



**REQUEST FOR PROPOSALS
DEMANDE DE PROPOSITIONS**

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

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

Title/Sujet Building Cleaning Services – Vancouver, BC	
Solicitation No./N. de l'invitation 21-58026	Date July 22, 2021
Solicitation Closes/L'invitation prend fin at/à 14 :00 on/le September 2, 2021	Time Zone/Fuseau Horaire PDT
Address Enquiries To/Adresser demandes de renseignements à : Wendy Semegen Wendy.Semegen@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).



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 one electronic copy of a Technical Proposal and one electronic copy of a Financial Proposal in two separate email attachments to fulfil the following requirement forming part of this Request for Proposals. One attachment **must** be clearly marked 'Technical Proposal' and the other attachment **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 must include the front page of this RFP duly completed.**

2.0 SCOPE OF WORK

- 2.1 To provide Janitorial Services for the National Research Council, 4250 Wesbrook Mall Vancouver, BC in accordance with the Cleaning Contract Specifications attached as Appendix "A".

3.0 PERIOD OF CONTRACT AND OPTION TO EXTEND CONTRACT

Any contract resulting from this bid solicitation will contain the following:

- 3.1 This Contract is valid for a period of FIVE years from November 1, 2021 to October 31, 2026 with an option to extend the Contract for an additional Five one-year periods.
- 3.2 The Contractor hereby grants to NRC the irrevocable option to extend the term of the Contract for an additional Five one-year periods, under the same terms and conditions. It is to be noted that NRC is not obliged to exercise this option. The exercise of this option will be at NRC's sole discretion, by providing notification in writing to the Contractor at least 90 calendar days prior to the Contract expiry date.

4.0 ENQUIRIES

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

Wendy Semegen
Contracting Authority, Procurement Services
Email: wendy.semegen@nrc-cnrc.gc.ca

- 4.2 To ensure the equality of information among Bidders, responses to general enquiries will be made available to all bidders unless such publications would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available through the Open Bidding System (OBS) to all bidders.

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

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

- 5.1 Proposals must be received electronically no later than 14:00 hours PDT, Thursday September 2, 2021, NRC server time to the following

Contracting Authority:

Wendy Semegen
Contracting Authority, Procurement Services
National Research Council Canada
Wendy.Semegen@nrc-cnrc.gc.ca

** The maximum file size that NRC can receive in a single email is 10MB. Bidders are urged not to send their proposals minutes before the closing time. Bidders must allow sufficient time for their proposal to be received by the NRC servers.

Proposals must not be sent directly to the Project Authority

- 5.2 Proposals must be delivered electronically and the Bidder's name and the **RFP No.20-58026** should be clearly indicated on the email. It is the vendor's responsibility to obtain date and time stamp receipt signed by the Contracting Authority as proof that NRC has received their proposal within the prescribed time limit. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder
- 5.3 Bid submissions must be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) attached as Appendix "C".
- 5.4 Due to the nature of this solicitation, NRC will not accept any proposal documents by facsimile.
- 5.5 NRC will not accept any proposal documents on diskette, facsimile or courier.
- 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.
- 5.8 For bids transmitted by electronic mail, the NRC will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

Electronic bids received after the indicated closing time based on NRC servers' received time will be irrevocably rejected.

Bidders are urged to send their proposal in sufficient time, in advance of the closing time to reduce any technical issues. The National Research Council will not be held responsible for bids sent before closing time but received by the NRC servers after the closing time. All risks and consequences of incorrect delivery of electronic bids are the responsibility of the Bidder.

The NRC will not be held responsible for electronic bids that are received after the due date and time due to power failure or any other electronic failure issues.

6.0 **ACCESS TO INFORMATION ACT**

- 6.1 The NRC is subject to the Access to Information Act. The bidder should identify any information or records which it is providing in its response to this RFP that constitutes trade secrets, which are supplied in confidence, and the release of which could significantly harm its competitive position. Under the Access to Information Act, NRC may be required to release information and/or records that do not fall into the categories above.

7.0 **MANDATORY REQUIREMENTS**

- 7.1 The requirements outlined in Appendix "F" Evaluation Grid, are mandatory for the consideration of the proposal. Proposals that do not meet all requirements as further set out will be disqualified and no further consideration will be given.

8.0 **MANDATORY SITE VISIT / INSPECTION MEETING**

- 8.1 **It is mandatory that the bidder attends one of the site visits at the designated date and time. At least one representative from proponents that intend to bid must attend. The site visits will be held on August 11th, 2021 at 10:00am and August 12th at 2:30pm. NRC may have multiple meetings depending on number of registrants. Bidders will meet Mr John Yuen at the National Research Council, 4250 Wesbrook Mall, Vancouver, BC.**

Bidders who, for any reason, cannot attend one of the specified dates and time will not be given an alternative appointment to view the site and their tenders, therefore, will be considered as non-responsive. NO EXCEPTIONS WILL BE MADE.

* Due to COVID-19, we are taking additional measures to protect you and our employees at the site visits.

- To allow NRC to prepare for the site visits, all proponents are asked to pre-register preferably 48 hours ahead of the job showing and identify their preferred site visit date. A maximum of two (2) participants from each company. Please register by emailing John Yuen at John.Yuen@nrc-cnrc.gc.ca
- Bidders shall provide contact name, email and phone number of person attending.
- At the site visit, to limit contact and risks:
 - o The proponents will sanitize their hands at the hand sanitizing station.
 - o The proponents will be asked to sign the Attendance Form. It is the responsibility of all proponents to verify information on the Attendance Form.

- The site visit will proceed with a maximum of four (4) proponents at a time. Each group will have approximately 20 minutes to review the site. The site visit will continue with the next group of four (4) proponents until each one has had a chance to review the site.
 - The site visits could take longer than usual, therefore anticipate a longer meeting duration.
 - Physical distancing: keeping a distance of at least 2 arms-length (approximately 2 metres) from others may not be possible at all times, therefore the use of NRC issued disposable face coverings to reduce the risk of transmission of COVID-19 is mandatory.
 - The proponents shall not impede safe access to and from the facility.
- Depending on the anticipated amount of pre-registration, the NRC may decide to schedule time slots for every group of four (4) proponents. The time slot for your site visit will be confirmed by the NRC Departmental Representative by email upon pre-registration. That time will supersede the site visit meeting time specified above.
 - Proposals submitted by bidders who have not attended the site visit or failed to submit their identification and contact information at the site visit will be deemed non-responsive.

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 **EVALUATION CRITERIA**

9.1 Proposals will be assessed using the evaluation criteria outlined in Appendix A - Section 4 Evaluation Process and in Appendix F – Evaluation Grid. Bidders should provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the bidder in his/her proposal.

10.0 **COST PROPOSAL**

10.1 The cost proposal must be a fixed price quotation, FOB Destination, GST/HST extra. The fixed price must include all the materials and services required to fulfil all aspects of the Statement of Requirement. Bidders should identify the currency on which the cost proposal is based.

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

10.3 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.

11.0 **CONDITIONS OF SUBMISSION**

- 11.1 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.
- 11.2 The method of selection will be highest combined Management Merit (30%), Technical Merit (40%) and Price (30%)
- 11.3 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFP.
- 11.4 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".
- 11.5 Any contract resulting from this invitation will be subject to the General Conditions 2035 (copy attached as Appendix "C") and any other special conditions that may apply.

12.0 **OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY**

- 12.1 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.

13.0 **CONFIDENTIALITY**

- 13.1 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.

14.0 **CRIMINAL CODE OF CANADA**

- 14.1 Canada may reject an offer where the Bidder, or any employee 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.

15.0 **LICENSING**

- 15.1 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.

16.0 **SITE REGULATIONS**

- 16.1 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.

17.0 **SAFETY REGULATIONS AND LABOUR CODES**

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

18.0 **WORKERS' COMPENSATION**

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

19.0 **COMMERCIAL GENERAL LIABILITY**

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

20.0 **T4-A SUPPLEMENTARY SLIPS**

- 20.1 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.

21.0 **GOVERNMENT SMOKING POLICY**

- 21.1 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.

22.0 **SECURITY LEVEL**

- 22.1 Prior to the performance of the obligations under this contract, all personnel that will be involved with the project must be cleared to the security level of **RELIABILITY** as defined in the security policy of Canada.
- 22.2 Any Contract resulting from this invitation will be subject to the Security Requirements Check List (SRCL), form TBS/SCT 350-103, attached at Appendix "G".

23.0 **ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT**

- 23.1 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.
- 23.2 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.

24.0 **GENERAL CONDITIONS**

- 24.1 The General Conditions 2035 entitled "General Conditions – Medium Complexity" and attached as Appendix "C" form part of this Contract.

25.0 **METHOD OF PAYMENT**

- 25.1 Payment by NRC for the Work shall be made within:
- (a) thirty (30) days following the date on which all of the Work has been delivered at the location(s) specified in the Contract and all other Work required to be performed by the Contractor under the terms of the Contract has been completed; or
 - (b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract;
- whichever is later.
- 25.2 If NRC has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, NRC shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as NRC requires. Failure by NRC to act within fifteen (15) days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

26.0 **ADDITIONAL WORK**

- 26.1 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.

27.0 **INTERNATIONAL SANCTIONS**

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

27.3 By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

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

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

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

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

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

30.1 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.

31.0 **ENVIRONMENTAL CONSIDERATIONS**

31.1 Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=3257> for this solicitation:

- * Offerors / suppliers are encouraged to offer or suggest green solutions whenever possible.
- * Offerors / suppliers are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.
- * The paper format of the offer / arrangement should be certified as originating from a sustainable managed forest and/or with a minimum of 30% recycled content.
- * Offerors / suppliers should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- * Product components used in performing the services should be recyclable and/or reusable, whenever possible.
- * Offerors / suppliers are encouraged to offer goods and/or services certified to a reputable eco-label.
- * Offerors / suppliers should use equipment that has high energy efficiency or produces low air emissions.
- * Offerors / suppliers are encouraged to offer environmentally preferred products which supports a sustainable environment for nature and wildlife.
- * Offerors / suppliers are encouraged to offer environmentally preferred products which ensure the comfort and air quality of building occupants.

Suppliers are encouraged to consult the following websites:

<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/index-eng.html>

<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/rle-qlr-eng.html>

32.0 **Integrity Provisions**

32.1 By responding to this RFP, the Proponent is subject to the integrity provisions contained in the following documents:

- The Government of Canada's *Integrity Provision*
- *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the bid

- solicitation is issued
- *all related Directives related to the above policy in effect on that date*

32.2 These documents are incorporated by reference and form a binding part of the bid Solicitation. The Bidder must comply with the Policy and Directives at the following link:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/21>

32.3 In addition to all other information required in the procurement process, the Supplier must provide the following:

* Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.

*Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

SURNAME	GIVEN NAME(S)	TITLE

28.3 An Integrity Declaration Form, attached as **Appendix "H"**, must be submitted only when:

1. the supplier, one of its affiliates has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the Ineligibility and Suspension Policy (the "Policy"); and/or
2. the supplier is unable to provide any of the certifications required by the Integrity uses.

ATTACHMENTS

Appendix "A" - Contract Cleaning Specifications
Appendix "B" - Floor Plans Ground and Second
Appendix "C" - NRC General Conditions 2035
Appendix "D" - Standard Instructions and Conditions
Appendix "E" - Insurance Conditions
Appendix "F" - Evaluation Grid
Appendix "G" - Security Requirements Check List
Appendix "H" - Integrity Declaration

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Appendix A

Request for Proposal

To Provide

Building Cleaning Services

To

Real Property Planning and Management Branch

(RPPM)

July 2021

RFP 21-58026

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Introduction

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DESCRIPTION OF WORK

Building Cleaning Services

National Research Council of Canada

Vancouver

4250 Wesbrook Mall

Vancouver, BC V6T 1W5

INTRODUCTION

- 1. Introduction** .1 The National Research Council of Canada (NRC), through the Real Property Planning and Management Branch (RPPM), is submitting this Request for Proposal (RFP) for the delivery of Building Cleaning Services including the coordination of the existing Waste Management and Recycling Program at its facilities in Vancouver, BC. The intent of the RFP is to invite private sector organizations wishing to provide the services required and described herein to submit their proposals.
- 2. Background** .1 The National Research Council of Canada is first and foremost a research organization and as such has planned its future on the basis of a renewed commitment to research excellence and relevance. As a priority, NRC will continue to be a world leader in research fields that are the keys to Canada's knowledge-based economy.
- .2 As Canada's foremost Research and Development agency, NRC is a leader in the development of an innovative, knowledge-based economy through science and engineering. This vision is realized by:
- Being dedicated to excellence in advancing the frontiers of scientific and technological knowledge in areas relevant to Canada;
 - Carrying out focused research, in collaboration with industrial, university and government partners to develop and exploit key technologies;
 - Providing strategic advice and national leadership to integrate key players in Canada's system of innovation; and take a more aggressive entrepreneurial approach to ensure the transfer of our knowledge and technological achievements to Canadian-based firms.

- .3 The Real Property Planning and Management Branch (RPPM) of NRC provides non-research services to Research Institutes and Senior Administrative departments. These services include:
- Engineering and Maintenance,
 - Utilities,
 - Property management,
 - Construction,
 - Transport,
 - Procurements services,
 - Material management,
 - Conference services,
 - Mail, and
 - Reprographics.

3. Scope of Work

Location of Work

- .1 The work to be done by the contractor under this contract will be at the 4250 Wesbrook Mall, Vancouver, B.C. Building. See Building Key Plans for details and cleanable areas for the building as identified in the Scope of Work. Unless otherwise stated, all structures and building at this site are included in the Scope of Work.

Work Included in the Scope of Work

- .2 Provide complete building cleaning services in the most efficient and environmentally friendly manner to maintain cleanliness and hygiene at the building and site.
- .3 Clean and maintain all areas within each building except those areas specifically excluded in accordance with the building design, interior building decorations and furnishings, established building operations and schedules, procedures for safety as prescribed by all applicable codes, regulations and NRC/RPPM standards.
- .4 Inspect all areas for the cleaning requirements, respond to all calls, complaints, investigate the unsatisfactory conditions and take appropriate actions.
- .5 Supply all materials, supplies and products required to carry out the building cleaning

services. Sufficient stock of materials and supplies must be maintained at the site to satisfy the cleaning requirements

- .6 Supply all equipment, power and hand tools, machines, carts, ladders and scaffolding as necessary to perform the services.
- .7 Employ such methods as necessary to avoid defacement or damage to the building and ensure all materials and methods used are compatible with the surfaces on which they are used.
- .8 Provide waste and recyclable collection of the various commodities from each building and transport them to the designated container or to a central collection location. (Receiving and Garbage Room)
- .9 **Work Excluded in the Scope of Work**
 - Collection of all hazardous and chemical waste.
 - Winter snow removal and ice control.
 - Maintenance of exterior furnishings.
 - Exterior perimeter window cleaning.
 - Re-Lamping

4. Overview of NRC's Building

Properties and Buildings

- .1 The Contractor will provide services at –
4250 Wesbrook Mall
Vancouver, BC V6T 1W5

5. Interpretation

- .1 In this contract:
 - .1 "RPPM Project Authority" means the Manager and includes a person designated by him to perform on his behalf any function under the Contract.
 - .2 "On-site supervision" means the employee of the Contractor who is designated by the Contractor as being in full charge of the

site operations of the Contractor for the purpose of the Contract.

.3 "Work" includes the whole of the works, materials, matters and things required to be done, furnished and performed by the Contractor under the Contract.

.4 "Herein", "hereby", "hereof" and similar expressions refer to the Contract as a whole and not to any particular subdivision or part thereof.

.5 NRC - The National Research Council of Canada.

.6 RPPM - The Real Property Planning and Management Branch of NRC.

.7 EME Vancouver – Energy Mining Environment – Vancouver Office

.2

Operating hours refers to NRC's regular business hours from 8:00 to 4:00 pm, Monday to Friday excluding statutory holidays, Easter Monday, Remembrance Day, and NRC's December shut-down, usually the period from noon, December 24 to January 2 of each year.

.3

Contractor shall provide full service at all NRC facilities during the B.C. Provincial Regulated holiday "Family Day" during the month of February of each year of this contract.

6. Resolution of Conflicts

.1

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

7. Regulatory

.1

The Contractor shall adhere to all applicable codes and regulations including but not limited

Standards

to: Fire Codes, Electrical Codes, Plumbing Codes, Environmental Regulations and Occupational Health and Safety Regulations. NRC, being a Federal Government Agency, can abide by Federal Codes and Regulations and is not compelled to abide by Provincial Building Codes and Regulations. However, in most circumstances and issues, NRC abides by the more stringent of either Provincial or Federal Codes and Regulations.

8. Changes to Scope

- .1 RPPM requires the flexibility to respond to changes in its operation. During the term of the Contract, RPPM may adjust the scope of the Contract. Such adjustment will be mutually agreed upon with the Contractor that there will be a change to the Contract.
- .2 Should the contractor not wish to undertake any additional work resulting from a change in scope, RPPM reserves the right to tender this portion of new work, as well as other work being done by the Contractor and deemed appropriate to combine with the additional work.
- .3 Any additions or deletions of buildings from the scope of the Contract will be negotiated as such that any price revision fairly reflects synergies contributed or lost because of the change.

9. Director's Rights and Obligations

- .1 The RPPM Project Authority shall decide whether the work has been performed in accordance with the Contract and whether the labor, materials, tools and equipment used in the execution of the work are adequate for the performance of the work.
- .2 The RPPM Project Authority shall decide whether anything done or not done as a result of directions given under this subsection has increased or decreased the cost of the work to the Contractor and the contract amount shall be increased or decreased accordingly.

SECTION 1

GENERAL REQUIREMENTS

1. **Building Cleaning Operations**

1. The Contractor shall provide all labor, materials and equipment necessary for the complete and satisfactory delivery of janitorial cleaning services to all of the buildings identified, to complete the services and frequencies indicated within this RFP, to include Routine Cleaning, Project Cleaning and On-Demand Cleaning unless otherwise specified.

2. Routine /Scheduled Cleaning Operations

a) Routine Cleaning is cleaning performed on a regular basis, which forms the bulk of the cleaning and shall be performed between the hours of 07:00 to 18:30, Monday through Friday. Building passes are required during and after regular working hours; Saturday, Sunday and statutory holidays.

b) Scheduled cleaning such as floor stripping must be performed after normal working hours, if it interferes with NRC staff or is deemed to be unsafe to be performed during normal working hours by the RPPM Project Authority and the cost to perform the scheduled cleaning after normal working hours will be borne by the Contractor.

c) Cleaning shall be carried out in such a manner that no more than 25 percent of the building will be illuminated while cleaning operations are underway during unoccupied hours, i.e. work shall be completed on each floor, or section of a floor, and lights switched off in that area, before proceeding to the next floor or section of a floor to commence operations in that area. Where individual offices are equipped with light switches, lights are to be turned on when entering to clean the office, and switched off immediately on leaving the office to proceed to clean the next office.

d) Within 15 days of award of contract, the Contractor shall submit in writing, his final plan of operations to conform with the routine cleaning (detailed schedules of daily, weekly and monthly duties to be performed in the building). A preliminary plan of routine cleaning operations shall be approved by the RPPM Project Authority for implementation.

3. Project Cleaning or On-Demand Cleaning

a) Project or on-demand cleaning shall only be performed when ordered in writing by the RPPM Project Authority for cleaning areas of the building that do not require regular routine cleaning. The Contractor will be given at least 48 hours advance notification prior to performing this cleaning operation.

b) The Contractor must not re-assign staff from Routine/Scheduled Cleaning Operations in order to perform Project, On-Demand, Post-Construction or Call-Up cleaning. Additional staff must be available to handle these regular cleaning requests.

c) **Charges for these services rendered will be based on the established fixed rate cost or the hourly charge out rate per cleaner for the term of this contract.**

4. Emergency Clean Up – Regular Working Hours

In the event of an emergency, such as a water leak/flood, the Contractor's Supervisor shall direct regular staff to the affected areas for clean-up. Following the clean-up, every attempt will be made by the cleaning staff to complete their regular duties.

There will be no additional charges during regular working hours.

5. After Hours Emergencies

a) Should an emergency arise after regular working hours including weekends and statutory holidays and should cleaning staff be called-in to the affected area for clean-up, **charges for these services rendered will be based on an established hourly charge-out rate per cleaning for the term of this contract.**

b) The contact person assigned by the Contractor must be prepared to respond to emergency calls 24 hours a day, 7 days a week and be on-site within two hours of notification.

6. Special Events Clean-Up

When requested in writing by the RPPM Project Authority the Contractor will provide additional cleaning staff, trained to handle special projects. For special event set-up and extra cleaning requirements **additional costs for cleaning prior to, during or following the special event will be rendered for extra cleaning only based on an established hourly charge-out rate, other than regular cleaning scheduled for the area.**

7. Post Construction Clean-up

a) The Contractor, when requested in writing by the RPPM Project Authority, will provide additional cleaners for construction clean-up other than regular cleaning staff based on an established hourly charge-out rate. If regular cleaning is not required in a designated area during construction, a credit for the cleaning will be given to NRC based on a cost per square meter as per established rates.

- b) **For any newly installed resilient floor finish, the Contractor shall bear the cost to seal and wax the entire floor area.**

2. Inspection of Work

The Contractor shall notify the RPPM project Authority when each Project Cleaning Operation and Scheduled Operation is completed. The RPPM Project Authority shall have the work inspected and decide whether or not it is acceptable.

3. Personnel Requirements

The following outlines the requirements for personnel to be applied to this service contract.

1. Staffing

The Contractor must submit a complete staffing plan for the building to conform with the cleaning requirements. The plan is to be approved by the RPPM Project Authority prior to implementation.

2. Key Personnel

The Contractor will be responsible for identifying and assigning sufficient personnel as necessary to accomplish timely completion of all requirements as specified in this Contract. Qualified replacement personnel must be used to cover any absences (i.e. sick or annual leave, jury duty etc.) for personnel normally responsible for performing services. These personnel shall already have uniforms, background checks, training etc. required to perform required services. All temporary and replacement personnel shall have qualifications that are equal to or higher than the qualifications of the person being replaced

3. The Contractor shall provide trained qualified personnel literate in English. The personnel assigned to a specific area shall be used exclusively in that area/building and will not perform other additional duties unless approved by the RPPM Project Authority.

4. As part of the work required for the Routine/Scheduled cleaning operations, the Contractor shall provide, **as a minimum**, the following personnel to cover all the cleaning operations detailed in the RFP;

NRC 4250 Wesbrook Mall Vancouver, BC - 2 (two) Staff

5. All staff must have and be given at regular intervals the following training requirements:
 - WHMIS
 - Laser Safety
 - Laboratory Safety
 - Spill Containment
 - Clean Room Safety
 - Industrial Safety
 - Introduction to Assignments to General Procedures
 - Chemicals Safety
 - Tools and Equipment
 - Floor Care
 - Washroom Cleaning and Disinfection
 - Green Cleaning Techniques

6. The Contractor must have staff who will be comfortable working in a general office environment, laboratories, clean rooms and noisy or dusty environments. Aversion to provide cleaning services will not be an acceptable excuse for failure to perform the janitorial duties of this contract.

7. Substitutions

Notwithstanding emergency requirements, all proposed key personnel substitutions shall be submitted in writing to the RPPM Project Authority at least two weeks in advance of substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution: a complete resume (s) for the proposed substitute (s) and any other information required by the RPPM Project Authority to approve or disapprove the proposed substitution (s). All proposed substitutes should have qualifications that are equal to or higher than the qualifications of the person being replaced.

8. Additional Key Personnel

In the event the Contractor designates additional key personnel as deemed appropriate for the requirement, the Contractor shall submit to the RPPM Project Authority for approval the information required in Sub-Section 3, Personnel Requirements.

9. Program Manager
 - a) The Project Manager must be fluent in English and must have a minimum of Seven (7) years' experience managing janitorial staff and duties at a multi-site, multi-sized and multi-use facilities. The Program Manager must be capable of communicating with the RPPM Project Authority by e-mail in English. The Program Manager must have certification in the Workplace Hazardous Materials

Information Systems Program (WHMIS) and must be certified in accident prevention training.

Contractors must submit with their submissions a resume and reference for their On-Site Program Manager to verify his/her experience as well as a copy of their successfully completed training certificates.

- b) Program management is considered critical to the performance of this Contract. The Program Manager must be available as needed to act for the Contractor to oversee and coordinate all services described in the Contract herein. The Program Manager must ensure that all indirect labor, supervision, tools, supplies, material, equipment and management necessary to provide the services in accordance with the requirements specified herein are being met and are available.
- c) The Program Manager must have full authority to reassign personnel, receive requests and notices from the RPPM Project Authority and have independent authority to take immediate actions to resolve situations requiring immediate attention.
- d) The Program Manager must be readily available to deal with the day-to-day operation of the Contract and must maintain frequent and daily liaison with the respective Site Supervisor and RPPM Project Authority to provide information on the Contractor's management and programs and ensure all potential issues are quickly identified and resolved.
- e) The Program Manager shall attend the monthly RPPM/Contractor operations meeting and may be requested to attend other meetings as and when required.

10. Site Supervisor

The Site Supervisor must have a minimum of Five (5) years' experience in janitorial supervision. All Site Supervisors must have successfully completed the WHMIS Program.

Contractors must submit with their submission a resume and a reference for their Site Supervisors as well as a copy of their successfully completed training certificates.

- a) The Contractor must provide qualified working Site Supervisor to meet the requirements of this Contract. The Site Supervisor should have sufficient experience in the services described in the Contract herein. In addition, the Contractor shall have this individual supervising on-going work, planning work and ordering materials. The Site Supervisor or delegate(s) must be on site at all times.

- b) Supervision is critical to the performance of this Contract. The Site Supervisor must be fluent in English and an individual of unquestionable integrity who displays a mature attitude with good judgment at all times and has authority to take immediate action to resolve problem situations.
- c) The Site Supervisor must be the Contractor's on-site representative with total responsibility for acceptable performance of work for all Contractor employees efforts. The Site Supervisor must have full authority to address and resolve situations requiring immediate attention.
- d) The Site Supervisor shall ensure a written daily work report is created describing what services were performed that day. If no services were performed then the report shall state that no services were performed. Report (s) shall be submitted to the RPPM Project Authority upon request. Report will also state how many employees were working on site, position worked and any deficiencies noted.
- e) The Site Supervisor must maintain frequent liaison with the On-Site Program Manager and RPPM Project Authority to provide information and ensure that all potential issues are quickly identified and resolved. Once paged or called the Site Supervisor shall respond to the call within fifteen (15) minutes and be on-site within two hours following page on days, after-hours, weekends and holidays.
- f) The Contractor shall ensure a sufficiently skilled Site Supervisor alternate is provided for any given period of time the primary Site Supervisor is unavailable. Whenever possible, the Contractor must inform the RPPM Project Authority in writing who will be the designated Site Supervisor for any given period of time.
- g) The Site Supervisor shall advise Contractor employees of the existence of any potential or actual danger to the health and safety of the worker of which the supervisor is aware. The Site Supervisor is to take every precaution reasonable for the protection of the worker.
- h) The Contractor's Site Supervisor shall ensure that all employees performing services at the site have photo ID cards and the proper building access badges in place. Any badges lost must immediately be reported to the RPPM Project Authority.
- i) Upon termination, resignation, or any other event leading to an employee leaving duty under this Contract, the Contractor is responsible for returning all ID photo badges, building access passes and keys issued to that employee.

11. Training Facilitator

The Contractor must have an in-house training facilitator who must have completed WHMIS training, UBC Workplace Safety Orientation Training Course or equivalent.

The Contractor through his Training Facilitator shall maintain a training record for each employee. The training records shall show the employee's name, type and date of each training class attended.

Provide regular re-training in "green" cleaning techniques and products.

12. Subcontractor Support

Vendors are not permitted to sub-contract to this RFP 21-58026, should you, you will be disqualified. NRC will not accept any sub-contracting to other organizations.

13. Contractor Operations Review and Report Requirements

- a) The Contractor shall be responsible for providing a monthly Operations Report consisting of a review of the Contractor's progress to date focusing on the past month and the work and level of effort planned for the future focusing on the upcoming eight-week period.
- b) The Contractor is to provide a schedule via e-mail of Operational Reviews on an annual basis. Operational reviews are to be held on or around the 10th day of every month. The first schedule is due fifteen (15) days after Contract start date with subsequent schedules provided by January 15th annually. The final schedule is to be coordinated with the RPPM Project Authority.
- c) The Contractor and the RPPM Project Authority will hold regular monthly Operational Review meetings. The purpose of the Operational Review meetings is to:
 - Allow the Contractor to present a summary of the previous month's activities to identify any issues/concerns and provide service call status.
 - Ensure maintenance of an effective Contract administration program that also ensures a successful business relationship between the Contractor and NRC.
 - Ensure coordination and active co-operation on a continuous basis between the Contractor and NRC

- Provide an initial step in avoiding disputes and claims and to settle misunderstandings at the lowest possible level and provide a forum for resolution.

- d) The Monthly Operation Review must contain at least the following details:
- Achievement and initiative
 - Quality system
 - Customer interaction
 - Environment Health and Safety
 - Employees/Customer satisfaction
 - Issues/Exposure and mitigation plan

14. Contractor Deliverables

- a) All reports, plans, schedules and other submittals provided by the Contractor are subject to the approval by the RPPM Project Authority.
- b) It is the view of NRC that the timely submittal of deliverables is crucial to the proper cleaning operation of the facilities identified in the RFP.
- d) The contractor shall be required to submit deliverables and reports at specified times throughout the life of this Contract. They are considered critical to the successful completion of all contractual requirements. The following deliverables shall be provided by the Contractor no later than the dates set forth below:

Deliverable	Frequency/Due Date
Program Manager's Daily Report/Log Sheet	As requested
Hazardous Material Inventory with MSDS Sheets	15 days after contract start date Annually thereafter
Operational Meeting Review Minutes and Action Registers	By the 15 th of every month
Annual Schedule of Operational Reviews	45 days after contract start date, annually by January 15 th
Contractor's Monthly Operations Report	By the 10 th of every month
Accident Reports	Within 24 hours after accident

List of proposed dedicated and non-dedicated tools that the contractor will bring to this contract	With proposal, approved before award, update as needed and annually on the 15 th of January of each year.
List of proposed materials and supplies to be used throughout this Contract.	With proposal, approved before award, update as needed and annually on the 15 th of September of each year.
Contractor's minutes of Health and Safety Meetings	By the 10 th of every month
Emergency Clean-up procedure	Contract start date
Worker's safety program	Contract start date
Program Manager and Supervisor designated in writing	Draft copy with submissions final 15 days prior to contract start date
Complete Quality Control Plan (with Training plan, Inspection System, etc)	10 days after award, approved before Contract start date, update as needed and annually on the 15 th of January of each year.
Quality Inspection Reports	By the 10 th of every month
Invoices	By the 10 th of every month
Accruals	By the 10 th of every month
Security Clearances for all personnel	10 days after award Updated as needed

- e) All deliverables are to be provided in soft copy by e-mail to the RPPM Project Authority. Exceptions included are invoices and copies of security clearances.

4. Health and Safety

1. The Contractor and his employees shall comply with all ordinances, rules and regulations relating to the janitorial services as well as comply with all related NRC policies and procedures.
2. The Contractor shall have an active WHMIS program (Workplace Hazardous Material Information System) and shall ensure that all products used in the workplace are classified and labeled according to WHMIS. All of the Contractor's employees must attend a WHMIS training session and laboratory safety training prior to working on the NRC premise.

3. The Contractor shall ensure that all equipment used to perform the work is in a state of good repair. The RPPM Project Authority reserves the right to have equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor shall be responsible to supply suitable replacement equipment.
4. **Do not handle or dispose of any needles, syringes, glassware, chemicals, glues, fuel or oil and do not mix them with garbage.**
5. The Contractor shall adhere to all safety measures respecting personnel and fire hazards recommended by either National and/or Provincial codes and/or prescribed by the authorities having jurisdiction concerning the equipment, work habits and procedures.
6. The Contractor shall ensure that all staff attend a WHMIS training and “Green Cleaning Technique” session before performing work at the NRC sites.
7. The Contractor and his staff must attend a safety orientation and instruction session for building with specialized equipment and/or hazards.
8. All electrically operated equipment used shall be CSA and/or ULC approved and shall be of a size and type suitable for the work required.
9. Cleaning staff shall comply with related NRC safety policies and procedures by wearing the following:
 - CSA approved safety foot wear
 - CSA Safety eye wear
 - CSA approved hard hats (as required)
10. Cleaning staff who will be required to work above 8’0” from the floor level must be trained and certified in “Fall Arrest Training”.
11. Cleaning staff will not be expected to empty garbage cans weighing in excess of 11.3 kilograms (25 lbs.).
12. The Contractor shall post visible bilingual signage during floor cleaning operation. Bilingual “Danger Wet Floor” and “Do Not Enter” signs are mandatory, a minimum 4 of each per building.
13. Contractors shall submit with their proposals details of their safety program. This program should include the specific action they will take to train their employees in:
 - Safe workplace training for general office areas, laboratories, clean rooms, etc.

- WHMIS training
 - Safe use of cleaning agents
 - Safe use of cleaning equipment
 - The use of equipment, signs, barriers or other devices to protect the building occupants or equipment
 - Recognizing other hazards or other materials that are not allowed for use in this Contract.
14. Instruct personnel to unplug all cords to avoid damage to the cord and to the outlets. Do not plug any equipment into orange receptacles. Do not use electrical receptacles on machinery in shops.
 15. Comply with NRC safety regulations. Some equipment and experiments may be potentially hazardous. Cleaners shall not touch laboratory equipment and shall familiarize themselves with safety procedures that they must follow when working in and around hazardous areas.
 16. Protective Equipment: appropriate personal protective equipment must be provided by the Contractor and used while executing the required work. Such equipment shall conform to the latest industry standards and be in good working order. Any personal protective equipment not in good working order must be replaced immediately. Safety cones or safety barriers must be used as required to identify obstructions or other unsafe conditions at the work site. The Contractor is responsible for the supply and installation of all signage, protection and barriers required to execute their work in a safe and secure manner.
 17. Accident Reporting: all accidents or injuries occurring on the NRC work site must be reported and documented to the RPPM Project Authority.
 18. Other Safety Issues: the Contractor is requested to immediately report to the RPPM Project Authority any safety issue that may affect his staff in the performance of their work. The contractor will be responsible for the health and safety of his workers and vendors as regulated by Federal, Provincial and Municipal Act and Regulations.

5. Workplace Hazardous Material Information System (WHMIS)

The Contractor shall comply with Federal and Provincial legislation regarding the WHMIS. The contractor's responsibilities include, but are not limited to the following:

1. To ensure that any controlled product brought on site by the Contractor, or their suppliers, is properly labeled.

2. To supply in the main janitorial closet of each building and one copy to the RPPM Project Authority, a three ring binder containing all material safety data sheets (MSDS) for cleaning materials being used in the cleaning operations.
3. To inform other Contractors and RPPM Project Authority, authorized visitors and outside inspection agency personnel about the presence and use of such products on the site.
4. The Program Manager and On-Site Supervisor must be able to demonstrate, to the satisfaction of the RPPM Project Authority, that he/she has had WHMIS training and is knowledgeable in its requirements. The RPPM Project Authority can require replacement of this person if this condition or implementation of WHMIS is not satisfactory.

6. Security Criteria

1. Security Screening
 - a) The Contractor must provide a list of all persons to be employed to execute work to be provided under this service contract with personal data for security screening purposes. Such security will include finger printing (when required) and will be security cleared to "Reliability Status".
 - b) Only the employees who are security cleared will be permitted to work on the NRC premises. They will be photographed and get their ID badge only when security cleared.
 - c) The Contractor must provide to the RPPM Project Authority on a quarterly basis, updated and accurate lists of its employees requiring access to the work sites. In the event the Contractor fails to comply with this subsection, the RPPM Project Authority may withhold payment from the Proponent until there is such compliance.
 - d) 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).
2. Security Requirements
 - a) 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 a building.

- b) The Contractor's staff must report abnormalities to the RPPM Project Authority by calling 604-760-9945.
- c) All cleaning personnel will be photographed and issued an identification card which they must wear in a visible manner at all times.
- d) All ID or access cards entrusted to the Contractor must be fully protected and returned to the RPPM Project Authority upon completion or termination of this Contract or upon termination of employment. Stolen, broken or lost ID or access cards must be reported immediately to the RPPM Project Authority.
- e) If a Contractor's employee opens a window, he/she must ensure it is closed and locked before leaving the premises. All doors to rooms, private or general offices, etc. which need to be unlocked by the cleaning personnel must be locked after the performance of their duties.

3. Building Keys

- a) Building keys will be issued to the Program Manager as required for each building and they must be signed in an out each day by the Site Supervisor. All keys must be returned at the end of each shift and stored in a designated location satisfactory to the RPPM Project Authority.
- b) The Project Manager shall ensure all keys issued are protected from loss and/or copying.
- c) The Contractor shall not duplicate keys supplied by NRC.
- d) Lost keys or lost card access will be back charged to the Contractor at \$50.00 each.

7. Quality Assurance Program

1. The Contractor must put in place a Quality Assurance Program which shall outline the following: (these shall be included in the submission)
 - Building inspections – identify the problem
 - Corrective action – identify a solution
 - Follow-up reports – ensure no re-occurrence
2. The Program Manager assisted by the Site Supervisors must carry out a monthly inspection sampling different building at each campus to ensure the work performance stays at the same level and standard expected by the RPPM Project Authority. Any Quality Assurance Inspection Report which

indicates a performance inferior to 80% for any part of a building may result in the application of corrective measures to be taken and such performance may be the object of action taken against the Contractor pursuant to the Contract.

3. The Program Manager's monthly reports will be reviewed, evaluated and be signed-off by the RPPM Project Authority. These reports will provide an overview of the cleaning service and identify tasks to be undertaken in the months ahead.
4. Any items or deficiencies noted in the inspection reports must be corrected within a minimum of 24 hours and to a maximum of 4 working days. Any work deemed to be urgent by the RPPM Project Authority shall be performed immediately.

8. Uniforms

1. All cleaning personnel working for this service contract on NRC premises shall be suitably uniformed.
2. All cleaning personnel shall wear a clean uniform as follows:
 - Industrial type matching shirt and trousers, coveralls or smocks. The company name, logo or crest must be clearly visible on the uniform.
3. It is mandatory that all on-site personnel be visibly identifiable.
4. All cleaning personnel must wear their Photo Identification Card in a visible manner.

9. Training

1. All of the Contractor's employees shall be trained in the safe and proper use of all equipment, chemicals, cleaning agents and supplies required for their work and in organizing their duties in an efficient manner.
2. In some case, some employees will require special training such as cleaning of the special clean-rooms, especially laboratories and/or workshops.
3. All of the Contractor's employees training records will be maintained on-site by the Project Manager or the Training Facilitator.

10. Communications

1. The successful Contractor shall establish an open line of communication that is effective in keeping a good rapport with all involved in this service contract.
2. The Program Manager, the Site Supervisors, along with some key personnel must either be equipped with a pager or a cell phone (c/w

voicemail) so they may be contacted immediately at any time.

3. The Program Manager shall register complaints and/or requests for cleaning in a log book and keep entries up-to-date as a means to communicate with the RPPM Project Authority.

Log book:

- Contractor is responsible to keep and maintain a log book.
 - It shall serve to register all requests, complaints, tasks and comments.
 - The Contractor shall record all activities other than routine cleaning.
 - The RPPM Project Authority will record any observations done that day to be rectified and compliments on work well done.
4. The Contractor must identify a contact person (s) who must be available after normal hours of work and ensure a quick response to emergency and/or service calls.
 5. The Contractor and the RPPM Project Authority shall schedule monthly meetings regarding the cleaning operations at the three campuses. Minutes of these meetings will be kept and distributed to each person in attendance. The log books and inspection sheets shall be presented, reviewed and signed off. The focus of these meetings will be on prevention and problem solving.

11. Parking

1. All parking provided at NRC facilities will be provided subject to the availability of parking spaces. The Contractor and his employees will be charged the fair market value for the use of a parking spot.

12. Assigned Office Space

1. Office space will also be provided for the Program Manager along with office space for the Site Supervisor. This office space will be provided free of charge to the Contractor who will ensure such areas are kept in a neat, clean and safe condition.
2. The Contractor must not list, publicize or use in any fashion, for business purposes the address of a building owned by NRC. A telephone, fax line, data line and internet may be installed at the expense of the Contractor but must be unlisted and must not, under any circumstances, appear in telephone directories or advertised as a business telephone.
3. NRC shall not be responsible for damage to the Contractor's supplies, material or equipment in the building nor to the Contractor's employees' personal belongings brought into the building.

4. The Contractor must have a local office. Corporate support, within 1 hour drive from the NRC office.

13. Storage Space

1. NRC will identify and provide space in each building where the Contractor may store supplies, equipment and materials. Space will be adequate for all materials and supplies for 20 days operation to be stored and kept in a neat, clean and safe condition.
2. The Contractor shall not bring or store hazardous chemicals or substances on NRC premises. The Contractor will be held liable for all costs associated with any misuse, spill, disposal, etc. of any chemical or substance which was brought or stored in a NRC building.

14. Light, Heat, Power and Water

NRC will supply all heat, light, power, hot and cold water reasonably required for the work.

15. Elevator Services

Where applicable, the Contractor shall be permitted the use of elevators and shall be responsible for their safe operation.

16. Cooperation with other contractors

The Contractor shall cooperate fully with other contractors or workers sent onto the site of the work by the RPPM Project Authority.

17. Glossary of Terms Category and Type

Detailed Information

1. Cleaner – Light Duty
Cleaner – picks up litter, empties waste containers and recycling containers, removes foreign material from drinking fountains, light emergency cleaning, spot cleans, cleans furniture, cleans fixtures and dusts all surfaces (not requiring climbing of any kind or the use of a ladder), damp mops, dust mops, vacuums; replenishes supplies in washrooms, cleans and/or washes toilet facilities, wash basins, chrome fittings, mirrors and dispensers.

2. Cleaner – Heavy Duty
Cleaner – empties, cleans and/or washes heavy waste/recycling receptacles; sweeps, damp mops, washes and scrubs floors, removes and applies floor finishes; seals floors; washes or vacuums walls and ceilings, cleans light fixtures, replaces lamps and tubes, operates powered cleaning and sanitation equipment, and other related heavy duties.
3. Routine Cleaning
Cleaning operations which are specified to be performed monthly, weekly or daily.
4. Scheduled Operations
Cleaning operations which are specified to be performed monthly, every two months, three times a year, quarterly, semi-annually or annually
5. Project and/or On-Demand Cleaning
Cleaning operations which are specified to be performed in writing only when ordered by the RPPM Project Authority.
6. Flight of Stairs
A flight of stairs is the stairs between two floor levels including landing(s).
7. Materials
Materials consist of items such as, toilet tissues, paper hand towels, hand soap, deodorant pads, plastic bags, Dixie cups, string and sani-bags, as required for the performance of the work, in addition to the supplies necessary for the physical cleaning of the building.
8. Debris/Litter
Consists of the contents of waste and recycling receptacles, sani-cans and refuse in fire hose cabinets.
Consists of paper clips, paper,

mop strings, pins, staples and other items discarded on floor or carpeting.

9. Common Areas

Consists of cleaning operations, emptying and removal of waste and recyclables from all entrances, corridors, hallways, photocopy rooms, lunchrooms, kitchenettes, washrooms, meeting rooms and conference rooms in all buildings.

10. Sweeping

Consists of removing loose, dry surface soil. Where surface is not subject to damage by solvents, use a solvent based, treated sweeping compound, dust cloth or dust mop. Where surface is subject to damage by solvents, use a wax based, treated sweeping compound, dust cloth or dust mop. Dust cloths and dust mops to be treated the day before they are to be used, to ensure no streaks are left on the floor.

11. Spray Buffing
(Spray Clean)

Consists of spraying buff on a swept floor, approximately 45.72 centimeters ahead of the floor machine. Care must be taken that no solution splashes against furniture, doors and baseboards. While the machine operates, the spray buffing pad abrades black marks and irregularities. When the working ace of the pad becomes loaded, turn the pad over or replace with a clean pad. Spray buffing is continued until all traffic marks are removed and shine restored. Floor shall be swept after spray buffing has been completed.

12. Wet or Dry Scrub

Consists of removing the top layer or layers of floor finish, using either the wet (use minimum amount of water) or dry scrub method and the application of two (2) coats of a self-polishing, non-slip floor finish to the dry, clean floor. Complete operation by cleaningsplash marks from baseboards, doors, door frames, furniture etc.

13. Wash

Consists of applying neutral detergent solution to the floor, agitating it with a mop, removing the solution, rinsing the floor and picking up the rinse water.

RESILIENT

14. - **Offices**
- **Washrooms**
- **Laboratories**

Strip and Refinish

Consists of moving furniture, sweeping floor, stripping using either the wet or dry method to remove all layers of finish. Applying a minimum of one coat of a water base sealer and three coats of a self-polishing, non-slip floor finish. Complete operation by cleaning baseboards.

NOTE :

1. Floor sealer to be applied up to the baseboards.
2. Floor finishes to be applied up to 30.48 centimeters from the baseboards except for the last coat which will be applied right up to the baseboards.
3. Each coat of finish to be laid in the opposite direction from the previous coat.
4. Baseboards to be cleaned after each scheduled operation to remove streaks and splashes.
5. When using either the wet scrub or wet strip method, use a minimum amount of solution.
6. When using the dry scrub or dry strip method, damp mop the floor twice before applying sealer or finish.
7. When using the wet scrub or wet strip method, rinse the floor twice before applying sealer or finish.

15. - **Corridors**
- **Entrances**
- **Lobbies**

Strip and Refinish

Same as for Offices EXCEPT that four coats of a self-polishing non-slip floor finish will be applied.

Polish or
Buff

Consists of covering the full floor area with a machine and brush or pad to restore surface shine.

Tile, Terrazo, Marble, Unpainted Concrete

- | | | | |
|-----|------------------------------|---------------------------|--|
| 16. | Entrances and Lobbies | <u>Strip and Refinish</u> | Same as for Resilient floors. |
| 17. | Machine Scrub | | Consists of applying a neutral detergent solution, agitating with a machine and brush or pad, picking up solution, rinsing with clear water and picking up rinse water. |
| 18. | Washrooms | Machine Scrub | As above except rinse with a disinfectant solution. |
| 19. | Washrooms | Wash | Consists of applying a neutral detergent solution to the floor, agitating it with a mop, removing the solution, rinsing with a disinfectant solution and picking up the rinse solution. |
| 20. | Washrooms | <u>Strip and Refinish</u> | Consists of sweeping floor, stripping using either the wet or dry strip method to remove all layers of finish. Applying a minimum of one coat of a water base sealer and two coats of a self-polishing, non-slip floor finish. |
| 21. | Washrooms | <u>Patrol Cleaning</u> | Consist of pickup up litter, wiping hand basins including all surrounds and shelves above, polishing mirrors, wiping up spillage and replenishing empty dispensers. This work is in addition the regular servicing. |

UNPAINTED CONCRETE

- | | | | |
|-----|----------------------|--|--|
| 22. | Most | | Consists of sweeping, stripping and applying one coat of an approved sealer. |
| 23. | Rugs, Carpets | | Consists of removing dust, dirt and litter using an upright or canister type vacuum cleaner, capable of having a crevice tool attached to clean in corners and along baseboards. |

- Consists of identifying the type of stain by look, feel or odor and removal using the appropriate remover in accordance with instructions, in commercially available spot remover kits.
- 24. Walk away mats**
- Salt Stain Removal**
- Consists of removing sand, slush or water using a wet and dry industrial type vacuum cleaner, equipped with the appropriate floor tools.
- Consists of vacuuming, flooding salt stain with water and allowing to stand for ten minutes, vacuuming up water and repeating operation as many times as necessary until the stain is removed.
- 25. Dusting**
- Consists of removing loose dirt, dust and cobwebs using an untreated dust mop or vacuum cleaner with appropriate attachments.
- 26. Spot Cleaning**
- Consists of removing finger-marks, smudges, stains and graffiti using a moistened cloth followed by a dry cloth.
- 27. Vacuum**
- Consists of removing loose dirt, dust and cobwebs using a vacuum cleaner equipped with the appropriate attachments. Consists of removing loose dust using a vacuum cleaner, back rake with wand and drape attachment and covering all surfaces on both sides.
- 28. Clean Vinyl and Leatherette Upholstery**
- Consists of removing soil marks and stains using an approved cleaner and applying an approved finish.
- 29. Wash Air Grilles/Air Diffusers**
- Consists of applying a detergent solution with a cloth to remove dust and dirt and drying with a clean cloth.
- 30. Clean Lunch and Restroom**
- Consists of cleaning up spillage, clearing off rubbish from all

31. **Shampooing & Hot Water
Extraction Method**

furniture, tables, chairs, sinks, etc. damp wiping of sinks, counters and fixtures, pickup up debris from floor emptying garbage cans and waste receptacles.

Remove and reinstall to their original location, desks filing cabinets and all other furniture and equipment within the space. Dry vacuum the carpet with an industrial type vacuum cleaner with beater brush. Pick up all paper clips, pins and staples prior to wetting the carpet.

Remove spots and stains using special cleaners. Regulate the flow of cleaning solution to moisten the fibers but not to penetrate the backing while using the scrubber. Repeat the above with extraction equipment and complete by using clear water only to extract the maximum amount of cleaning residue. Dry wipe all furniture, walls and other surfaces moistened during the work to remove staining, streaking and spotting. Place protective material beneath the contact points of all furniture and equipment to prevent stains.

32. **Waste Management
and Recycling Program**

Day-to-day management of a multi material recycling program. Collection and transportation of the various commodities and depositing them in appropriate containers at a central area.

SECTION 2
OPERATIONS AND FREQUENCIES

-
- 1. General**
- .1 The operations specified in this Section are more particularly defined in Section 1 titled the Glossary of Terms.
 - .2 When days of the week specified in Section 2 fall on a holiday, the Contractor shall perform those operations the first working day thereafter.
 - .3 The RPPM Project Authority shall have the authority to adjust Operations as specified to suit the clients operational requirements.
- 2. Exterior**
- .1 Daily
 - .1 Clean glass and sashes on both sides in entrance, exit doors and sidelights and all vestibule glazing.
 - .2 Clean and sanitize common area door handles and push Bars, all high touch surfaces.
 - .3 Sweep and keep clear of litter all entrances and ramps for the handicapped access.
 - .4 Keep all entrances clean of debris such as, cigarette butts ; paper; cartons; refuse; cans etc.

Note: All garbage containers located outside main entrances are to be monitored and emptied.
 - .5 All outside entrance areas under a roof/canopy are to be swept and kept clean.
 - .6 Monitor benches, picnic tables and garbage containers within 5 meters of an entrance way. Clean and maintain as required.
 - .7 Clean exterior ashtrays including the stainless steel Butt Stops.
 - .2 Monthly (Last week of each month, April to October)
 - .1 Clean and polish aluminum fittings, brass signs, ornamental metal work, entrance doors, push bars, exterior stair railing including railings in handicap ramps and the stainless steel Butt Stops.
- 3. Floors - General**
- .1 Preliminary Instructions
 - .1 Chairs, wastepaper baskets, etc. must not be

placed on desks, tables or work benches during cleaning operations.

- .2 Care must be taken not to allow cleaning solutions to seep under furniture legs, file cabinets or partitions.
- .3 Supply and visibly locate international signs (glyph) or bilingual Danger signs when performing all floor cleaning operations.

4. Floors - Resilient, Terrazzo, Marble, Etc.

.1 General

- .1 Remove gum and other foreign residue daily.

.2 Office Areas

- .1 Sweep and damp mop or wipe all floors weekly.
- .2 Spray buff in front and behind counters, in desk wells and traffic lanes every two weeks.

.3 Corridors

- .1 Sweep and damp mop or wipe all floors daily.
- .2 Spray buff every Friday.

.4 Laboratories (Project Cleaning)

- .1 Sweep and damp mop floors every two weeks.
- .2 Spray buff monthly (2nd week of each month).

.5 Project Cleaning

- .1 Strip and refinish when requested.

5. Floors - Hardwood

.1 Preliminary Instructions

- .1 Use a minimum amount of water to remove spillage.

.2 General

- .1 Sweep and damp mop all floors weekly.

-
- 6. Floors - Concrete**
- .1 General
 - .1 Sweep all floors using a dust control method daily.
 - .2 Remove gum and other foreign residue daily.
 - .3 Wash all floors weekly.
 - .2 Laboratories (Project Cleaning)
 - .1 Sweep all floors using a dust control method weekly
 - .2 Wash all floors every two weeks.
 - .3 Active Storage Space
 - .1 Sweep and wash all floors monthly (3rd week of each month).
 - .4 Project Cleaning
 - .1 Machine scrub floors when requested.
 - .2 Machine scrub and reseal unpainted floors when requested.
- 7. Carpeting**
- .1 General
 - .1 The contractor shall use an industrial type vacuum cleaner equipped with the proper tools, beater bar and a magnetic bar.
 - .2 Remove spots and stains from carpeting and rugs daily, using methods and solutions approved by carpet manufacturers and clean up spills as soon as possible after observation or notification. Report to the RPPM Project Authority spots on carpeting or rugs that cannot be removed by normal means and any damage to or lifting carpeting.
 - .3 Clip loose threads during vacuuming operation.
 - .2 Offices
 - .1 Vacuum all carpeting and rugs on a full floor basis every two weeks (Tuesday).
 - .2 Where T mats are in use, remove, vacuum carpet, clean T mat and replace.

- .3 Corridors, Elevator Lobbies & Lobbies
 - .1 Vacuum on a full floor basis every second day.
- .5 Project Cleaning
 - .1 Clean carpets using the shampooing and hot water cleaning/extraction method when requested.
- 8. Walk-Away Mats**
 - .1 General
 - .1 The Contractor shall use an industrial type, wet and dry vacuum cleaner equipped with the proper floor tools and of sufficient suction to remove wet or dry sand, water, etc. from the mat.
 - .2 Vacuum mats daily. During inclement weather, vacuum mats more often if necessary.
 - .2 Daily
 - .1 Vacuum and remove debris from all mats.
 - .3 Monthly
 - .1 All walk-away mats are to be completely machine scrubbed, shampooed and cleaned as scheduled by the RPPM Project Authority.
 - .4 Annually
 - .1 Annually, mats are to be completely machine scrubbed, shampooed and dried.
- 9. Miscellaneous**
 - .1 Weekly (Monday)
 - .1 Dust public telephones.
 - .2 Dust display cases.
 - .2 Twice Per Month (1st and 3rd week of each month)
 - .1 Clean exterior sash of notice boards.
 - .3 Monthly (1st week of each month)
 - .1 Clean and polish all decorative metal fittings using an approved product.

- .4 Project Cleaning Annually (offices, laboratories, library, open ceiling areas, shops, corridors, stairwells and storage areas.)
 - .1 Dust or vacuum ledges, tops of partitions, pipes and other high areas including tops of hanging light fixtures and conduit 1.8 meters to 4 meters.
 - .2 Wash all air intake grilles, air diffusers, air ducts, metal surrounds and open radiators.
 - .3 Clean convector covers. (Caution is to be exercised in laboratories regarding laboratory equipment.)

- 10. **Entrances, Exits, Lobbies, Main Floor Elevator Lobbies and Connecting Corridors**
 - .1 General
 - .1 Keep free of litter.
 - .2 Clean furniture as per office furniture.
 - .3 Walk-away mats are to be removed or rolled up to complete floor cleaning operations.

 - .2 Weekly
 - .1 Spot clean both side of windows.
 - .2 Remove gum and other foreign residue.
 - .3 Sweep, wash and spray buff floors. Provide additional damp mopping of floors during inclement weather.
 - .4 Vacuum on a full floor basis.
 - .5 Clean directory board frame.

 - .3 Semi-Annually
 - .1 Wet or dry scrub and refinish.

 - .4 Annually
 - .1 Strip and refinish floors on a full floor basis.

- 11. **Stairs, Landings, Railings & Ramps**
 - .1 Weekly (Wednesday)

- .1 Sweep and damp mop.
- .2 Remove gum, other foreign residue and litter.
- .3 Dust and spot clean handrails, vertical grilles, baseboards, stringers, ledges, balustrades, balusters and panels.

.2 Quarterly

- .1 Wash stairwell handrails.

.3 Annually

- .1 Strip and refinish terrazzo, marble or resilient surfaces.

12. Elevators

.1 Weekly

- .1 Clean interior and exterior bright metal work and wood surfaces.
- .2 Clean interior of cab to remove finger marks, smudges and stains on doors, ceilings, door frames and walls including control panels.
- .3 Scrape and vacuum clean doorsill/track grooves in both the cab and on each landing.
- .4 Sweep, damp mop and spray buff floors when mats not in use.
- .5 Vacuum carpeted floors.
- .6 Remove gum and other foreign residue from floors.

.2 Semi-Annually

- .1 Wet or dry scrub and refinish floors.
- .2 Clean, wax and buff floors.

.3 Annually

- .1 Wash interior of elevator cabs.

**13. Washrooms
Public & Private**

.1 General

- .1 Washrooms shall be patrolled, cleaned and empty dispensers shall be replenished by mid-day.
- .2 Blocked toilets, sinks, urinals and drains to be cleared immediately by use of a plunger. If plumbing work is necessary, notify the RPPM Project Authority.
- .3 Replace plastic bags with correct size in wastepaper receptacles and refuse receptacles when dirty or torn.
- .4 Supply and install sanitary napkin bags.
- .5 Supply, install and replace urinal plugs, screens and or deodorant blocks as required in each urinal.
- .6 Maintain and service all existing hands-free sanitation units (Parell or equivalent). Maintenance and servicing shall include, but not limited to the supply of the germicide liquid and batteries for the faucets, etc.

.2 Daily

- .1 Remove gum and other foreign residue.
- .2 Sweep all floors.
- .3 Damp mop with a disinfectant solution.
- .4 Dust off tops of partitions.
- .5 Remove all trash from strainers in base of urinals.
- .6 Wash both sides of toilet seats, interior and exterior of bowls, urinals and washbasins using a disinfectant detergent.
- .7 Clean and disinfect all water taps, dispensers, door plates, flush valves and the exterior of wastepaper and refuse receptacles.
- .8 Clean flush tanks, shelves, high ledges, mirrors, window stools and exposed piping.
- .9 Spot clean walls, partitions and doors to remove

finger marks, graffiti and other marks.

- .10 Empty sani-cans, wash, disinfect, supply and insert new bags of correct size.
- .11 Empty all wastepaper and/or recycling receptacles.
- .12 Supply and replenish soap in containers, toilet paper, paper towels and sanitary napkin bags in dispensers.

.3 Bi-weekly (Thursday)

- .1 Wash on both sides partitions and partition doors and the ceramic walls using a disinfectant detergent.
- .2 Descale toilet bowls and urinals.
- .3 Pour a pail of clean water into each floor drain.
- .4 Spray buff resilient, terrazzo and marble floors.

NOTE: Spray buff terrazzo floors with a buffing agent.

.4 Monthly (2nd week of each month)

- .1 Wash and disinfect the interior and exterior of wastepaper and refuse receptacles including metal containers.

.5 Semi-annually

- .1 Wash all walls, ceilings, fixtures and partitions.
- .2 Strip and refinish terrazzo and resilient floors.
- .3 Strip and refinish concrete floors.

**14. Interior Glass
Cleaning**

.1 General

Daily

- .1 Spot clean all glass in doors, glass partitions and/or glass panels in partitions.
- .2 Spot clean display case, directory board, notice board etc.

- .3 Remove all foreign substances such as tape, etc.
- 15. **Furniture and Fixtures of Common Areas**
 - .1 Preliminary Instructions
 - .1 **Papers and files left on furniture shall not be disturbed by the cleaning staff.**
 - .2 **Cleaning of laboratory benches, laboratory sinks, stationary and movable equipment is excluded.**
 - .2 Monthly (1st week of each month)
 - .1 Dust and remove stains from vertical surfaces.
 - .2 Dust tops of lockers and storage cabinets.
 - .3 Clean bases and tops of free standing screens.
 - .4 Dust artificial plants, remove debris from containers and damp wipe exterior of containers.
 - .5 Clean interior of public and private clothes closets.
 - .6 Wash boot trays and/or boot shelves.
 - .7 Vacuum upholstered furniture.
 - .8 Clean and polish both sides of bookcase glass doors and remove tape and foreign residue.
 - .9 Dust ledges inside desk wells.
 - .10 Dust pictures and wall hangings (excluding paintings and art objects).
 - .4 Semi-Annually
 - .1 Clean using an approved product all leather, vinyl and leatherette upholstered furniture in boardrooms and lobby areas.
- .5 Project Cleaning
 - .1 Shampooing of upholstered furniture when requested.
 - .2 Vacuum upholstered free standing screens

16. Waste Receptacles

- .1 General (All common areas)
 - .1 Supply and install plastic bags of correct size in garbage cans and waste receptacles. Replace plastic bags with correct size when dirty or torn in all areas including excluded areas.
 - .2 Empty all waste and/or multi- recycling receptacles.
- .2 Laboratory Waste (Household)
 - .1 Household Laboratory waste will be put out in the hallway for collection by the cleaning staff Tuesdays between 10 am to 2 pm. At other times, Laboratory staff will take their waste to the nearest recycling station. Cleaning staff will not be required to enter a laboratory to collect household waste.
 - .2 Cleaning of laboratories as per schedule and frequency noted in the RFP.

17. Doors, Door Frames, etc.

- .1 Monthly (2nd week of each month)
 - .1 Clean finger marks from doors and door frames.
 - .2 Clean metal push bars, kick and hand plates using an appropriate cleaner.
 - .3 Dust doors, door frames and grilles.
- .2 Annually
 - .1 Wash doors, grilles and frames.

18. Emergency Fire Equipment

- .1 Monthly (4th week of each month)
 - .1 Clean both exterior and interior of fire extinguisher cabinets.
 - .2 Dust fire extinguishers.
 - .3 Dust wall hung equipment.

19. Water Fountains and Water Bottles Fillers

- .1 Daily
- .1 Wash and disinfect. Odor of disinfectant must not be objectionable. Clean fixtures and remove build-up with an approved product.

20. Walls, Partitions and Baseboards

- .1 Monthly (2nd week of each month)
 - .1 Remove finger marks, smudges and stains from painted walls and partitions.
 - .2 Dust baseboards, ledges and moldings.
 - .3 Spot clean vinyl covered walls, doors and partitions.
 - .4 Dust marble walls, columns and frames.
 - .5 Spot clean fabric and carpeted walls, columns, screens and partitions.
 - .6 Panel and decorative wood to be dusted with treated cloths approved by the RPPM Project Authority.

21. Contractor's Space

- .1 General
 - .1 Each building, except very small ones, has one or more janitor's closets and other areas for the storage of cleaning equipment and supplies.
 - .2 Store material and equipment only in the areas provided.
 - .3 All storage areas shall be locked only with locks which are keyed to the NRC master key systems.
 - .4 To be kept free of litter.
 - .5 Mops to be washed clean before storing. All other equipment to be kept clean and materials neatly stored.

22. Freight Receiving Areas

- .1 Project Cleaning

-
- 23. Wastepaper/
Cardboard/Blue
Boxes/Recycling** .1 General
- .1 All recyclable wastepaper and cardboard cartons, unless marked otherwise, remains the property of the NRC.
 - .2 Cardboard cartons containing paper and marked RECYCLABLE are to be transported to a central designated area at site.
 - .3 Collect all recyclable paper and cardboard, book stock, etc.
 - .4 Photocopy centers shall be done as required to maintain a neat and tidy appearance.
- 24. Building
Operations** .1 Report any and all maintenance repairs required to the building, such as heating system, plumbing, electrical or water system failures to the RPPM Project Authority.
- 25. Lunchrooms and
Rest Areas** .1 General
- .1 Patrol and clean daily or more often if deemed necessary.
 - .2 Cleaning to include exterior of vending machines.
- .2 Daily
- .1 Clean up spillages.
 - .2 Load, operate and un-load dishwasher twice daily.
 - .3 Sweep and damp mop on a full floor basis.
 - .4 Spot clean wall.
 - .5 Empty receptacles and replace plastic.
- .3 Weekly (Friday)
- .1 Dust all horizontal surfaces.
 - .2 Wash all furniture, tables, chairs, sinks, etc.
 - .3 Sweep, wash, spray buff floors.

- .4 Vacuum and spot clean carpeting on a full floor basis.
- .5 Supply and replenish all soap and paper towels in dispensers.
- .6 Empty, wash and disinfect garbage cans and recycling containers, replace plastic liners as required.
- .7 Spot clean all walls, doors, partitions and exterior of cupboards.
- .8 Spot clean exterior of refrigerators and microwave ovens.
- .9 Clean interior of microwave ovens.
- .10 Move the Food Scrap container out for to be transported to a central designated area at site.

.4 Annually

- .1 Strip and refinish floors on a full floor basis.

**26. Chalkboards/
White Boards**

.1 General

- .1 **CAUTION! DO NOT CLEAN** chalkboards/white boards containing written information.
- .2 Do not use oiled or dust treated cloths in cleaning chalkboards/whiteboards.

27. Locker Rooms

.1 Weekly

- .1 Empty waste receptacles.
- .2 Dust and spot clean exposed surfaces of lockers including tops.
- .3 Remove gum and other foreign residue.
- .4 Sweep and Damp mop floors using a disinfectant detergent.

- .2 Semi-Annually
 - .1 Wash the exterior of lockers.
 - .2 Strip and refinish floors on a full floor basis.
- .3 Terrazzo - Quarry Tile-Vitreous
 - .1 Wash with a disinfectant detergent weekly (Monday).
- 28. Showers**
 - .1 Weekly (Wednesday)
 - .1 Polish handles, shower heads and other fixtures.
 - .2 Remove all pieces of soap and other foreign matter.
 - .3 Wash walls, shower curtains and glass doors using a disinfectant detergent containing “sequestering agents” to remove soap scum and rinse with clear water.
 - .4 Scrub floors using a disinfectant detergent containing “sequestering agents” to remove soap scum and rinse with clear water.
 - 5 Blocked drains to be cleared immediately by use of a plunger, if plumbing work is necessary notify the RPPM Project Authority.
- 29. Electrical Rooms, Telecommunication Closets**
 - .1 Project Cleaning
- 30. Mechanical Rooms**
 - .1 Project Cleaning
- 31. Conference Rooms, Meeting Rooms and Auditoriums**
 - NOTE: To be inspected by the cleaning staff each day. All cleaning deficiencies to be corrected by 08:30 hours. These rooms to be monitored daily and cleaned as required.**
 - .1 General
 - .1 Vacuum carpet on a full floor basis weekly.
 - .2 Beverage and other stains to be spot cleaned.

.2 Daily

- .1 Wooden conference tables and side tables will be damp wiped to remove stains and dust. Other tables with glass tops to be wiped using a non-streaking cleaner. Furniture polish can be used where required.
- .2 Walls and doors shall be spot cleaned.
- .3 All glass to be spot cleaned.
- .4 Waste containers to be emptied and wiped.
- .5 Counters, sinks and cupboards in adjacent coffee areas or side rooms to be cleaned.
- .6 Pictures, clocks, audio-visual equipment, etc., to be dusted.
- .7 Additional dishes remaining in these rooms from previous meetings or catering shall be removed to a designated area.

.2 Project Cleaning

1. Shampooing of the carpet and furniture when requested.
2. Special cleaning of hardwood flooring and area carpets when requested.

**32. Waste Management/ .1
Recycling Program**

General Requirements

- .1 The Contractor is responsible for the complete collection and transportation of all waste and recyclable items and brings them to designated waste container(s).**
- .2 For the individual recycling containers within each building the contractor is responsible to supply all clear plastic bags for the placement in the individual glass/cans/plastic/paper/waste containers.**

- 3 Recycling containers must be washed weekly and disinfected and stacked when not in use within a designated storage area.
- .4 The contractor must ensure that contamination of the recycled material does not occur. All recycle material must be visually checked and any contaminants removed prior to disposal into the appropriate containers.
- .5 The contractor is responsible to notify the RPPM Project Authority when the containers require emptying. The contractor must notify NRC prior to 02:00 pm for the container to be emptied the following day.

.2 **Recycling**

- .1 The Contractor will be responsible for the operation of the day-to day management of a multi-material recycling program at NRC's various sites.
- .2 At present, NRC is source separating and recycling five (5) commodities. These are as follows:

Paper

All grades of mixed and colored paper including newspaper and fax paper.

All paper is to be collected including paper hand towels from all washrooms, taken and deposited in the designated container. This may require to be done daily.

Cardboard

All cardboard, such as boxes will be collected, broken down, transported and deposited in the designated container. This may be required to be done daily.

Glass/Cans/Plastic Bottles

All glass, cans, plastics are to be picked-up and collected from the designated recycling containers. These are to be collected and deposited in the appropriate container. This may require to be done daily.

Wooden Pallets

As the need arises, the contractor is responsible to collect and transport the wood pallets and bring them including stacking by the dumpsters. NRC will be responsible for the disposal of these pallets.

33. Special Cleaning Requirements

.1 General Requirements

- .1 Repaired, new or replaced flooring shall be cleaned and sealed prior to refinishing and the area being occupied at no additional cost to NRC.**
- .2 All loose boxes, wooden pallets and litter in hallways, loading docks and stairways shall be picked up and properly disposed of in the appropriate containers and/or transportation to central recycling area.
- .3 Water leaks and spills shall be cleaned up without delay.

SECTION 3
EQUIPMENT/MATERIALS/PRODUCTS

-
- | | |
|--------------------------------------|--|
| 1. Equipment/
Supplies | <p>.1 The Contractor shall supply all equipment, materials or products required to carry out the work as described in the RFP.</p> <p>.2 All equipment, materials or products are to be approved by the RPPM Project Authority.</p> |
| 2. Materials and
Products | <p>.1 Contractor shall submit with his tender and annually thereafter a complete listing of all materials, products, tools/equipment that is to be used for the purposes of execution of this service contract for review by the RPPM Project Authority. As well, from time to time he may be required to provide samples of materials or products from his stock for testing purposes.</p> <p>.2 <u>Products</u></p> <p>a) <u>Background</u></p> <ul style="list-style-type: none">• NRC strives to utilize environmentally preferred products where economically feasible. Work under this service contract comprises the supply and delivery of non WHMIS regulated, bio-degradable and fragrance free janitorial products.• NRC's expectation for the proper cleaning of its facilities in the NCR will be through the implementation of a proper "Green Cleaning Program" supported by standard operating procedures, storage procedures and staffing plans that address sustainable and effective cleaning and hard surfaces maintenance.• The Contractor must identify in his plan the selection of products, equipment and procedures to be used to clean and maintain the building environment in a clean, safe and environmentally responsible manner so as to maintain a good image of NRC. |

- Cleaning products acceptable to NRC must be recognized and certified by either Environmental Choice, Green Seal or Ecologo, demonstrating that the product has undergone and successfully passed the stringent requirements of the environmental certification program.

b) Products: The general categories NRC wishes to consider are as follows:

Category A: Environmentally responsible products including hand-cleaner/soap, heavy-duty hand-cleaner for shop applications, disinfectants, all-purpose cleaner, window cleaner, bowl cleaner, liquid air freshener, floor finish, floor stripper, furniture polish, sweep compounds, waste and recycling can liners.

Category B: Environmentally responsible custodial paper products.

Category C: Sundry cleaning items such as brushes, brooms, mops, mop buckets and pails, dispensers, trash containers, dustpans, scouring pads, scrapers, cutting knives, etc.

Category D: All miscellaneous and non-controllable items such as cutting knives/blades, recycling plastic bags, garbage bags and deodorant blocks/pucks, etc.

c) The Contractor shall provide the following information for evaluation purposes within a table referencing the following:

- Product name
- Manufacturer
- MSDS available – yes/no
- Certification - Environmental Choice
 - Green Seal
 - Ecologo
 - Other
 - None
- Product description/use
- Unit Price

- d) The Contractor must provide a complete descriptive and illustrative information related to the products to be used at the NRC facilities as part of any awarded contract. Include the following with your technical submission; Material Safety Data Sheets as well as product labels on information and specification sheets. Product information should include percentages of active ingredients and recommended dilution rates.
- e) The Contractor must provide at time of tender submission a sample of the supplies, products, c/w associated dispensers he proposes to use throughout the contract.
- f) Towel and tissue products may be derived from renewable resources or made from non-tree fiber and comply with the following:
- Guidelines for post-consumer recycle content
 - Green Seal
 - Ecologo
- g) Waste and Recycling can liners, oxo-biodegradable liners that must contain a minimum of 60% post-consumer recycled content.
- h) Color coded micro fiber clothes and mops for various cleaning tasks.
- i) Vacuum cleaners and/or Carpet Extractors must be recognized and identified by the Carpet and Rug Institute "Green Label" testing and seal of approval, operating at less than 70 decibels.
- j) Electric and battery-powered floor buffers and burnishers must be equipped with HEPA filters for fine particulates and operate at less than 70 decibels.

**3. Products/
Supplies**

.1

The following is a limited listing of products to be supplied and replenished by the Contractor.

.2

Washroom Fixture

- a) All washrooms within the NRC building are equipped with Hands-free Faucets (Watts P44-BPL1-VA-0000).
- b) The Contractor shall include in his proposal the cost to service and maintain this equipment as well as to replace batteries, waterless urinal cartridges (Sloan 1001500 cartridge) and the urinal pad (BRODI "ChuckIt-BioGal Urinal Deodorizer or equivalent) when required.
- c) The existing "Hands Free" washroom fixtures are battery operated.

Auto Faucet

- 4C-cell alkaline batteries

d) Foam Hand Soap

- Green Certified Foam Soap Lotion with moisturizers 1250 ml bag Manual Foam Dispenser
- Acceptable products will be Kruger, Tork, Gojo or approved equivalent.

3. Polyethylene Biodegradable liners

- 22" x 24" - strong
- 35" x 50" - strong
- 30" x 38" - strong

4. Paper Hand Towels

- 100% recycled fiber minimum 700-1000 foot roll. Touchless Mechanical Towel dispenser portion controlled.
- Acceptable products will be Kruger, Cascades, Kimberly-Clark, Georgia Pacific, Tork or approved equivalent.

5. Washroom Tissue

- 100% recycled 2 ply minimum 700-1000 foot roll, white in color, tissue dispensers suitable for high traffic use.
- Acceptable products will be Kruger, Cascades, Kimberly-Clark, Georgia Pacific, Tork or approved equivalent.

Note: Existing hand towel and tissue dispensers are presently supplied by Planet Clean. In the event that there is a change in the supplier of hand towels and tissue, the contractor will be responsible and must bear all costs to repair and make good damaged walls or surfaces.

6. **Recycling Material Handling**

All recycling bins, 90 liter blue and grey wheeled recycling carts will be supplied by NRC.

The Contractor is responsible to clean, maintain, provide the polyethylene liners and do the required sorting, collection and disposal of the material to the locations identified.

Blue recycling bins are primarily located in service nooks, meeting rooms, photocopy area and other locations.

Black, Blue, or grey 90 liter wheeled carts are primarily located in the shipping/receiving areas, high output printer areas, located on each floor area within specific building.

SECTION 4
EVALUATION PROCESS

1. Proposal Evaluation Process and Criteria

1. General information

- a) This section describes the process RPPM will use to evaluate the proposals and determine the successful Contractor.
- b) The evaluation process will have three (3) phases, as described below. Contractors are required to submit the following packages:
 - Mandatory Requirements
 - Management/Technical Proposal
 - Financial Proposal

NO FINANCIAL INFORMATION WHATSOEVER SHALL BE INCLUDED WITH THE MANAGEMENT/TECHNICAL PROPOSAL. THE FINANCIAL PROPOSAL SHALL BE A SEPARATE EMAIL ATTACHMENT,

- c) The Management/Technical Proposal shall be submitted in a separate email attachment, minimum font size of 12 points. Unnecessarily elaborate brochures or other presentations, beyond which is sufficient to present a complete and effective proposal are not desired. All information and materials submitted should be relevant to each section and the requirements.

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

- d) Contractors are required to submit one email attachment of their Management/Technical Proposal and one email attachment of their Financial Proposal.

2. Evaluation Method

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

Management Proposal	30 percent
Technical Proposal	40 percent
Pricing Schedules	<u>30 percent</u>
Total Score	100 percent

The Proponent receiving the highest total score determining that their proposals offer the best overall value to NRC will be recommended to be

approached in order to finalize the details of a contractual agreement for the provision of the required services requested in the RFP. In the event of a tie, the Proponent submitting the lower price for the services will be selected.

3. Types of Evaluation Selection Criteria

For the purposes of this RFP, there are two types of evaluation criteria: “Mandatory and Rated”. Failure to meet ALL Mandatory Criteria (MC) will result in the Proposal being non-compliant and will not be considered further in the Management and Technical Evaluation phase (MR and TR, rated criteria). Once the Mandatory Criteria has been met, the Proposal will be evaluated against the Rated Criteria. Proponent’s proposal must score a minimum of 75% of the total points allowed for the “Rated Requirements” for their proposal to be considered further.

Only those proposals that meet all Mandatory Requirements and meet or exceed the minimum total scoring of 75% of the points for the “Rated Requirements” (MR and TR) will then have their financial proposal evaluated.

2. Management/Technical Proposal

1. General

The Management/Technical Proposal shall contain the following elements:

- Title Page
- Table of Contents
- Introduction
- Previous Experience on similar work
- Contractor’s Senior Team
- Draft Contract Management Plan encompassing the following:
 - Contract Management Plan
 - Site Organization Plan
 - Human Resources Plan
 - Material and Equipment Plan
 - Quality Management Plan
 - Health and Safety Plan
 - Communications Plan
 - Transition Plan
- Appendices
 - Appendix 1 - A completed and signed Request for Proposal

form

- Appendix 2 - Corporate literature
- Appendix 3 - Resumes and certification requirements

2. Description of Proposal Elements

1. Previous Experience on Similar Work

- Demonstrate experience on contracts of a similar scope by listing at least three previous similar contracts/assignments undertaken within the last five years that are relevant to this requirement. Must demonstrate in having a minimum of five (5) years recent experience in providing janitorial services to large institutional and/or commercial sites with numerous, multi purpose facilities and laboratories of various size.
- Complete the following Table – Relevant Contract Information to provide basic information for each relevant contract/assignment proposed. For each contract listed in the Table, provide in a narrative format, a brief description of the contract objectives and its approach and methodology and the relevance of this experience to the requirements outlined in this RFP.
- Describe the stability of the workforce on these projects. What was the turnover rate of personnel on these projects?

Contract Name	Client	Client's Point of Contact	Client's Tel. No. and E-mail address	Proposed Resources Who Worked on the Contract	Contract Value	Start/End Dates

Table – Relevant Contract Information

- A minimum of three contracts of similar scope and nature shall be described. However, Contractors may describe as many previous contracts as they feel is necessary in order to adequately describe the experience and qualifications of the Contractor and of the proposed team. References may be contacted.

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

disqualification of the experience for evaluation purposes.

3. Draft Health and Safety Plan

- Elaborate in detail the Contractor's Health and Safety Plan for its functions as it conforms to applicable legislative standards and policies including, but not limited to the following:
 - Spill management
 - Safe workplace training
 - Specialized training of specific employee
ie. Clean rooms, hazardous equipment
 - WHMIS training
 - Recognized Building Cleaning Programs
 - Use personal protective equipment
- Describe in detail the Health and Safety Program or practices currently in place, including training and monitoring of staff performance.

4. Proposal Evaluation

1. Mandatory Criteria (MC)

To be compliant and to be considered further in the evaluation, Contractors **must** meet the following Mandatory Criteria:

Reference	Description	Achieved?
MC1	Site Visit/Inspection Tour: It is mandatory that the Contractor or a representative of the Contractor visit the site and examine the scope of work required and the existing conditions. Proof of attendance form to be signed at the Site Visit and briefing session.	Yes/No
MC2	Management/Technical Proposal: 1 separate email attachment must be provided	Yes/No
MC3	Separate Financial Proposal: 1 separate email attachment of a Financial Proposal must be provided and submitted separately.	Yes/No

2. Evaluation of Management Proposal (MR)

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

REF. #	Evaluation Criteria	Maximum Points Awarded
--------	---------------------	------------------------

<p>MR1</p>	<p>Corporate Background:</p> <p>A) The corporate background description details of: Business activities - 3 points Core business of cleaning services – 8 points</p> <p>B) Demonstrated cleaning experience in a: Laboratory – 7 points Hospital – 5 points Institution environment – 7 points Mixed - 5 points</p> <p>C) Relevant experience: Similar in size - 5 points Similar in complexity – 5 points Similar in nature – 7 points</p>	<p>52</p>
<p>MR2</p>	<p>Understanding of the Requirements:</p> <p>A) Demonstrated comprehensive knowledge of all aspects of the work specified outlined in the RFP. ▪ 8 points</p> <p>B) Demonstration of how and with what resources the Contractor intends to deliver the service/work outlined in the RFP. ▪ 8 points</p> <p>C) Demonstration that the contractor is cognizant of the full extent of the tasks called up in the RFP. ▪ 8 points</p>	<p>24</p>
<p>MR3</p>	<p>Contractor previous Experience on Similar Work:</p> <p>The Contractor should demonstrate that he has had a minimum of five (5) years <u>recent</u> experience in providing janitorial services to large institutional and/or commercial sites with numerous multi-purpose facilities of various sizes, as well as having experience in maintaining large laboratory facilities which handle hazardous materials.</p> <p>Submission of 3 references clearly demonstrating the management of cleaning operations described within the RFP.</p> <p>- 24 points</p>	<p>24</p>

	<p>Total points for Management Proposal:</p> <p>Minimum passing points: (75%)</p>	<p>100</p> <p>(75)</p>
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3. Evaluation of the Technical Proposal (TR)

The following description of criteria below illustrates some of the factors that will be applied to evaluate the criteria applied to the Technical Proposal.

Ref.#	Evaluation Criteria	Max. Points
TR1	<p>Material and Equipment Plan:</p> <p>Comprehensive listing of the materials, products and equipment, including name and/or manufacturer. Preference will be given to materials and products that meet the “environmentally friendly” criteria.</p> <ul style="list-style-type: none"> ▪ 20 points <p>Listing of all mechanical equipment including specifications and quantities listed by site been submitted.</p> <ul style="list-style-type: none"> ▪ 15 points 	35
TR2	<p>Quality Management Plan:</p> <p>How does the Contractor intend to ensure the highest quality possible for work activities and deliverables described in the RFP?</p> <ul style="list-style-type: none"> ▪ 10 points <p>What financial and quality control audit programs will be in place?</p> <ul style="list-style-type: none"> ▪ 10 points <p>What customer/user satisfaction assurance and complaint rectification process will be in effect?</p> <ul style="list-style-type: none"> ▪ 15 points 	35

TR3	<p>Health and Safety Plan:</p> <p>Does the Proponent have a comprehensive Health and Safety Policy? If so, is adequate staff training planned, and how are workers notified of job-specific hazards?</p> <p>- 10 points</p> <p>Description of other programs, activities or information that you believe demonstrate that the proponent carries out its projects safely and in accordance with all health and safety requirements.</p> <p>- 10 points</p>	20
TR4	<p>Communications Plan:</p> <p>How will the Contractor report progress, coordinate deliverables, resolve problems and issues and communicate in general with RPPM?</p> <p>▪ 5 points</p> <p>Will Key Personnel be reached by phone or cellular phone during business hours?</p> <p>▪ 5 points</p>	10
	<p>Total Points for Technical Proposal:</p> <p>Minimum Passing Points: (75%)</p>	<p>100</p> <p>(75)</p>

SECTION 5
FINANCIAL REQUIREMENTS
(PRICING MATRIX)

5.0 FINANCIAL REQUIREMENTS

1. General

It is mandatory that the Financial Proposal is submitted in a separate envelope.

2. Period of Contract and Option to Extend Contract

The period of this Contract will commence October 1, 2021 to September 30, 2026 with an option to renew at NRC's discretion for an additional five (5) one year terms, subject to satisfactory performance. Optional periods may be exercised at NRC's discretion subject to satisfactory performance and agreement upon a satisfactory fee structure for the final three one-year option years.

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

The five one-year option year extensions would be offered at the same terms and conditions stipulated. NRC shall use the Consumer Price Index (CPI) for the B.C. Region, as published before the option year by Statistics Canada for the previous 12 month period to adjust the value of the second year contract value (October 1, 2025 to September 30, 2026; October 1, 2026 to September 30, 2027; October 1, 2027 to September 30, 2028) by the percentage increase in the Consumer Price Index.

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

- Option Year 1 (October 1, 2026 to September 30, 2027)

The fixed fee for option year 1 (excluding taxes) shall be based upon the fixed fee during the five-year contract term (October 1, 2021 to September 30, 2026)

Plus or minus a price adjustment based on the Consumer Price Index (CPI), all items B.C.

Example only - BC CPI for April 2021 is 135.2

BC CPI for April 2020 was 131.2

% difference – $(135.2/131.2) \times 100 - 100\% = 1.03\%$ increase
(decrease if % difference is negative)

- Option Year 2 (October 1, 2027 to September 30, 2028)

The fixed fee for Option Year 2 (excluding taxes) shall be based upon the fixed fee established for Option Year 1 (October 1, 2026 to September 30, 2027) plus or minus a price adjustment based on the Consumer Price Index (CPI), all items B.C.

- Option Year 3 (October 1, 2028 to September 30, 2029)

The fixed fee for Option Year 3 (excluding taxes) shall be based upon the fixed fee established for Option Year 2 (October 1, 2027 to September 30, 2028) plus or minus a price adjustment based on the Consumer Price Index (CPI), all items B.C.

- Option Year 4 (October 1, 2029 to September 30, 2030)

The fixed fee for Option Year 4 (excluding taxes) shall be based upon the fixed fee established for Option Year 2 (October 1, 2028 to September 30, 2029) plus or minus a price adjustment based on the Consumer Price Index (CPI), all items B.C.

- Option Year 5 (October 1, 2030 to September 30, 2031)

The fixed fee for Option Year 5 (excluding taxes) shall be based upon the fixed fee established for Option Year 2 (October 1, 2029 to September 30, 2030) plus or minus a price adjustment based on the Consumer Price Index (CPI), all items B.C.

Note: The Provincial “B.C. Family Day” holiday in February is **not** a federal government holiday. The Proponent must provide regular cleaning services on this day for each year of the Contract.

3. Contract Price

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

3. Contract Price Submission

The Proponent shall submit the Contract Price portion of the Proposal as a **Separate Document**. The entire package must be sealed in an envelope separate from the Technical Evaluation portion of the Proposal. The Envelope must be properly identified so that it can be separated from the rest of the Proposal.

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

4. Mandatory Form of Quotation

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

5. Proposal Pricing

As described, the Proponent must submit the pricing on the forms provided. Hard copy must be included in the Proposal.

(a) Building Cleaning Operations

The Proponent is to give a breakdown for all routine building cleaning, re-lamping and recycling of all used lamps, waste management and recycling operations on a year-by-year basis for

the services as described in the RFP. The prices must be **all** inclusive of all administration costs, labour, materials, transportation and associated traveling costs, associated services, overhead, profit, mark-ups, etc. for each services as described in the RFP.

(b) Unit Prices for Labour

Provide hourly rates for all labour requested in the Pricing Schedules. These rates are to be **all** inclusive and are to include salary burden, transportation and associated traveling costs, insurance, mark-up, profit, overhead, tools, WSIB, supervision, administration, etc. **No** additional charges over and above these rates will be entertained.

*BC's minimum wage is \$15.20 as of June 1, 2021

(c) Unit Rates for Project, On-Demand, Post-Construction or Call-Up Cleaning Requests

Provide unit prices or hourly rates for services requested on a need basis. These rates are to be **all** inclusive and are to include salary burden, transportation and associated traveling costs, insurance, mark-up, profit, overhead, tools, WSIB, supervision, administration, etc. **No** additional charges, over and above, these rates will be entertained.

The Contractor must not re-assign staff from routine or miscellaneous cleaning duties in order to perform Project, On-Demand, Post-Construction or Call-up cleaning. The Contractor must bring additional staff to the site to handle these cleaning requests/requirements.

(d) Material Mark-Up

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

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

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

6. Labour Rates - General

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

- Proponents are expected to include possible future increases in the B.C. Minimum Wage in their bids. Reduction in staff as a means of dealing with these increases could void this contract.
- BC's minimum wage is \$15.20 as of June 1, 2021.
- Labour costs shall include all direct wage costs and direct labour supervision, plus all supplementary wage burdens as maybe required by collective agreements and all associated statutory charges.
- Supplementary wage burdens referred to above are those in individual collective agreements, when applicable, and include but are not limited to vacation pay, pension plan, apprenticeship, training and employers contribution.
- Statutory charges referred to above shall include but is not limited to Worker's Compensation payments, Canada Pension Plan and Unemployment Insurance contribution.
- Overtime compensation for services and hourly rates will be charged at 1 ½ time when an employee is requested to work over and above his normal work day or on his first day of rest. When an employee is required to work on his second day of rest

or on a statutory holiday he would be entitled compensation at double time.

The Proponent's mark-up, overhead and profit fee shall include the following:

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

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

Note: The B.C. Family Day Holiday in February is not a federal government holiday. The Contractor must provide regular full level services on this day.

7. Basis of Payment

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

Any Quality Assurance Inspection Report which indicates a performance level inferior to 80% for any part of a building may result in corrective measures taken by NRC.

4. The Goods and Services Tax (GST) shall not be included in the pricing quoted by the Contractor. The GST must be shown as a separate line item on all invoices and will be paid by NRC.

8. Determination of Cost and Payment

1. Payments for the Building Cleaning Operations shall be made at monthly intervals.

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

2. Payment for Project Cleaning, On-Demand Cleaning and Post Construction Cleaning shall be made upon satisfactory completion of the services requested using the pricing tendered.

9. Basis for Addition, Subtraction or Withdrawal of Payment.

1. The RPPM Project Authority may decrease the amount of monthly payment when, in his/her opinion the Contractor has failed to execute any part of the work in accordance with the terms of the Contract. Such a decrease in a monthly payment will constitute a decrease in the Contract amount.
2. **Where cleaning is not completed by the requested date, the RPPM Project Authority reserves the right to have the cleaning done by others and all costs involved will be deducted from the Contractor's monthly payment.**
3. **The RPPM Project Authority reserves the right to adjust monthly payment when the cleanable area is modified by +/- 200 square metres. Cost reference in Detailed Price Tendered.**
4. The Contract amount will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by any increase or decrease in the cost of labour, materials, tools or equipment. The Contractor's tendered prices as detailed in

“Detailed Prices Tendered” will be considered as final to perform the work as tendered for the given area.

5. In the case of minor additions to the work, such as an increase in frequency of individual cleaning operations or the total cleaning of vacant space, an amount mutually agreed upon by the RPPM Project Authority and the Contractor in accordance to the Detailed Price tendered.
6. In the case of minor reductions in the work, such as a reduction in frequency of individual cleaning operations, or the total elimination of cleaning in vacant space, an amount mutually agreed upon by the RPPM Project Authority and the Contractor which is a fair and reasonable estimate of the savings in costs to the Contractor resulting from such reduction in the work.
7. In the case of the total addition or total elimination of cleaning in **vacant space**, an amount calculated on the price per diem computed by the formula:

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

In the case of additions or reductions in the work, the Contractor shall increase or may reduce the number of employees, or their number of hours of work, in proportion to the amount of additional or reduced work specified by the RPPM Project Authority; but only in those areas where the work has been increased or reduced.

8. Where resilient floor surface is converted to carpet, or carpet finish is changed to resilient floor, there shall be no change in price with respect to Routine Building Cleaning Operations.

10. Evaluation

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

Once the total price proposal for the 5 years is determined, pricing then is given a rating value which is included in the total calculation of the point rated score. The evaluation methodology will calculate a “Best Value” 5-year proposal by balancing the score obtained in the Management and Technical Proposals and the Financial Proposal.

For example:

- 30% of the points awarded to Management Proposal
- 40% of the points awarded to Technical Proposal
- 30% of the points awarded to the Cost Proposal.

The following illustrates the highest total score taking into consideration the management and technical merit and price will be considered the “Best Value” for NRC.

Example - Highest Management Merit (25%), Technical Merit (45%) and Price (30%)				
Bidder	Proposal 1	Proposal 2	Proposal 3	Winner
Management Score	90	82	78	
Technical Score	92	85	80	
Price Quoted	\$700,000	\$650,000	\$550,000	
Calculation	Management	Price Points	Total Score	
Proposal 1	$\frac{90}{100} \times 30 = 27$ Technical $\frac{92}{100} \times 40 = 41.4$	$\frac{*55}{70} \times 30 = 23.6$	92.00	XXX
Proposal 2	$\frac{82}{100} \times 30 = 24.6$ $\frac{85}{100} \times 40 = 34$	$\frac{55}{65} \times 30 = 25.38$	83.98	

Proposal 3	$\frac{78}{100} \times 30 = 23.4$	$\frac{55}{55} \times 30 = 30$	85.40	
	$\frac{80}{100} \times 40 = 32$			

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

*** Represents the lowest price proposal.**

Winner is the bidder scoring the highest total points established by adding the rated management and technical scores and the rated price proposal score. Based on the above calculations, a contract would be awarded to Bidder 1, which offers the highest total score taking into consideration the management technical merit and price of the bidder's proposal.

The Proponent receiving the highest "Total Score" is the entity that the Evaluation Board will recommend be approached in order to finalize the details of a contractual agreement for the provision of the required services. In the case of a tie, the Proponent submitting the lower price for the services will be selected.

The Proponent must fill out the "Pricing Schedules" attentively and must include all of the following completed schedules in his financial package;

1. Costs for "Routine Building Cleaning Operations" for each building.
2. Costs for the Waste Management and Recycling Operations.
3. Costs for Labour Rates on a "As and When Requested" basis.
4. Material percentage mark-up.
5. Costs for Project, On-Demand and Post-Construction cleaning operations.

Project Cleaning, On-Demand Cleaning and Post-Construction Cleaning Operations

- Unit or hourly rates are to be used for Project Cleaning, extra cleaning, On-Demand cleaning requests or changes to Scope of Contract. The costs for services shall be inclusive of all associated labour, material and equipment costs for the requested services.
- Rates indicated herein remain fixed for a period of one year and will be adjusted

annually using the Consumer Price Index (CPI) for the B.C. Region as published by Statistics Canada.

- The prices below are not to be part of the Contractor’s total cost of the detailed prices tendered. Please provide your prices for extra cleaning, when extra cleaning is ordered, it will be paid according to the prices quoted.

Project Cleaning

- Cost for scrubbing floors \$ _____ per/m2
- Cost for stripping and refinishing floors \$ _____ per/m2
- Cost for steam cleaning carpets \$ _____ per/m2
- Cost for a cleaner to carry-out cleaning as directed \$ _____ per/hour
- Costs for a cleaner to pick-p and empty the blue recycling container from individual Office areas and empty them at the central recycling station \$ _____ per/hour

One-time Cleaning Operations

- Cost for steam cleaning a sofa \$ _____ per/unit
- Cost for steam cleaning a chair \$ _____ per/unit
- Cost for washing inside a refrigerator \$ _____ per/unit
- Cost for washing inside a stove \$ _____ per/unit
- Cost for washing inside a microwave \$ _____ per/unit

Post Construction Cleaning Operations

This work may include the following:

- Picking up garbage/removing of material
- Dusting high/low areas
- Interior washing of windows
- Washing or stripping and refinishing a floor
- Washing doors, walls, partitions
- Washing or dusting of individual work stations
- Cleaning before a client moves into a building or the space

Minimum cost \$ _____ per/ m2
 Hourly rate \$ _____ per/hour

Building Cleaning Contract Price Proposal

Year One Contract Price: \$ _____
October 1, 2021 to September 30, 2022

Year Two Contract Price: \$ _____
October 1, 2022 to September 30, 2023

Year Three Contract Price: \$ _____
October 1, 2023 to September 30, 2024

Year Four Contract Price: \$ _____
October 1, 2024 to September 30, 2025

Year Five Contract Price: \$ _____
October 1, 2025 to September 30, 2026

Total Five Years Contract Price Proposal \$ _____

SECTION 6

KEY PLANS

Building Information

Gross Building Area (m2)	Net Cleanable Area (m2)	Ground Floor Office Area (m2)	Second Floor Office Area (m2)	Ground Floor Lab Area (m2)	Second Floor Lab Area (m2)	Mechanical Penthouse Area (m2) *Project Cleaning
6,598	3,755	1930	1829	838	884	467

Washrooms

Men's	Stalls	Urinals	Auto Faucets	Handicap Unisex	Auto Faucets	Stalls	Auto Faucets
3	5	5	5	1	1	1	1

Ladies	Stalls	Auto Faucets	Sanitary Disp.	Shower Room (Men's and Ladies)
3	8	5	3	2

Janitor Rooms	Lunch Rooms/ Kitchenette	Labs	Mech./Elect. Telecommun. Closets	Conference/ Meeting Rooms	Stairwells
3	3	24	15	16	4

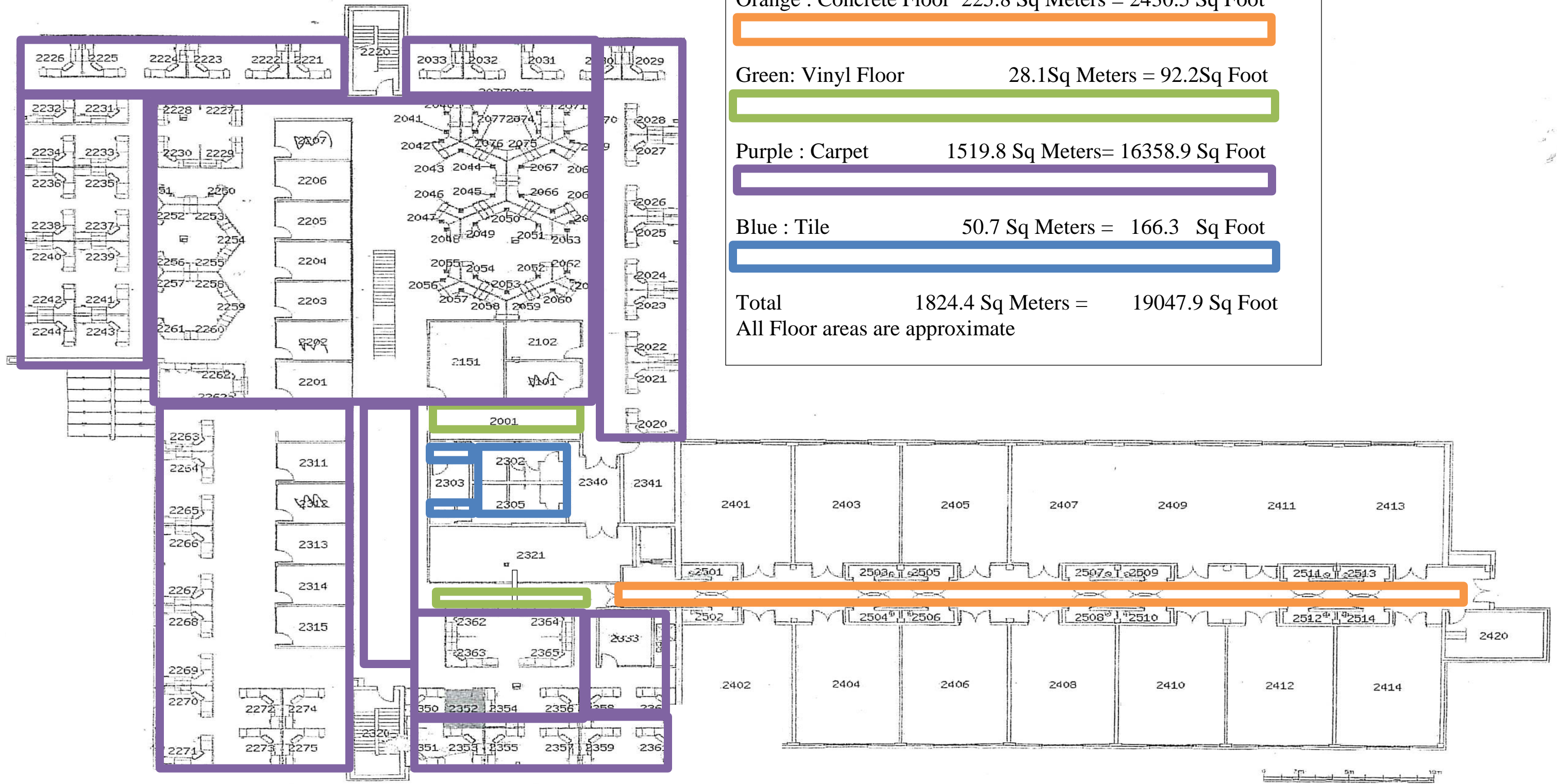
Dispensers

Hand Paper	Toilet Paper	Liquid Hand Soap	Gel/Liquid Sanitizer
6	13	13	15

Appendix "B"
NRC –Building 1 Floor, Floors color coded



Appendix "B"
NRC – Building 2 Floor, floors color coded



Orange : Concrete Floor	225.8 Sq Meters = 2430.5 Sq Foot
Green: Vinyl Floor	28.1Sq Meters = 92.2Sq Foot
Purple : Carpet	1519.8 Sq Meters= 16358.9 Sq Foot
Blue : Tile	50.7 Sq Meters = 166.3 Sq Foot
Total	1824.4 Sq Meters = 19047.9 Sq Foot
All Floor areas are approximate	





ID	2035
Title	General Conditions - Services
Date	2020-05-28
Status	Active

- 01 Interpretation
- 02 Standard clauses and conditions
- 03 Powers of Canada
- 04 Status of the Contractor
- 05 Conduct of the Work
- 06 Subcontracts
- 07 Specifications
- 08 Replacement of specific individuals
- 09 Time of the essence
- 10 Excusable delay
- 11 Inspection and acceptance of the Work
- 12 Invoice submission
- 13 Taxes
- 14 Transportation costs
- 15 Transportation carriers' liability
- 16 Payment period
- 17 Interest on overdue accounts
- 18 Compliance with applicable laws
- 19 Ownership
- 20 Copyright
- 21 Translation of documentation
- 22 Confidentiality
- 23 Government Property
- 24 Liability
- 25 Intellectual property infringement and royalties
- 26 Amendment and waivers
- 27 Assignment
- 28 Suspension of the Work
- 29 Default by the Contractor
- 30 Termination for convenience
- 31 Accounts and audit
- 32 Right of set-off
- 33 Notice
- 34 Conflict of interest and Values and Ethics Codes for the Public Service
- 35 No bribe or conflict
- 36 Survival
- 37 Severability
- 38 Successors and assigns
- 39 Contingency fees
- 40 International sanctions
- 41 Integrity provisions—contract
- 42 Harassment in the workplace
- 43 Entire agreement
- 44 Access to information
- 45 Code of Conduct for Procurement—contract



2035 01 (2016-04-04) Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes"

means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement"

means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions Manual* to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government"

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"Contract"

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

"Contracting Authority"

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

"Contractor"

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

"Contract Price"

means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Cost"

means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Government Property"

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

"Party"

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

"Specifications"

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

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"

on page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;



"Work"

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

2035 02 (2008-05-12) Standard clauses and conditions

Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

2035 03 (2008-05-12) Powers of Canada

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

2035 04 (2008-05-12) Status of the Contractor

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

2035 05 (2012-03-02) 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 conducted himself/herself improperly.
4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 28, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.
8. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada



unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

2035 06 (2013-06-27) Subcontracts

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

2035 07 (2008-05-12) Specifications

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

2035 08 (2008-05-12) Replacement of specific individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

2035 09 (2008-05-12) Time of the essence

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



2035 10 (2014-09-25) 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 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 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
 - a. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - b. the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

2035 11 (2014-09-25) Inspection and acceptance of the Work

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



2035 12 (2013-03-21) 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 department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2035 13 (2013-03-21) Taxes

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency
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 not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

2035 14 (2010-01-11) Transportation costs

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

2035 15 (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 FOBpoint or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.



2035 16 (2014-09-25) Payment period

1. Canada's standard payment period is 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 17.
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 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 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

2035 17 (2008-12-12) Interest on overdue accounts

1. For the purpose of this section:
"Average Rate"
means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;
"Bank Rate"
means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
"date of payment"
means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;
an amount becomes "overdue"
when it is unpaid on the first day following the day on which it is due and payable according to the Contract.
2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

2035 18 (2008-05-12) Compliance with applicable laws

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

2035 19 (2008-05-12) Ownership

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



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

2035 20 (2008-05-12) Copyright

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract. Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

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

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

2035 21 (2008-05-12) Translation of documentation

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

2035 22 (2008-05-12) Confidentiality

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
3. Subject to the [Access to Information Act](#), R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
4. The obligations of the Parties set out in this section do not apply to any information if the information:
 - a. is publicly available from a source other than the other Party; or
 - b. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
 - c. is developed by a Party without use of the information of the other Party.
5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Public Works and Government Services (PWGSC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.



6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the *PWGSC Industrial Security Manual* and its supplements and any other instructions issued by Canada.
7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

2035 23 (2008-05-12) Government Property

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

2035 24 (2008-05-12) Liability

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

2035 25 (2008-05-12) Intellectual property infringement and royalties

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



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

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

2035 26 (2008-05-12) Amendment and waivers

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

2035 27 (2008-05-12) Assignment

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

2035 28 (2014-09-25) Suspension of the Work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 29 or section 30.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.



3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

2035 29 (2014-09-25) 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 winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
 - a. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - b. the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.
5. Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.
6. If the Contract is terminated for default under subsection 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 1 of section 30.

2035 30 (2020-05-28) 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 agrees that it will only be paid the following amounts:



- a. on the basis of the Contract Price, for any part of the Work completed 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 incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; 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, interest, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

2035 31 (2014-09-25) Accounts and audit

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

2035 32 (2008-05-12) Right of set-off

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

2035 33 (2008-05-12) Notice

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



2035 34 (2008-05-12) Conflict of interest and Values and Ethics Codes for the Public Service

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

2035 35 (2008-05-12) No bribe or conflict

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

2035 36 (2008-05-12) Survival

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

2035 37 (2008-05-12) Severability

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

2035 38 (2008-05-12) Successors and assigns

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

2035 39 (2008-12-12) Contingency fees

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



2035 40 (2012-07-16) 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 30.

2035 41 (2016-04-04) Integrity provisions—contract

The *Ineligibility and Suspension Policy* (the “Policy”) and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada’s website at [Ineligibility and Suspension Policy](#).

2035 42 (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 Harassment Prevention and Resolution](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor’s response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

2035 43 (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.

2035 44 (2012-07-16) Access to information

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

2035 45 (2016-04-04) Code of Conduct for Procurement—Contract

The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

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

1. Submission of Bids

1.1 It is the Bidder's responsibility to:

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

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

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

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

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

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

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

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

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

2. Late Bids

2.1 It is NRC policy to return, unopened, bids delivered after the stipulated bid solicitation closing date and time.

2.2 All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder. The NRC will not be held responsible for electronic bids that arrive after the due date and time due to power failure or any other electronic failure issues.

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

National Research Council Canada
Insurance Conditions

1 of 1

NRC0204D

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

CONTRACT

DESCRIPTION OF WORK	CONTRACT NUMBER	AWARD DATE
LOCATION		

INSURER

NAME
ADDRESS

BROKER

NAME
ADDRESS

INSURED

NAME OF CONTRACTOR
ADDRESS

ADDITIONAL INSURED

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

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

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

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

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

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

Appendix « F » – Evaluation Grid

Name of Supplier : _____

Date of Evaluation :-----

Evaluator's Name: _____

RFP No.: 21-58026 – Cleaning Services (Vancouver BC)

Mandatory Criteria

MC1	Site Visit/Inspection Tour: It is mandatory that the Contractor or a representative of the Contractor visit the site and examine the scope of work required and the existing conditions. Proof of attendance form to be signed at the Site Visit and briefing session.	Yes/ No
MC2	Separate Management/Technical Proposal: 1 copy as a separate attachment of a Technical Proposal must be provided	Yes/ No
MC3	Separate Financial Proposal: 1 copy as a separate attachment of a Financial Proposal must be provided.	Yes/ No

Mandatory Requirements

COMPLIANCE MATRIX

Contractor **MUST** indicate if they **MEET or AGREE (YES)** or **DO NOT MEET or AGREE (NO)** with each item in the Compliance Matrix and provide details and documentation if required. If a contractor indicates "NO" their submission will be considered non-compliant

Number	Mandatory Criteria	YES/ NO
1.1	Attend the bidders meeting, Project Authority will have an attendance form which MUST be signed by the bidder's representative.	
1.2	Must provide a current "Letter of Good Standing" from workers compensation board of BC.	
1.3	English: Sub-contracting is not allowed in the performance of the resulting contract. Bidders must clearly demonstrate that sub-contractors will not be used to deliver these services.	
1.4	Must provide and maintain, during the term of the contract, Comprehensive General Liability insurance in an amount of \$2,000,000.00 CAD. Copy of the policy provided.	
1.5	Provide at least 2 references for projects of a similar scope to the DRAO site within the last 5 years, or the 2 largest projects undertaken in the last 5 years.	
1.6	Submit a list of supplies using table in Appendix "E" with at least 80% eco-friendly as described on page 5 of Appendix "A" - Specification, Operations and Frequencies.	

1.7	All cleaning and sanitizing products shall be used based on the manufacturer's recommendations.	
1.8	The contractor shall supply all detergents, cleaning materials, sealers, waxes etc.	
1.9	The Contractor will supply all tissue and paper towels, hand soap, urinal deodorant pads, waterless urinal cartilages, waste receptacle bags, as well as sanitizing products	
1.10	If a pandemic, viral outbreak or other event occurs where there is an overall reduction in staff on site for an extended period of time, (one week or longer) the contractor will defer to their typical daily duties related to office cleaning etc. and will shift to other cleaning and sanitizing as needed. The contractor's deferred hours will be used towards sanitization or other cleaning. If the sanitization or other cleaning hours exceed the deferred hours, the contractor will be paid hourly for extra time spend.	
1.11	Provide a list of current WHMIS training documents for all employees.	
1.12	The contractor will respond to emails and voicemails within 24 hours and will respond to urgent emails and voicemails within 12 hours.	
1.13	The contractor will perform regular inspections, frequency to be determined (based on performance) by NRC's representative, but at a minimum of once per month and record the results on the form provided. Completed forms shall be submitted to the NRC's representative at the end of each month with the contractor's invoice.	
1.14	The contractor must notify NRC's representative when each major operation listed in the approved Schedule of Operations has been completed. NRC will perform periodic checks and inspections with the contractor once per month, not exceeded 1 hour.	
1.15	For areas that are listing in Appendix "A" on an "as needed and as requested" basis, these areas will be paid by the hour and are not part of the base price in the contract.	

***** All mandatory documentation should be submitted upon bid closing

Point-Rated Evaluation Criteria - Management Proposal (MR)

	Maximum points	Breakdown	Points awarded	Comments
<u>MR1:</u> <u>Corporate Background:</u>	52	<ol style="list-style-type: none"> 1. Provide a corporate and strategic organization chart. 3 points 2. Provide the corporate background description and general business activated as well as its core business of cleaning services. This should illustrate the capability and capacity of the company to successfully undertake the Contract requirements. If the Contractor wishes to include corporate brochures and other supporting documentation with their proposal, then they shall be attached as an Appendix to this section. 8 points 3. Demonstrate professional cleaning experience in one or more following areas; Laboratory, Hospital, Institutional or/and Mixed. 24 points 4. Demonstrate relevant professional cleaning experience in one or more of the following; Similar in size, Similar in complexity and/or Similar in nature. 17 points 		

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<p><u>MR2:</u> <u>Understanding of the Requirements:</u></p>	24	<ol style="list-style-type: none"> 1. Demonstrate comprehension and knowledge of all aspects of the service as outlined in the RFP. 8 points 2. Demonstrate how the service is intended on being delivered and which resources are intended to be used to deliver the required service. 8 points 3. Demonstrate how cognizant of the full extent of tasks in RFP 8 points 		
<p><u>MR3:</u> <u>Contractor previous Experience on Similar Work:</u></p>	24	<ol style="list-style-type: none"> 1. The Contractor must demonstrate that he has had a minimum of five (5) years <u>recent</u> experience in providing janitorial services to large institutional and/or commercial sites with numerous multi-purpose facilities of various sizes, as well as having experience in maintaining large laboratory facilities which handle hazardous materials. 8points 2. Provide 3 references clearly demonstrating the management of cleaning operations described within the RFP. Complete Table (MR-3 Page 61) – <u>Relevant Contract Information</u> to provide basic information for each relevant contract/assignment proposed. For each contract listed in the Table, provide in a narrative format, a brief description of the contract objectives and its approach and methodology and the relevance of this experience to the requirements outlined in this RFP. 8 points 3. Describe the stability of the workforce on these projects. What was the turnover rate of personnel on these projects? 8 points 		

Total points for Management Proposal	100	Minimum passing points: (75%)		

Point-Rated Evaluation Criteria - Technical Proposal (TR)

	Maximum points	Breakdown	Points awarded	Comments
<u>TR1:</u> <u>Material and Equipment Plan:</u>	35	<ol style="list-style-type: none"> 1. Provide a comprehensive listing of the materials, products and equipment, including name, brand and/or manufacturer that will be used during the course of this service. Preference will be given to materials and products that meet environmentally friendly considerations. 20 points 2. Provide a listing of mechanical equipment name, brand and/or manufacturer including specifications and quantities to be used the course of this service. 15 points 		

<u>TR2:</u> <u>Quality Management Plan:</u>	35	<ol style="list-style-type: none"> 1. Elaborate in details on how the Contractor intends on ensuring and assuring continuous and consistent high quality services as described in this RPF. 10 points 		
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		<p>2. Provide detailed information on intended quality control and assurance audit programs to be provided during the course of the service. 10 points</p> <p>3. Provide details on how performance and user satisfaction will be measured and how complaint rectification will be addressed. 15 points</p>		
<u>TR3:</u> <u>Health and Safety Plan:</u>	20	<p>1. Elaborate in detail the Contractor's Health and Safety Plan for its functions as it conforms to applicable legislative standards and policies including, but not limited to the following:</p> <ul style="list-style-type: none"> ○ Spill management ○ Safe workplace training ○ Specialized training of specific employee ie. Clean rooms, hazardous equipment ○ WHMIS training ○ Recognized Building Cleaning Programs ○ Use personal protective equipment <p>10 points</p> <p>2. Describe other programs, activities or information believed to demonstrate that the Contractor will carry the service in a safely manner in accordance with the health and safety requirements described in this RFP. 10 points</p>		
<u>TR4:</u> <u>Communications Plan:</u>	10	<p>1. Describe how will the Contractor report progress, coordinate deliverables, resolve problems and issues and communicate in general with NRC? 5 points</p> <p>2. Describe how the Contractor intends to respond to NRC enquiries, service calls or other matters during business hours. (ex: Can Key Personnel be reached by phone or cellular phone during business hours) 5 points</p>		
Total points for Technical Proposal:	100	Minimum passing points: (75%)		



Integrity Declaration Form

An Integrity Declaration Form must be submitted **only** when:

1. the supplier, one of its affiliates¹ or a proposed first-tier subcontractor² has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the [Ineligibility and Suspension Policy](#) (the "Policy"); and/or
2. the supplier is unable to provide any of the certifications required by the [Integrity Clauses](#).

Instructions for Submitting an Integrity Declaration Form

1. Please complete the Integrity Declaration Form by providing the information requested in the table, below. Put the completed Form in a sealed envelope labeled, "Protected B," and addressed to:

Integrity, Departmental Oversight Branch
Public Services and Procurement Canada
11 Laurier Street, Place du Portage, Phase III, Tower A, 10A1 – room 105
Gatineau (Québec), Canada K1A 0S5

2. Include the sealed envelope with your bid submission, offer or lease.

¹ Please refer to the Policy for the definition of affiliate. An affiliate of a business entity includes persons, such as the senior officers of the business entity, and associated entities such as parent companies and subsidiaries.

² The term "first-tier subcontractor" is defined in section 16(a) of the Policy. A proposed first-tier subcontractor is a first-tier subcontractor that is identified by name in a bid submission, offer, lease, etc. by a supplier in a procurement process or real property transaction.

SECTION 1: SUPPLIER INFORMATION

Supplier's legal name:	
Supplier's address:	
Supplier's procurement business number (PBN):	
Lease or solicitation number:	
Date of bid, offer submission date or closing date of Invitation to Offer: (YYYY-MM-DD)	

SECTION 2: FOREIGN CRIMINAL OFFENCES

If applicable, please provide a complete list of all foreign criminal charges and convictions received in the past three years, pertaining to yourself, your affiliates and your proposed first-tier subcontractors that, to the best of your knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions received in the past three years, including the information below, in a separate document under the heading **Foreign Criminal Offences**, to be included with this Form.

Name of party with charge or conviction	
Relationship of party to supplier	
Foreign country and jurisdiction where charge/conviction occurred	
Specify whether charge or conviction	
Section number and law under which charge/conviction occurred	
Date of charge/conviction (YYYY-MM-DD)	
Domestic offence that may be similar	
Additional Comments:	

Additional charges/convictions are identified in a separate document included with this Form:

Yes No **SECTION 3: INABILITY TO PROVIDE A CERTIFICATE****A. INABILITY TO CERTIFY AS TO FOREIGN CRIMINAL CHARGES AND CONVICTIONS**

If you are unable to certify that you have provided the required list of all foreign criminal charges and convictions received in the past three years, you must explain why. The explanation should be provided in a separate document under the heading Inability to Certify as to Foreign Criminal Charges and Convictions, to be included with this Form. PWGSC may request additional information from you.

An explanation regarding foreign criminal charges and convictions received in the past three years is provided in a separate document included with this Form: Yes No

B. INABILITY TO CERTIFY AS TO DOMESTIC CRIMINAL OFFENCES AND OTHER CIRCUMSTANCES

If a criminal offence or other circumstance described in the Policy applies to you, one of your affiliates or a proposed first-tier subcontractor, you must identify that offence or circumstance, below. By marking a box beside an offence, you are acknowledging that the identified party, be it you, an affiliate or a first-tier subcontractor, has been charged with, convicted of or pleaded guilty to, that offence in the past three years. In the row titled Comments, you must identify the affected party by name and specify how the particular offence you have identified applies to the named party.

Offence	Supplier	Affiliate	Subcontractor
<i>Financial Administration Act</i>			
80(1)(d): False entry, certificate or return	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
80(2): Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
154.01: Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Criminal Code</i>			
121: Frauds on the government and contractor subscribing to election fund	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
124: Selling or purchasing office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
380: Fraud – committed against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
418: Selling defective stores to Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Criminal Code</i>			
119: Bribery of judicial officers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
120: Bribery of officers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
346: Extortion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
366: Forgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

367:	Punishment for forgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
368:	Use, trafficking or possession of a forged document	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
382:	Fraudulent manipulation of stock exchange transactions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
382.1:	Prohibited insider trading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
397:	Falsification of books and documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
422:	Criminal breach of contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
426:	Secret commissions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
462.31:	Laundering proceeds of crime	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
467.11:	Participation in activities of criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
467.12:	Commission of offence for criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
467.13:	Instructing commission of offence for criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Competition Act				
45:	Conspiracies, agreements or arrangements between competitors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46:	Foreign directives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47:	Bid rigging	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49:	Agreements or arrangements of federal financial institutions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
52:	False or misleading representation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
53:	Deceptive notice of winning a prize	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Corruption of Foreign Public Officials Act				
3:	Bribing a foreign public official	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4:	Accounting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5:	Offence committed outside Canada	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Controlled Drugs and Substances Act				
5:	Trafficking in substance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6:	Importing and exporting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7:	Production of substance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lobbying Act				
Registration of Lobbyists				
5:	Consultant Lobbyists	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7:	In-house Lobbyists (Corporations and Organizations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Income Tax Act				

239: False or deceptive statements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Excise Tax Act 327: False or deceptive statements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Circumstances (Specify):			
Comments:			

C. INABILITY TO CERTIFY AS TO A DETERMINATION OF INELIGIBILITY OR SUSPENSION

If you are aware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor, you should explain the circumstances of your participation in the competitive process. With respect to an ineligible or suspended subcontractor, then you should include a copy of the written consent to propose the ineligible or suspended subcontractor.

If you are otherwise unable to certify that you are unaware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor you must explain why.

All required explanations should be provided in a separate document under the heading Inability to Certify as to a Determination of Ineligibility or Suspension, to be included with this Form. PWGSC may request additional information from the supplier.

An explanation regarding a determination of ineligibility or suspension is provided in a separate document included with this Form: Yes No

Declaration

I, (name) _____, (position) _____, of (supplier's name) _____ declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that a false or misleading certification or declaration will result in my proposal or offer being deemed non-responsive. I am also aware that Canada may terminate a contract or real property agreement for default when a supplier has provided a false or

misleading certification or declaration and, further to the Policy, the supplier will be ineligible for award of a contract or real property agreement for 10 years.

Signature

With Thanks

We appreciate your interest in doing business with the Government of Canada and your understanding of the additional steps that must be taken to protect the integrity of Canada's procurement and real property processes.

Guidance Document for the Declaration Form

This Integrity Declaration Form (the “Form”) is for use by bidders in procurement processes and by vendors, purchasers, tenants and lessors in real property transactions. In this Form, the term “supplier” includes bidders, vendors, purchasers, tenants and lessors. The term “party” is used in this Form to include suppliers, affiliates and first-tier subcontractors.

The Integrity Clauses contained in instruments involved in procurement processes and real property transactions (the “Integrity Clauses”) require a supplier to submit an Integrity Declaration Form in two circumstances:

1. when the supplier, one of its affiliates³ or a proposed first-tier subcontractor⁴ has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the listed offences in the *Ineligibility and Suspension Policy* (the “Policy”); and
2. when the supplier is unable to provide any of the certifications required by the Integrity Clauses.

An Integrity Declaration Form must be submitted only when one or both of these circumstances apply to the supplier. When no Form is submitted, it will be understood to mean that neither of these two circumstances apply to the supplier.

A supplier that provides a false or misleading certification or declaration will have its proposal or offer deemed non-responsive. Canada may also terminate a contract or real property agreement for default in such circumstances. Moreover, further to the Policy, a supplier will be ineligible for award of a contract or real property agreement for 10 years.

1. Foreign Criminal Offences

The Policy provides, among other things, that a supplier may be ineligible for award of a contract or real property agreement when the supplier or one of its affiliates has, in the past three years, been convicted of an offence listed in the Policy or of a similar offence in a foreign jurisdiction. The Integrity Clauses require a supplier to provide a complete list of all foreign criminal charges and convictions, received in the past three years, pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The domestic offences listed in the Policy, including their section numbers, are identified in section B of this form, under the heading **Inability to Certify as to Domestic Criminal Offences and Other Circumstances**. PWGSC determines whether a foreign offence and

³ Please refer to the Policy for the definition of affiliate. An affiliate of a business entity includes persons, such as the senior officers of the business entity, and associated entities such as parent companies and subsidiaries.

⁴ The term “first-tier subcontractor” is defined in section 16(a) of the Policy. A proposed first-tier subcontractor is a first-tier subcontractor that is identified by name in a bid submission, offer, lease, etc. by a supplier in a procurement process or real property transaction.

an offence listed in the Policy are similar. PWGSC may seek additional information from a supplier for purposes of making this determination.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions, including all necessary information, in a separate document under the heading **Foreign Criminal Offences**, to be included with this Form.

2. Inability to Provide a Certificate

The Integrity Clauses provide that, by submitting a bid or offer, a supplier is certifying to the truth of six statements. Generally speaking, a supplier is certifying that:

1. it has read and understands the Policy, including that it may be declared ineligible to enter into a contract or real property agreement with Canada in certain circumstances;
2. none of those circumstances that will or may result in the supplier being ineligible to enter, or suspended from entering, a contract or real property agreement apply to it; and
3. it has provide a complete list of all foreign criminal charges and convictions received in the past three years, pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the domestic offences listed in the Policy.

When a supplier is unable to provide any of the six certifications required by the Integrity Clauses, it must complete and submit this Form with its bid or offer.

A. Inability to Certify as to Foreign Criminal Charges and Convictions

As noted above, the Integrity Clauses require a supplier to provide a complete list of all foreign criminal charges and convictions, received in the past three years, pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The complete list of foreign criminal charges and convictions, if any, must be submitted using this Form. By submitting a bid or offer, a supplier is certifying that it has provided a complete list of all such foreign criminal charges and convictions, if any.

If a supplier is unable to certify that it has provided the required list of all foreign criminal charges and convictions received in the past three years, it must explain why. The explanation should be provided in a separate document under the heading **Inability to Certify as to Foreign Criminal Charges and Convictions**, to be included with this Form. PWGSC may request additional information from the supplier.

B. Inability to Certify as to Domestic Criminal Offences and Other Circumstances

The Integrity Clauses require a supplier to certify that, in the past three years, none of the domestic criminal offences listed in sections 6(a) to (c) of the Policy, as identified in section 3.B of this form, and other circumstances described in the Policy, that will or may result in a determination of ineligibility or suspension, apply to it, one of its affiliates or a proposed first-tier subcontractor. A criminal offence applies to a party where the party has been charged with, convicted of or pleaded guilty to, the offence in the past three years and has not received a pardon for the offence.⁵ Other circumstances identified in the Policy that will or may result in ineligibility or suspension include entering into a first-tier subcontract with an ineligible or suspended supplier [Policy, s. 6(d)], providing a false or misleading certification or declaration [Policy, s. 6(e)] and breaching a term or condition of an Administrative Agreement with PWGSC [Policy, s. 7(c)].

When a criminal offence or other circumstance described in the Policy, occurring in the past three years, applies to a supplier, one of its affiliates or a proposed first-tier subcontractor, the supplier must identify that offence or circumstance. By marking a box beside an offence, a supplier is acknowledging that in the past three years, the identified party, be it the supplier, an affiliate or a first-tier subcontractor, has been charged with, convicted of or pleaded guilty to, that offence. In the row titled Comments, the supplier must identify the affected party by name and specify how the particular offence it has identified applies to the named party.

C. Inability to Certify as to a Determination of Ineligibility or Suspension

The Integrity Clauses require a supplier to certify that it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it, one of its affiliates or a proposed first-tier subcontractor. The process for determining the status of a party under the Policy is described in section 16(b) of the Policy. When a supplier is unable to provide this certification, it must complete this Form.

Under section 15 of the Policy, titled Public Interest Exception (“PIE”), a contracting authority may enter into a contract or real property agreement with an ineligible or suspended supplier in narrow circumstances if the relevant Deputy Head or equivalent considers that doing so is in the public interest. Subject to receiving a PIE, an ineligible or suspended supplier that participates in a competitive solicitation or real property transaction will be declared non-responsive [Policy, s. 13(c)]. A supplier seeking a PIE in a competitive process would be unable to certify as to the absence of a determination with respect to itself.

Similarly, under section 16(e) of the Policy, a supplier may seek, in advance, the written consent of the relevant Deputy Head or equivalent to propose an ineligible or suspended first-tier subcontractor in a competitive process. Such request should be made through the named contracting or real property authority. A supplier that has obtained, in advance, written consent to use an ineligible or suspended first-tier subcontractor would

⁵ See, Policy, section 8, for information on pardons. A pardon would apply only to a conviction.

be unable to certify as to the absence of a determination with respect to the subcontractor.

It should be noted, however, that a Deputy Head or equivalent cannot provide consent to contract with a supplier that has lost its capacity to contract with Canada, further to subsection 750(3) of the *Criminal Code*. Similarly, consent cannot be provided for a supplier to enter into a first-tier subcontract with a subcontractor that has lost its capacity to receive any benefit under a contract between Canada and any other person, further to subsection 750(3) of the *Criminal Code*.

When a supplier is aware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it should explain the circumstances of its participation in the competitive process. If the supplier is seeking a PIE, it should explain why it is in the public interest to be awarded the contract. With respect to an ineligible or suspended subcontractor, the supplier should include a copy of the written consent to propose the ineligible or suspended subcontractor.

When a supplier is otherwise unable to certify that it is unaware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it must explain why.

All required explanations should be provided in a separate document under the heading **Inability to Certify as to a Determination of Ineligibility or Suspension**, to be included with this Form. PWGSC may request additional information from the supplier.