices/meeting rooms	1565	16,850
Total		9777.74	105,264.63

All areas are approximate. Contractor is responsible to confirm measurements as required.

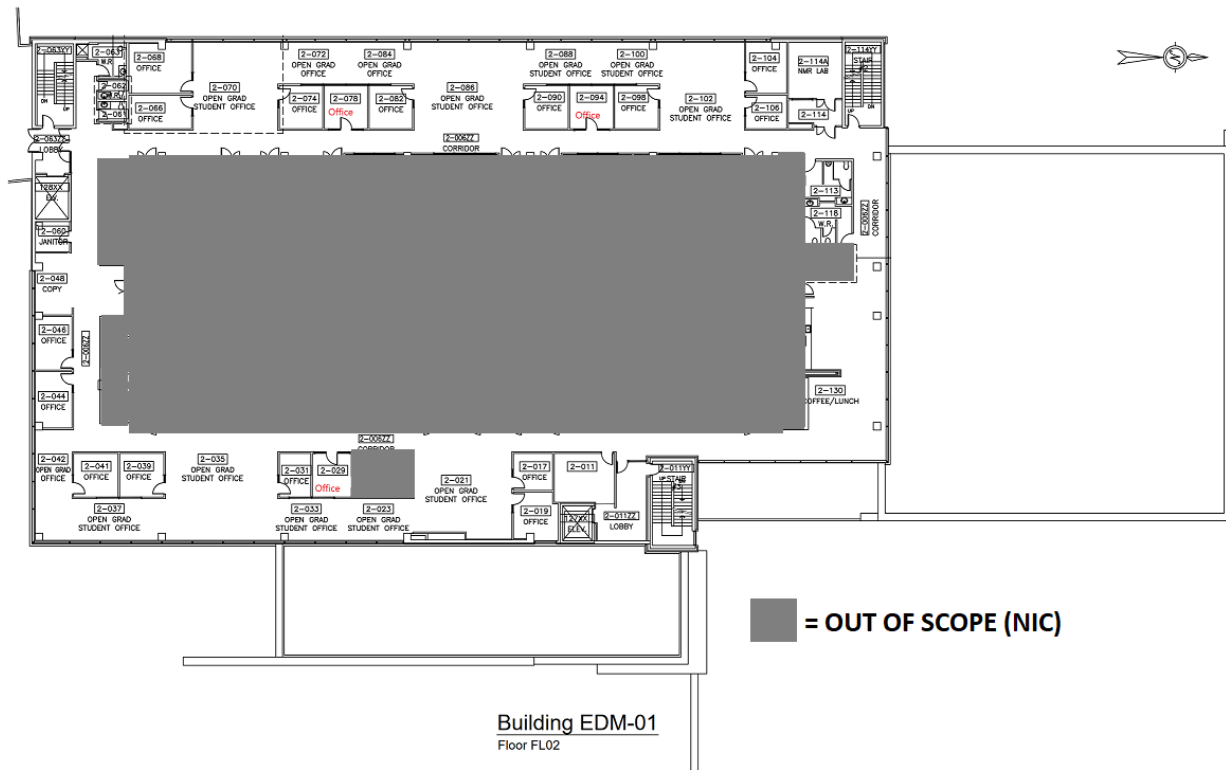
4.1 Lower level



4.1.2 1st floor



4.1.3 2nd floor



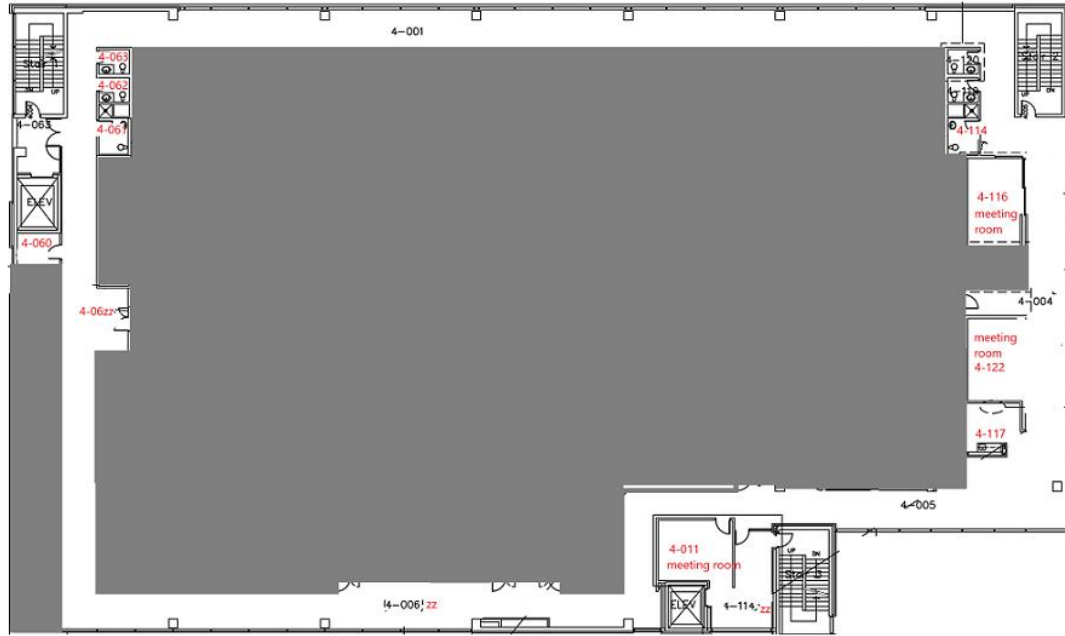
4.1.3 3rd floor




Building EDM-01
Floor FL03

■ = OUT OF SCOPE (NIC)

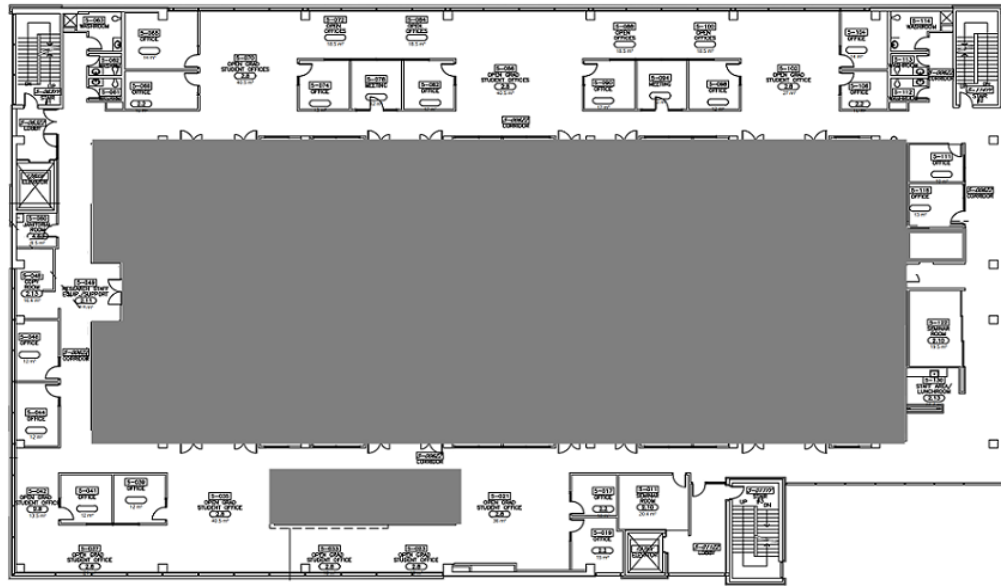
4.1.4 4th floor



 = OUT OF SCOPE (NIC)

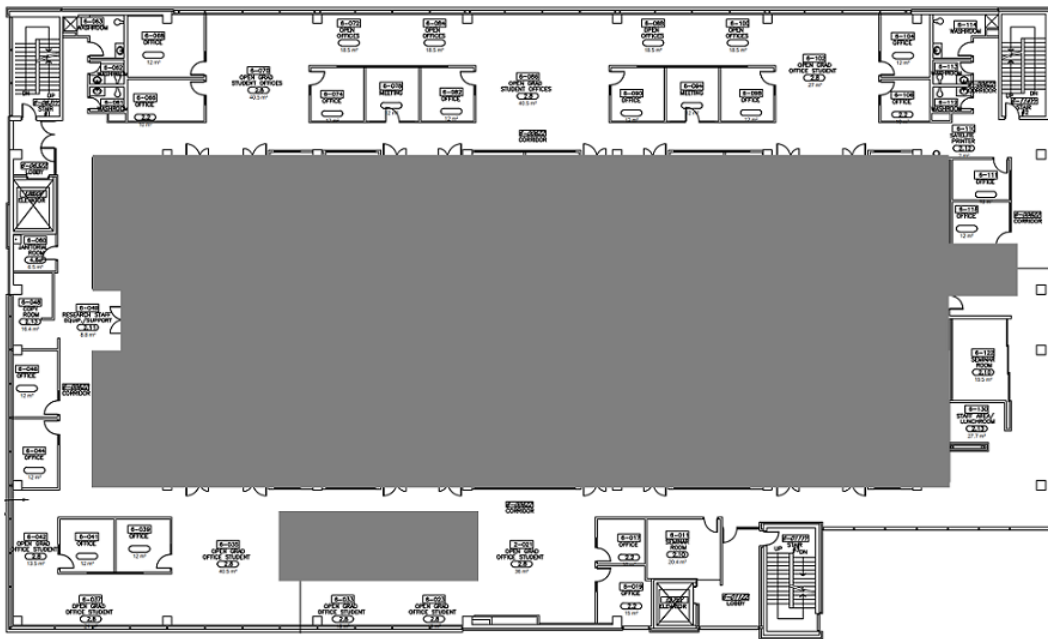
Building EDM-01

4.1.5 5th floor



Building EDM-01
Floor FL05

4.1.6 6th floor



Building EDM-01

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APPENDIX "B"
Evaluation - General Instructions & Basis of Selection

**THE FOLLOWING LIST IS PROVIDED FOR INFORMATION ONLY.
IT WILL NOT ABSOLVE THE BIDDER OF THEIR OBLIGATIONS OR REQUIREMENTS
CONTAINED IN THE SOLICITATION AND ITS RELATED APPENDICES.**

EVALUATION OF BID:

1. Canada will evaluate bids received based on, but not be limited to, the following factors:
 - a) Compliance with the terms and conditions of this solicitation;
 - b) Compliance with the specifications.
 - c) Assessment of technical documentation & information for compliance;
2. Canada reserves the right to reject any bid which does not comply with all the mandatory requirements of this solicitation.
3. A bidder may be required to demonstrate to Canada's satisfaction that it is capable of successfully completing the Work in accordance with this solicitation.
4. The release of any information provided to Canada in response to this solicitation will be subject to the provisions of the Access to Information and Privacy Acts of Canada.
5. Within 72 hours of notification, the successful contractor shall forward to the contracting authority either a certified true copy of the insurance policy or the certificate of insurance containing reasonable detail of the insurance coverage, exclusions, deductibles and conditions applying to such policies and confirming that the insurance is in force to meet these requirements. Failure of the successful contractor to forward the required certification shall render the bid non responsive.

BASIS OF SELECTION METHOD

CONTRACTOR SELECTION: Proposals will be evaluated according to the evaluation criteria contained herein and the supporting information and resumes. To be considered **valid**, a bid must **meet all of the requirements** specified in the **mandatory section in Part 1 and where indicated in Part 2 and score a minimum of 70% overall** of the points in the **RATED** evaluation criteria. Only proposals which meet all the mandatory criteria and achieve the minimum acceptable score in the **RATED** evaluation will receive further consideration.

BEST VALUE CRITERIA

1. To be considered responsive, a bid must:
 - (a) Meet **ALL** requirements of this solicitation as specified herein; and
 - (b) Meet **ALL** the **mandatory GREEN CLEANING** requirements, including:
 - (b1) Meeting the **minimum of 80 percent overall** of the GREEN CLEANING PRODUCT MATRIX evaluation herein.

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(c) Obtain the required **minimum of 70 percent overall** of the points for the technical/management evaluation herein.

2. Bids not meeting (a), (b), (b1) or (c) above will be given no further consideration.

A. Technical/Management Evaluation: All proposals received will be evaluated for their technical and management content utilizing point ratings. Details of the evaluation criteria which will be employed to assign point scores to factors is shown herein.

B. For the purpose of evaluating your proposal, representatives of the Crown may interview key personnel

C. To assess their technical abilities and to determine if they would be adequate for the proper performance of the proposed contract. You agree to make your key personnel available for this purpose.

B. Price Component Evaluation: The lowest-price, technically-acceptable proposal will score the maximum percentage allocated in the "Contractor Ranking" section for price. Each subsequent proposal will be prorated accordingly. Evaluation total will be based on the prices provided in **Appendix "C"**.

EVALUATION TOTAL = TABLE A + TABLE B + TABLE C

C. Contractor Ranking: For the purpose of ranking all technically acceptable proposals, the following RATIO will factor the technical/management evaluation and the price component to establish a total percentage score: **EXAMPLE ONLY**

GREEN CLEANING	100% (ex. 80/100 x 100%)	= 80 GC pts/100
TECHNICAL/MANAGEMENT	70% (ex. 35/50 x 70%)	= 49 TM pts/70
PRICE	+ 30% (ex. \$100/\$80* x 30%)	= 24 Price pts/30
*lowest technically acceptable bid	= EVALUATION TOTAL	= 153 pts/200

Neither the qualifying proposal which scores the highest volume of rating points, nor the one which contains the lowest cost estimate will necessarily be accepted. ***The proposal with the HIGHEST EVALUATION TOTAL will be recommended for award.***

The selection of the Contractor will be made on the basis of the best overall value to the Crown as described above.

**Bids that fail to provide the information requested and required
by the Contracting Authority to fully evaluate the submission
will be deemed non-responsive and given no further consideration**

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PART 1 - Mandatory "Green Cleaning" Enviro Preferred Products & Processes

BACKGROUND: For purposes of this RFP, the minimum standards established for the performance of these products must be in accordance with The Environmental Choice^M Program (ECP), Environment Canada's ecolabelling program, or the Green Seal as used in the United States of America, or other internationally recognized certification.

Green Seal Standard for *Industrial and Institutional Cleaners* (GS-37), www.greenseal.org/standards/gs37.pdf, and the Green Seal Standard for *Industrial and Institutional Floor-Care Products* (GS40), www.greenseal.org/standards/gs40.pdf, wherever possible. A list of certified cleaners meeting these standards is available at www.greenseal.org/certproducts.htm#cleaners.

Canada's Environmental Choice Program now referred to **Canadian eco-logo program** certifies products based on strict environmental standards, as per the PRC-097 standard (see box below). A list of janitorial cleaners qualified under these standards can be found at the following website: <https://www.ic.gc.ca/eic/site/oca-bc.nsf/eng/ca02742.html>

Under PRC-097, certified cleaners must:

- *Meet or exceed government and industry safety and performance standards
- *Meet the requirements of all applicable government acts, bylaws and regulations including the Fisheries Act and the Canadian Environmental Protection Act
- *Clean common hard surfaces effectively
- *Not require poison labeling under the Hazardous Products Act
- *Be accompanied by detailed instructions for proper use to maximize product performance and minimize waste
- *Be labeled for use with tepid water when diluted
- *Not be formulated with phosphates, NTA, EDTA, APEOs, organic ingredients which are bioaccumulating or potentially bioaccumulating
- *Not contain chemicals which are proven or probable carcinogens
- *Not contain halogenated organic solvents or butoxy-ethanol
- *Not use ethylene oxide in the manufacture of the whole formula or any component
- *Not contain volatile organic compounds (VOCs) exceeding 0.05% by weight
- *Be readily biodegradable under both aerobic and anaerobic conditions
- *Be nontoxic to aquatic life by whole formulation short-term sensitive toxicity tests
- *Have a calculated oral rat toxicity of LD50 > 5000 mg/kg by whole formulation test
- *Demonstrate minimum potential for introduction of endocrine disrupting by-products into the receiving environment, through complete absence of detectable recalcitrant metabolites formed during biodegradation tests
- *Demonstrate low potential for skin irritancy
- *Be listed with a recognized environmental health organization as a product not harmful to people suffering from environmental illness, including, inter alia, the Envirodesic™ Certification Program, the Canadian Lung Association, the Asthma Society of Canada, and the Environmental Illness Society of Canada

CONTRACTOR SUPPLIED - CLEANING PRODUCTS MATRIX INSTRUCTIONS

A minimum of 80% of the total products supplied by the Contractor must be in accordance with the specifications of the **Product Standards Certification, described in the above section.**

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Bidders **must** complete the matrix and list all the chemicals and cleaning products that will be used in the performance of the contract.

Bidders **must** be able to provide products in Categories 1 through 6 that meet Canada's Environmental Choice Program, or Green Seal's standards for *Industrial and Institutional Cleaners (GS-37)* or *Industrial and Institutional Floor-Care Products (GS-40)*, or *recognized International equivalent*. Examples of these categories include, but are not limited to the following:

- | | | |
|-----------------------------|----------------------|---------------------------------------|
| 1. General Purpose Cleaners | 2. Bathroom Cleaners | 3. Glass Cleaners |
| 4. Cleaners/Degreasers | 5. Floor Cleaners | 6. Floor Care: Finishes and Strippers |

Bidders must identify all janitorial products intended to be used in providing janitorial services to the National Research Council of Canada, by product name, manufacturer name, part # **and purpose**. Examples of these purpose categories include, but are not limited to the following: 1. General Purpose Cleaners, 2. Bathroom Cleaner, 3. Glass Cleaners, 4. Cleaners/Degreasers, 5. Floor Cleaners, 6. Floor Care: Finishes and Strippers, 7 etc. Bidders must state if the product meets, or does not meet Canadian Environmental Certification. Note: the USA Green Seal is also acceptable

	ITEM Description	MSDS Incl.		Enviro Choice <u>CAN</u>		Green Seal (Optional) <u>USA</u>	
	Incl. Mfr Name	YES	NO	YES	NO	YES	NO
	Column B.	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H
<i>ITEM</i>	EXAMPLE						
1	DUSTBANE, ORBIT part # 69280 PURPOSE: Floor finish	Yes		Yes			
2	BIOBAG, 33 GALLON Bio-degradeable trash bag. Part# 187626, 32 x43 PURPOSE: Trash bag	Yes		Yes			
	NOTE: GARBAGE BAGS must meet Bio-Degradable standards (ASTM - American Society for Testing and Materials) or Canadian Equivalent. 12-24 mos						
	Mandatory ITEM Description	MSDS Incl.		Enviro Choice <u>CAN</u>		Green Seal (Optional) <u>USA</u>	
	Incl. Mfr Name	YES	NO	YES	NO	YES	NO
	Column B.	Col. C	Col. D	Col. E	Col. F	Col. G	Col. H
1							
2							
3							
4							
5							

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6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

If additional cleaning products are used please complete a separate sheet and attach.

CALCULATIONS

Step 1

From Column E, (or, from Column G), add the Total number of **environmentally** approved products Supplied by the contractor: =

Step 2	From Column B, add the Total number of all cleaning products supplied by the contractor: =
--------	---

Step 3	% of Environmentally approved products Step 1 ÷ Step 2 = _____% *
--------	---

*** MUST BE EQUAL TO OR GREATER THAN 80% OVERALL, OR YOUR BID WILL BE DEEMED NON-RESPONSIVE AND NO FURTHER EVALUATION WILL OCCUR**

EP3	ENVIRONMENTAL PREFERRED PRODUCTS & PROCESSES	BIDDER'S RESPONSE	Met yes/no
EP 3.1	Bidders are required to list all products being supplied under this contract by completing the Cleaning Products Matrix herein		YES no
EP 3.1.1	Environmental preferred products certification: Bidders must provide proof of (The Environmental ChoiceM Program (ECP), Environment Canada's eco-labeling program, or the Green Seal as used in the United States of America, or other internationally recognized certification, for environmentally preferred products Mandatory - Bidder's products must meet the labeling requirements outlined in Green Seal's standard for <i>Industrial and Institutional Cleaners (GS-37)</i> , or (The Environmental Choice ^M Program (ECP), Environment Canada's ecolabelling program, Required Documentation - Bidders must demonstrate compliance with this requirement.		YES no
EP 3.1.2	Product Performance testing: The National Research Council may request samples from the suppliers for assessment once the initial bid evaluations are performed. The NRC's Facilities staff will test the products it chooses to evaluate performance from, but not limited to, cleaning effectiveness, ease of use, and odor. Samples will be provided at no charge and only upon the [organization's] request.		YES no
EP 3.2.1	MSDS for Contractor Supplied Products: Bidders must provide Materials Safety Data Sheets (MSDSs) for all products bids for both concentrate, if provided in concentrated form, and ready-to-use product.		YES no

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EP 3.2.2	MSDS Contact Person (Contractor) Provide notification to building management of any cleaning products used in the building. This shall include a list of all chemicals that may be used. It shall also include the name, address, and phone number of the contact person in the building; a statement that the contact person maintains the product labels and Material Safety Data Sheets (MSDSs) of each product used in the building; and information that the label or MSDSs are available for review upon request. The contact person shall be available for information and comment.		YES no
EP 3.3	Training: All Cleaning Service Providers and their personnel shall be trained in the proper handling of chemicals, proper use and maintenance of cleaning equipment, and proper cleaning procedures		YES no
EP 3.4	Special Needs & Sensitivities: Cleaning Service Providers shall request facility managers to: Identify building occupants with special needs or sensitivities (to dust, chemicals, noise levels, etc.) and have a process in place to work with management, cleaning staff, and the individual(s) to mitigate the problem.:		YES no
EP 3.5	Reporting Cleaning Opportunities: Cleaning Service Providers shall Provide information to facility managers that define opportunities for building occupants to reduce the need for more intensive cleaning processes or treatments (e.g., reporting spills and making attempts to reduce clutter in personal spaces		YES no
EP 3.6	Reducing Chemical Exposure to Cleaning Staff: Cleaning Service Providers shall provide an option for dispensing equipment that reduces worker exposure to chemicals and promotes the appropriate use of the cleaners. Required Documentation - Bidders must provide a description of available equipment and information on the features that reduce risk and exposure. A detailed description of the recommended dilution and/or dispensing system, including benefits, should be included.		YES no
EP 3.7	Reporting Pests and other cleaning issues. Cleaning Service Providers shall Communicate to the management or owners of the building the presence of pests and any maintenance issues discovered while performing cleaning operations		YES no

MUST MEET & ADDRESS EACH COMPONENT OF THE TABLE ABOVE , OR YOUR BID WILL BE DEEMED NON-RESPONSIVE AND NO FURTHER EVALUATION WILL OCCUR

Part 2 - Rated Technical/Managerial

% of pts available	Information and content provided is...
UNSATISFACTORY 0-30 %	Insufficient for any evaluation of the services offered.
POOR 31-59%	Insufficient for effective evaluation and is considered not acceptable for meeting the services requirements.
FAIR 60-69%	Minimal and is considered to be less than acceptable for meeting the services requirements.
GOOD 70-79%	Sufficient for evaluation. Services offered are average and will meet the performance of the requirement.
VERY GOOD 80-90%	More than sufficient for effective evaluation. Services offered are of above average and will more than meet the requirement. .
EXCELLENT 91-100%	Exceptional. Services offered exceed the performance requirements.

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#	TECHNICAL/MANAGEMENT RATED CRITERIA	Max pts
1	OVERALL ORGANIZATION: Provide a staffed company organization chart (2 pts) for this specific requirement that meets the Statement of Work. This should identify the responsibilities of the manager(s) (5), supervisor(s)(5), individual employee positions (5) and identify the chain of command (3).	20
2	"GREEN" EXPERIENCE: Provide brief descriptions of your company's experience with two/02 similar projects of a similar size & scope within the last five/05 years that have been at least 50% GREEN (products AND practices) including: [work description (up to 6 pts per project)], [dollar value (1 per)], [contact names & numbers (0.5 per)]. References will be verified .	15
2. a	CONTRACTOR'S PAST PERMORMANCE: The contractor must provide written references from two/2 customers that clearly state the contractor has a good track record in providing janitorial services of a similar scope. For each reference, list the name of the customer and key contact information. References will be verified.	Mandatory
3	EMPLOYEE EDUCATION AND EXPERIENCE: For Janitorial Staff assigned to this contract, list the training provided specifically: Janitorial Services from a recognized institution, and WHIMS, Health & Safety, First-Aid, Quality assurance and other related training related to janitorial services. 1 point per certificate	5
4	MONITORING OF CONTRACTOR'S STAFF: Provide a description of the contractor's intended methods to supervise and monitor the staff to. Ensure the work performance adheres to the specifications of the RPP. Info only- No points	Mandatory
5	TRANSITION PLAN: The bidder should explain in detail how it would accomplish the transition from the existing provider. A schedule or time line for the transition process should be included. This would include plans for orientation of staff and coordinating with the existing provider, for the removal of their cleaning products and equipment, etc.	Mandatory
6	EQUIPMENT: Identify ALL POWER equipment (2 pts), its age(s) (max 5 pts), appropriate quantity (ies) (max 3 pts), etc.) proposed to provide the service. This equipment is to be held on site during the term of the contract. SEE NEXT PAGE	10
	TECHNICAL/MANAGEMENT MAX PTS AVAILABLE	50

Bidders must obtain a minimum of 70 percent overall of the technical/management points to be considered for further evaluation.

EQUIPMENT Evaluation , per preceding line 6 chart.

Power Equip (2 pts)	manufacturer and model number	Avg Age: New (5 pts) ½ life cycle (3 pts) less than ½ (1 pts)	Average life cycle	Appropriate Quantity(ies) (3 pts)
Vacuum**		___yrs	___yrs	

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Non-power equipment (list only)			

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Nanotechnology Research Centre (NANO)

**APPENDIX "C"
BASIS OF PAYMENT**

EVALUATION OF PRICE: The price of bids are to be submitted and will be evaluated in Canadian dollars, the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) excluded, FOB destination for goods, shipping charges included, Customs duties and Excise taxes included. NOTE: Pricing must be an all-inclusive price for the provision of all labour, supervision, material, equipment, transportation and profit required for Janitorial Services as scheduled or on an as and when requested basis. No other charges will be allowed.

TABLE A - All Inclusive pricing – (General) Schedule						
Work Required	Square feet	YR 01 \$ per SQFT/mo.	YR 02 \$ per SQFT/mo	YR 03 \$ per SQFT/mo		EXTENSION
Main building	105,264.63	\$ /sqft/mo	\$ /sqft/mo	\$ /sqft/mo	X 36 months	\$ lot
TABLE A						\$ lot

TABLE B - All Inclusive pricing – (General) Schedule						
Work Required	Square feet	YR 04 \$ per SQFT/mo.	YR 05 \$ per SQFT/mo			EXTENSION
Main building	105,264.63	\$ /sqft/mo	\$ /sqft/mo		X 24 months	\$ lot
TABLE B						\$ lot

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Nanotechnology Research Centre (NANO)

TABLE C - For other work in addition to or outside scope of contract *as requested*

Work Required	Basis	YR01	YR02	YR03	OPTION YR04	OPTION YR04	EXTENSION
General Cleaner	100 hr	\$ /hr.	\$ /hr.	\$ /hr.	\$ /hr.	\$ /hr.	\$ lot
Emergency Clean-Up Cleaner (Outside Regular contract hrs incl transportation and min call)	10 hr.	\$ /hr.	\$ /hr.	\$ /hr.	\$ /hr.	\$ /hr.	\$ lot
Carpet Cleaning (steam)	300 sqft	\$ /sqft	\$ /sqft	\$ /sqft	\$ /sqft	\$ /sqft	\$ lot
Carpet Cleaning (steam)	Main bldg complete	\$ lot	\$ lot	\$ lot	\$ lot	\$ lot	\$ lot
Carpet Cleaning (steam)	Visitor Centre complete	\$ lot	\$ lot	\$ lot	\$ lot	\$ lot	\$ lot
Floor Finishing (strip & finish)	1000 sqft	\$ /sqft	\$ /sqft	\$ /sqft	\$ /sqft	\$ /sqft	\$ lot
Floor Finishing (burnishing)	1000 sqft	\$ /sqft	\$ /sqft	\$ /sqft	\$ /sqft	\$ /sqft	\$ lot
Floor Finishing (scrub & finish)	1000 sqft	\$ /sqft	\$ /sqft	\$ /sqft	\$ /sqft	\$ /sqft	\$ lot

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Interior Window Cleaning	Main bldg complete	\$	lot	\$	lot	\$	lot	\$	lot	\$	lot
Exterior Window Cleaning	Main bldg complete	\$	lot	\$	lot	\$	lot	\$	lot	\$	lot
Interior Window Cleaning	Out bldgs complete	\$	lot	\$	lot	\$	lot	\$	lot	\$	lot
Exterior Window Cleaning	Out bldgs complete	\$	lot	\$	lot	\$	lot	\$	lot	\$	lot
TABLE C										\$	lot
For Bid Evaluation TABLE A + B +C = TOTAL										\$	_____ lot



ID	2010B
Title	General Conditions Services (Medium Complexity)
Date	2010-08-16
Status	Active

- 01 Interpretation
- 02 Powers of Canada
- 03 Status of the Contractor
- 04 Conduct of the Work
- 05 Subcontracts
- 06 Time of the Essence
- 07 Excusable Delay
- 08 Inspection and Acceptance of the Work
- 09 Invoice Submission
- 10 Taxes
- 11 Transportation Costs
- 12 Transportation Carriers' Liability
- 13 Payment Period
- 14 Interest on Overdue Accounts
- 15 Audit
- 16 Compliance with Applicable Laws
- 17 Confidentiality
- 18 Copyright
- 19 Government Property
- 20 Amendment
- 21 Assignment
- 22 Suspension of the Work
- 23 Default by the Contractor
- 24 Termination for Convenience
- 25 Right of Set-off
- 26 Conflict of Interest and Values and Ethics Codes for the Public Service
- 27 No Bribe or Conflict
- 28 Contingency Fees
- 29 International Sanctions
- 30 Harassment in the Workplace
- 31 Entire Agreement



2010B 01 (2008-05-12) Interpretation

In the Contract, unless the context otherwise requires:

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

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

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

Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

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

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

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

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

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

2010B 02 (2008-05-12) Powers of Canada

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

2010B 03 (2008-05-12) Status of the Contractor

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

2010B 04 (2008-05-12) Conduct of the Work

1. The Contractor represents and warrants that:
 - (a) it is competent to perform the Work;
 - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:



- (a) perform the Work diligently and efficiently;
 - (b) except for Government Property, supply everything necessary to perform the Work;
 - (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - (d) select and employ a sufficient number of qualified people;
 - (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
 - (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has been conducting himself/herself improperly.

2010B 05 (2008-05-12) Subcontracts

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

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

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

2010B 07 (2008-05-12) Excusable Delay

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

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

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties



agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

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

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

2010B 09 (2008-05-12) Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - (a) the date, the name and address of the client, item or reference numbers, deliverable and/or description of the Work, contract number, Contract Number, Procurement Business Number (PBN) or GST/HST number;
 - (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - (c) deduction for holdback, if applicable;
 - (d) the extension of the totals, if applicable; and
 - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2010B 10 (2010-08-16) Taxes

1. Municipal Taxes
Municipal Taxes do not apply.
2. Provincial Taxes
 - (a) Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
 - (i) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:

Prince Edward Island OP-10000-250



Manitoba 390-516-0

- (ii) for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
 - (b) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
 - (c) Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
 - (d) The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.
3. Changes to Taxes and Duties

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

4. GST or HST

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

5. Tax Withholding of 15 Percent

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

2010B 11 (2010-01-11) Transportation Costs

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

2010B 12 (2010-01-11) Transportation Carriers' Liability

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



2010B 13 (2008-05-12) Payment Period

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 14.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

2010B 14 (2008-12-12) Interest on Overdue Accounts

1. For the purpose of this section:

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

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

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

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

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

2010B 15 (2008-05-12) Audit

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

2010B 16 (2008-05-12) Compliance with Applicable Laws

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

2010B 17 (2008-05-12) Confidentiality

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the



Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.

2. Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
3. The obligations of the Parties set out in this section do not apply to any information where the same information:
 - (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
 - (c) is developed by a Party without use of the information of the other Party.
4. The Contractor consents in the case of a contract that has a value in excess of \$10,000.00 to the public disclosure of information – other than information described in any of paragraphs 20(1)a) to (d) of the Access to Information Act – relating to the contract.

2010B 18 (2008-05-12) Copyright

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

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

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

2010B 20 (2008-05-12) Amendment

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

2010B 21 (2008-05-12) Assignment

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

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

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



2010B 23 (2008-05-12) Default by the Contractor

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

2010B 24 (2008-05-12) Termination for Convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
 - (a) on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - (b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
 - (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

2010B 25 (2008-05-12) Right of Set-off

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



from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

2010B 26 (2008-05-12) Conflict of Interest and Values and Ethics Codes for the Public Service

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

2010B 27 (2008-05-12) No Bribe or Conflict

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

2010B 28 (2008-12-12) Contingency Fees

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

2010B 29 (2010-01-11) International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 24.



2010B 30 (2008-05-12) Harassment in the Workplace

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

2010B 31 (2008-05-12) Entire Agreement

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



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 EMBLEMES			

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



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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
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 856723
Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Steve Borle		Title - Titre Site Operations Supervisor	Signature
Telephone No. - N° de téléphone 780 641 1630	Facsimile No. - N° de télécopieur 780 641 1640	E-mail address - Adresse courriel steven.borle@nrc-cnrc.gc.ca	Date 06/18/20
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Tori Pelletier		Title - Titre Analyst, Security in Contracting	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Tori.Pelletier@nrc-cnrc.gc.ca	Date
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 checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Steve Cassidy		Title - Titre Head of Procurement	Signature
Telephone No. - N° de téléphone 613-299-2722	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date June 18, 2020
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



ID	2010B
Title	General Conditions Services (Medium Complexity)
Date	2010-08-16
Status	Active

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2010B 01 (2008-05-12) Interpretation

In the Contract, unless the context otherwise requires:

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

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

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

Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

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

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

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

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

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

2010B 02 (2008-05-12) Powers of Canada

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

2010B 03 (2008-05-12) Status of the Contractor

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

2010B 04 (2008-05-12) Conduct of the Work

1. The Contractor represents and warrants that:
 - (a) it is competent to perform the Work;
 - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:



- (a) perform the Work diligently and efficiently;
 - (b) except for Government Property, supply everything necessary to perform the Work;
 - (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - (d) select and employ a sufficient number of qualified people;
 - (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
 - (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has been conducting himself/herself improperly.

2010B 05 (2008-05-12) Subcontracts

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

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

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

2010B 07 (2008-05-12) Excusable Delay

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

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

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties



agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

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

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

2010B 09 (2008-05-12) Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - (a) the date, the name and address of the client, item or reference numbers, deliverable and/or description of the Work, contract number, Contract Number, Procurement Business Number (PBN) or GST/HST number;
 - (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - (c) deduction for holdback, if applicable;
 - (d) the extension of the totals, if applicable; and
 - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2010B 10 (2010-08-16) Taxes

1. Municipal Taxes
Municipal Taxes do not apply.
2. Provincial Taxes
 - (a) Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
 - (i) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:

Prince Edward Island OP-10000-250



Manitoba 390-516-0

- (ii) for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
 - (b) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
 - (c) Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
 - (d) The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.
3. Changes to Taxes and Duties

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

4. GST or HST

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

5. Tax Withholding of 15 Percent

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

2010B 11 (2010-01-11) Transportation Costs

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

2010B 12 (2010-01-11) Transportation Carriers' Liability

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



2010B 13 (2008-05-12) Payment Period

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 14.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

2010B 14 (2008-12-12) Interest on Overdue Accounts

1. For the purpose of this section:

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

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

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

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

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

2010B 15 (2008-05-12) Audit

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

2010B 16 (2008-05-12) Compliance with Applicable Laws

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

2010B 17 (2008-05-12) Confidentiality

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the



Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.

2. Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
3. The obligations of the Parties set out in this section do not apply to any information where the same information:
 - (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
 - (c) is developed by a Party without use of the information of the other Party.
4. The Contractor consents in the case of a contract that has a value in excess of \$10,000.00 to the public disclosure of information – other than information described in any of paragraphs 20(1)a) to (d) of the Access to Information Act – relating to the contract.

2010B 18 (2008-05-12) Copyright

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

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

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

2010B 20 (2008-05-12) Amendment

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

2010B 21 (2008-05-12) Assignment

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

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

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



2010B 23 (2008-05-12) Default by the Contractor

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

2010B 24 (2008-05-12) Termination for Convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
 - (a) on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - (b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
 - (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

2010B 25 (2008-05-12) Right of Set-off

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



from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

2010B 26 (2008-05-12) Conflict of Interest and Values and Ethics Codes for the Public Service

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

2010B 27 (2008-05-12) No Bribe or Conflict

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

2010B 28 (2008-12-12) Contingency Fees

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

2010B 29 (2010-01-11) International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 24.



2010B 30 (2008-05-12) Harassment in the Workplace

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

2010B 31 (2008-05-12) Entire Agreement

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