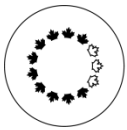


## INVITATION TO TENDER Tender / Contract Form

**Janitorial Services for Various Buildings in  
the National Capital Region**

**NCC TENDER FILE #: ES009**

<b>ADDRESS INQUIRIES TO:</b>  Emilie Scheckman Sr. Contract Officer <a href="mailto:emilie.scheckman@ncc-ccn.ca">emilie.scheckman@ncc-ccn.ca</a>	<b>CONTRACT NO.: (NCC use only)</b>
<b>BID CLOSING DEADLINE:</b>  <b>January 6, 2022 at 3:00pm EST</b>	
<b>RETURN TENDERS TO</b> Submit offer on this tender / contract form and return to:  <b>Tenders must be e-mailed</b>	<b>Procurement Services National Capital Commission</b>  <a href="mailto:Bids-Soumissions@ncc-ccn.ca">Bids-Soumissions@ncc-ccn.ca</a>  <b>Please refer to NCC Tender file # ES009</b>  <b>Note:</b> the email attachment size is set at a maximum of 30 MB.
<b>DESCRIPTION OF SERVICES:</b>  Janitorial Services	<b>LOCATION:</b>  Canada's Capital Region – Ottawa and Gatineau
<b>NON-MANDATORY SITE VISIT :</b>	<b>A NON-MANDATORY site visit will be held on December 9, 2021 at 1:00 pm (EST).</b>  Bidders must communicate with the Contracting Authority, <a href="mailto:emilie.scheckman@ncc-ccn.ca">emilie.scheckman@ncc-ccn.ca</a> no later than <b>December 7, 2021 at noon</b> to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders must also complete and submit the site visit certification form to <a href="mailto:emilie.scheckman@ncc-ccn.ca">emilie.scheckman@ncc-ccn.ca</a> found at <b>Annex B</b> by <b>December 7, 2021 at noon</b> .  The contracting authority will communicate the site visit location and details by email once attendance has been confirmed and the site visit certification form has been received. Further information can be found in section Instructions to Tenderers.  All costs incurred by the Bidder to attend the site visit will be at their expense. The NCC will not reimburse any Bidder for expenses related to the site visit.



## INVITATION TO TENDER Tender / Contract Form

### Janitorial Services for Various Buildings in the National Capital Region

**NCC TENDER FILE #: ES009**

#### I. OFFER

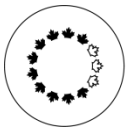
The undersigned bidder (hereinafter called the “Contractor”) hereby offers to the National Capital Commission (hereinafter called the “Commission” or the “NCC”) to supply janitorial services for various buildings in the National Capital Region in accordance with the specification, terms and conditions, **for the all-inclusive unit rates as per section IV herein.**

#### II. GENERAL AGREEMENT The Contractor agrees:

1. to provide janitorial services for various buildings in the National Capital Region as per the Terms of Reference starting February 1, 2022, for a two (2) year period. The contractor grants to the NCC the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods.
2. that this requirement is subject to the Government of Canada’s COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.
3. that this Offer and Agreement, together with the Terms of Reference, Annexes, the Instructions to Bidders, the General Conditions, the Security Requirements, the Occupational Health & Safety Requirements and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
4. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 90 days from the Tender Closing Time shown hereon and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the Commission.
5. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a binding contract between the Contractor and the Commission.
6. that 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.

#### III. VACCINATION REQUIREMENT CERTIFICATION

In accordance with the Government of Canada’s COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation (**Annex A**), to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.



## INVITATION TO TENDER Tender / Contract Form

### Janitorial Services for Various Buildings in the National Capital Region

**NCC TENDER FILE #: ES009**

#### IV. PRICING

The Contractor agrees that the Unit Price Tables found in **Appendix C of the Terms of Reference** are the all-inclusive unit rates referred to in Clause I:

The Bidder agrees that

- (a) the Unit Price Table designates that part of the Work to which a Unit Price Arrangement applies;
- (b) the Price per Unit and the Estimated Total Price must be entered for each item listed;
- (c) the Rate per Unit governs the calculation of the Total Price and the Total Amount. Any errors in the calculation of the Total Price and/or the Total Amount shall be corrected by the NCC in order to obtain the Total bid price; and
- (d) **the Unit Price Tables for the purpose of the tender and the Contract are in Appendix C of the Terms of Reference. Bidder is to transfer the amount from Pricing Schedule I 'Total Amount for all years including taxes' AND the amount from Pricing Schedule II 'Total amount including tax' to the table below:**

#### **Janitorial Services for Various Buildings in the National Capital Region**

##### **Total Evaluated Price**

Pricing Schedule I - Total amount for all years including taxes	\$
Pricing Schedule II - Total amount including tax	\$
<b>TOTAL (Pricing Schedule I + Pricing Schedule II)</b>	<b>\$</b>

For bid evaluation purposes ONLY

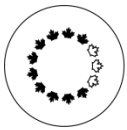
**Note: The bidder must also attach the completed and signed Appendix C of the Terms of Reference with this tender form.**

#### V. BASIS OF AWARD

Basis of award will be the bidder who meets all of the terms and conditions, and, who offers the NCC the lowest total evaluated Price. The NCC also reserves the right to cancel this tender and/or re-issue the tender in its original or revised form, and, to negotiate with the successful bidder and/or all bidders.

#### VI. INVOICING

- Payment will be made monthly following receipt, delivery and acceptance of services.



## INVITATION TO TENDER Tender / Contract Form

**NCC TENDER FILE #: ES009**

### Janitorial Services for Various Buildings in the National Capital Region

- The Contractor will have the right to receive payment within 30 days after the technical representative has delivered a certificate indicating that in fact the invoice is authentic and exact, that the Contractor has delivered the said services and has observed the terms of the contract.
- The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (OHST or QST). The Contractor is required to indicate separately, with the request for payment, the amount of GST and OHST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments. The successful bidder must complete in its entirety the T1204 tax form before awarded a contract.
- All invoices are to make reference to the **Commission Contract Number xxxxxx (6 digit number on page 1 once a contract is executed between the Contractor and the Commission)** and be forwarded by email to [payables@ncc-ccn.ca](mailto:payables@ncc-ccn.ca) in Adobe (.pdf) format.
- To ensure prompt payment, please prepare your invoice in accordance with the price(s) quoted. Errors in invoicing can cause delay of payment. Submit your invoice to the address shown above and clearly indicate the contract number.

## VII. ENQUIRIES

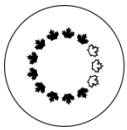
Enquiries regarding this tender must be submitted in writing to the Senior Contract Officer, [emilie.scheckman@ncc-ccn.ca](mailto:emilie.scheckman@ncc-ccn.ca) as early as possible within the solicitation period. Enquiries should be received no later than five (5) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this tender sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a tender

## VIII. SECURITY REQUIREMENTS

The NCC reserves the right to not award the Contract until such time as the contractor's personnel core employees, as well as any recurring subcontractors, have obtained the required level of security screening as identified by the NCC's Corporate Security. In this case the level of security required will be **SECRET\*** NCC Security to perform security screening.

***\*For operation needs, with advice or assistance from NCC Corporate Security, the security level can be upgraded on the basis of the sensitivity of the information and assets that need to be accessed during this contract.***

For more detailed security requirements, please refer to Section 1.03 of the Terms of Reference.



**INVITATION TO TENDER  
Tender / Contract Form**

**Janitorial Services for Various Buildings in the  
National Capital Region**

**NCC TENDER FILE #: ES009**

**IX. CERTIFICATIONS – CONTRACT**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by NCC during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, the NCC has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**X. ADDENDUM ACKNOWLEDGEMENT**

I/We acknowledge receipt of the following addenda \_\_\_\_\_ (Bidder to enter number of addenda issued, if any) and have included for the requirement of it/them in my/our tendered price.

**We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out within the NCC tender package, the supplies and/or services listed above and on any attached sheets at the submitted price(s).**

Name and address of Contractor :

Signature(s)

Tel-Tél:

Title:

Contact E-mail:

Date:

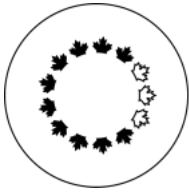
*Accepted & executed on behalf of the Commission this*

*day of*

*, 2022*

**COMMISSION USE ONLY  
NCC SIGNATURE ONLY**

**TITLE**



NATIONAL CAPITAL COMMISSION  
COMMISSION DE LA CAPITALE NATIONALE

**Annex A – COVID-19 Vaccination Requirement Certification Form**

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_ (*name of business*) pursuant to **ES009**, warrant and certify  
that all personnel that \_\_\_\_\_ (*name of business*) will provide on the  
resulting Contract who access NCC workplaces where they may come into contact with public servants  
will be:

(a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s);

or

(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or  
other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to  
accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination  
Policy for Supplier Personnel are no longer in effect.

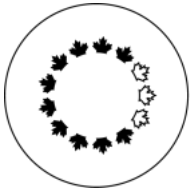
I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified  
of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for  
Supplier Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance  
with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true  
for the duration of the Contract. I understand that the certifications provided to the NCC are subject to  
verification at all times. I also understand that the NCC will declare a contractor in default, if a  
certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract  
period. The NCC reserves the right to ask for additional information to verify the certifications. Failure to  
comply with any request or requirement imposed by the NCC will constitute a default under the Contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's  
COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in  
accordance with the Privacy Act. Please note that you have a right to access and correct any information  
on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner  
regarding the handling of your personal information. These rights also apply to all individuals who are  
deemed to be personnel for the purpose for the Contract and who require access to NCC workplaces  
where they may come into contact with public servants.



**NATIONAL CAPITAL COMMISSION**  
**COMMISSION DE LA CAPITALE NATIONALE**

**Annex B – Non-Mandatory Site Visit COVID-19 Vaccination Requirement  
Certification Form**

Refer to Annex B attached separately

# **NATIONAL CAPITAL COMMISSION**

JANITORIAL SERVICES

FOR

VARIOUS BUILDINGS ON  
PROPERTIES IN THE  
NATIONAL CAPITAL REGION

## **TERMS OF REFERENCE**

NOVEMBER 2021



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APPENDIX A:	LIST OF BUILDINGS	1
APPENDIX B	SCHEDULED CLEANING OPERATIONS	2
APPENDIX C	PRICING SCHEDULE	5

## Part 1 General

### 1.01 DESCRIPTION OF THE WORK

- .1 To provide Janitorial Services including all labour, material and equipment for the buildings listed in Appendix A. The buildings are located on National Capital Commission [NCC] Property within the National Capital Region. The services must be provided in accordance with the requirements listed in Section 10 10 10 Cleaning Specifications.

### 1.02 TIME RESPONSE

- .1 It is a requirement of this contract that the company authorized representative be personally available to attend meetings and to respond to inquiries within 24 hours of the Technical Authority's or the Contracting Authority's request. It is also a requirement to provide an emergency response and on-site service within one hour of receiving a call 24 hours a day 7 days a week.

### 1.03 SECURITY REQUIREMENTS

NCC Corporate Security reserves the right to not award the Contract until such time as the contractor's personnel core employees, **as well as any recurring subcontractors,** have obtained the required level of security screening as identified by NCC Corporate Security. In this case the level of security required will be **SECRET** <sup>(1)</sup>

***(1) For operation needs, with advice or assistance from NCC Corporate Security, the security level CAN be upgrade on the basis of the sensitivity of the information and assets that need to be accessed during this contract.***

NCC Corporate Security reserves the right to refuse access to personnel who fail to obtain the required level of security screening. NCC Corporate Security has the responsibility into whom, and at what security clearance level, has authorized access to ops areas. NCC Corporate Security shall instruct the Contractor to remove from the Site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of the Contracting Authority, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the Site of the Work.

#### **Security screening of individual**

NCC Corporate Security is ensuring that the proponent meets the appropriate security requirements and that all functions pertaining to NCC ops are addressed by conducting security screening. If proponent is accredited through Public Services and Procurement Canada (PSPC)/Canadian Industrial Security Directorate (CISD), or any other Federal entity or Crown Corporation, NCC Corporate Security may validate the security clearance of the proponent Team. NCC Corporate Security is an approved Federal Government source that may sponsor companies into the Industrial Security Program (ISP).

### **Fingerprinting**

The screening process includes fingerprinting for identification purposes. NCC Corporate Security can process fingerprints as forms are provided. Since July 1<sup>st</sup> 2015, the RCMP (Royal Canadian Mounted Police) replaced the name-based criminal record checks for the mandatory electronic fingerprinting for criminal record checks for federal government employment security screening.

The RCMP does not retain civil fingerprint submissions. Once the submission is completed it is deleted from the RCMP system. At no time are civil fingerprints populated in a database where they could be subject to further search.

### **Company Security Officer**

The contractor shall appoint a Company Security Officer (CSO)

Selection criteria for the CSO are the following:

- They must be employees of the contractor's firm

### **Responsibilities of the Company Security Representative**

The CSO responsibilities are the following:

- Act as liaison between the NCC's Corporate Security and the contractor to ensure coordination;
- In collaboration with the NCC Corporate Security, identify the contractor's personnel who will require access to NCC information/assets/sites **as well as any recurring subcontractors** (and their employees) who will require similar access and may not be supervised by the contractor at all times during such access. Ensure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified;
- Ensure that only persons who have been security screened to the appropriate level and who are on a "need-to-know basis" will have access to information and assets
  - The Contractor shall ensure that only authorized and security screened employees are given access to documents or records for which they have obtained the appropriate level of security clearance and that these employees treat these documents, records, and the information contained therein, on a need-to-know basis and in accordance with their security classification or designation.
- Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors
  - Utmost care must be exercised by the Contractor to ensure the safeguarding of any material prepared or received in handling for the duration of this project.
  - When the Contract, the Work, or any information referred pertaining to project,

the Contractor shall, at all times, treat and safeguard the information as per their security classification or designation, in accordance with the Government Security Policy.

- If a Security incident or suspected breach of security occurs, prepare and submit to NCC Corporate Security an occurrence report as soon as possible.

#### **Access to site**

All visits to site shall be coordinated with and approved through NCC Corporate Security.

#### **Confidentiality and Safeguarding**

Any employee contracted by or employed by the contractor are forbidden to discuss issues pertaining to the project, including, but not limited to, to project's layout, design, content and security provisions, except as they relate to the direct provisions of services and Work under this Contract.

The contractor shall not publish or display any documents, photographs, site plans, maps or information related to the project (or collected during the project), in any medium (including the internet) unless authorized by the NCC. The contractor shall not disclose such material or information to third parties unless authorized by the NCC.

The contractor shall return to the NCC all copies of all site photographs and construction documents, site plans and maps related to the project, including those distributed to anyone associated to this contract.

### **1.04 DURATION OF CONTRACT**

- .1 This contract will be for a period of two years starting February 1, 2022 plus two one-year options to renew.

### **1.05 CONTRACTING AUTHORITY**

- .1 Any amendments to the scope of work which result in a change in the amount payable on this contract must be authorized through a formal change order processed by Procurement Services. Any correspondence should be directed to the attention of the Contracting Authority referencing the above noted contract file number.

### **1.06 BASIS OF PAYMENT**

- .1 Payments will be made monthly following receipt, delivery and acceptance of services rendered on a NET 30-day basis.

### **1.07 DETERMINATION OF COST**

- .1 The NCC may from time to time notify the Contractor in writing of any changes to the amount of space to be cleaned, in the case of the addition or elimination of cleanable space, the change in the amount of the contract shall be calculated using the cost per square metre monthly rate as submitted in Pricing Schedule I. For a period of time shorter than a full month, compensation shall be calculated based on a prorated approach.
- .2 A new building will be put in service around March 2022 to replace trailers at site #2. The trailers will be removed a few months earlier in order to be replaced by a modular building. The contractor will therefore have a reduced work load for a few months and will be required to start cleaning the new building as soon as it becomes available.

#### **1.08 SITE REGULATIONS**

- .1 The Contractor must comply with all rules, instructions and directives in force on the site where the work is performed.

#### **1.09 CERTIFICATION**

- .1 Compliance with the certifications provided by the Contractor in its bid, is a condition of the Contract and subject to verification by the NCC during the entire contract period. If the Contractor does not comply with any of the certification or it is determined that any of the certification made by the contractor in its bid is untrue, whether made knowingly or unknowingly, the NCC has the right, pursuant to the default provision of the Contract, to terminate the Contract in default.

#### **1.10 HEALTH & SAFETY**

- .1 The contractor shall adhere to all health and safety measures pertaining to accident prevention and fire hazards recommended by national and provincial codes and/or prescribed by the authorities having jurisdiction concerning the equipment, work habits, and procedures. In addition, adequate training of personnel assigned to perform operations such as the use of chemical is also required.
- .2 The contractor shall ensure that all equipment used to perform the services is in state of good repair. The NCC representative 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 within one working day at no additional cost to the contract.
- .3 The contractor shall perform the work in compliance with the Canada Labor Code – Part II, or relevant provincial occupational health and safety act and regulations, the national fire code, and applicable municipal regulations. The most stringent shall apply.

## **CLEANING SPECIFICATION**

### **SECTION 1 – COMPLEX CLEANING OPERATIONS**

1. Building cleaning operations
2. Cleaning product, material and equipment
3. Uniforms
4. Logs
5. Staffing
6. Additional special conditions
7. Conversion of flooring
8. Light, heat, power and water

### **SECTION 2 – OPERATIONS AND FREQUENCIES**

1. Exterior
2. Floors (all types)
3. Floors – Resilient, Terrazzo, Marble
4. Floors – Vitreous and Quarry Tile. Exclusions: Entrances, Lobbies, Washrooms, Locker Rooms and Stairways
5. Floors – Hardwood
6. Floors – Concrete
7. Carpeting and Rugs
8. Walk-Away Mats
9. Entrances, Exits, Lobbies, Main Floor Elevator Lobbies and Adjacent Corridors
10. Elevators
11. Escalators
12. Stairs and Landings
13. Miscellaneous
14. Washrooms
15. Locker Rooms
16. Showers
17. Cafeterias and Canteens
18. Kitchens, Kitchenettes, Lunchrooms and Rest Areas
19. Health Units / Gymnasium
20. Furniture and Fixtures
21. Blinds and Drapes
22. Chalkboards/White Boards
23. Waste Receptacles
24. Interior Glass
25. Water Fountains
26. Walls, Partitions, Baseboards and Ceilings
27. Doors and Door Frames
28. Emergency Fire Equipment
29. Electronic Data Processing Areas
30. Telephone Rooms
31. Contractor's Space and Janitor's Closets

- 32. Light Fixtures
- 33. Freight Receiving Areas
- 34. Garages
- 35. Garbage/Recycling/Recuperation Room/Area
- 36. Papersave and Recuperation, Multi-use Installations
- 37. Grounds Maintenance
- 38. Snow Removal
- 39. Induction Units & Convectors
- 40. Windows
- 41. Additional Operations & Frequencies

### **SECTION 3 – DEFINITION OF TERMS AND QUALITY STANDARDS**

- 1. Definition of Terms
- 2. Quality Standards

## **SECTION 1 – COMPLEX CLEANING OPERATIONS**

### **1 – Building Cleaning Operations**

#### ***General***

When days of the week, specified in Section 2, fall on a holiday, the Contractor shall perform the operations the first working day thereafter.

#### ***Holidays***

This contract recognizes statutory holidays as being the following:

Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Christmas Day, Boxing Day and New Year's Day.

#### ***Routine Cleaning Operations***

In this contract "nightly" or "daily" means seven (7) nights or days per week (as the case may be) Monday to Sunday, excluding the above mentioned holidays.

Routine Cleaning Operations (which are operations to be performed on a daily, weekly or monthly basis) shall be performed between the hours of 0700 and 1600, Monday through Sunday.

#### ***Scheduled Cleaning Operations***

1. Scheduled Cleaning Operations are operations which are specified to be performed less frequently than monthly such as every two months, three times a year, quarterly, semi-annually or annually as stated in Appendix B Table 1.
2. Appendix B Table 1 establishes the Scheduled Cleaning Operations to be performed during the contract term.
3. Scheduled Cleaning Operations shall be completed by the Contractor in the months specified in Appendix B Table 1.
4. Scheduled Cleaning Operations shall be performed Monday through Friday between 1000 and 1600 hours.
5. The Contractor shall provide the NCC with a monthly schedule for periodic cleaning duties in a Customer approved format. The schedule is due to the Customer by the 10<sup>th</sup> day of the preceding month.

#### ***Inspections***

The Contractor must abide to the Scheduled Cleaning Operations included in Appendix B Table 1 of the present specifications. Inspections by the NCC will be performed.

#### ***Additional and Emergency Cleaning***

Emergency (On Call) Cleaning means:



The Contractor must be prepared to respond to emergency calls twenty-four (24) hours a day, seven (7) days a week and be on site within one (1) hour of notification.

The cost of additional cleaning and emergency cleaning shall be negotiated on a case by case basis using the prices in Pricing Schedule II.

## **2 – Cleaning Product, Materials & Equipment**

1. The Contractor shall supply all cleaning products and equipment required to carry out the services mentioned in this document and shall use only products that are environmentally friendly, such as product with the environmental choice logo [Canadian] or the green seal logo [US].
2. All cleaning products shall be suitable for the surfaces intended, used in the manner specified by the manufacturer and brought onto the premises in the manufacturer's original unopened container. The NCC representative may instruct the contractor to discontinue the use of any product judged not suitable and to substitute another mutually satisfactory product
3. The Contractor shall ensure that all products used in the work place are classified and labeled according to the Workplace Hazardous Materials Information Systems (WHMIS) legislation which requires the employer to provide detailed worker education regarding potential health effects of hazardous materials in their work environment and how they can be handled and disposed of safely.
4. The Contractor will maintain a binder at each site with up-to-date Material Safety Data Sheets (MSDS) for all products and materials used in the work site. The binder shall be made available to the NCC upon request.
5. The Contractor shall ensure that all equipment used to perform the services is in a state of good repair. The NCC reserves the right to have equipment which is judged to be defective or not suitable, taken out of service and the Contractor shall supply suitable replacement equipment within one (1) working day at no additional cost to the contract.

## **3 - Uniforms**

All cleaning staff, working on NCC properties, shall be suitably uniformed at all times as follows:

1. Heavy Duty Cleaners – Industrial type matching shirt and trousers or coveralls. The company name or crest to be affixed to the shirt or coverall.
2. Light Duty Cleaners – Duster coat (smock) with the company name or crest affixed.
3. Clean uniforms shall be worn at all times.
4. The appearance of the uniforms shall be acceptable to the NCC

5. Access to the building and/or tenant areas shall be denied to any non-uniformed cleaning staff except in an emergency call-back situation.

#### **4 - Logs**

A log shall be maintained at each site by the Contractor to record, on a daily basis, all Scheduled Cleaning Operations. The log shall be located on site and shall be made available for inspection by the NCC as required.

#### **5 – Staffing**

- 1 The Contractor shall provide all the necessary staff to perform the services specified in this contract.
- 2 The Contractor will be required to replace any employees that are absent, unless otherwise approved by the NCC representative.
- 3 The Contractor will designate a supervisor who is not required to be on site but must be responsible for performance of the contract. The superintendent shall liaise with the NCC representative and shall be capable of communicating in both French and English.
- 4 The supervisor shall be equipped with a cellular phone, demonstrated to work properly at the worksite. All expenses including installation, airtime, activating fee and the phones shall be at the expense of the Contractor. An uninterrupted communication service is mandatory.
- 5 If the supervisor is not continuously present on site during working hours, the Contractor shall nominate one of its employees on site to represent the Contractor in place of a non-working supervisor. Anyone so nominated to replace the non-working supervisor will have full rights and responsibilities of the supervisor.

#### **6 - Additional Special Conditions**

1. The Contractor will use three (3) different colour coded cloths for the cleaning of toilets/urinals, washroom basins/kitchen sinks and dustbins.
2. Excluded areas/rooms:

The following areas or rooms do not form part of this contract. The Contractor shall instruct his staff not to enter building service areas unless accompanied by a Customer's staff member:

- Transformer, Mechanical, Electrical and Communications rooms.
- Laboratory benches, laboratory sinks and laboratory equipment (stationary or movable), copiers, computer equipment, and shop equipment.

- The Contractor will not perform any cleaning operation whatsoever on wall mounted objects such as paintings and Artwork. Cleaning staff will not touch any Art objects.

3. Building maintenance

The contractor's staff shall report deficiencies other than janitorial observed during the performance of the services to the NCC representative.

4. Space assigned

The NCC's representative shall provide the contractor with the required space for storage of products and equipment.

5. Responsibility

The NCC shall not be responsible for damages to the contractor's cleaning product and equipment nor to the contractor's employee's personal belonging.

## **7 – Conversion of Flooring**

Conversion of flooring: There will be no increase or decrease to the contract amount when an existing floor covering is converted to another type.

## **8- Light, Heat, Power and Water**

The NCC shall supply all lights, heat, power and hot/cold water reasonably required for the performance of the work.

## **SECTION 2 – OPERATIONS & FREQUENCIES**

### **1. Exterior**

#### ***.1 Daily***

- .1 Remove graffiti and posters from exterior walls, doors and windows at ground levels.
- .2 Clean and polish outside metal mail slot receivers, aluminum fittings, metal work, entrance doors and push bars.
- .3 Clean glass and sashes on both sides of entrance and exit doors.
- .4 Sweep and keep clear of litter (cigarette butts, paper, leaves, etc.) all entrances, exit ramps for the handicapped, loading platforms, podiums and stairs.
- .5 Empty contents of ash trays, sand urns and butt stops into a separate metal container. Clean and polish chrome parts.
- .6 Replace silica sand in sand urns as required.
- .7 Empty and damp wipe exterior of all waste receptacles, supply and insert new plastic bags of correct size.

#### ***.2 Weekly (Friday)***

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

#### ***.3 Monthly (first week of each month)***

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

### **2. Floors (all types)**

#### ***.1 General***

- .1 Supply and visibly locate bilingual “DANGER” signs when performing wet floor cleaning operations.
- .2 Furniture and wastepaper baskets are not to be placed on desks, tables or work benches during cleaning operations.
- .3 Care must be taken not to allow cleaning solutions to seep under furniture legs, file cabinets or partitions.

- .4 When performing floor cleaning operations, cables to computers and other related equipment **shall not be disturbed**.
- .5 Cleaning equipment is not to be plugged into any computer equipment or coloured outlets (Yellow/Orange).

### **3. Floors: Resilient, Terrazzo and Marble**

#### ***.1 Daily***

- .1 Sweep and damp mop all floors.

#### ***.2 Weekly (Friday)***

- .1 Spray buff all floors, including in front and behind counters, in desk wells and traffic lanes.

#### ***.3 Scheduled Cleaning Operations***

- .1 Wet scrub and refinish floors as per Appendix B – Table I.
- .2 Strip, seal and refinish floors as per Appendix B – Table I.

### **4. Floors: Vitreous and Quarry Tile Exclusions: Entrances, Lobbies, Washrooms, Locker Rooms and Stairways**

#### ***.1 Daily***

- .1 Sweep and damp mop all floors daily.

#### ***.2 Weekly (Wednesday)***

- .1 Wash and buff all floors.

#### ***.3 Scheduled Cleaning Operations***

- .1 Wet scrub and refinish floors as per Appendix B- Table I.
- .2 Strip, seal and refinish floors as per Appendix B – Table I.

### **5. Floors: Hardwood**

#### ***.1 Daily***

- .1 Sweep all floors and damp mop using a minimum amount of water daily.

**.2 Weekly (Wednesday)**

- .1 Polish floors.

**.3 Monthly (last week of each month)**

- .1 Clean floors using an approved wood cleaner, apply one coat of an approved non-slip wax and buff when dry.

**6. Floors: Concrete – Not applicable**

**7. Carpeting and Rugs**

**.1 General**

- .1 The Contractor shall use “COMERCIAL HEAVY-DUTY VACUUM CLEANERS” with the following features:
  - .1 Maximum noise level of 59 dB
  - .2 Maximum 0.3 Micron particulate filter (Hepa Type)
  - .3 Minimum 90 inches of water lift
  - .4 Power Head
  - .5 Proper tools/accessories for floors and furniture
- .2 The Contractor shall use “HIGH PERFORMANCE HOT WATER EXTRACTORS” with the following features:
  - .1 Minimum of 110 psi solution pump.
  - .2 Minimum of 137 inches of water lift
  - .3 Minimum of 10 gallon solution tank.
  - .4 Minimum of 14.5 gallon recovery tank.
- .3 Clip loose threads during vacuuming operations.
- .4 Sweep or vacuum exposed flooring during vacuuming operations.
- .5 Remove spots and stains from carpeting and rugs using methods and solutions approved by carpet manufacturers and clean up spills as soon as possible after

observation or notification. Report to the Customer spots on carpeting and rugs that cannot be removed by normal means and any damage to or lifting of carpeting.

## **.2 Offices/Office Areas**

### **Daily**

- .1 Pick up litter (paper, paper clips, elastics, etc.)

### **Weekly**

- .2 Vacuum traffic lanes and desk wells every Tuesday.
- .3 Vacuum all carpeting and rugs on a full floor basis every Friday.
- .4 Where T mats are in use, remove, vacuum carpet, clean T mat and replace.

## **.3 Boardrooms, Conference Rooms, Meeting Rooms, Corridors and Elevator Lobbies**

### **.1 Daily**

- .1 Vacuum full floor.

## **.4 Scheduled Cleaning Operations**

- .1 Clean all carpets and rugs using the “Hot Water Extraction Method”, except in **high traffic areas use shampoo in addition to “Hot Water Extraction Method”** as per appendix B – Table I.

## **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 and dry sand, water, salt, snow etc. from the mats.
- .2 Mats shall be in place from November 1 to April 30 inclusive. In case of unusual weather conditions, the Customer may shorten or extend the period.
- .3 Mats are to be rolled up to complete floor cleaning operations. Clean the underside of mats before replacing.
- .4 Prior to storing, each walk-away mat shall be cleaned using the **Shampoo and Hot Water Extracting Method** and shall be dried. In addition clean the underside of mats.

**.2 Daily**

- .1 Vacuum mats at 9:00 am and 2:00 pm. During inclement weather vacuum mats more often if necessary.

**.3 Weekly (Friday)**

- .1 Clean all walk-away mats using the “Hot Water Extraction Method” after 5:00 pm.

**9. Entrances, Exits, Lobbies, Main Floor Elevator Lobbies and Adjacent Corridors**

**.1 General**

- .1 Keep free of litter.
- .2 Clean furniture as per Clause 20.

**.2 Daily**

- .1 Clean both sides of door glass.
- .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 glass and frame.

**.3 Weekly (Friday)**

- .1 Clean both sides of all glass windows and wood or metal surrounds.

**.4 Monthly (third week of each month)**

- .1 Remove foot grills and clean out recessed pan and drain.

**.5 Scheduled Cleaning Operations**

- .1 Wet scrub and refinish floors as per Appendix B – Table I.
- .2 Strip, seal and refinish floors as per Appendix B- Table I.

**10. Elevators**

**.1 Daily**



- .1 Clean interior and exterior of cabs, doors, door frames and walls including control panels.
- .2 Scrape and vacuum door sill/track grooves in both the cab and on each landing.
- .3 Sweep and damp mop floors when mats are not in use.
- .4 Vacuum carpeted floors.

***.2 Monthly (first week of each month)***

- .1 Clean carpets using the “Hot Water Extraction Method”.
- .2 Vacuum carpeted walls.

***.3 Scheduled Cleaning Operations***

- .1 Wet scrub and refinish floors as per **Appendix “B”**.
- .2 Strip and refinish floors as per **Appendix “B”**.

**11. Escalators – Not applicable**

**12. Stairs & Landings**

***.1 Daily (from third floor to basement)***

- .1 Sweep and damp mop stairs and landings.
- .2 Dust handrails, balusters, balustrades, baseboards, stringers and ledges.
- .3 Vacuum carpeted stairs and landings.

***.2 Weekly (from third floor up)***

- .1 Repeat .1 to .3 under daily.

***.3 Monthly (second week of each month)***

- .1 Clean handrails, baseboards, risers, stringers and ledges.
- .2 Clean balustrades.

***.4 Scheduled Cleaning Operations***

- .1 Strip, seal and refinish terrazzo, marble and resilient surfaces as per Appendix B – Table I.

### **13. Miscellaneous**

#### **.1 General**

The Contractor shall use “COMMERCIAL HEAVY DUTY VACUUMS” with the following features:

Maximum noise level of 59 dB  
Exhaust filter (H.E.P.A. type)  
Minimum of 102 inches of water lift  
Proper tools / accessories for operation

#### **.2 Daily**

- .1 Damp wipe public telephones.
- .2 Dust exterior of display cases and spot clean glass.

#### **.3 Weekly (Monday)**

- .1 Clean exterior frame of notice boards, directory boards and glass.
- .2 Clean display case glass and remove tape and tape residue.

#### **.4 Monthly (first week of each month)**

- .1 Clean and polish all decorative metal surfaces.
- .2 Damp wipe window ledges, radiator and convactor covers.

#### **.5 Scheduled Cleaning Operations**

- .1 Vacuum ledges, top of partitions, shelving, exposed air ducts, pipes and other high areas including tops of hanging light fixtures and conduit 1.8 metre or higher, using a back pack vacuum cleaner as per Appendix B – Table I.
- .2 Clean all air intake grills and air diffusers as per Appendix B – Table I.

**(All air intake grills and air diffusers shall not be removed during cleaning operations.)**

### **14. Washrooms (this includes private washrooms)**

#### **.1 General**

- .1 The Contractor shall supply 2-ply toilet paper of good quality in all washrooms.

- .2 Patrol clean washrooms twice daily at 10:30 am and 1:30 pm.
- .3 All private washrooms to be supplied with paper towels, even if a dispenser is not available.

## **.2 Daily**

- .1 All washrooms shall be cleaned and disinfected using a germicide on a daily basis
- .2 Sweep and damp mop floors.
- .3 Dust top of partitions and spot clean.
- .4 Remove all trash from strainers in base of urinals and add or replace strainer and urinal cake as required.
- .5 Clean both sides of toilet seats, interior and exterior of bowls, urinals and wash basins. Toilets and urinals shall be free of stains, water spots and scale.
- .6 Clean all water taps, dispensers, door plates and flush valves.
- .7 Clean flush tanks, shelves, high ledges, mirrors, window ledges and exposed piping.
- .8 Sink and hardware will be cleaned to be bright and free of corrosion or verdigris.
- .9 Walls particularly under dispensers, near urinals and toilets. Will be cleaned and have no streak. Spot clean walls and partitions.
- .10 Air grills and door grills will be cleaned free of dust  
  
Doors will be cleaned and sanitized including handles, kick plates and push plates.
- .11 Empty sani-cans, wash, disinfect, supply and insert new waxed bags of correct size.
- .12 Empty and damp wipe exterior of all waste receptacles, supply and insert new plastic bags of correct size.
- .13 Supply and replenish soap, toilet paper and paper towel dispensers. Ensure all dispensers are at least 80% full. Restock as necessary.
- .14 Vacuum carpeted floors.

## **.3 Weekly (Monday)**

- .1 Descale toilet bowls and urinals.

- .2 Spray buff resilient, terrazzo and marble floors.
- .3 Pour a pail of clean water into floor drains (winter months).

**.4 Monthly**

- .1 Pour a pail of clean water into floor drains (other months).
- .2 Machine scrub vitreous, quarry tile and concrete floors and wash resilient, terrazzo and marble floors.
- .3 Wash and disinfect wastepaper and refuse receptacles including metal containers.
- .4 Wash both sides of partitions, partition doors, and ceramic walls enclosed by the partitions.
- .5 Clean air grills and air diffusers.

**.5 Scheduled Cleaning Operations**

- .1 Wet scrub and refinish resilient, terrazzo and marble floors as per Appendix B – Table I.
- .2 Strip, seal and refinish resilient, terrazzo and marble floors as per Appendix B – Table I.
- .3 Strip, seal and refinish vitreous and quarry tile floors as per Appendix B – Table I.
- .4 Strip and reseal concrete floors as per Appendix B – Table I.
- .5 Wash ceilings as per Appendix B – Table I.
- .6 Wash all walls as per Appendix B – Table I.

**15. Locker Rooms**

**.1 Daily**

- .1 Empty waste receptacles.
- .2 Sweep and damp mop floors.
- .3 Spot clean walls, doors and door frames.

**.2 Weekly (Friday)**

- .1 Wash floors.
- .2 Spray buff resilient, terrazzo and marble floors.
- .3 Dust exposed surfaces of lockers including tops. Remove marks and stains from front and sides.

**.3 Monthly**

- .1 Machine scrub and rinse vitreous and quarry tile floors.
- .2 Wash metal base of windows and window ledges.

**.4 Scheduled Cleaning Operations**

- .1 Wash the interior and exterior of lockers as per Appendix B – Table I.  
Coordinate with client to clean the inside of occupied lockers.
- .2 Wet scrub and refinish resilient, terrazzo and marble floors as per Appendix B – Table I.
- .3 Strip, seal and refinish resilient, terrazzo and marble floors as per Appendix B – Table I.
- .4 Strip and reseal vitreous and quarry tile floors as per Appendix B – Table I.

**16. Showers (this includes private showers)**

**.1 Daily**

- .1 Remove all pieces of soap.
- .2 Wipe down walls.
- .3 Scrub floor and duck boards.
- .4 Report any blockages or leaks.
- .5 Polish handles, shower heads and other fixtures.

**.2 Weekly (Wednesday)**

- .1 Wash walls, shower curtains and shower doors to remove soap residue.
- .2 Scrub floors to remove soap residue.
- .3 Pour a pail of clean water in floor drains.

- .4 Clean air intake grills and air diffusers.

**.3 Quarterly**

- .1 Replace shower curtains.

**17. Cafeterias & Canteens – Not applicable**

**18. Kitchens, Kitchenettes, Lunchrooms and Rest Areas (this includes private kitchens)**

**.1 General**

- .1 Cleaning does not include vending machines.

**.2 Daily**

- .1 Dust all horizontal surfaces.
- .2 Wash all furniture, tables, chairs, sinks, etc.
- .3 Sweep and damp mop floors.
- .4 Vacuum and spot clean carpeting.
- .5 Supply and replenish all soap, paper and linen towel dispensers
- .6 Empty, wash and disinfect garbage cans and waste receptacles and replace plastic bags.
- .7 Spot clean all walls, doors and exterior of cupboards
- .8 Spot clean exterior of all appliances.

**.3 Weekly (Friday)**

- .1 Dust all vertical surfaces.
- .2 Spray buff floors.

**.4 Monthly**

- .1 Clean the interior of all appliances on the last week of each month.

**.5 Scheduled Cleaning Operations**

- .1 Wet scrub and refinish floors as per Appendix B – Table I.

.2 Strip, seal and refinish floors as per Appendix B – Table I.

.3 Wash walls as per Appendix B – Table I.

## **19. Health Units / Gymnasium**

### **.1 General**

.1 All gym and fitness equipment is to be kept clean and sanitized.

### **.2 Daily**

.1 Clean showers, floors, toilets/urinals, sinks and fixtures using approved germicidal cleaner;

.2 Fill soap dispensers as required;

.3 Replenish toilet paper and hand towels;

.4 Empty waste receptacles;

.5 Spot clean walls, doors, frames and grilles, washrooms stalls and mirrors

### **.3 Weekly (Friday)**

.1 Full vacuuming of the rubber mats/flooring.

.2 Dust and clean all gym equipment with a disinfectant, a germicide and a deodorizer for commercial application. The contractor is to provide some bottles with this solution to remain where the equipment is located and to be topped on a daily basis. Bottles to be 80% full at all times.

### **.4 Monthly**

.1 Wash/mop rubber mats/flooring with approved germicidal cleaner;

### **.5 Scheduled Cleaning Operations**

.1 Dust and clean all gym equipment including racks and weights with disinfectant, a germicide and a deodorizer for commercial application as per Appendix B – Table I.

.2 Cleaning of exterior and interior of lockers – See section 15 Lockers.

## **20. Furniture & Fixtures**

### **.1 Preliminary Instructions**

- .1 Papers and files left on furniture shall not be disturbed by the cleaning staff.
- .2 Upon completion of the services on a floor, part of a floor or an enclosed space equipped with light switches, the cleaning staff shall turn the lights off when the services are performed outside of regular occupational hours.

**.2 Daily**

- .1 Dust and spot clean boardroom and executive office furniture.
- .2 Damp wipe counters and spot clean facings.

**.3 Weekly (Wednesday)**

- .1 Dust and remove stains from all surfaces.
- .2 Dust empty stacks, shelves, pictures and wall hangings (excluding paintings and art objects).
- .3 Clean and polish boardroom and executive furniture.
- .4 Clean bases of free standing screens/office partitions.
- .5 Clean interior of clothes closets.
- .6 Wash boot trays and/or boot shelves.
- .7 Clean metal wickets, glass and wood partitions.

**.4 Monthly (third week of each month)**

- .1 Vacuum upholstered furniture including removal and vacuuming of cushions and cushion beds.
- .2 Remove spots, stains and gum from upholstered furniture.

**.5 Scheduled Cleaning Operations**

- .1 Clean all leather, vinyl and leatherette upholstered furniture as per Appendix B – Table I.
- .2 Vacuum upholstered free standing screens as per Appendix B – Table I.

**21. Blinds and Drapes**

**.1 Scheduled Cleaning Operations**



- .1 Dust or vacuum blinds as per Appendix B – Table I.
- .2 Vacuum drapes as per Appendix B – Table I.
- .3 Damp wipe blinds as per Appendix B – Table I.

## **22. Chalkboards/White Boards**

### **.1 General**

- .1 CAUTION! DO NOT CLEAN boards containing written information.
- .2 Do not use oiled or dust treated cloths when cleaning boards.

### **.1 Daily**

- .1 Dry clean chalkboards.
- .2 Clean chalk throughs.
- .3 Vacuum erasers.
- .4 Dry clean white boards.

## **23. Waste Receptacles**

### **.1 General**

- .1 Supply and install plastic bags of correct size when dirty or torn in garbage cans and waste receptacles.

### **.2 Daily**

- .1 Empty and damp wipe exterior of garbage cans and waste receptacles.

### **.3 Monthly (last week of each month)**

- .1 Wash and disinfect interior and exterior of garbage cans including metal liners.

### **.4 Scheduled Cleaning Operations**

- .1 Wash and disinfect interior and exterior of waste receptacles as per Appendix B – Table I.

## **24. Interior Glass**

### **.1 Daily**

- .1 Remove tape if any, and spot clean all door glass, partition glass, glass topped furniture, bookcase glass, mirrors, draft deflectors and display boards.

**.2 Monthly (last week of each month)**

- .1 Clean mirrors and both sides of door glass.

**.3 Scheduled Cleaning Operations**

- .1 Clean both sides of partition glass as per Appendix B – Table I.
- .2 Remove and clean both sides of all glass or plastic plates covering furniture and clean tops of furniture before replacing plates as per Appendix B – Table I.

The Contractor is responsible to provide personnel with appropriate training in performing this task as glass plates come in different sizes and can be excessively heavy. The Contractor shall ensure that all safety measures are in place and followed. These measures are to be provided to the Customer prior to commencing any work.

- .3 Clean and polish both sides of bookcase glass doors, convex mirrors and draft deflectors as per Appendix B – Table I.

**25. Water Fountains**

**.1 Daily**

- .1 Clean and disinfect with neutral odour disinfectant.

**26. Walls, Partitions, Baseboards and Ceilings**

**.1 Daily**

- .1 Spot clean walls and partitions.
- .2 Remove cobwebs from ceilings.

**.2 Weekly (Wednesday)**

- .1 Dust marble walls, columns and frames.
- .2 Spot clean fabric and carpeted walls, columns and partitions.
- .3 Damp wipe baseboards, ledges and mouldings.

**.3 Scheduled Cleaning Operations**

- .1 Vacuum fabric and carpeted walls, columns and partitions as per Appendix B – Table I.

## **27. Doors and Door Frames**

### ***.1 Daily***

- .1 Spot clean doors and door frames.
- .2 Dust door grills.

### ***.2 Monthly (third week of each month)***

- .1 Clean push bars, kick plates and hand plates.
- .2 Damp wipe doors and door frames.
- .3 Wash door grills.

## **28. Emergency Fire Equipment**

### ***.1 Monthly (second week of each month)***

- .1 Clean interior and exterior fire hose cabinets including glass and related equipment.
- .2 Clean and/or polish fire extinguishers.

## **29. Electronic Data Processing (E.D.P.) Areas**

### ***.1 General***

- .1 Areas includes tape libraries, computer rooms, key edits, equipment rooms, computer output microfiche rooms, printer rooms and attached washrooms.
- .2 Flooring – Plastic laminate tiles. This flooring contains “anti-static” properties and shall not be sealed, waxed or have a floor finish applied to it.
- .3 The vacuum cleaner used in this area shall be of the industrial canister type equipped with a three prong grounded plug and non-metallic floor tools. The filter is to be cleaned prior to each operation.
- .4 **CAUTION!** Malfunctioning equipment, if any, shall be immediately removed from the area and replaced so that the extremely sensitive nature of the computer equipment is not affected.

- .5 Damp mopping – Use a mop, well wrung out in clean water so that there will be no seepage under the equipment or between the tiles. The water shall be changed frequently during each operation and mops to be washed and well rinsed on completion of the work.
- .6 Food and beverages are **NOT** permitted in the E.D.P. areas.
- .7 While performing the underfloor cleaning, cabling shall be disturbed as little as possible.
- .8 Cleaning equipment shall **NOT** be plugged into any computer equipment or coloured electrical outlets (yellow/orange).
- .9 **DO NOT** place anything on top of computer equipment.

**.2 Daily**

- .1 Vacuum and damp mop entire floor area.
- .2 Vacuum and damp mop ramps.
- .3 Empty waste receptacles.
- .4 Clean washrooms as per Clause 14.

**.3 Weekly (Friday)**

- .1 Wash and disinfect waste receptacles.
- .2 Clean doors and door frames.
- .3 Dust furniture and shelving.

**.4 Scheduled Cleaning Operations**

- .1 Upon request only and under direct supervision from the Tenants - Lift all elevated floor tiles to vacuum the subfloor and the support railings as per Appendix B – Table I.
- .2 Clean interior and exterior of light fixtures as per Appendix B – Table I.
- .3 Clean all air intake grills and air diffusers as per Appendix B – Table I.

**.5 Other**

- .1 Includes specialized Room on 2<sup>nd</sup> floor of building on site.

**30. Telephone Rooms**

**.1 Monthly**

- .1 Sweep and wash all floors (access to be provided by Customer).

**31. Contractor's Space and Janitor's Closets**

**.1 General**

- .1 Maintain as per corresponding areas in specification.
- .2 Clean mops before storing. Keep all other equipment clean and materials neatly stored.
- .3 Maintain floors and fixtures as per Washrooms (Clause 14).

**.2 Monthly (last week of each month)**

- .1 Wash walls and shelves.

**32. Light Fixtures – Not applicable**

**33. Freight Receiving Areas / Loading Dock / Platform – Not applicable**

**34. Garages**

**.1 Daily**

- .1 Empty waste receptacles.
- .2 Sweep and damp mop floors.
- .3 Spot clean walls, doors and door frames.
- .4 Clean sink

**.2 Weekly (Friday)**

- .1 Sweep and wash floors.
- .2 Spray buff concrete floors.
- .3 Dust exposed surfaces of walls, equipment and lockers including tops. Remove marks and stains.

**.3 Monthly**

- .1 Machine scrub and rinse vitreous and quarry tile floors.
- .2 Wash windows, metal base of windows and window ledges.

***.4 Scheduled Cleaning Operations***

- .1 Wet scrub and refinish concrete floors as per Appendix B – Table I.

**35. Garbage / Recycling / Recuperation Room / Area**

***.1 General***

- .1 Waste will be removed to the designated garbage room. Recycling will be removed to the designated area and put into the proper containers. The Contractor shall ensure the clear bags are strong enough to prevent leaks.

All paper products deposited in the desk side bins shall be collected and deposited in containers in the designated area. Bottles and cans must be removed nightly from the tenant area and shall be deposited in containers in the designated area. All corrugated cardboard shall be flattened and placed in the designated containers by the contractor.

- .2 Safety shoes are required for cleaning staff handling the large recycling containers on wheels.

***.2 Daily***

- .1 Garbage stored in plastic bags or garbage cans must be placed at pickup points prior to scheduled garbage collection
- .2 Empty all garbage into bulk-lift units, plastic bags or garbage cans, depending on system in use.
- .3 Sweep floor and damp mop after pick-up.
- .4 Wash and disinfect walls and floors in garbage room.

***.3 Weekly (after garbage / recycling / recuperation material pick-up)***

- .1 Wash and disinfect trash carts every Friday to ensure that they are without any soil or marks and odor free.

**36. Papersave and Recuperation, Multi-use Installations**

***.1 General***

- .1 Cardboard shall be flattened and placed in the designated containers.
- .2 All recyclable paper and cardboard shall be collected from the paper recycling containers located at each workstation and throughout the premises and placed in the storage room designated and provided by the NCC (the “designated area”).
- .3 Outdated phone books shall be collected and placed in designated containers when required.

**.2 Daily**

- .1 Remove surface contamination / garbage from recycling containers.
- .2 Collect paper from recyclable paper receptacles in high generation areas.
- .3 Collect paper from recycling containers at desks.
- .4 Collect overflowing material from multi-material recycling stations, as required, to avoid overfill, bad odour and to maintain sanitary conditions.

**.3 Weekly (Wednesday)**

- .1 Clean exterior of the recycling containers and multi-use recuperation receptacles.

**.4 Twice Weekly (Tuesday and Friday)**

- .1 Collect recyclable materials from multi-use installations and store in designated area.

**.5 Monthly (last week of each month)**

- .1 Clean interior of the recycling containers and multi-use recuperation receptacles.

**37. Grounds Maintenance – Not applicable**

**38. Snow Removal – Not applicable**

**39. Induction Units & Convectors – Not applicable**

**40. Windows**

**.1 Scheduled Cleaning Operations**

- .1 Clean both sides of all perimeter glass, framing and sills as per Appendix B – Table I.
- .2 Clean splashing, streaking, and staining as a result of the work as per Appendix B – Table I

**41. Additional Operations & Frequencies**

## **.1 Reference to Clause 8 (Walk Away Mats)**

- .1 Mats shall remain in place year-round at specified locations.
- .2 The Contractor shall provide the following walk-away mats and the contractor will install, maintain, remove, clean, store mats in an off-site area when not in use. Mats are to be of good quality and will be subject to acceptance by the NCC.

Quantity	Size (in meters)	Locations
		<b>Location 1</b>
1	1.80 x 2.50	1
1	1.10 x 2.00	2
1	2.00 x 1.50	3
		<b>Offices</b>
1	1.80 x 2.50	Entrance #1 - Main
1	1.00 x 1.00	Entrance #2
1	1.40 x 2.00	Entrance #3
		<b>Location 2</b>
2	1.40 X 2.50	Offices
2	0.61 X 0.92	Washrooms
3	0.61 X 0.92	Small buildings
		<b>Location 3</b>
1	1.20 x 2.40	Entrance main
1	1.20 x 2.40	Entrance secondary
1	1.20 x 2.40	Kitchen area
1	1.20 x 2.40	Men showers
1	1.20 x 2.40	Women showers
2	1.20 x 6.40	Lounge area
1	0.90 x 2.40	Corridor
1	0.90 x 5.00	Corridor
1	0.90 x 2.40	Small building
1	0.90 x 1.20	Small building
1	1.20 x 1.80	Small building
1	1.20 X1.80	Small building
		<b>Location 4</b>
1	1.80 x 3.35	Entrance
1	0.90 x 9.00	Corridor



### **SECTION 3 – DEFINITION OF TERMS AND QUALITY STANDARDS**

1. The Definition of Terms and Quality Standards described in Section 3 shall be strictly adhered to.
2. Quality control inspections shall be carried out by the NCC representative periodically to decide whether or not the services are acceptable. These inspections will be carried out based on the Quality Standards and Definition of Terms listed in the present document.
3. Any quality control inspection report which does not meet the NCC's requirements of the janitorial services specification, for any part of the building may result in the application of corrective measures
4. The NCC may elect to invite the Contractor's to participate on these inspections by giving a short notice to its representative on site. Attendance at inspections by the contractor's representative is recommended but not mandatory.

#### **Definition of Terms**

1. Routine Cleaning Operations

Cleaning operations which are specified to be performed monthly or more frequently such as weekly or daily.

2. Patrol Cleaning Operations

All obvious trash and spillage shall be removed, and dispensers replenished, so that the area presents a neat appearance.

3. Scheduled Cleaning Operations

Cleaning operations which are specified to be performed less frequently than monthly such as every two months, three times a year, quarterly, semi-annually or annually as stated in Appendix B Table 1.

4. Flight of Stairs

Includes steps and risers between two floor levels including landing(s) and leading to the Leased Premises, if applicable.

5. Materials

Materials consist of items such as toilet tissue, paper hand towels, hand soap, deodorant blocks, plastic bags and sani-bags, as required for the performance of the work, in addition to the supplies necessary for the physical cleaning of the Leased Premises and common areas of the complex.

6. Trash

Includes the contents of ashtrays, waste receptacles, sand urns and sani-cans. Also paper clips, paper, mop strings, pins, staples and discarded items on the floor or furniture.

### **Quality Standards**

1. Sweeping

All areas shall be free of trash and soil.

2. Hosing

All areas shall be clean after scheduled hosing with no water accumulation in low areas.

3. Dust Mopping

All areas shall be free of dust film and all furniture shall be relocated to its original location.

4. Damp Mopping

All areas shall be clean and free of surface stains, mop streaks and loose mop strands. Walls, baseboards and other surfaces shall be free of watermarks and splashing.

5. Wash Floors

All areas shall be free of dirt, stains, mop strands, splashing and cleaning solution.

6. Machine Scrub

All areas shall be free of dirt, stains, splashing and cleaning solutions.

7. Spray Buffing

All areas shall present an overall appearance of cleanliness, have a bright, resilient shine and be dust free.

8. Buff Floors (Restore)

All areas shall present an overall appearance of cleanliness, have a shine and be dust free.

9. Wet Scrub (Recoat)

All areas shall have an overall appearance of cleanliness and an even shine and be free of minor scrapes and marks.

10. Strip and Refinish

All areas shall present an overall appearance of cleanliness, a deep clean look and a crisp even shine and be free of scrapes and marks.

11. Strip and Reseal

All areas shall present a clean appearance and shall be free of dirt, stains and marks.

12. Vacuuming

*.1 Carpet*

All carpet surfaces shall present an overall appearance of cleanliness and shall be free of dust, dirt and soil.

*.2 Walk-away Mats*

Walk-away mats shall be clean and free of dust and dirt.

*.3 Upholstered Furniture*

Upholstered furniture shall be free of dust, dirt and other debris.

13. Stain Removal

All carpets, walk-away mats and upholstered furniture shall have no visible stains and no discoloration after stain removal operation.

14. Hot Water Extraction Method

All carpets, walk-away mats and upholstered furniture shall be clean and free of dust, dirt, sand, slush, salt and water.

15. Cleaning Foot Grills

All foot grills and recess pans shall present a clean appearance and be free of dirt, soil and trash.

16. Cleaning of Notice Boards and Fire Hose Cabinets

All notice boards and fire hose cabinets, including glass, shall be free of dust and stains.

17. Glass Cleaning

All glass shall be clean on both sides and free of streaks and finger marks.

18. Cleaning of Stairways and Landings

All areas shall present an overall appearance of cleanliness and be free of dirt, dust, streaks and trash.

19. Elevator Cleaning

All elevator cab surfaces shall be free of dust, marks and soil. Walls, ceilings, floors, handrails and doors shall be free of soil film, producing a freshly washed appearance.

20. Escalator Cleaning Not applicable

21. Dusting

*.1 Furniture, Fixtures and Equipment*

All surfaces shall be free of dust, streaks and finger marks.

*.2 High Dusting*

All surfaces shall be free of dust accumulation.

*.3 Blinds and Drapes*

Blinds and drapes shall be free of dust, cobwebs, water marks and loose soil.

22. Metal Cleaning

All metal surfaces shall be free from marks, stains and have a clean shine.

23. Cleaning of Washrooms

All washrooms shall have a clean scent and no odor at all. All surfaces shall be free of stains, water marks, scale and shall be clean and bright.

All waste and sanitary receptacles shall be empty, clean and all dispensers replenished.

24. Waste Receptacles

All waste receptacles shall be emptied and the exterior surface wiped clean.

25. Cleaning of Chalkboards and Whiteboards

All surfaces shall be wiped clean and chalk tray shall be clean and free of dust.

26. Cleaning of Sand Urns and Ashtrays

All trash shall be removed from urns and ashtrays and surfaces shall be clean with no visible stains or build up.

27. Cleaning of Drinking Fountains

All surfaces shall be free of spots, stains and streaks.

28. Cleaning of Air Grills and Diffusers

All air grills and air diffusers shall present a clean surface free of dirt, grime, stains, streaks, dust and cobwebs,

29. Cleaning of Light Fixtures

All light fixtures shall be free of dust, dirt, stains and streaks.

30. Cleaning of Garbage Rooms

Garbage Rooms and empty garbage containers shall be clean and free of odours.

31. Janitor Closets

All surfaces shall be free of waste paper, garbage, dust, stains and free of odors.

**APPENDIX A**  
**LIST OF BUILDINGS**

<b>Building Name</b>	<b>NCC Building #</b>
<b>Location 1</b>	
Small Building	1
Small Building	2
Small Building	3
Garage & Offices	4
Room	5
Gymnasium	6
Small Building	7
<b>Location 2</b>	
Office	1
Washrooms	2
Small Buildings	P1, P2 & P3
Building (Spring 2022)	3
<b>Location 3</b>	
Office	1
Small Building	2
Small Building	3
<b>Location 4</b>	
Office 1	1
Office 2	2

## APPENDIX B – TABLE I - SCHEDULED CLEANING OPERATIONS

Clause numbers below as per Section 2 – OPERATIONS & FREQUENCIES

[illegible]

	receptacles												
24.3.1	Clean both sides of partition glass		X						X				
24.3.2	Remove and clean both sides of ....		X						X				
24.3.3	Clean and polish both sides of bookcase glass doors...		X						X				
26.3.1	Vacuum fabric and carpeted walls, columns and partitions	X						X					
29.4.1	Lift all elevated floor tiles to vacuum...					X							
29.4.2	Clean interior and exterior of light fixtures including lenses				X						X		
29.4.3	Clean all air intake grills and diffusers					X						X	
34.4.1	Wet scrub & refinish concrete floors	X						X					
40.1.1	Clean both sides of all perimeter glass, framing and sills.			X				X				X	
40.1.2	Clean splashing, streaking, and staining			X				X				X	



## **APPENDIX C - PRICING SCHEDULE**

### **Pricing Schedule I**

- .1 All inclusive per square metre rates shall be provided for all sites for Routine, Schedule and Patrol Cleaning operations for work described in these terms of reference more particularly in Section 10 10 10 Cleaning Specifications.
- .2 There will be no increase or decrease to the contract amount when an existing floor covering is converted to another type.
- .3 All unit pricing and totals for Monthly Rate per square meter and per month are all-inclusive with the exception of tax.
- .4 Please note that any resulting contract will be a firm price contract and that the total cost proposed will be all inclusive. No other costs or charges will be applicable or payable by the NCC based on the Terms of Reference. Pricing for additional and emergency cleaning can be found in Pricing Schedule II.
- .5 All unit pricing is exclusive of tax and in Canadian dollars.
- .6 The Unit Price must be entered for each item listed in **Pricing Schedule I**, or will be subject to disqualification.
- .7 The Unit Price, as tendered, governs in calculating the Total Amount, and any errors in the extension of the Unit Price and in the addition of the Total prices shall be corrected by the NCC in order to obtain the Total amount.
- .8 The following table is the Unit Price Table for the purposes of the tender and the Contract.
- .9 The Pricing Schedule – Appendix C (Page 5 of 5 - last page) must be signed by an authorized proponent or will be subject to disqualification.

Pricing Schedule I: Unit Price Table

Line Item	Description	Cleanable Area in sq. m.	Year 1 (Feb. 1, 2022 to Jan. 31, 2023)				Year 2 (Feb. 1, 2023 to Jan. 31, 2024)				Option Year 1 (Feb. 1, 2024 to Jan. 31, 2025)				Option Year 2 (Feb. 1, 2025 to Jan. 31, 2026)												
			All-inclusive monthly rate per sq.m. (excluding taxes)	All inclusive monthly rate (excluding taxes)	Total Price for Year 1		All-inclusive monthly rate per sq.m. (excluding taxes)	All inclusive monthly rate (excluding taxes)	Total Price for Year 2		All-inclusive monthly rate per sq.m. (excluding taxes)	All inclusive monthly rate (excluding taxes)	Total Price for Option Year 1		All-inclusive monthly rate per sq.m. (excluding taxes)	All inclusive monthly rate (excluding taxes)	Total Price for Option Year 2										
			(A)	(B)	(A x B = C)	C X 12		(B)	(A x B = C)	C X 12		(B)	(A x B = C)	C X 12		(B)	(A x B = C)	C X 12									
					X mths	Total			X mths	Total			X mths	Total			X mths	Total									
LOCATION 1																											
1	Building	546 m²	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$									
2	Gymnasium	32 m²	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$									
3	3 Small Buildings	26 m²	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$									
4	Room	20 m²	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$									
5	Small Building	10 m²	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$									
LOCATION 2																											
6	Building	67 m²	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$									
7	Washrooms	17 m²	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$									
8	3 Small Buildings	17 m²	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$									
9	Building	120m²	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$									
LOCATION 3																											
10	Building & 2 Small Buildings	102 m²	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$									
LOCATION 4																											
11	Building & Trailer	104 m²	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$	\$	X 12	\$									
Sub-total Amount Year 1						\$		Sub-total Amount Year 2						\$		Sub-total Option Amount Year 1						\$		Sub-total Amount Option Year 2		\$	
13% OHST (line items 1 to 10)						\$		13% OHST (line items 1 to 10)						\$		13% OHST (line items 1 to 10)						\$		13% OHST (line items 1 to 10)		\$	
14.975% GST/QST (line item 11)						\$		14.975% GST/QST (line item 11)						\$		14.975% GST/QST (line item 11)						\$		14.975% GST/QST (line item 11)		\$	
TOTAL AMOUNT YEAR 1						\$		TOTAL AMOUNT YEAR 2						\$		TOTAL AMOUNT OPTION YEAR 1						\$		TOTAL AMOUNT OPTION YEAR 2		\$	
TOTAL AMOUNT FOR ALL YEARS INCLUDING TAXES =																											

**Pricing Schedule II**

- .1 All inclusive hourly rate including overhead, profit and all related costs for additional and emergency cleaning as described in Section 1-1 Additional and Emergency Cleaning.
- .2 The Unit Price must be entered for each item listed in **Pricing Schedule II**, **Labour** including the percentage for **Material - Mark-up**, or will be subject to disqualification.
- .3 All unit pricing is exclusive of tax and in Canadian dollars.
- .4 The Unit Price as tender governs in calculating the Total Amount, and any errors in the extension of the Unit Price and in the addition of the Total prices shall be corrected by the NCC in order to obtain the Total Estimated Amount.
- .5 The following table is the Unit Price Table for the purposes of the tender and the Contract.
- .6 The Pricing Schedule – Appendix C (Page 5 of 5 - last page) must be signed by an authorized proponent or will be subject to disqualification.

**Pricing Schedule II**

**Labour:**

The Contractor's qualified personnel hourly rate shall be:

Line Item	Description	Estimated Hours*	\$/hour Year 1 (Feb. 1, 2022 to Jan. 31, 2023)	\$/hour Year 2 (Feb. 1, 2023 to Jan. 31, 2024)	\$/hour Option Year 1 (Feb. 1, 2024 to Jan. 31, 2025)	\$/hour Option Year 2 (Feb. 1, 2025 to Jan. 31, 2026)	Total Unit Price ALL YEARS *	TOTAL PRICE*
		A	B	C	D	E	G=B+C+D+E	A x G
1	Regular Hours 07:00 to 17:00, Monday to Friday	40						
2	Outside regular hours, Monday to Saturday	10						
3	Sunday and statutory holidays	10						
							Sub-total*	
							13% OHST	
							TOTAL AMOUNT including tax*	

\* For bid evaluation purposes ONLY.

**Material:**

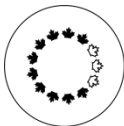
Materials will be charged at the contractor's laid-down cost plus a mark-up of:  
\_\_\_\_\_ %.

Parts will be supplied FOB Destination including all delivery charges. The following definitions have been used to arrive at the figures as noted:

MARK-UP: The difference between the Contractor's laid-down cost for product and resale price to the NCC. Mark-up includes applicable internal cost allocation by the Contractor such as material handling and general and administrative (G&A) expenses plus profit.

LAID-DOWN COST: The cost incurred by a vendor to acquire a specific product or service for resale to the NCC. This includes but is not limited to the supplier's invoice price (less trade discount), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage.

**Signature :** \_\_\_\_\_ **Date :** \_\_\_\_\_



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## INSTRUCTIONS TO TENDERERS

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### 1. Address

The tender shall be sent **By email** : [Bids-Soumissions@ncc-ccn.ca](mailto:Bids-Soumissions@ncc-ccn.ca)

### 2. Delivery of Tenders

Tenders must be received by the National Capital Commission on or before the exact time and date set for their reception. Care must be taken to email tenders in good time as tenders received after the specified time and date will not be accepted or considered.

### 3. Certifications – Bids

Compliance with the certifications bidders provide to NCC is subject to verification by the NCC during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 4. Non-Mandatory Site Visit

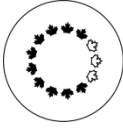
A **NON-MANDATORY** site visit will be held on **December 9, 2021 at 1:00 pm (EST)**.

This site visit is subject to the COVID-19 Vaccination Policy for Supplier Personnel. The person(s) who attend must be fully vaccinated against COVID-19 with a Health Canada-approved COVID-19 vaccine(s), or, for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by the NCC.

Bidders must communicate with the Contracting Authority no later than **December 7, 2021 at noon** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders must also complete and submit the site visit certification form to [emilie.scheckman@ncc-ccn.ca](mailto:emilie.scheckman@ncc-ccn.ca) found at **Annex B** by **December 7, 2021 at noon**.

The contracting authority will communicate the site visit location and details by email once attendance has been confirmed and the site visit certification form has been received.

All costs incurred by the Bidder to attend the site visit will be at their expense. The NCC will not reimburse any Bidder for expenses related to the site visit.



## INSTRUCTIONS TO TENDERERS

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### 5. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

Tenders and amendments received after the tender closing date and time.

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

In the event that security is required under these instructions and is not provided with the tender, the tender is subject to disqualification.

### 6. Revision of Tenders

The tenderer may revise his tender by email received before the tender closing date and time.

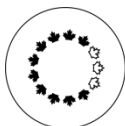
Changes must be clearly identified.

### 7. Acceptance of Offer

The lowest or any tender not necessarily accepted.

### 8. Security Requirements

1. Security with Tender - In the event that security is required as indicated under section II of the Tender/Contract, the tender when submitted must be accompanied by the security in the amount as indicated.
2. Acceptable Security
  - i) A bid bond from a [company](#) acceptable to the National Capital Commission and in terms satisfactory to the National Capital Commission.
  - OR
  - ii) Bonds of the Government of Canada payable to bearer.
3. Upon notification of acceptance of tender the successful tenderer may be called upon by the Finance and Procurement Services to provide the security deposit as described in Clause II of the Tender/Contract.



## INSTRUCTIONS TO TENDERERS

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### 9. Completion of Tender/Contract Form

Insert prices for units of measure and estimated quantities as shown in Appendix C of the Terms of Reference and insert the sum of the Total Evaluated Prices in Clause IV.

If description, units of measure and estimated quantities are shown on the Pricing Tables, insert the price per unit against each item, multiply by the respective estimated quantity, extend the answers to the Total column and add the Total column. Calculate the GST and QST (if applicable) on the total amount.

Type or legibly print the tenderer's full business name, address and telephone number under the spaces provided for the Contractor's Full Business Name and Contractor's Business Address respectively.

Sign the Tender/Contract form in the spaces provided as indicated below.

The tender must be signed by a duly authorized signing officer of the Company in his/her normal signature designating against his/her signature the official capacity in which the signing officer acts.

Do not make any entry in the signature section marked for Commission use only.

The tenderer should retain a copy of the tender for his record.

### 10. Insurance

The Contractor shall maintain such insurance or pay such assessments as will protect him and the National Capital Commission from claims under the Worker's Compensation Acts and from any other claims for damages for personal injury including death, and from claims for property damage which may arise from his operations under this contract. Certificates of such insurance shall be filed with the National Capital Commission for protection. Such insurance certificates shall be maintained until the National Capital Commission certifies that the work is complete.

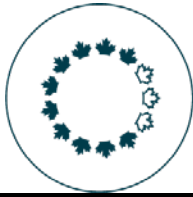
Liability insurance naming the National Capital Commission as additional insured shall be maintained by the Contractor for Public Liability and Property Damage in an amount of not less than \$5,000,000.00. Insurance is to cover damage resulting from accident as well as negligence. A copy of the policy must be given to the National Capital Commission prior to commencing work.

NOTE: These Instructions need NOT be submitted with your tender.

### 11. Applications for Approval Certificates

Wherever materials are specified by trade names or by manufacturers' names, the tender shall be based on the use of such materials. During tendering period, alternative materials will be considered if full descriptive data are submitted in writing at least seven days before the tender closing date. Approval of submission will be signified by the issuance of an addendum to the tender documents.





## **GENERAL CONDITIONS**

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### **1. Definition of Terms**

In the Contract,

1. the "NCC Technical Authority" means such person as may be specifically designated by or on behalf of the Chief Executive Officer and/or Executive Director upon the award of this contract.
2. "work" includes the whole of the works, labour and materials, matters and things to be done, furnished and performed by the Contractor under the contract.

### **2. Assignment and Subcontracting**

This contract may not be assigned without the written consent of the National Capital Commission, and neither the whole nor any part of the work may be subcontracted by the Contractor without the consent of the NCC Technical Authority. Every subcontract shall incorporate all the terms and conditions of this contract which can reasonably be applied thereto.

### **3. Indemnification**

The Contractor shall indemnify, and save harmless the National Capital Commission from and against all claims, losses, costs, damages, suits, proceedings, or actions arising out of or related to the Contractor's activities in executing the work, other than those arising from a defect in title to the site of the work or the infringement of a patent arising from a design supplied by the National Capital Commission, but including his omissions improper acts or delays in executing the work under the contract.

### **4. Property of the National Capital Commission**

The Contractor shall be responsible for any loss of or damage, excluding reasonable wear and tear, to any property of the National Capital Commission arising out of the performance of the work whether or not such loss arises from causes beyond his control. Such property shall only be used by the Contractor as may be directed by the NCC Technical Authority and the Contractor shall, at any time when requested to do so, account to the NCC Technical Authority for the use of such property.

### **5. Permits and By-Laws**

The Contractor shall comply with all laws and regulations, relating to the work whether federal, provincial or municipal, as if the work was being constructed for a person other than the National Capital Commission and shall pay for all permits and certificates required in respect of the execution of the work.

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## **GENERAL CONDITIONS**

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### **6. Canadian Labour and Materials**

Insofar as is practicable the Contractor shall employ and use Canadian labour and materials in the execution of the work and utilize the services of the Canada Manpower Centre in the recruitment of such labour.

### **7. Publicity**

1. The Contractor will neither permit any public ceremony, nor erect or permit the erection of any sign or advertising, in connection with the work without the approval of the NCC Technical Authority.
2. All exterior signs erected by the contractor will be in both official languages and subject to NCC approval.

### **8. Materials, Equipment, etc. to become Property of the National Capital Commission**

All materials and plants used or provided for the work shall be the property of the National Capital Commission, shall not be removed from the site of the work and shall be used only for the purpose of the work, until the NCC Technical Authority shall certify that they are, if not incorporated in the work, no longer required for the purpose of the work. The Contractor shall be liable for all loss or damage to materials or plants that are the property of the National Capital Commission by virtue of this section.

### **9. Contractor's Superintendent and Workers**

The Contractor will keep a competent superintendent on the site of the work at all times during the progress of the work unless otherwise authorized by the NCC Technical Authority. The superintendent must be acceptable to the NCC Technical Authority and have the authority to receive on behalf of the Contractor any order or communication in respect of the contract. Any superintendent and workers not acceptable to the NCC Technical Authority because of incompetency, improper conduct or security risk will be removed from the site of the work and replaced forthwith.

### **10. Co-operation with other Contractors**

The Contractor will co-operate fully with other contractors or workers sent onto the site of the work by the NCC Technical Authority. If the sending onto the work of other contractors and workers could not have been reasonably foreseen by the Contractor when entering into the contract, and if, in the opinion of the NCC Technical Authority the Contractor has incurred additional expense by such action, and if the Contractor has given written notice of claim within thirty (30) days of such action, the National Capital Commission will pay the cost of such additional expense to the Contractor calculated in accordance with Section 19.

### **11. Claims Against and Obligations of the Contractor or Subcontractor**

1. The Contractor shall ensure that all his lawful obligations and lawful claims against him arising out of the execution of the work are discharged and satisfied, at least as often as this contract requires the National Capital Commission to discharge its obligations to the Contractor and shall supply the NCC Technical Authority with a Statutory Declaration

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## GENERAL CONDITIONS

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deposing to the existence and condition of such claims and obligations when called upon to do so.

2. The National Capital Commission may, in order to discharge lawful obligations and satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of the work, pay any amount, which is due and payable to the Contractor under the contract and from a conversion or a negotiation of the security referred to in Section 17 hereof, if any, directly to the obligees of and the claimants against the Contractor or the subcontractor.

### **12. NCC Technical Authority's Rights and Obligations**

The NCC Technical Authority shall:

1. have access to the work at all times during its execution and the Contractor will provide the NCC Technical Authority with full information and assistance in order that he may ensure that the work is executed in accordance with the contract;
2. decide any question as to whether anything has been done as required by the contract or as to what the Contractor is required by the contract to do, including questions as to the acceptability of, the quality or quantity of any labour, plant or material used in the execution of the work, and the timing and scheduling of the various phases of the work;
3. have the right to order additional work, dispense with, or change the whole or any part of the work provided for in the plans and specifications. The NCC Technical 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 amount payable under the contract to the Contractor will be increased or decreased accordingly by an amount calculated in accordance with Section 19 hereof.

The Contractor shall comply with any decision or direction of the NCC Technical Authority given under this section.

### **13. Delay, Non-compliance, or Default by the Contractor**

If the Contractor delays in the commencement, execution or completion of the work, fails to comply with a direction or decision of the NCC Technical Authority properly given, or is in default in any other manner under the contract, the NCC Technical Authority may do such things as he deems necessary to correct the Contractor's default.

The Contractor will reimburse the National Capital Commission for all costs, expenses and damages incurred or sustained by the National Capital Commission, by reason of the Contractor's default, or in correcting the default. In addition to the aforementioned remedies in this section, the National Capital Commission may, if the default continues for six (6) days after notice in writing of default has been given to the Contractor by the NCC Technical Authority, terminate the contract in accordance with Section 16.

### **14. Changes in soil conditions, National Capital Commission delays**

1. The Contractor will receive no additional payment for additional costs incurred due to loss, damage or any other reason whatsoever, without the express certification of the NCC Technical Authority that the additional cost, loss or damage is directly attributable to:

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## GENERAL CONDITIONS

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- i) in the case of a flat-rate contract, a significant difference between the soil condition information contained in the plans and specifications and actual on-site soil conditions;
  - ii) negligence or delay on the part of the National Capital Commission, following the contract signing date, in providing complete information or in executing its full contract responsibilities or, according to current trade practice, the Contractor has submitted to the NCC Technical Authority a written notice of claim for additional costs, loss or damages, not later than thirty (30) days following the date on which the varying soil conditions were noticed, or the date on which said negligence or delay commenced. The amount of any additional payments to be issued under this article will be calculated as per Section 19.
2. If, in the opinion of the Technical Authority, the Contractor has ensured a savings due to the differing soil conditions cited above, the amount of this savings will be deducted from the total price of the Contract stated in Clause 1 of the Offer and Agreement.

### **15. Protesting NCC Technical Authority's Decision**

If the Contractor, within ten (10) days of receiving any decision or direction of the NCC Technical Authority, gives written notice to the NCC Technical Authority that the decision or direction is accepted under protest, the National Capital Commission will pay to the Contractor the cost, calculated according to Section 19, of anything that the Contractor was required to do, as a result of the decision or direction, beyond what the contract correctly understood would have required him to do.

### **16. Suspension or Termination of the Contract**

- 1. The National Capital Commission may upon notice in writing to the Contractor suspend or terminate the contract at any time. The Contractor will comply with such notice immediately.
- 2. If the National Capital Commission suspends the work for 30 days or less the Contractor must, subject to his remedy under Section 15 hereof, complete the work when called upon to do so. If the National Capital Commission suspends the work for a period in excess of 30 days, the Contractor may request the National Capital Commission to terminate the work under sub-section 4 hereof.
- 3. If the National Capital Commission terminates the contract because of default by the Contractor, the insolvency of or the commission of an act of bankruptcy by the Contractor, the obligations of the National Capital Commission to make payments to the Contractor shall cease and no further payments shall be made to the Contractor or less the NCC Technical Authority shall certify that no financial prejudice will result to the National Capital Commission from such further payments. Termination under this sub-section shall not relieve the Contractor of any legal or contractual obligations other than the physical completion of the work. In such circumstances the NCC Technical Authority may complete or have the work completed as he sees fit and all costs and damages incurred by the National Capital Commission due to the non-completion of the work by the Contractor shall be payable by the Contractor to the National Capital Commission.

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## GENERAL CONDITIONS

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4. If the National Capital Commission terminates the work other than in accordance with sub-section 3 hereof, the National Capital Commission will pay to the Contractor an amount calculated in accordance with Section 19 hereof subject to any additions or deductions otherwise provided by the General Conditions or Labour Conditions less any payments made pursuant to Section 24.3, hereof. In no event, however, shall such amount be greater than the amount which would have been payable to the Contractor had the contract been completed.

### **17. Security Deposit**

If any security deposit is provided by the Contractor pursuant to this contract it shall be dealt with in accordance with the Government Contracts Regulations, provided that if the Contractor is in breach or default under the contract the National Capital Commission may convert or negotiate such security to its own use. If a Labour and Material Payment Bond is provided pursuant to the contract the Contractor shall post on the site of the work a notice to that effect which shall include the name and address of the Surety, definition of those persons protected therein and an outline of the procedure for submitting a claim.

### **18. No Additional Payment**

The amount payable to the Contractor under this contract 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 plant, labour or material, except that, in the event of a change in any tax, that affects the cost of any materials incorporated or to be incorporated in the work, imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or Customs Tariff, made public after the date of the submission of the tender, an appropriate adjustment may be made.

### **19. Determination of Costs**

For the purposes of Section 10, 12.3, 14, 15 and 16.4, the amount payable to the Contractor shall, subject to the provisions of Section 24.2.ii) hereof, be based on the unit prices, if any, set out in Clause 4 of the Offer and Agreement. If such unit prices are not applicable the NCC Technical Authority and the Contractor may mutually agree on the amount payable. Failing such agreement, the amount payable shall be the reasonable and proper expenses paid or legally payable by the Contractor directly attributable to the work plus 10% of such expenses to cover overhead, including finance and interest charges, and profit, as certified by the NCC Technical Authority.

### **20. Records to be Kept by Contractor**

1. The Contractor shall maintain full records of his estimates of and actual cost to him of the work together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the National Capital Commission, or by persons acting on its behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such records.
2. The records maintained by the Contractor pursuant to this section shall be kept intact until the expiration of two (2) years from the date of issuance of the Final Certificate of

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## GENERAL CONDITIONS

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Completion under section 23 of the General Conditions or until the expiration of such other period as the National Capital Commission may direct.

3. The Contractor shall require all subcontractors and all firms, corporations and persons directly or indirectly having control of the Contractor to comply with Sections 1 and 2 as if they were the Contractor.

### **21. Extension of Time**

The National Capital Commission may, on the application of the Contractor, made before the day fixed for the completion of the work, extend the time for completion of the work. The Contractor shall pay to the National Capital Commission an amount equal to the National Capital Commission's expenses and damages incurred or suffered by reason of the delay in completion of the work unless in the opinion of the National Capital Commission such delay was due to causes beyond the control of the Contractor.

### **22. Cleaning of Work**

The Contractor will upon completion of the work, clear and clean the work and its site to the satisfaction of and in accordance with any directions of the NCC Technical Authority.

### **23. NCC Technical Authority's Certificates**

On the day that the work has been completed and the Contractor has complied with the contract and all orders and directions pursuant thereto to the satisfaction of the NCC Technical Authority, the NCC Technical Authority will issue to the Contractor a Final Certificate of Completion. In the case of a unit price contract, the NCC Technical Authority will at the same time issue a Final Certificate of Measurement setting out the final quantities used or employed in respect of the classes and units set out in the Unit Price Table, and any subsequent amendments thereto, under Clause 4 of the Offer and Agreement, such certificate to be binding upon the Contractor and the National Capital Commission.

### **24. Payment**

1. The National Capital Commission will pay and the Contractor will accept as full consideration for the work performed and executed an amount by which the amount referred to in Clause 1 of the Offer and Agreement together with the aggregate of the amounts payable by the National Capital Commission under Section 10, 12.3, 14.1, 16 and 18 minus the aggregate of any payments by the National Capital Commission under Section 11 and indemnification and amounts payable to or costs and damages incurred by the National Capital Commission under Sections 3, 4, 8, 12.3, 13, 14.2, 16.3, 18 and 21.
2. In the case of a unit price contract:
  - i) The amount referred to in Clause 1 of the Offer and Agreement will be deemed to be the amount computed by totalling the products of the unit prices set out in Clause 4 of the Offer and Agreement, as amended pursuant to sub-paragraph ii) hereof, if applicable, and the actual quantities of such units as set out in the NCC Technical Authority's Final Certificate of Measurement, subject to and, adjustment provided for in sub-paragraph ii) of this sub-section.

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## GENERAL CONDITIONS

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- ii) The NCC Technical Authority and the Contractor may, by agreement in writing, add to the aforesaid Unit Price Table other classes of labour, etc., units of measure, estimated quantities and prices per unit, and may if the actual quantities as set out in the aforesaid Final Certificate of Measurement exceed or fall short of the estimated quantities in respect of any item(s) shown in the aforesaid Unit Price Table by more than 15% amend the unit prices shown in the Unit Price Table for such items, provided that in the event the actual quantities exceed the estimated quantities by more than 15% the aforementioned amendment to the unit prices shall apply only to the actual quantities in excess of 115% of the estimated quantities. Where the NCC Technical Authority and the Contractor fail to agree on the amount of any adjustment as contemplated by this sub-section the revised or new prices per unit shall be determined in accordance with Section 19 hereof.
- 3. If the amount of the Contract is in excess of \$5,000 the Contractor shall be entitled to receive progress payments upon submitting Progress Claims which must be approved by Progress Reports issued by the NCC Technical Authority at monthly intervals. The amount to be paid to the Contractor for a progress payment shall be 90% of the value of the work certified by the NCC Technical Authority in the Progress Report as having been completed since the date of the immediately preceding Process Claim, if any, when a Labour and Material Payment Bond has been furnished under the contract the amount to be paid under this sub-section shall be 95% of the value certified by the NCC Technical Authority.
- 4. Sixty (60) days after the issue by the NCC Technical Authority of the Final Certificate of Completion there shall become due and payable to the Contractor the amount described in sub-section 1 of this section less the aggregate of the amounts, if any, paid pursuant to sub-section 3 of this section.
- 5. Notwithstanding sub-sections 3 and 4 of this section, no payments shall be due or payable to the Contractor if he has failed to supply any Statutory Declaration pursuant to Section 11, surety bond or security deposit pursuant to Clause 2 of the Offer and Agreement.
- 6. A payment by the National Capital Commission pursuant to this section shall not be construed as evidence that the work is satisfactory or in accordance with the contract.
- 7. Delay in making a payment by the National Capital Commission under this section shall not be deemed to be breach of the contract. However, subject to sub-section 5 of this section, if payment of any Progress Claim under sub-section 3 of this section is not made within sixty (60) days of the date of receipt of the Contractor's Progress Claim, such Progress Claim shall be deemed to be overdue and the Contractor shall be entitled to interest at the rate of 5% per annum of the amount overdue for the period commencing at the end of the forty-fourth day after the said date of receipt of the Progress Claim and ending on the date paid.
- 8. The National Capital Commission may set-off against any amount payable or debt due by the National Capital Commission under this contract the amount of any debt due to the National Capital Commission under this contract or any other contract between the Contractor and the National Capital Commission.

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## GENERAL CONDITIONS

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### **25. Correction of defects**

Should the Contractor receive notice from the Architect/Engineer requiring the correction, at the Contractor's expense, of any defect or vice, regardless the cause, the Contractor will complete the necessary corrections on or before the deadline specified in said notice, in the event that the defect or vice becomes evident not later than twelve (12) months following the date of the Final Certificate of Completion.

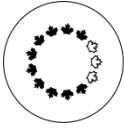
### **26. Liability Insurance**

The Contractor shall, at its own expense, purchase, provide and maintain in force for the duration of the contract comprehensive general public liability insurance, naming the National Capital Commission as additional insured, against claims for personal injury (including death) or property damage or public liability claims due to any accident or occurrence, arising out of or in connection with the execution of the contract, indemnifying and protecting the National Capital Commission to a limit of not less than five million (\$5 000 000.00) per occurrence. There shall be no right of subrogation of the Contractor or the insurer and the policy of insurance shall contain a severability of interests clause. The Contractor shall provide the National Capital Commission with a copy of the certificate of insurance no less than five (5) days after the award of the contract. The National Capital Commission reserves the right to cancel the contract if the National Capital Commission does not receive the said certificate in which event the contract shall be null and void.

### **27. Workers Compensation**

Successful construction project Contractors shall be required to provide evidence of compliance with workers' compensation legislation applicable to the place of the work including payments due thereunder, prior to award of the contract. Every successful construction project Contractor shall be required to provide evidence of such compliance at the time of submitting its first progress claim, at the time of substantial performance of the Work, and prior to issuance of the Certificate of Completion.

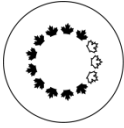




**Occupational Health and Safety Requirements**

**1. General**

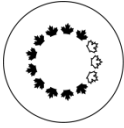
- 1.1** In this Contract “OHS” means “occupational health and safety”.
- 1.2** With respect to the work to be performed under the Contract, the Contractor covenants and agrees to perform at, and to enforce conformity with, a standard equivalent to or greater than the best practices prevailing in the construction industry at that time.
- 1.3** The Contractor acknowledges that, to the extent that the following matters may be affected by conduct of the work, it is responsible for the:
- 1.3.1 health and safety of persons on site;
  - 1.3.2 safety of property on site;
  - 1.3.3 protection of persons adjacent to the site; and,
  - 1.3.4 protection of the environment.
- 1.4** Without limiting the generality of section 1.3, the Contractor acknowledges that it is required to, and covenants and agrees to, comply and to enforce compliance with all laws or regulations that may be applicable to the conduct of the work including, without limitation:
- (a) the provisions of the *Occupational Health and Safety Act* of Ontario and all regulations, policies or directives issued thereunder for work performed in Ontario;
  - (b) *La Loi sur la santé et la sécurité du travail* of Québec and all regulations, policies or directives issued thereunder for work performed in Québec;
  - (c) Applicable provisions of the *Canada Labour Code, Part II*;
  - (d) Employment standards legislation in the province(s) in which any part of the work is performed; and
  - (e) Any policies or directives issued by the NCC in respect of the subject matter of the contract.
- The NCC will present any such policies or directives referred to in paragraph (e) to the Contractor in written form by not later than the pre-construction meeting. The Contractor is obliged to ensure that the relevant policies and directives have been communicated to and acknowledged by all its employees and that they will be complied with. The NCC reserves the right to require the Contractor to produce evidence satisfactory to the NCC acting reasonably that the Contractor has discharged the foregoing obligations.
- 1.5** By entering into the Contract with the NCC, the Contractor represents and warrants to the NCC that it has informed itself of and is knowledgeable about the obligations imposed by the legislation referred to in 1.4. above.
- 1.6** For purposes of the relevant provincial OHS legislative regime the Contractor acknowledges and agrees that it is the “Constructor” and covenants to discharge and accept all liability for the performance of the obligations of the “Constructor” in respect of the work provided for in the Contract. Notwithstanding a determination by the relevant authority having jurisdiction that the NCC is the “Constructor” in the event of a dispute between the Contractor and the NCC, the



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Contractor acknowledges and agrees that the Contractor shall be financially responsible for the implementation of protective measures necessary to fulfill the obligations of the “Constructor”.

- 1.7** As between the NCC and the Contractor, the NCC’s decision as to whether the Contractor is discharging its obligations in respect of OHS issues shall be definitive. Without limiting the generality of the foregoing, in the event of any dispute with respect to instructions given by the NCC’s designated representative, the Contractor may note such dispute, but must nevertheless forthwith comply with any such instructions.
- 1.8** The Contractor hereby indemnifies and agrees to hold harmless the NCC, its agents and employees, from and against any and all claims, demands, losses, costs (including legal fees on a full indemnity basis), damages, actions, suits or proceedings (hereinafter collectively referred to as “claims”) by third parties that arise out of or are attributable to the Contractor’s errors or omissions in the performance of the Contract. Without limiting the generality of the foregoing, this indemnification extends to any claims related to any violation of any statute or regulation relating to OHS matters.
- 1.9** The NCC shall provide the contractor:
- 1.9.1 a written description of every known and foreseeable health and safety hazard to which persons employed in the performance of the work may be exposed because of the nature of the site;
  - 1.9.2 a list of any prescribed materials, equipment, devices and clothing necessary because of the nature of the site;
  - 1.9.3 with written information indicating the prescribed circumstances and manner to use all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and,
  - 1.9.4 with a copy of any NCC policies and procedures that may be applicable in relation to the work site.
- 1.10** Without limiting the generality of 1.9, prior to the commencement of the work by the contractor, the contractor shall, at the contractor’s expense:
- 1.10.1 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are informed of any health and safety hazard described pursuant to 1.9.1;
  - 1.10.2 provide all persons employed in the performance of the work or granted access to the work or its site with prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2;
  - 1.10.3 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with the prescribed circumstances and manner all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and
  - 1.10.4 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with policies and procedures referred to in 1.9.4.



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**2. Qualifications of Personnel**

- 2.1** By entering into this agreement the contractor represents and warrants that it has the requisite experience, training, formal certification and equipment to enable it to discharge the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above.
- 2.2** The Contractor represents and warrants that supervisory personnel employed by the Contractor in respect of performance of any part of the work have the requisite experience, authority, training, formal certification and equipment to ensure that the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above are discharged and agrees to deliver such evidence as may be required by the NCC from time to time to verify same.

**3. Certification**

- 3.1** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver a Worker's Compensation Clearance Certificate. Where the duration of the project is greater than sixty days, the Contractor covenants and agrees to deliver up-dated certificates at least every 60 days. In the event of a failure by the Contractor to deliver up-dated certificates, the NCC shall be entitled to immediately terminate the contract without notice and without incurring any liability to the Contractor.
- 3.2** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver historical information on its injury experience including any pertinent Worker's Compensation Experience Reports. Such historical information shall report data for the previous three years.

**4. Plans Policies and Procedures**

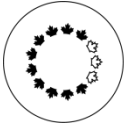
- 4.1** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver for the review and approval of the NCC:

- (a) A copy of the contractor's OHS policy;
- (b) A safety program and plan specific to the work to be performed pursuant to the Contract which plan shall include a risk assessment and analysis, a description of safe working methods, injury and incident reporting protocols, regular periodic reporting on compliance with OHS obligations including any policies, practices and procedures otherwise provided for herein, and a site-specific contingency and emergency response plan; and
- (c) Health and safety training records of personnel and alternates responsible for OHS issues on site.

The Contractor covenants and agrees to deliver the necessary material safety data sheets for the review and approval of the NCC prior to entering the site to perform work related to the relevant material.

Approval by the NCC does not amend the provisions of the Contract with respect to the allocation of liability for discharging or failing to discharge OHS obligations. Such liability remains with the Contractor notwithstanding the granting of such approval.

- 4.2** The Contractor acknowledges and agrees that prior to commencement of work it must attend a pre-construction briefing at which any special or additional practices and procedures to be followed in completing the work are to be established. Without limiting the provisions of section 1.4(e) above, the representatives of the Contractor attending the briefing will be required to deliver

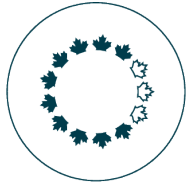


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a signed acknowledgement that the practices and procedures set out in the pre-construction briefing have been understood and will be complied with.

- 4.3 At any time and from time to time during the performance of the work, the NCC shall have the right to audit the manner in which the Contractor is discharging its OHS obligations and to determine whether the project specification and/or OHS policies, practices and procedures are being complied with. In the event that the audit discloses any failure by the Contractor to discharge such OHS obligations, the NCC shall be entitled to forthwith rectify at the Contractor's expense any such deficiency and the NCC shall have the further right to immediately terminate the contract without notice and without incurring any liability to the Contractor.
- 4.4 The Contractor covenants and agrees to conform with all requirements of the Workplace Hazardous Materials Information System.
- 4.5 The Contractor acknowledges and agrees that where required by any law or regulation applicable to the performance of the work it must establish and maintain a project health and safety committee. The contractor further acknowledges and agrees that it must enable staff to attend all relevant safety meetings, and that the cost of same, including costs attributable to standing down equipment is included in its bid price and is not independently recoverable.
- 4.6 Where required by the relevant provincial regulatory regime, the Contractor acknowledges and agrees that it is responsible for delivery of notice of the project to the relevant regulatory authority, and for the performance of any other administrative activity required to meet the obligations imposed in the pertinent provincial regulatory regime.
- 4.7 Upon completion of the work the Contractor covenants and agrees to participate with the NCC in a post performance interview to evaluate the performance of the Contractor in respect of the OHS obligations under the contract. Without limiting the generality of the foregoing, the interview will identify areas of compliance and non-compliance in terms of:
- (a) actual performance of the work;
  - (b) reporting or procedural requirements;
  - (c) resolution of deficiencies.

The contractor acknowledges and agrees that the results of the post-completion interview may be relied upon by the NCC in evaluating bids subsequently submitted by the Contractor on other NCC projects.



# NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

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## SECURITY REQUIREMENTS

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NCC Corporate Security reserves the right to not award the Contract until such time as the contractor's personnel core employees, **as well as any recurring subcontractors**, have obtained the required level of security screening as identified by NCC Corporate Security. In this case the level of security required will be **SECRET** <sup>(1)</sup>

***(1) For operation needs, with advice or assistance from NCC Corporate Security, the security level CAN be upgrade on the basis of the sensitivity of the information and assets that need to be accessed during this contract.***

NCC Corporate Security reserves the right to refuse access to personnel who fail to obtain the required level of security screening. NCC Corporate Security has the responsibility into whom, and at what security clearance level, has authorized access to ops areas. NCC Corporate Security shall instruct the Contractor to remove from the Site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of the Contracting Authority, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the Site of the Work.

### **Security screening of individual**

NCC Corporate Security is ensuring that the proponent meets the appropriate security requirements and that all functions pertaining to NCC ops are addressed by conducting security screening. If proponent is accredited through Public Services and Procurement Canada (PSPC)/Canadian Industrial Security Directorate (CISD), or any other Federal entity or Crown Corporation, NCC Corporate Security may validate the security clearance of the proponent Team. NCC Corporate Security is an approved Federal Government source that may sponsor companies into the Industrial Security Program (ISP).

### **Fingerprinting**

The screening process includes fingerprinting for identification purposes. NCC Corporate Security can process fingerprints as forms are provided. Since July 1<sup>st</sup> 2015, the RCMP (Royal Canadian Mounted Police) replaced the name-based criminal record checks for the mandatory electronic fingerprinting for criminal record checks for federal government employment security screening.

The RCMP does not retain civil fingerprint submissions. Once the submission is completed it is deleted from the RCMP system. At no time are civil fingerprints populated in a database where they could be subject to further search.

### **Company Security Officer**

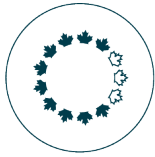
The contractor shall appoint a Company Security Officer (CSO)

Selection criteria for the CSO are the following:

- They must be employees of the contractor's firm

### **Responsibilities of the Company Security Representative**

The CSO responsibilities are the following:



## NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

- Act as liaison between the NCC's Corporate Security and the contractor to ensure coordination;
- In collaboration with the NCC Corporate Security, identify the contractor's personnel who will require access to NCC information/assets/sites **as well as any recurring subcontractors** (and their employees) who will require similar access and may not be supervised by the contractor at all times during such access. Ensure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified;
- Ensure that only persons who have been security screened to the appropriate level and who are on a "need-to-know basis" will have access to information and assets
  - The Contractor shall ensure that only authorized and security screened employees are given access to documents or records for which they have obtained the appropriate level of security clearance and that these employees treat these documents, records, and the information contained therein, on a need-to-know basis and in accordance with their security classification or designation.
- Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors
  - Utmost care must be exercised by the Contractor to ensure the safeguarding of any material prepared or received in handling for the duration of this project.
  - When the Contract, the Work, or any information referred pertaining to project, the Contractor shall, at all times, treat and safeguard the information as per their security classification or designation, in accordance with the Government Security Policy.
- If a Security incident or suspected breach of security occurs, prepare and submit to NCC Corporate Security an occurrence report as soon as possible.

### **Access to site**

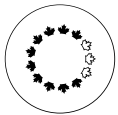
All visits to site shall be coordinated with and approved through NCC Corporate Security.

### **Confidentiality and Safeguarding**

Any employee contracted by or employed by the contractor are forbidden to discuss issues pertaining to the project, including, but not limited to, to project's layout, design, content and security provisions, except as they relate to the direct provisions of services and Work under this Contract.

The contractor shall not publish or display any documents, photographs, site plans, maps or information related to the project (or collected during the project), in any medium (including the internet) unless authorized by the NCC. The contractor shall not disclose such material or information to third parties unless authorized by the NCC.

The contractor shall return to the NCC all copies of all site photographs and construction documents, site plans and maps related to the project, including those distributed to anyone associated to this contract.



☐ New supplier / Nouveau fournisseur ☐ Update / Mise à jour

Supplier No. / N° du fournisseur

**SUPPLIER-DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM**  
**FOURNISSEUR-FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'IMPÔT**

For NCC use only / À l'usage de la CCN seulement

**PART 'A' - IDENTIFICATION / PARTIE 'A' - IDENTIFICATION**

Legal name of entity or individual / Nom légal de l'entité ou du particulier	Operating name of entity or individual (if different from Legal Name) / Nom commercial de l'entité ou du particulier (s'il diffère du nom légal)		
<b>Former Public Servant in receipt of a PSSA Pension / Ancien fonctionnaire qui reçoit une pension en vertu de la LPFP</b>			
An entity, incorporated or sole proprietorship, which was created by a Former Public Servant in receipt of a PSSA pension or a partnership made of former public servants in receipt of PSSA pension or where the affected individual has a controlling or major interest in the entity. / Une entité, constituée en société ou à propriétaire unique, créée par un ancien fonctionnaire touchant une pension en vertu de la LPFP, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPFP, où les entités dans lesquelles ils détiennent le contrôle ou un intérêt majoritaire.			<input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non
Address / Adresse			Telephone No. / N° de téléphone : ( )
Postal code / Code postal			Fax No. / N° de télécopieur : ( )

**PART 'B' - STATUS OF SUPPLIER / PARTIE 'B' - STATUT DU FOURNISSEUR**

**IMPORTANT: CHOOSE ONLY ONE OF THE FOLLOWING / CHOISIR SEULEMENT UNE DES OPTIONS SUIVANTES :**

(1) Sole proprietor / Propriétaire unique <input type="checkbox"/>	If sole proprietor, provide: / Si propriétaire unique, indiquez : Last Name / Nom de famille First name / Prénom Initial / Initiale
(2) Partnership / Société de personnes <input type="checkbox"/>	(3) Corporation / Société <input type="checkbox"/>
Business No. (BN) / N° de l'entreprise (NE) -	<b>OR / OU</b> SIN / NAS -
GST/HST / TPS et TVH	QST / TVQ (Québec)
Number / Numéro : Not registered / non inscrit <input type="checkbox"/>	Number / Numéro : Not registered / non inscrit <input type="checkbox"/>
Type of contract / Genre de contrat	Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/>
Contract for services only / Contrat de services seulement <input type="checkbox"/>	Contract for goods only / Contrat de biens seulement <input type="checkbox"/>
Type of goods and/or services offered / Genre de biens et / ou services rendus :	

**PART 'C' - FINANCIAL INSTITUTION / PARTIE 'C' - RENSEIGNEMENTS SUR L'INSTITUTION FINANCIÈRE**

**Please send a void cheque or bank letter with this form / Veuillez s.v.p. envoyer un spécimen de chèque ou lettre de banque avec ce formulaire**

Branch Number / N° de la succursale : _____	Institution No. / N° de l'institution : _____	Account No. / N° de compte : _____
Institution name / Nom de l'institution : _____		Address / Adresse : _____

**PART 'D' - DIRECT DEPOSIT PAYMENT NOTIFICATION / PARTIE 'D' - AVIS DE PAIEMENT PAR DÉPÔT DIRECT**

E-mail address / Adresse courriel : _____
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**PART 'E' - EMAIL ADDRESS TO SEND CONTRACTS / PARTIE 'E' - ADRESSE COURRIEL POUR ENVOYER LES CONTRATS**

E-mail address / Adresse courriel : _____
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**PART 'F' - CERTIFICATION / PARTIE 'F' - CERTIFICATION**

I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier.	Je déclare avoir examiné les renseignements susmentionnés et j'atteste qu'ils sont exacts et constituent une description complète, claire et véridique de l'identité de ce fournisseur.		
Where the supplier identified on this form completes Part C, he hereby requests and authorizes the National Capital Commission to directly deposit into the bank account identified in Part C, all amounts payable to the supplier.	Lorsque le fournisseur indiqué sur ce formulaire remplit la partie C, par la présente, il demande et autorise la Commission de la capitale nationale à déposer directement dans le compte bancaire indiqué à la partie C, tous les montants qui lui sont dus.		
Name of authorized person / Nom de la personne autorisée	Title / Titre	Signature	Date
Telephone number of contact person / Numéro de téléphone de la personne ressource : ( )			

**IMPORTANT**

<b>Please fill in and return to the National Capital Commission with a bank letter or one of your business cheques, unsigned, and marked « VOID » (for verification purposes).</b>	<b>Veuillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec une lettre de banque ou un spécimen de chèque de votre entreprise, non signé, et portant la mention « ANNULÉ » (à des fins de vérification).</b>
Mail or email to: contracts@ncc-ccn.ca Procurement Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax: (613) 239-5007	Poster ou transmettre par courriel à : contracts@ncc-ccn.ca Services de l'approvisionnement Commission de la capitale nationale 40, rue Elgin, pièce 202 Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007

**SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX  
INFORMATION FORM**

**FOURNISSEUR – FORMULAIRE DE PAIEMENT PAR DÉPÔT  
DIRECT ET RENSEIGNEMENTS AUX FINS DE L'IMPÔT**

**Supplier Tax Information**

Pursuant to paragraph 221(1) (d) of the *Income Tax Act*, NCC must declare form T-1204, contractual payments of government for services, all payments made to suppliers during the calendar year in accordance to related service contracts (including contracts for mixed goods and services).

The paragraph 237(1) of the *Income Tax Act* and the article 235 of the Income Tax Regulations require the supplier to provide all necessary information below to the organization who prepares the fiscal information forms.

Questions: Sylvie Monette, Accounts Payable Supervisor  
(613) 239-5678 ext. 5156 or [sylvie.monette@ncc-ccn.ca](mailto:sylvie.monette@ncc-ccn.ca)

**Direct deposit payment information**

All amounts payable by NCC to the supplier will be deposited directly into the account you identified in part C. A NCC payment advice notice will also be sent to you by e-mail detailing the particularities of the payment to the address identified in part D.

You must notify the NCC of any changes to your financial institution, branch or account number. You will then have to complete a new form.

The account you identified has to hold Canadian funds at a financial institution in Canada.

**The advantages of direct deposit payment**

Direct deposit payment is a convenient, dependable, safe and timesaving way to receive your invoice payment. Direct deposit payment is completely confidential.

There are fewer risks of direct deposit payment being lost, stolen, or damaged as may happen with cheques.

Funds made by direct deposit payment will be available in your bank account on the same day that we would have mailed your cheque.

**Renseignements sur les fournisseurs aux fins de l'impôt**

En vertu de l'alinéa 221(1) (d) de la *Loi de l'impôt sur le revenu*, la CCN est tenu de déclarer, à l'aide du formulaire T-1204, Paiements contractuels de services du gouvernement, tous paiements versés aux fournisseurs pendant une année civile en vertu de marchés de services pertinents (y compris les marchés composés à la fois de biens et de services).

Le paragraphe 237 (1) de la *Loi de l'impôt sur le revenu* et l'article 235 du Règlement de l'impôt sur le revenu obligent les fournisseurs à fournir toutes les informations demandées ci-dessous à l'organisme qui prépare les formulaires de renseignements fiscaux.

Questions : Sylvie Monette, Superviseure aux comptes payable  
(613) 239-5678 poste 5156 ou [sylvie.monette@ncc-ccn.ca](mailto:sylvie.monette@ncc-ccn.ca)

**Renseignements sur le paiement par dépôt direct**

Tous les montants versés par la CCN au fournisseur seront déposés directement dans le compte identifié à la partie C. Un avis de paiement de la CCN détaillant les particularités du paiement par dépôt direct vous sera envoyé par courriel à l'adresse courriel identifiée à la partie D.

Vous devez aviser la CCN de tout changement d'institution financière, de succursale ou de numéro de compte. Vous devrez donc remplir un nouveau formulaire.

Le compte que vous désignez doit être un compte en monnaie canadienne, détenu dans une institution financière au Canada.

**Avantages du paiement par dépôt direct**

Le paiement par dépôt direct est une méthode pratique, fiable et sécuritaire, qui permet de gagner du temps dans la réception de vos paiements de factures. Le paiement par dépôt direct est entièrement confidentiel.

Avec les paiements par dépôt direct, il y a moins de risques de perte, de vol ou de dommage, comme cela peut se produire dans le cas des chèques.

Les paiements effectués par paiement par dépôt direct sont versés dans votre compte le jour même où nous aurions posté votre chèque.