

WorkplaceNL
2024-13-T
Cleaning Services for WorkplaceNL's St. John's Building



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Cleaning Services for WorkplaceNL's St. John's Building

Issue Date: Wednesday May 15, 2024

Tender Closing Date: Thursday May 30, 2024 before 2:00pm (NL Time)

MANDATORY SITE VISIT REQUIRED on Tuesday, May 21, 2024

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SECTION 1 – SCOPE OF WORK AND SPECIFICATIONS

1.1 INTENT

The Workplace Health, Safety and Compensation Commission (WorkplaceNL) invites submission on the tender call for cleaning services for WorkplaceNL's building located at 146-148 Forest Road, St. John's, NL, for a three (3) year period commencing June 15, 2024 to June 14, 2027 with an option to extend for an additional two (2) years until June 14, 2029 on the same terms and conditions. Should WorkplaceNL identify needs or if conditions change during the initial term of the Agreement, the said needs and/or conditions may be addressed in an Extension Agreement but pricing for the Services herein will remain firm.

1.2 OVERVIEW

WorkplaceNL provides services to employers, injured workers and their dependents, and the public through the administration of the **Workplace Health, Safety and Compensation Act, 2022**. These services include promoting workplace health and safety in order to prevent and reduce workplace injury and illness. WorkplaceNL strives to ensure injured workers receive the best care possible and the benefits to which they are entitled. WorkplaceNL facilitates injured workers' recovery, and early and safe return to work. In addition, WorkplaceNL administers an employer classification and assessment system and ensures adequate funding for services through sound financial management.

WorkplaceNL is organized along two main functional areas: 1) prevention and workplace services; and 2) corporate and financial services. These functional areas support the organization's three main lines of business:

1. Education on the prevention of workplace injuries, illnesses, and occupational disease;
2. Claims management for injured workers; and
3. Employer assessments (no-fault compensation coverage).

1.3 SCOPE OF WORK

1.3.1 The successful Bidder shall provide cleaning and janitorial services that shall include as a minimum the schedules as identified in Appendix "A", Work Schedules and Appendix "D" Levels 1, 2, & 3 Section Floor Plans. WorkplaceNL may initiate minor variations in requirements or frequency of such services and shall be accommodated by the successful Bidder without additional cost upon WorkplaceNL's request.

A written outline of the work flow for staff to use as a daily schedule of work to be completed is to be provided. A sample is in Appendix "B", Weekly Cleaning Schedule Sample.

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The successful Bidder shall provide all equipment necessary for the proper cleaning to be carried out in the building. The equipment shall be of size and type suitable for the various types of work to be done and shall be proper and adequate to do the work expeditiously. See Appendix "C", Equipment and Supplies Requirement for a complete listing of required equipment.

All supplies necessary for the proper cleaning to be carried out in the building must be provided by the successful Bidder. WorkplaceNL will provide all paper towels, toilet tissue, hand soap, deodorant blocks, and sanitary napkin bins and accessories to be used in washrooms throughout the building, the successful Bidder will be responsible for replacing the above-referenced items in washrooms as necessary.

The supplies that WorkplaceNL provides are not to be used by the successful Bidder to perform cleaning services.

All waste shall be collected in plastic bags provided by the successful Bidder. Bags shall be sealed, transferred in push carts from the various locations, and deposited in the garbage container provided by WorkplaceNL. Garbage bags shall not be stacked in elevator lobbies or elevators. Garbage bags shall be heavy duty and pre-approved for use by WorkplaceNL's Building and Facilities Operations Coordinator II or Building and Facilities Operations Coordinator I.

The successful Bidder shall at all times keep the premises free from surplus materials caused by the work. The work area shall be kept in a clean and safe condition, satisfactory to WorkplaceNL or its representative.

1.3.2 Personnel and Staffing Requirements

The successful Bidder shall provide the minimum staffing requirements of three (3) cleaning staff for seven hours (total of twenty-one (21) cleaning hours) each day as specified in Section 1.3.6 Hours of Work.

1.3.2.1 In addition to the regular staffing requirements the following must be included:

- An additional one hundred and twenty (120) cleaning hours to complete the quarterly schedule.
- An additional one hundred and seventy (170) cleaning hours to complete the semi-annual cleaning schedule.
- An additional one hundred and seventy (170) cleaning hours to complete the annual schedule.

1.3.2.2 Dates for the quarterly, semi-annual, and annual cleaning schedules for each year of the agreement are to be established annually by August 31 for

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the current year of the agreement by mutual agreement between the successful Bidder and WorkplaceNL.

- 1.3.2.3** Personnel engaged in cleaning and janitorial service shall present a clean, neat and orderly appearance at all times and shall wear a security access card provided by WorkplaceNL.
- 1.3.2.4** In the discharge of their duties, Personnel shall schedule their activities so that high standards of discretion, tact and courtesy will be maintained in all phases of their duties.
- 1.3.2.5** Personnel shall at all times be carefully cautioned and supervised to prevent their disturbing any machine, equipment, display apparatus, layout, training aid, etc., as this can be dangerous as well as disruptive.
- 1.3.2.6** The successful Bidder shall pay all cleaning staff, which are working pursuant to the Agreement between the successful Bidder and WorkplaceNL, at least \$1.00 above the Newfoundland and Labrador statutory minimum hourly wage and provide satisfactory proof to establish that all employees are being paid accordingly within fourteen (14) days of award. Failure to meet this requirement will be cause for immediate termination of the Agreement. Any increases in the Newfoundland and Labrador statutory minimum hourly wage rate will be automatically incorporated into the cleaning staff wages for the duration of the Agreement immediately upon the effective date of the statutory minimum wage increase.

If the Newfoundland and Labrador statutory minimum wage rate increases during the term of the Agreement, the hourly rates in the Agreement will increase by the amount of the minimum wage increase plus the increase in any associated mandatory payroll benefits. Prior to the effective date of the wage increase, the Successful Applicant must provide WorkplaceNL with notice of the wage increase and calculations regarding the increase in any associated mandatory payroll benefits. Notice provided to WorkplaceNL after the effective date will only be applied as effective on the date that the notice is received by WorkplaceNL and new rates will only be applied on purchase orders as of the date the new rates are accepted by WorkplaceNL.

- 1.3.2.7** All personnel who perform Services must have up to date Workplace Hazardous Materials Information System (WHMIS) training. Proof of this training for all personnel shall be provided to WorkplaceNL within fourteen (14) days of award.

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1.3.2.8 The successful Bidder must provide WorkplaceNL with the screening criteria that is used to hire personnel which is satisfactory to WorkplaceNL within fourteen (14) days of award.

1.3.2.9 The successful Bidder must provide WorkplaceNL with their performance management policy which is satisfactory to WorkplaceNL within fourteen (14) days of award.

1.3.3 Security

Staff shall check in with WorkplaceNL's security when entering and exiting the building. At the beginning and the end of each shift personnel must sign the entry log located with security and the signature must be witnessed or, if/when established, utilize a time punch unit to log time in and out. Security ID Cards must be picked up from security each day and returned to security prior to leaving for the evening. Locked offices and rooms shall be re-locked following cleaning and lights turned off.

1.3.4 Safety

1.3.4.1 The successful Bidder is responsible for the safety of its employees while on the job site and must abide by WorkplaceNL's safety procedures as well as the requirements of the **Occupational Health and Safety Act**, RSNL 1990, c. O-3, and the Regulations thereto, as amended.

1.3.4.2 The successful Bidder must submit its Safety Policy Manual to WorkplaceNL within fourteen (14) days of award. The Safety Policy Manual must be acceptable to WorkplaceNL.

1.3.4.3 The successful Bidder must be **COR** certified through the Newfoundland and Labrador Construction Safety Association and must maintain their good standing throughout the duration of the agreement. A Certificate of Recognition program "letter of good standing" must accompany the Bid documents.

1.3.4.4 The successful Bidder and all persons assigned to perform services shall attend a safety meeting held by the Building and Facilities Operations Coordinator II or their designate and shall complete WorkplaceNL's contractor orientation prior to the commencement of the services.

1.3.4.5 The successful Bidder is to provide and shall ensure that its employees wear appropriate personal protective equipment for the work to be performed at all times.

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1.3.5 Cleaning up

The successful Bidder shall at all times keep the premises free from accumulations of surplus materials caused by work. At the completion of the work, the successful Bidder shall remove all materials from and about the premises and all equipment, tools and surplus materials unless specifically outlined herein. In case of dispute, WorkplaceNL, in its sole discretion, may remove surplus materials and charge the cost to the successful Bidder.

1.3.6 Hours of Work

Cleaning services are to be carried out between the hours of 10:00 a.m. to 6:00 p.m., Monday through Friday, except where otherwise specified. Sufficient cleaning personnel shall begin work at 10:00 a.m. to ensure the main lobby and entrance is swept and damp mopped (during the winter months) and all washrooms are spot cleaned early in the shift.

Normal cleaning services shall not be required on the following holidays:

- New Year's Day
- St. Patrick's Day
- Good Friday
- St. George's Day
- Victoria Day
- June Holiday
- Memorial (Canada) Day
- Orangeman's Day
- Civic Holiday (Regatta Day)
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Armistice (Remembrance) Day
- Christmas Day
- Boxing Day

1.3.7 Changes and Extra Work

WorkplaceNL may, at any time, without invalidating the agreement, make changes in the scope of work and may require the successful Bidder to perform changes and/or extra services. Changes may also include reduced servicing due to floor plan changes, periods of renovation, and/or changes made due to technology innovations as determined by WorkplaceNL. Before any changes in the scope of work is instituted, such changes and/or extra work shall be authorized by a written agreement specifying the basis of compensation to be paid to the successful Bidder. The value of any changes shall be determined in one or more of the following ways:

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- (i) by the successful Bidder's estimate in lump sum subject to acceptance by WorkplaceNL. The estimate must be submitted with a breakdown estimate for equipment, materials and labour, and signed quotations for any sub-contractors and supplies;
- (ii) by unit prices agreed upon; or
- (iii) by cost and percentages or by cost and a fixed sum as agreed between WorkplaceNL and the successful Bidder.

1.3.8 Hazardous or Controlled Products

- 1.3.8.1** The successful Bidder shall not use or deliver a hazardous or controlled product, as defined by the **Hazardous Products Act**, R.S.C. 1985, c. H-3, as amended, for the purposes of the agreement without the prior approval of WorkplaceNL. If such products are approved by WorkplaceNL, the successful Bidder shall be familiar with and fully comply with the **Hazardous Products Act**, and the **Workplace Hazardous Materials Information System (WHMIS) Regulation** 1149/96 under the **Occupational Health and Safety Act**, RSNL 1990, c. O-3, as amended.
- 1.3.8.2** The successful Bidder shall ensure that a hazardous or controlled product is not used, stored or handled in the performance of services unless all of the requirements of the aforesaid **Act** and regulations in respect of labels, identifiers, material safety data sheets and worker education are complied with.
- 1.3.8.3** The successful Bidder shall ensure that each product has a MSDS sheet located in a binder on each floor; 1st floor storage room; 2nd floor janitor's room; & 3rd floor janitor's room. It is the responsibility of the successful Bidder to ensure these binders are updated when any new product had been added or any changes to existing products.
- 1.3.8.4** The successful Bidder shall ensure that all persons who work with a hazardous or controlled product or work in proximity to a hazardous or controlled product are informed about all hazard information received from the supplier of the said product as well as any other hazard information of which the successful Bidder is aware of, or ought to be aware of, concerning the use, storage and handling of the hazardous or controlled product.
- 1.3.8.5** The successful Bidder shall ensure that, prior to delivery of the hazardous or controlled product to the job site; it is labeled with the supplier's label in accordance with requirements of the aforesaid **Act** and regulations. The successful Bidder shall provide WorkplaceNL with all such information prior to delivery of the hazardous or controlled product to the job site.

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1.3.9 Performance Bond & Failure to Complete Work

1.3.9.1 The successful Bidder shall, within fourteen (14) days from the receipt of notification of acceptance of its Tender, furnish at its expense:

- A thirty thousand (\$30,000.00) Performance Bond (see Schedule "C", Performance Bond of the Standard Form Agreement); or
- An irrevocable Letter of Credit from a chartered Canadian bank, in a form acceptable to WorkplaceNL, for an amount of not less than thirty thousand dollars (\$30,000). Such Letter of Credit shall expire forty-five (45) days following the date set herein for completion of the agreement and drafts drawn upon the Letter of Credit shall be exercised by advice to the Royal Bank of Canada, Main Branch, Water Street, St. John's, Newfoundland, Canada.

1.3.9.2 The Performance Security in the form of a letter of credit, subject to any adjustments as provided for in this document will be returned to the successful Bidder immediately following satisfactory completion of the agreement.

1.3.9.3 Where, in the opinion of WorkplaceNL, the successful Bidder has failed to perform its duties and obligations under the agreement, WorkplaceNL, shall use the Performance Security to provide for completion of the work, to the limits of the Performance Security as follows:

- Where, the Performance Security has been provided in the form of a Performance Bond, the work shall be completed in accordance with the terms and conditions stipulated in the Bond.
- Where the Performance Security has been provided in the form of a letter of credit, WorkplaceNL shall use sufficient funds obtained from the Performance Security to the limit of the Performance Security, to complete the work, including for any other costs and damages that WorkplaceNL may suffer.
- Any use of the Performance Security in the form of a letter of credit to secure completion of the work shall not invalidate any recourse WorkplaceNL may have under the agreement for damages for failure of the successful Bidder to perform under the agreement.

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| SECTION 2 – INSTRUCTIONS TO BIDDERS |
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2.1 MANDATORY SITE ASSESSMENT/EXAMINATION

Bidders must visit the project site at 10:00 am on **Tuesday, May 21, 2024** and become familiar with the surroundings and scope of work prior to submitting a Bid. Upon arrival for site assessment, please ask for the Manager, Purchasing and Facilities. A “Declaration of Confidentiality/Conflict of Interest” in the form attached hereto must be completed upon visit to the site for the assessment/examination.

2.2 QUALIFICATIONS AND EXPERIENCE

The successful Bidder must possess the necessary knowledge, skill and experience to supply the cleaning services and must meet the following mandatory criteria:

The successful Bidder must have a proven record of providing the services tendered with a minimum of five (5) years' experience.

2.3 ELECTRONIC COPY OF DOCUMENT

2.3.1 WorkplaceNL reserves the right to modify the terms of the Tender by issuance of addenda at any time prior to the Tender Closing Date. It is the responsibility of the Bidder to monitor WorkplaceNL's website (<http://www.workplacnl.ca>) or the Tender posting at www.merx.com for any addendum to the Tender issued up to and including the Tender Closing Date.

2.3.2 It is the Bidder's responsibility to ensure that they have received a complete set of documents. By submitting a Bid, the Bidder verifies that they have received a complete set of Tender documents including any and all addenda. All terms, conditions, and/or specifications stated or referenced in the Tender are assumed to be accepted by the Bidder and incorporated in the Bid.

2.3.3 Bidders who have obtained the Tender electronically must not alter any portion of the document, with the exception of applying any addendum issued by WorkplaceNL.

2.4 QUESTIONS AND CLARIFICATION

2.4.1 All questions related to this Tender must be directed in writing by email to purchasing@workplacnl.ca or through the Tender posting on www.merx.com and received by WorkplaceNL before 4:30 PM Newfoundland Time on Wednesday, May 23, 2024.

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- 2.4.2** All questions should include the Bidder's name and address, contact person's name, telephone number, and email address, and the reference to the specific section and page number of the Tender in question. All email questions must include the Tender number and title in the email subject line.
- 2.4.3** To the extent that WorkplaceNL considers that the answer to the question may assist in the preparation of a Bid, WorkplaceNL will post an addendum on its website and through the Tender posting on www.merx.com which will be part of the Tender. WorkplaceNL may not answer a question where WorkplaceNL considers the information requested is not required to prepare a Bid, or where the answer to the question posed may be found in the Tender. No responses shall be binding upon WorkplaceNL unless made in writing. Information obtained from any other source is not official and may be inaccurate and it is not binding.

2.5 CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- 2.5.1** Information pertaining to WorkplaceNL obtained by the Bidder as a result of participation in this Tender and/or negotiations with WorkplaceNL, if any, is confidential and shall not be disclosed without prior written authorization from WorkplaceNL.
- 2.5.2** The Tender and any supplementary document or portion thereof is proprietary information, and must not be used by the Bidder without the permission of WorkplaceNL, other than for the submission of Bids.
- 2.5.3** All Bids submitted become the property of WorkplaceNL. By submitting a Bid, the Bidder hereby grants WorkplaceNL a license to distribute, copy, print, or translate the Bid for the purposes of the Tender. Any attempt to limit WorkplaceNL's right in this area may result in rejection of the Bid.
- 2.5.4** The procurement process is subject to the **Access to Information and Protection of Privacy Act, 2015**, SNL 2015 c. A-1.2, as amended (**ATIPPA**). The Bidder's Bid package may be subject to disclosure under the **ATIPPA**. By submitting a Bid, the Bidder agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law. WorkplaceNL cannot guarantee the confidentiality of the content of any Bid after the Tender Closing Date. WorkplaceNL shall not be liable to any Bidder for any claim, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever incurred by the Bidder as a result of disclosure pursuant to the **ATIPPA**.
- 2.5.5** By submitting a bid, the Bidder agrees that it has identified any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the **ATIPPA**. If no specific information has been identified it is assumed that, in the opinion of the Bidder, there is no specific information that qualifies for an exemption

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under subsection 39(1) of the **ATIPPA** and information may be released without further notice.

2.5.6 The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.

2.6 NO CLAIMS BY BIDDER

2.6.1 By participating in the process outlined in this Tender document, the Bidder consents to the procedures as described in this Tender.

2.6.2 By submitting a Bid, each Bidder irrevocably waives any claim, action or proceeding against WorkplaceNL, including without limitation any judicial review or injunction application, or against any of WorkplaceNL's employees, advisors or representatives for damages, expenses or costs including costs of Bid preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of WorkplaceNL at any stage of the procurement process; if WorkplaceNL does not award or execute a contract; or, if WorkplaceNL is subsequently determined to have accepted a noncompliant bid or otherwise breached or fundamentally breached the terms of this procurement.

2.7 CONFLICT OF INTEREST

2.7.1 For the purposes of this Tender, the term "conflict of interest" includes, but is not limited to, any situation or circumstance where:

- in relation to the Tender process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having or having access to confidential information of WorkplaceNL in the preparation of its response that is not available to other Bidders;
 - (ii) having been involved in the development of the Tender, including having provided advice or assistance in the development of the Tender;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the Tender;
 - (iv) communicating with any person with a view to influencing preferred treatment in the Tender process (including but not limited to the lobbying of decision makers involved in the Tender process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive Tender process or render that process non-competitive or unfair;

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- in relation to the performance of its contractual obligations under an agreement for services, the Bidder's other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

2.7.2 The Bidder, its employees, officers, directors, associates and/or approved sub-contractors shall not and will not have any conflict of interest (actual or potential) in submitting its Bid or, if selected, in providing services under the agreement. Where applicable, the Bidder must declare in its Bid any situation that may be a conflict of interest in submitting its Bid or, if selected, with the contractual obligations under the agreement.

2.7.3 If, at the sole and absolute discretion of WorkplaceNL, the Bidder, its employees, officers, directors, associates and/or approved sub-contractors is found by WorkplaceNL to be in an actual or perceived conflict of interest either during the Tender or after award of the contract, WorkplaceNL may, in addition to any other remedies available at law or in equity, disqualify the Bid submitted by the Bidder or terminate the agreement.

2.7.4 Sub-contracting to any firm or individual whose current or past corporate or other interests may, in WorkplaceNL's opinion, give rise to an actual or perceived conflict of interest in connection with this Tender will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the Tender.

2.8 AGREEMENT

2.8.1 WorkplaceNL shall not be obligated to any Bidder until a written agreement has been duly executed related to an approved Bid. Any awards made pursuant to this Tender process are subject to execution of a written agreement which is acceptable to WorkplaceNL.

2.8.2 To be eligible to provide services to WorkplaceNL, the successful Bidder shall execute a written agreement with WorkplaceNL to perform the services which is acceptable to WorkplaceNL with terms and conditions as outlined in the Standard Form Agreement in Appendix "H" within the time frame established by WorkplaceNL. The successful Bidder shall be responsible for compliance with the terms and conditions outlined in the Standard Form Agreement in Appendix "H".

2.8.3 Claims made by the Bidder in the Bid will constitute Contractual warranties. Any provision in the Bid may, in WorkplaceNL's sole discretion, be included as a provision of the agreement between WorkplaceNL and the successful Bidder. In the case of

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conflict between the written agreement between WorkplaceNL and the successful Bidder and the Tender and Bid, the terms of the said written agreement shall prevail.

2.9 TENDER CLOSING

2.9.1 Bids must be received in their entirety before 2:00 p.m. Newfoundland Time on **Thursday May 30, 2024** ("Tender Closing Date"). Bids, or any portion thereof, received after the Tender Closing Date will not be accepted.

2.9.2 Bidders are solely responsible to ensure receipt of their Bid by WorkplaceNL in its entirety, in the manner and time prescribed. Bidders must submit their Bid via www.merx.com (see Appendix "G" – Electronic Bid Submission Instructions). Hard copy paper bids or bids submitted by facsimile or email will not be accepted.

2.10 BID INSTRUCTIONS

2.10.1 The Bidder must submit the Bid and related documentation, including Appendix "E", Check List.

2.10.2 The Bidder must submit the attached Appendix "F", Bid Form, which must be signed by the Bidder or an authorized representative of the Bidder. If the Bidder is a corporation, the Bid must be signed by the authorized signing officer of the corporation.

2.10.3 It is essential that the Bid is complete and thoroughly addresses each requirement identified in the Tender, as incomplete Bids may be declared "non-responsive". Bids that are improperly signed, conditional, illegible, obscure, or contain arithmetical errors, erasures, alterations, or irregularities of any kind may be considered invalid.

2.10.4 The Bid must include a written statement of the company history, including, but not limited to, the length of time in business, and the length of time cleaning buildings of a similar size and scope describing how the Bidder meets the mandatory criteria listed in paragraph 2.2.

2.10.5 The Bid must include a Certificate of Recognition program "letter of good standing" which confirms that the Bidder is COR certified through the Newfoundland and Labrador Construction Safety Association.

2.10.6 The Bid shall be accompanied by a list with a minimum of three (3) client references with appropriate contact information who can provide evidence of previous experience providing similar services with comparable scope and tender value. This list shall include the name of a contact person for reference purposes. References

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may be contacted as part of the review process. The list of references should exclude any potential references from WorkplaceNL.

- 2.10.7** The successful Bidder must provide bonded employees and Dishonesty coverage in the amount of \$10,000 for each employee. Proof of bonding, including Criminal Records Screening Certificates, must be provided to WorkplaceNL for any and all employees working under the agreement within 14 days from the receipt of notification of acceptance of its tender. Notice of cancellation of bonding must be immediately provided to WorkplaceNL.
- 2.10.8** The Bidder must acknowledge that they have read and understood any and all addenda in both the Appendix "E", Check List and the Appendix "F", Bid Form.
- 2.10.9** By submitting a Bid, the Bidder guarantees that, unless the Tender specifies otherwise, all components required to make the required equipment or system operable or to deliver the required services have been included in the Bid, or will be provided at no additional charge to WorkplaceNL.
- 2.10.10** While WorkplaceNL has tried to ensure the accuracy of the Tender, it is not guaranteed or warranted by WorkplaceNL to be accurate, nor is it necessarily comprehensive or exhaustive. WorkplaceNL will assume that all Bidders have resolved any questions they might have about the Tender and have informed themselves as to the existing conditions and limitations, site restrictions, etc. before submitting their Bids. Nothing in the invitation is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Tender.
- 2.10.11** Any error in the Bid is the responsibility of the Bidder.
- 2.10.12** A Bid cannot be withdrawn, altered or changed in any way after the Tender Closing Date.

2.11 BID EVALUATION

- 2.11.1** Tender evaluation and award of contract will be done in accordance with the **Public Procurement Act**, SNL 2016, c. P-41.001, as amended, and WorkplaceNL's procedures.
- 2.11.2** Tenders will be opened publicly immediately following the Tender closing in accordance with the Public Procurement Regulations, as amended. The names of all Bidders will be provided at the public opening. Applicants may email purchasing@workplacnl.ca to request a Webex meeting invite to attend the public opening. Applicants must include their name, email address, and tender number in

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the request. Meeting requests must be received by WorkplaceNL before 4:00 p.m. Newfoundland Time on Monday May 27, 2024.

- 2.11.3** The Bid shall remain open for acceptance and is irrevocable for a period of ninety (90) days after the Tender closing date.
- 2.11.4** WorkplaceNL reserves the right to non-disclosure of pricing submitted by Bidders during the public opening. All Bidders will be notified electronically of the bidder names and bid prices within two (2) business days of the public opening. This information is for reference purposes only, and a full bid evaluation will be conducted to determine the preferred supplier.
- 2.11.5** WorkplaceNL reserves the right to waive any minor irregularity or non-compliance where such irregularity or non-compliance is not of a material nature in its sole and absolute discretion. Such minor irregularity or non-compliance will be deemed substantial compliance and capable of acceptance. WorkplaceNL will be the sole judge of whether a Bid is accepted or rejected.
- 2.11.6** WorkplaceNL, in its sole discretion, reserves the right to cancel the Tender without award. WorkplaceNL reserves the right to accept or reject any or all Bids in whole or in part. WorkplaceNL is not bound to accept the lowest or any Bid.
- 2.11.7** The Bidder may be required to demonstrate financial stability, authorization to provide the good/services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify Bidder's capability to satisfy the Tender requirements. WorkplaceNL reserves the right to reject Bids from any Bidder that it feels is incapable of providing the necessary labour, materials, equipment, financing or management resources to perform the work or supply the goods in a satisfactory and timely manner.
- 2.11.8** WorkplaceNL, in its sole discretion, may assess the Bidders' experience and/or ability to provide the goods and/or services required and described in this Tender by checking the Bidders' references. A contract will not be awarded to any Bidder whose references, in the opinion of WorkplaceNL, are found to be unsatisfactory. WorkplaceNL reserves the right to obtain references from sources other than those provided in the Bid. WorkplaceNL reserves the sole discretion to determine whether the Bidder and its professional staff have the appropriate qualifications.
- 2.11.9** WorkplaceNL reserves the right to disqualify any Bidder if the Bidder has either breached an agreement and/or failed to provide satisfactory service and/or deliveries under any prior agreement with WorkplaceNL, in the sole opinion of WorkplaceNL.
- 2.11.10** WorkplaceNL reserves the right to determine equivalency, and may require demonstrator or sample items in order to be able to evaluate the items proposed. WorkplaceNL will be the sole judge of equivalence.

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- 2.11.11** Where applicable, all equipment must be certified by the appropriate regulatory agencies and/or must be approved by the appropriate Provincial agency.
- 2.11.12** Upon acceptance by WorkplaceNL, a written Bid acceptance will be forwarded to the successful Bidder prior to signing the agreement.
- 2.11.13** In the event that the selected Bid(s) is higher than the budget approved by WorkplaceNL's Board of Directors, any awards made pursuant to this Tender process are subject to approval of the Board of Directors. In addition to any other rights of cancellation contained herein, WorkplaceNL, in its sole discretion, reserves the right to cancel this Tender without award should the Board of Directors not approve the award.

| |
|---------------------------|
| SECTION 3: GENERAL |
|---------------------------|

- 3.1** Payment of invoices will be through direct deposit. The successful Bidder is required to meet WorkplaceNL's billing and accounting requirements. The successful Bidder shall invoice WorkplaceNL electronically on a monthly basis. Invoices must be legible and clearly labeled with the successful Bidder's invoice number. The Bidder must acknowledge in the Appendix "F", Bid Form that the Bidder agrees to direct deposit and electronic invoicing.
- 3.2** This Tender, all Bids, and any agreement will be construed and interpreted in accordance with the laws of the Province of Newfoundland and Labrador.
- 3.3** The Bidder shall not use WorkplaceNL's name or logo or make reference to this Tender in any advertising copy or other promotional materials or messages without WorkplaceNL's prior written consent.
- 3.4** WorkplaceNL reserves the right to tender any services by invited tender or public tender, as deemed necessary.

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Cleaning Services for WorkplaceNL's St. John's Building

APPENDIX "A"

Work Schedules

DAILY SCHEDULE

Office Areas

- Vacuuming of office and hallway carpets to be completed daily based on the following five (5) day rotation schedule as per attached floor plans in Appendix "D". A daily schedule of completed tasks will be required. Schedule to be developed at time of award. A Weekly Cleaning Schedule Sample is attached in Appendix "B". When visibly required, carpets must be vacuumed as necessary within the five-day cycle.
 - Day 1 Monday – First floor – Cafeteria, Communications, Assessments, Mailroom, IPC, Facilities Areas, Hallways
 - Day 2 Tuesday – Second floor – Prevention, Medical Aid, Print Room
 - Day 3 Wednesday – Second floor – Executive, Legal, Compensation Services
 - Day 4 Thursday – Third floor – Medical, Finance, Human Resources
 - Day 5 Friday – Third floor – Corporate Governance, Information Technology and Security Services, Internal Review
- All must be included in a one (1) week schedule – in the case of a statutory holiday the vacuuming is to be completed within the four (4) day week.
- All desks and telephones shall be dusted without disturbing paper work or materials which may be left on the desk tops.
- Waste receptacles shall be emptied and garbage bags replaced, as necessary, but weekly at a minimum.
- Surface cleaning of desks as identified or requested.

Washrooms

- Toilet bowls, sinks and urinals shall be cleaned and sanitized using a germicidal cleaner.
- Mirrors, shelves, dispensers, toilet stalls, and chrome fixtures shall be cleaned and polished.
- Waste receptacles shall be emptied and garbage bags replaced.
- Sanitary napkin receptacles shall be emptied and plastic liners replaced.

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- Floors shall be scrubbed.
- Washroom supplies replenished as required.

Elevator Lobbies/Corridors/Hallways/Front Entrance

- Carpeted floors shall be vacuumed and vinyl and tile floors shall be swept and damp mopped.

Coffee Stations and Kitchenettes

- Counter tops and sinks shall be cleaned.
- Garbage bags in trash containers shall be replaced.
- Vinyl floors shall be swept and damp mopped.

Stairs and Landings

- All stairs and landings shall be swept and damp mopped or vacuumed.
- Slush mats shall be cleaned or vacuumed.
- All stairs rails must be cleaned using the appropriate disinfectant.

Elevator

- Doors and walls shall be cleaned.
- Floors shall be scrubbed.
- Mats are to be cleaned.
- Metal surfaces shall be polished.

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Main Lobby and Entrances

- All entry glass shall be cleaned (both sides).
- Mats and floor grills shall be cleaned.
- Floors shall be swept and damp mopped and buffed.
- Exterior of reception desk shall be dusted and glass cleaned.

Mailroom

- Waste receptacles shall be emptied and garbage bags replaced as appropriate, but weekly at a minimum.
- Mailroom counters and equipment shall be dusted and cleaned.

Cafeteria

- Floors shall be vacuumed.
- Waste receptacles shall be emptied and garbage bags replaced.
- Counters, tables and chairs shall be cleaned.

Meeting Rooms

- Waste receptacles shall be emptied and garbage bags replaced.
- Counters, tables and chairs shall be cleaned.
- Coffee cups shall be moved to the nearest kitchenette, rinsed and left in the sink. All perishable food left in meeting rooms shall be thrown out.

Shower

- Clean shower daily.

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WEEKLY SCHEDULE

- All washroom walls shall be cleaned.
- All toilet partitions shall be cleaned.
- Glass doors and office side lights shall be cleaned.
- All heaters, filing cabinets, window sills, system panel tops and all other horizontal surfaces shall be dusted.
- Floors in the Boiler Room, Maintenance Shop and Main Storage Vault shall be swept.
- Floors in the Secondary Storage Vault shall be vacuumed. All file cabinets shall be dusted.
- Microwave ovens shall be cleaned. Refrigerator cleaning will be required on an as needed basis.
- All tile edges in washrooms must be cleaned with a damp cloth.

QUARTERLY SCHEDULE

The following items shall be scheduled quarterly by the successful Bidder in consultation with the Building and Facilities Operations Coordinator II:

- Dusting and spot cleaning of office walls, air diffusers and fire hose cabinets.
- Cleaning/washing of waste receptacles.
- Cleaning of janitorial closets.
- All fabric covered chairs and furniture shall be vacuum cleaned.

SEMI-ANNUAL SCHEDULE

The following items shall be scheduled semi-annually by the successful Bidder in consultation with the Building and Facilities Operations Coordinator II:

- Clean cafeteria chairs and tables.
- Steam clean all carpets in May. One additional steam cleaning of all carpets will be required per year. The time of this cleaning is to be determined between WorkplaceNL and successful Bidder.

**WorkplaceNL
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ANNUAL SCHEDULE

The following items shall be scheduled annually by the successful Bidder in consultation with the Building and Facilities Operations Coordinator II:

- Clean all blinds hung at exterior windows in July
- Vacuum all cubicle partitions. There are approximately three hundred and twenty (320) cubicles which are six (6) feet by seven (7) feet. Vacuuming schedule to be determined between WorkplaceNL and successful Bidder.

ADDITIONAL INFORMATION

There are two (2) janitorial closets in the building located on the second and third floors. Additional storage space for supplies will be provided by WorkplaceNL in a secure area.

Building security is maintained by "security access card system". Cleaning staff will be provided with a photo security access card to access most areas of the building.

As a guide for the successful Bidder, the floor area finishes of WorkplaceNL's Forest Road building consists of the following approximate area:

| <u>Finish</u> | <u>Sq. ft.</u> |
|----------------------|-----------------------|
| Carpet | 41,200 |
| Quarry Tile | 8,000 |
| Concrete Floor | 13,000 |

WorkplaceNL
2024-13-T
Cleaning Services for WorkplaceNL's St. John's Building

APPENDIX "C"

Equipment and Supplies Requirements

Equipment

Provide Three (3) push carts with shelf and garbage bag attachment – Rubbermaid Janitor's Cart model # 6150 or approved equivalent.

Vacuum cleaners must be new, not more than six (6) months old at the beginning of the agreement and shall remain in the building whenever cleaning staff are in the building.

Commercial upright vacuums shall be used for vacuuming all carpet at WorkplaceNL's Forest Road Building. These vacuums lift and open the pile with the brush action in addition to loosening embedded dirt and grit. Vacuums shall be Johnson Vectron dual action cyclonic or approved equivalent. To qualify as an equivalent the following specifications shall be met:

Vacuum motor shall be a minimum of 10 amps 1200 Watts. Airflow shall be 41 cubic feet per minute. Filtration system shall trap particles down to .5 microns. Detailer – hose and wand shall be built into the handle and shall have a 3.9 m (10 ft.) reach. Brush and roller bar shall have ball bearing rollers, three replaceable brush strips and a standard replaceable belt.

Cleaning Products

All supplies related to the cleaning Contract must be **"scent free"** and shall be in the storage areas provided by WorkplaceNL.

Cloths, mops or brushes containing any material which might cause spontaneous combustion must be scent free and shall be disposed of or stored in tight metal containers. Surplus cleaning fluids shall be disposed of at the end of each work period.

The guidelines listed below shall be followed when cleaning the building:

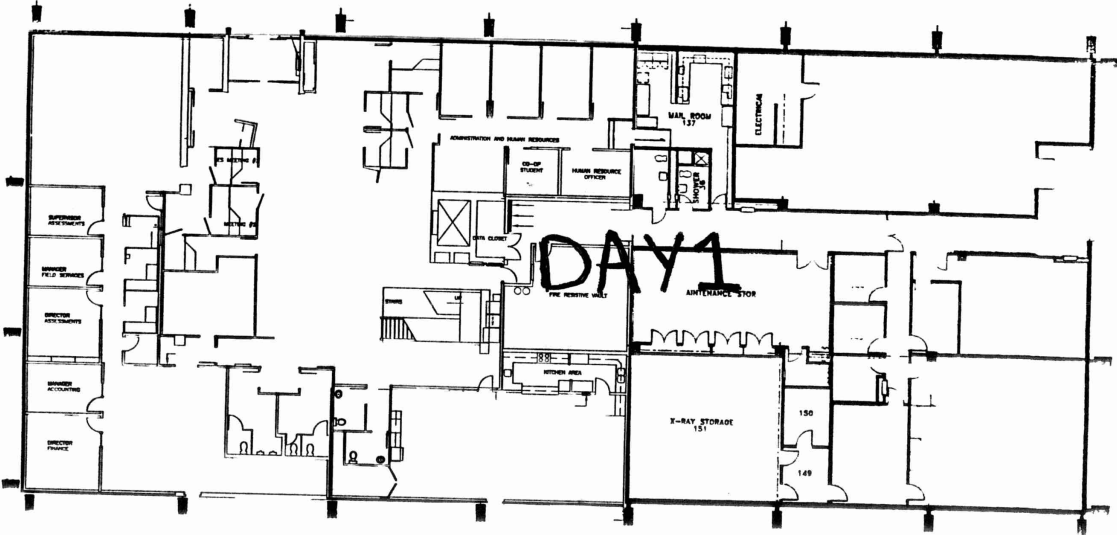
Type of cleaner to be used on all sinks, counter tops, windows, furniture, stainless steel railings, toilets, urinals and washroom floors shall be approved by the Building and Facilities Operations Coordinator II prior to usage.

WorkplaceNL
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Cleaning Services for WorkplaceNL's St. John's Building

APPENDIX "D"

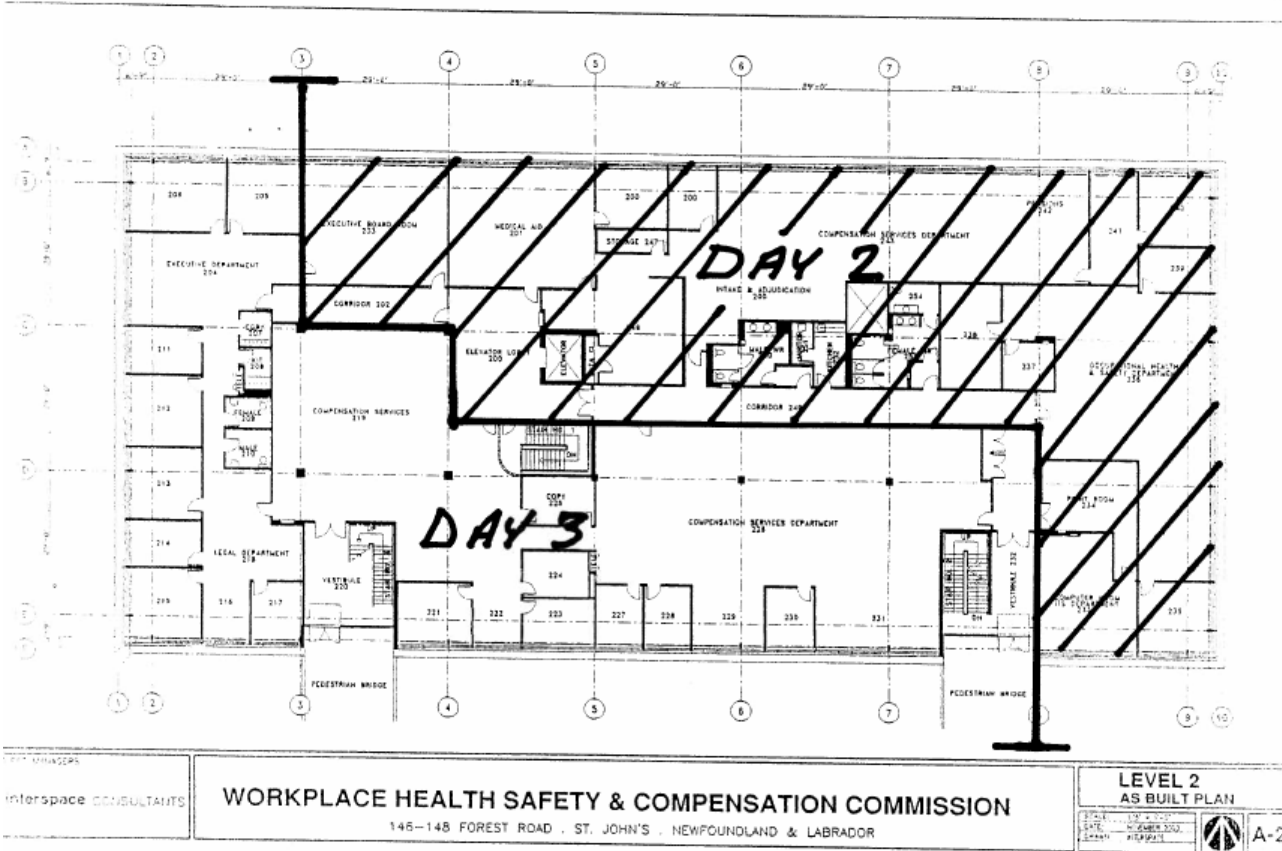
Levels 1, 2, & 3 Section Floor Plans

LEVEL 1 – FIRST FLOOR



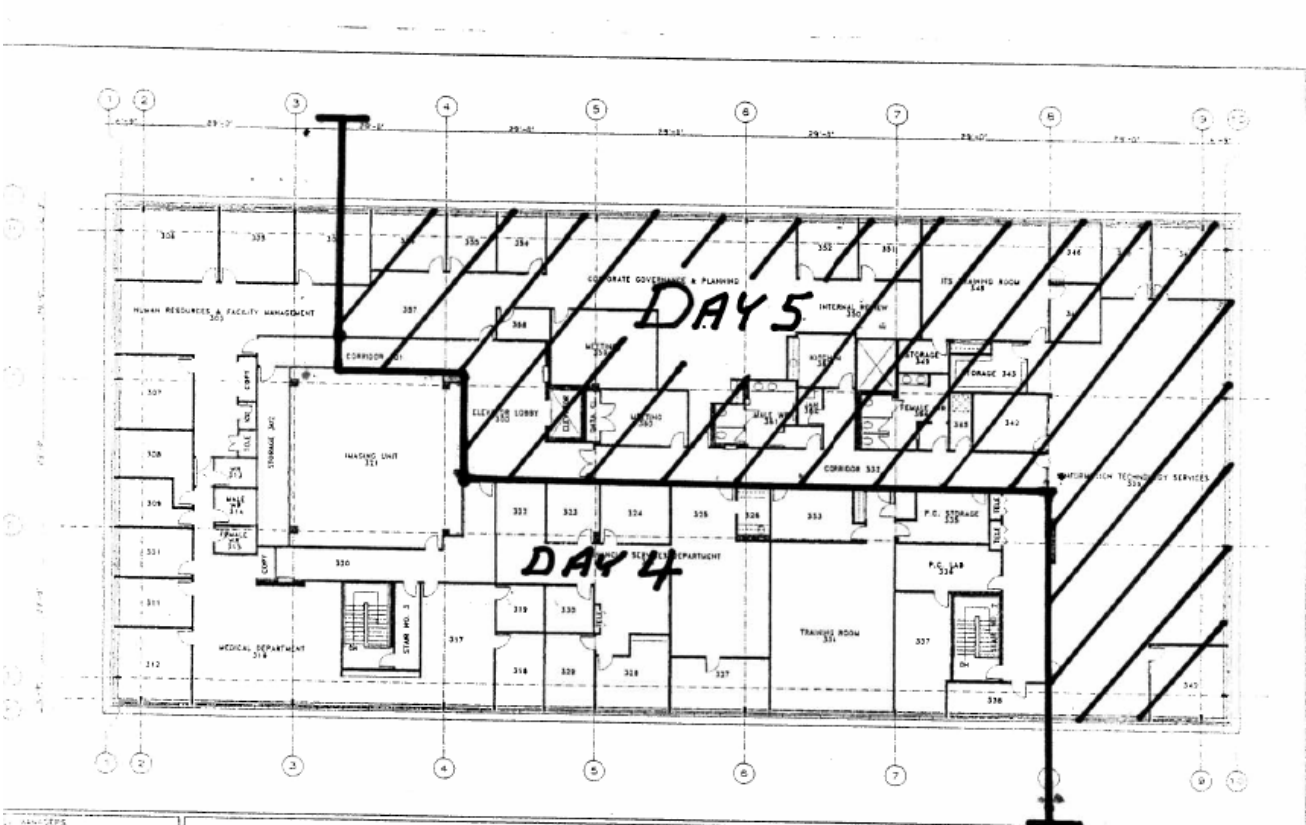
WorkplaceNL
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Cleaning Services for WorkplaceNL's St. John's Building

LEVEL 2 – SECOND FLOOR



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2024-13-T
Cleaning Services for WorkplaceNL's St. John's Building**

LEVEL 3 – THIRD FLOOR



MANAGERS
erspace CONSULTANTS

WORKPLACE HEALTH SAFETY & COMPENSATION COMMISSION
146-148 FOREST ROAD . ST. JOHN'S . NEWFOUNDLAND & LABRADOR

**LEVEL 3
AS BUILT PLAN**

| | |
|----------|---------------|
| SCALE | 1/8" = 1'-0" |
| DATE | NOVEMBER 2023 |
| DRAWN BY | INSPIRE |

A-3

**WorkplaceNL
2024-13-T
Cleaning Services for WorkplaceNL's St. John's Building**

APPENDIX "E"

Check List

Check Box to be completed and included with submission

| | | |
|--|------------------------------|-----------------------------|
| Mandatory Site visit completed (2.1) | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Tender documents are completely read and understood | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| All addenda (if applicable) are completely read and understood | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Bid form completed as required (Appendix "F") | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Checklist completed and included (Appendix "E") | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Written Statement of Company History included (2.10.4) | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| COR "letter of good standing" included (2.10.5) | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| List of references included (2.10.6) | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

The Successful Bidder must provide the following within fourteen (14) days of award:

- A list of employees, officers, directors, associates and approved sub-contractor assigned to perform the services, including their job titles and qualifications as per Article 3 of WorkplaceNL Standard Terms and Conditions;
- Certificates of insurance as per Article 14 of WorkplaceNL Standard Terms and Conditions;
- Performance Bond as per Article 4.0 of the agreement;
- Criminal Records Screening Certificate which is acceptable to WorkplaceNL as per Article 4.0 of the agreement;
- Declarations of Confidentiality/Conflict of Interest signed by the Contractor or an officer or director of the Contractor as per Article 9 of WorkplaceNL Standard Terms and Conditions;
- Signed agreement in the form provided by WorkplaceNL;
- Weekly Cleaning Schedule (1.3.1)
- Proof that the cleaning staff will be paid at least \$1.00 above the Newfoundland and Labrador statutory minimum hourly wage as per section 1.3.2.6;
- Proof of Workplace Hazardous Materials Information System (WHIMIS) training for all personnel as per section 1.3.2.7;
- Screening criteria used to hire personnel as per section 1.3.2.8;
- Performance management policy as per section 1.3.2.9;
- Safety Policy Manual as per section 1.3.4.2; and
- Proof of Bonded Employee and Dishonesty Coverage as per section 2.10.7.

**WorkplaceNL
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Cleaning Services for WorkplaceNL's St. John's Building**

APPENDIX "F"

Bid Form

Name of Bidder: _____

Address: _____

Telephone No.: _____ **Fax No.:** _____

E-mail address: _____

Dated at: _____ **this** _____ **day of** _____ **2024**

Authorized Signature

Witness Signature

Authorized Name (Printed)

Witness Name (Printed)

HST No.: _____

Total Dollars Per Year 1 of Contract (\$) _____) in Canadian Funds, **EXCLUDING** HST.

Total Dollars Per Year 2 of Contract (\$) _____) in Canadian Funds, **EXCLUDING** HST.

Total Dollars Per Year 3 of Contract (\$) _____) in Canadian Funds, **EXCLUDING** HST.

Total Dollars Per Year 1 of Extension (\$) _____) in Canadian Funds, **EXCLUDING** HST.

Total Dollars Per Year 2 of Extension (\$) _____) in Canadian Funds, **EXCLUDING** HST.

Hourly Rate for Additional Services, if required (\$) _____) in Canadian Funds, **EXCLUDING** HST.

**WorkplaceNL
2024-13-T
Cleaning Services for WorkplaceNL's St. John's Building**

Direct Deposit **Agree**_____

Electronic Invoicing **Agree**_____

Price Protection Period for 90 days **Agree**_____

I hereby acknowledge that I have read and understand any and all addenda **Agree**_____

WorkplaceNL
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APPENDIX "G"

Electronic Bid Submission Instructions

1. In order to be accepted, Bids must be submitted through WorkplaceNL's posting for this opportunity on www.merx.com.
2. Bidders shall create a supplier account and be registered on www.merx.com. This will enable the Bidder to download the bid opportunity, receive addenda/addendum email notifications, download addenda/addendum, and submit their Bid electronically through the MERX website.
3. The timing of the Bid is based on when the Bid is received by the bidding system, not when the Bid is submitted by the Bidder, as transmission can be delayed by "Internet Traffic" for any number of reasons. WorkplaceNL recommends that Bidder allow for ample time to provide for uploaded Bids to be received prior to the Tender Closing Date. Bids received after the Tender Closing Date will not be accepted.
4. It is the responsibility of the Bidder to ensure that the Bid is received on time. Once registered, MERX will send a confirmation email to the Bidder if the Bid was submitted successfully. If a confirmation has not been received by the Bidder, the Bid was not uploaded correctly and it is the responsibility of the Bidder to either reload the documents or to contact MERX to resolve any issues regarding their Bid.
5. Response materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size. Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.
6. To ensure receipt of the latest information and updates regarding this opportunity via email, the onus is on the Bidder to register with MERX, create a supplier account, and sign up for notices for this opportunity.
7. Clarifications and questions received for this opportunity electronically can be submitted via the opportunity listing on www.merx.com. Questions can be submitted, and confirmation will be received to the inquiry. Responses will be answered on an individual basis or collectively at the discretion of WorkplaceNL.

**WorkplaceNL
2024-13-T
Cleaning Services for WorkplaceNL's St. John's Building**

APPENDIX "H"

Standard Form Agreement

THIS AGREEMENT made in the Province of Newfoundland and Labrador, this day of _____, 2024.

BETWEEN: **WORKPLACE HEALTH, SAFETY AND COMPENSATION COMMISSION**, a statutory corporation established under the **Workplace Health, Safety and Compensation Act, 2022**, SNL 2022, c. W-11.1, as amended (the “**Act**”)

(hereinafter called “**WorkplaceNL**”)

OF THE FIRST PART

AND: **<ENTER CONTRACTOR’S NAME>**

(hereinafter called the “**Contractor**”)

OF THE SECOND PART

(hereinafter jointly referred to as the “**Parties**”)

WHEREAS WorkplaceNL wishes to retain the Contractor for the purpose of providing certain cleaning services and the Contractor agrees to provide those services upon the terms and conditions provided herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, the Parties hereto covenant and agree with each other as follows:

1.0 Services

1.1 WorkplaceNL shall engage the Contractor to provide and the Contractor shall provide to WorkplaceNL the certain services listed in Schedule “A” (the “**Services**”) (which is attached hereto and forms part and parcel of the within

Agreement). The Parties shall observe their respective obligations as specified in the within Agreement.

- 1.2 The WorkplaceNL Standard Terms and Conditions with the Declaration of Confidentiality/Conflict of Interest and the WorkplaceNL Confidentiality Schedule are attached hereto and form part and parcel of the within Agreement.
- 1.3 The particular Services to be performed by the Contractor must be approved by WorkplaceNL but the detailed manner and method of performing the particular Services shall be under the control of the Contractor. The Contractor generally reserves full control of its/his/her activities as to the manner and selection of methods with respect to performing the particular Services, except that where WorkplaceNL has standard approaches, tools or methodologies that it uses in the provision of services to its clients or in daily operational protocols, the Contractor shall use those approaches, tools or methodologies. WorkplaceNL may, where necessary, specify the results to be accomplished by the Contractor.

2.0 Payment and Reports

- 2.1 The Contractor shall invoice WorkplaceNL on a monthly basis in accordance with Schedule "B" which is attached hereto and forms part and parcel of the within Agreement.
- 2.2 As requested by WorkplaceNL, the Contractor shall furnish written reports providing details of Services provided under the Agreement and its progress in a format as specified by WorkplaceNL.

3.0 Term

3.1 This Agreement is for a three (3) year period commencing on <insert date> and ending on <insert date> unless terminated prior to this date in accordance with Article 23 of the WorkplaceNL Standard Terms and Conditions.

3.2 WorkplaceNL at its sole discretion, has the right to renew the Agreement for a further two (2) year term on the same terms and conditions. Should WorkplaceNL identify needs or if conditions change during the initial term of this Agreement, the said needs and/or conditions may be addressed in an Extension Agreement but pricing for the Services herein will remain firm.

4.0 Bonding and Criminal Records Screening

4.1 The Contractor hereby warrants that it shall provide only Bonded employees and shall have Dishonesty coverage in the amount of \$10,000 for each employee. The Contractor shall provide satisfactory written confirmation of such bonding throughout the term of this Agreement upon request by WorkplaceNL.

4.2 The Contractor shall, throughout the term of this Agreement, furnish at its expense one of the following:

- (a) A Thirty Thousand Dollar (\$30,000.00) Performance Bond (see Schedule "C" for an acceptable form); or
- (b) An irrevocable Letter of Credit from a chartered Canadian bank, in a form acceptable to WorkplaceNL, for an amount of not less than Thirty Thousand Dollars (\$30,000.00). Such Letter of Credit shall expire forty-five (45) days following the date set herein for completion of the Agreement and any extensions thereof and drafts drawn upon the Letter of Credit shall be exercised by advice to the Royal Bank of Canada, Main Branch, Water Street, St. John's, Newfoundland, Canada.

- 4.3 Where, in the opinion of WorkplaceNL, the Contractor has failed to perform its duties and obligations under the Contract, WorkplaceNL may, in its sole discretion, use the Performance Security to provide for completion of the Services, to the limits of the Performance Security as follows:
- (a) Where the Performance Security has been provided in the form of a Performance Bond, the Services shall be completed in accordance with the terms and conditions stipulated in the Bond.
 - (b) Where the Performance Security has been provided in the form of a Letter of Credit, WorkplaceNL shall use sufficient funds obtained from the Performance Security to the limit of the Performance Security, to complete the Services, including for any other costs and damages as WorkplaceNL may suffer.

Any use of the Performance Security in the form of a Letter of Credit to secure completion of the Services shall not invalidate any recourse WorkplaceNL may have under the Agreement or otherwise for damages for failure of the Contractor to perform under the Agreement and shall be in addition to and not in lieu of any other right or remedy available, at law or in equity.

- 4.4 Prior to commencing performance of this Agreement and annually thereafter, the Contractor shall supply a Criminal Records Screening Certificate, which is acceptable to WorkplaceNL, in relation to all of the Contractor's employees, officers, directors, associates, and/or approved sub-contractors who will perform Services under the within Agreement from the Royal Newfoundland Constabulary and any other police force having jurisdiction over the area(s) in which the said employees, officers, directors, associates, and/or approved sub-contractors have resided in the past 5 years.

5.0 General

- 5.1 All schedules and appendices attached hereto form part of this Agreement.

- 5.2 Any unresolved disputes to this Agreement shall be referred to the arbitration of a single arbitrator, if the Parties agree upon one. If the Parties fail to reach agreement on a single arbitrator the dispute shall be submitted to the arbitration of three arbitrators, one to be nominated by each party and the third to be appointed by the two arbitrators nominated. The decision of any two of the arbitrators shall be binding. The cost of arbitration shall be borne equally by the Parties. The **Arbitration Act**, RSNL 1990, c. A-14, as amended, shall be applicable to any arbitrations in relation to the within Agreement.
- 5.3 The Parties will from time to time execute and deliver all such further documents and do all acts and things as the party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.
- 5.4 The following clauses and articles shall survive the termination of this Agreement, however caused:
- 2.0 Payment and Reports
 - 5.0 General
- 5.5 WorkplaceNL hereby designates the Director of Finance or another who the Director may appoint from time to time, to administer this Agreement.
- 5.6 For the purposes of day to day contact throughout the term of this Agreement, the Contractor shall deal through the Building and Facilities Operations Coordinator II, or another who the Director may appoint from time to time.
- 5.7 The signatories of this Agreement hereby personally warrant that they have the full power and authority to enter into this Agreement on behalf of their respective principals and that the person signing this Agreement on behalf

of each has been properly authorized and empowered. Each party further acknowledges that it has read this Agreement, understands, and is bound by it.

- 5.8 This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.
- 5.9 Any notice required to be given by either party under this Agreement, unless otherwise specified herein, shall be effectively given and deemed to have been received as follows:
- (a) if delivered personally, on the day of delivery;
 - (b) if sent by ordinary, certified or registered mail, on the seventh day after mailing; and
 - (c) if faxed to the other party on the next business day.

In the event of an actual or threatened postal strike or interruption, service shall be by personal delivery or fax only. The names and addresses of the authorized representatives of the Parties are as follows:

to WorkplaceNL: Director of Finance
WorkplaceNL
146-148 Forest Road
P.O. Box 9000
St. John's, NL A1A 3B8

t 709.778.1106
f 709.778.1596

to the Contractor:

< >
< >
t 709< >
f 709< >

WorkplaceNL and the Contractor have caused this Agreement to be executed by their respective officers duly authorized in that behalf on the dates hereinafter set forth.

**WORKPLACE HEALTH, SAFETY
AND COMPENSATION COMMISSION**

Date of Signature

XXX

Date of Signature

Print Name: _____

SCHEDULE “A”

Scope of Work

- A.01 The Contractor warrants that it possesses a minimum of five (5) years' experience providing cleaning services of a similar scope and complexity.

GENERAL

- A.02 The Contractor shall provide cleaning and janitorial services, which shall include as a minimum the schedules outlined herein. WorkplaceNL may initiate minor variations in requirements or frequency of such services and shall be accommodated by the Contractor without additional cost upon WorkplaceNL's request.
- A.03 The Contractor shall provide a written outline, which is acceptable to WorkplaceNL, of the work flow for staff to use as a daily schedule of work to be completed.
- A.04 A daily schedule of completed tasks is required daily. The schedule shall be developed at the time of the award.
- A.05 There are two janitorial closets in the building located on the second and third floors. Additional storage space for supplies will be provided by WorkplaceNL in a secure area.
- A.06 Building security is maintained by a “security access card system”. Cleaning staff will be provided with a photo security access card to access most areas of the building.
- A.07 As a guide for the Contractor, the floor area finishes of WorkplaceNL's Forest Road building consists of the following approximate area:

| <u>Finish</u> | <u>Sq. ft.</u> |
|----------------------|-----------------------|
| Carpet | 41,200 |
| Quarry Tile | 8,000 |
| Concrete Floor | 13,000 |

- A.08 The Contractor shall at all times keep the premises free from accumulation of surplus materials caused by the performance of Services. The work area shall be kept in a clean and safe condition, satisfactory to WorkplaceNL or its representative. At the completion of the work, the Contractor shall

remove all materials from and about the premises and all equipment, tools and surplus materials unless specifically outlined herein. In case of dispute, WorkplaceNL, in its sole discretion, may remove surplus materials and charge the cost to the Contractor.

DAILY SCHEDULE

A.09 Office Areas

- i. Vacuuming of office and hallway carpets shall be completed daily based on the following 5 day rotation schedule as per the floor plans attached hereto. Additionally, when visibly required, carpets must be vacuumed, as necessary, within the five day cycle.
 - a. Day 1 Monday – First floor – Cafeteria, Communications, Assessments, Mailroom, IPC, facilities areas, and hallways
 - b. Day 2 Tuesday – Second floor – Prevention, Medical Aid, Print Room
 - c. Day 3 Wednesday – Second floor – Executive, Legal and Compensation Services
 - d. Day 4 Thursday – Third floor – Medical, Finance, Human Resources
 - e. Day 5 Friday – Third floor – Corporate Governance, Information Technology Services, Internal Review

All areas must be included in a one week schedule – in the case of a statutory holiday the vacuuming is to be completed within the four day week.

- i. All desks and telephones shall be dusted without disturbing paperwork or materials which may be left on the desk tops.
- ii. Waste receptacles shall be emptied and garbage bags replaced, as necessary, but weekly at a minimum.
- iii. Surface cleaning of desks as identified or requested.

A.10 Washrooms

- i. Toilet bowls, sinks and urinals shall be cleaned and sanitized using a germicidal cleaner.
- ii. Mirrors, shelves, dispensers, toilet stalls and chrome fixtures shall be cleaned and polished.
- iii. Waste receptacles shall be emptied and garbage bags replaced.
- iv. Sanitary napkin receptacles shall be emptied and plastic liners replaced.
- v. Floors shall be scrubbed.
- vi. Washroom supplies replenished as required.

A.11 Elevator Lobbies/ Corridors/ Hallways/ Front entrance

- i. Carpeted floors shall be vacuumed and vinyl and tile floors shall be swept and damp mopped.

A.12 Coffee Stations and Kitchenettes

- i. Counter tops and sinks shall be cleaned.
- ii. Garbage bags in trash containers shall be replaced.
- iii. Vinyl floors shall be swept and damp mopped.

A.13 Stairs and Landings

- i. All stairs and landings shall be swept and damp mopped or vacuumed.
- ii. Slush mats shall be cleaned or vacuumed.
- iii. All stairs rails must be cleaned using the appropriate disinfectant.

A.14 Elevator

- i. Doors and walls shall be cleaned.
- ii. Floors shall be scrubbed.
- iii. Mats are to be cleaned.
- iv. Metal surfaces shall be polished.

A.15 Main Lobby and Entrances

- i. All entry glass shall be cleaned (both sides).
- ii. Mats and floor grills shall be cleaned.
- iii. Floors shall be swept and damp mopped and buffed.
- iv. Exterior of reception desk shall be dusted and glass cleaned.

A.16 Mailroom

- i. Waste receptacles shall be emptied and garbage bags replaced as appropriate, but weekly at a minimum.
- ii. Mailroom counters and equipment shall be dusted and cleaned.

A.17 Cafeteria

- i. Floors shall be vacuumed.
- ii. Waste receptacles shall be emptied and garbage bags replaced.
- iii. Counters, tables and chairs shall be cleaned.

A.18 Meeting Rooms

- i. Waste receptacles shall be emptied and garbage bags replaced.
- ii. Counters, tables and chairs shall be cleaned.
- iii. Coffee cups shall be moved to the nearest kitchenette, rinsed and left in the sink. All perishable food left in meeting rooms shall be thrown out.

A.19 Shower

- i. Clean shower daily.

WEEKLY SCHEDULE

- A.20 All washroom walls shall be cleaned.
- A.21 All toilet partitions shall be cleaned.
- A.22 Glass doors and office side lights shall be cleaned.
- A.23 All heaters, filing cabinets, window sills, system panel tops and all other horizontal surfaces shall be dusted.
- A.24 Floors in the Boiler Room, Maintenance Shop and Main Storage Vault shall be swept.
- A.25 Floors in the Secondary Storage Vault shall be vacuumed. All file cabinets shall be dusted.
- A.26 Microwave ovens shall be cleaned. Refrigerator cleaning will be required on an as needed basis.
- A.27 All tile edges in washrooms must be cleaned with a damp cloth.

QUARTERLY SCHEDULE

- A.28 The following items shall be scheduled quarterly by the Contractor in consultation with the Building and Facilities Operations Coordinator II:
 - i. Dusting and spot cleaning of office walls, air diffusers and fire hose cabinets.
 - ii. Cleaning/washing of waste receptacles.
 - iii. Cleaning of janitorial closets.

- iv. All fabric covered chairs and furniture shall be vacuum cleaned.

SEMI-ANNUAL SCHEDULE

- A.29 The following items shall be scheduled semi-annually by the Contractor in consultation with the Building and Facilities Operations Coordinator II:
- i. Clean cafeteria chairs and tables
 - ii. Steam clean all carpets in May. One additional steam cleaning of all carpets will be required per year. The time of cleaning is to be determined by WorkplaceNL and the Contractor.

ANNUAL SCHEDULE

- A.30 The following items shall be scheduled annually by the Contractor in consultation with the Building and Facilities Operations Coordinator II:
- i. Clean all blinds hung at exterior windows in July.
 - ii. Vacuum cubicle partitions. There are approximately three hundred and twenty (320) cubicles which are six (6) feet by seven (7) feet. The vacuuming schedule is to be determined by WorkplaceNL and the Contractor.

EQUIPMENT

- A.31 The Contractor shall provide all equipment necessary for the proper cleaning to be carried out in the building. The equipment shall be of size and type suitable for the various types of work to be done and shall be proper and adequate to do the work expeditiously.
- A.32 The Contractor shall provide 3 push carts with shelf and garbage bag attachment – Rubbermaid Janitor's Cart model # 6150 or approved equivalent.
- A.33 Vacuum cleaners must be new, not more than 6 months old at the beginning of the agreement and shall remain in the building whenever the Contractor's staff are in the building.
- A.34 Commercial upright vacuums shall be used for vacuuming all carpet at WorkplaceNL's Forest Road Building. These vacuums lift and open the pile with the brush action in addition to loosening embedded dirt and grit. Vacuums shall be Johnson Vectron dual action cyclonic or approved

equivalent. To qualify as an equivalent the following specifications shall be met:

- i. Vacuum motor shall be a minimum of 10 amps 1200 Watts,
- ii. Airflow shall be 41 cubic feet per minute,
- iii. Filtration system shall trap particles down to .5 microns,
- iv. Detailer – hose and wand shall be built into the handle and shall, have a 3.9 m (10 ft) reach, and
- v. Brush and roller bar shall have ball bearing rollers, three replaceable brush strips and a standard replaceable belt.

SUPPLIES

- A.35 The Contractor shall provide all supplies necessary for the proper cleaning to be carried out in the building. WorkplaceNL will provide all paper towels, toilet tissue, hand soap, deodorant blocks and sanitary bins and accessories to be used in washrooms throughout the building. The Contractor is responsible for replacing the above-referenced items in washrooms as necessary. The supplies that WorkplaceNL provides are not to be used by the Contractor to perform cleaning services.
- A.36 All supplies related to the cleaning contract must be scent free and shall be stored in the storage areas provided by WorkplaceNL.
- A.37 Cloths, mops or brushes containing any material which might cause spontaneous combustion must be scent free and shall be disposed of or stored in tight metal containers. Surplus cleaning fluids shall be disposed of at the end of each work period.
- A.38 The type of cleaner to be used on all sinks, counter tops, windows, furniture, stainless steel railings, toilets, urinals and washroom floors shall be approved by the Building and Facilities Operations Coordinator II prior to use.

GARBAGE REMOVAL

- A.39 All waste shall be collected in plastic bags provided by the Contractor. Bags shall be sealed, transferred in push carts from the various locations, and deposited in the garbage container provided by WorkplaceNL. Garbage bags shall not be stacked in elevator lobbies or elevators. Garbage bags shall be heavy duty and pre-approved for use by WorkplaceNL's Building and Facilities Operations Coordinator II or Building and Facilities Operations Coordinator I.

PERSONNEL AND STAFFING REQUIREMENTS

- A.40 The Contractor shall provide a minimum of three (3) cleaning staff for seven hours (total of 21 cleaning hours) each day as specified in A.55 Hours of Work.
- A.41 The Contractor shall provide an additional 120 cleaning hours to complete the quarterly schedule. The Contractor shall provide an additional 170 cleaning hours to complete the semi-annual cleaning schedule. The Contractor shall provide an additional 170 cleaning hours to complete the Annual schedule. The costs for these additional cleaning hours are included in the total price.
- A.42 Personnel engaged in cleaning and janitorial service shall present a clean, neat and orderly appearance at all times and shall wear a security access card provided by WorkplaceNL.
- A.43 In the discharge of their duties, Personnel shall schedule their activities so that high standards of discretion, tact and courtesy will be maintained in all phases of their duties.
- A.44 The Contractor's personnel shall at all times be carefully cautioned and supervised to prevent their disturbing any machine, equipment, display apparatus, layout, training aid, etc., as this can be dangerous as well as disruptive.
- A.45 The Contractor shall pay all cleaning staff that are working pursuant to this Agreement, at least \$1.00 above the Newfoundland and Labrador statutory minimum hourly wage and provide satisfactory proof to establish that all employees are being paid accordingly. Failure to meet this requirement will be cause for immediate termination of this Agreement. Any increases in the Newfoundland and Labrador statutory minimum hourly wage rate will be automatically incorporated into the cleaning staff's wages for the duration of the Agreement immediately upon the effective date of the statutory minimum wage increase.

If the Newfoundland and Labrador statutory minimum wage rate increases during the term of the Agreement, the hourly rates in the Agreement will increase by the amount of the minimum wage increase plus the increase in any associated mandatory payroll benefits. Prior to the effective date of the wage increase, the Successful Applicant must provide WorkplaceNL with notice of the wage increase and calculations regarding the increase in any associated mandatory payroll benefits. Notice provided to WorkplaceNL after the effective date will only be applied as effective on the date that the

notice is received by WorkplaceNL and new rates will only be applied on purchase orders as of the date the new rates are accepted by WorkplaceNL.

- A.46 Prior to commencing performance of the Services, the Contractor shall provide WorkplaceNL with screening criteria which the Contractor uses to hire personnel which is satisfactory to WorkplaceNL.
- A.47 Prior to commencing performance of the Services, the Contractor shall provide WorkplaceNL with its performance management policy which is satisfactory to WorkplaceNL.
- A.48 The Contractor shall ensure that all employees, officers, associates and approved subcontractors who perform Services have up to date Workplace Hazardous Materials Information System (WHMIS) training.

SAFETY

- A.49 The Contractor is responsible for the safety of its employees while on the job site and must abide by WorkplaceNL's safety procedures as well as the requirements of the *Occupational Health and Safety Act*, R.S.N.L. 1990, c. O-3, and the Regulations thereto, as amended.
- A.50 The Contractor must maintain a Safety Policy Manual which is acceptable to WorkplaceNL.
- A.51 The Contractor must be COR certified through the Newfoundland and Labrador Construction Safety Association and must maintain their good standing throughout the duration of the Agreement.
- A.52 The Contractor and its employees, officers, associates and approved subcontractors who perform Services shall attend a safety meeting held by the Building and Facilities Operations Coordinator II or their designate and shall complete WorkplaceNL's contractor orientation prior to commencement of Services.
- A.53 The Contractor shall ensure that its employees, officers, associates and approved subcontractors wear appropriate personal protective equipment for the work at all times.

SECURITY

- A.54 The Contractor's staff shall check in with WorkplaceNL's security when entering and exiting the building. At the beginning and the end of each shift

personnel must sign the entry log located with security and the signature must be witnessed or, if established, utilize a time punch unit to log time in and out. Security ID Cards shall be picked up from security each day and returned to security prior to leaving for the evening. Locked offices and rooms shall be re-locked following cleaning and lights turned off.

HOURS OF WORK

A.55 Cleaning services shall be performed between the hours of 10:00 a.m. to 6:00 p.m., Monday through Friday, except where otherwise specified. Sufficient cleaning personnel shall begin work at 10:00 a.m. to ensure the main lobby and entrance is swept and damp mopped (during the winter months) and all washrooms are spot cleaned early in the shift.

A.56 Normal cleaning services shall not be required on the following days observed as holidays:

- New Year's Day
- St. Patrick's Day
- Good Friday
- St. George's Day
- Victoria Day
- June Holiday
- Memorial (Canada) Day
- Orangeman's Day
- Civic Holiday (Regatta Day)
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Armistice (Remembrance) Day
- Christmas Day
- Boxing Day

HAZARDOUS OR CONTROLLED PRODUCTS

A.57 The Contractor shall not use or deliver a hazardous or controlled product, as defined by the *Hazardous Products Act*, R.S.C. 1985, c. H-3 as amended, for the purposes of this Agreement without the prior approval of WorkplaceNL. If such products are approved by WorkplaceNL, the Contractor shall be familiar with and fully comply with the *Hazardous Products Act*, and the *Workplace Hazardous Materials Information System (WHMIS) Regulations*, Consolidated Newfoundland and Labrador Regulation 1149/96, under the *Occupational Health and Safety Act*, R.S.N.L. 1990, c. O-3, all as amended.

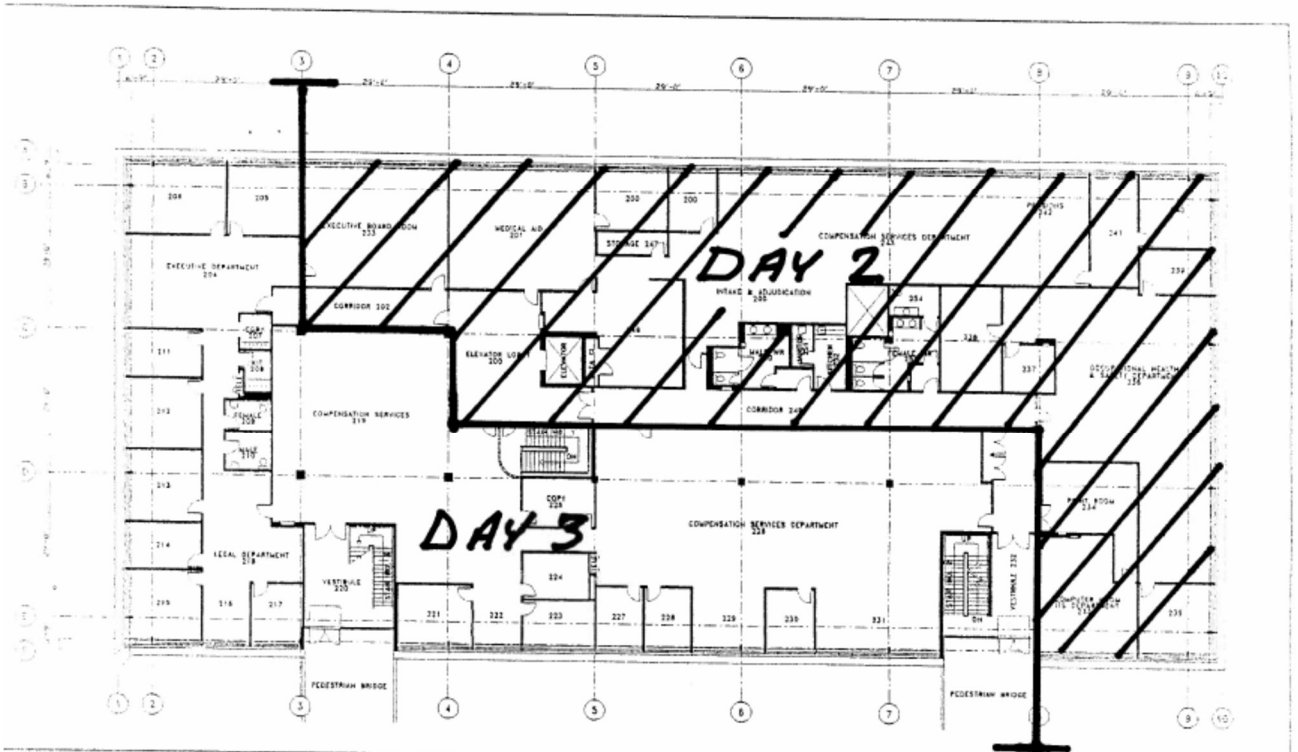
- A.58 The Contractor shall ensure that a hazardous or controlled product is not used, stored or handled in the performance of services unless all of the requirements of the aforesaid Act and regulations in respect of labels, identifiers, material safety data sheets and worker education are complied with.
- A.59 The Contractor shall ensure that each product has a MSDS sheet located in a binder on each floor at the 1st floor storage room; 2nd floor janitor's room; and 3rd floor janitor's room. It is the responsibility of the Contractor to ensure these binders are updated when any new product had been added or if there are any changes to existing products.
- A.60 The Contractor shall ensure that all persons who work with a hazardous or controlled product or work in proximity to a hazardous or controlled product are informed about all hazard information received from the supplier of the said product as well as any other hazard information of which the Contractor is aware of, or ought to be aware of, concerning the use, storage and handling of the hazardous or controlled product.
- A.61 The Contractor shall ensure that, prior to delivery of the hazardous or controlled product to the job site, it is labeled with the supplier's label in accordance with requirements of the aforesaid Act and regulations. The Contractor shall provide WorkplaceNL with all such information prior to delivery of the hazardous or controlled product to the job site.

CHANGES

- A.62 WorkplaceNL may at any time, without invalidating the Agreement, make changes in the Services and may require the Contractor to perform changes and/or extra services. Changes may include reduced servicing due to floor plan changes, periods of renovation, and/or changes made due to technology innovations as determined by WorkplaceNL. Before any change in Services is instituted, such changes and/or extra work shall be authorized by a written Agreement specifying the basis of compensation to be paid to the Contractor. The value of any changes shall be determined in one or more of the following ways:
- (a) by the Contractor's estimate in lump sum subject to acceptance by WorkplaceNL. The estimate must be submitted with a breakdown estimate for equipment, materials and labour, and signed quotations for any sub-contractors and supplies;
 - (b) by unit prices agreed upon; or

- (c) by cost and percentages or by cost and a fixed sum as agreed between WorkplaceNL and the Contractor.

LEVEL 2 – SECOND FLOOR



interspace CONSULTANTS

WORKPLACE HEALTH SAFETY & COMPENSATION COMMISSION
146-148 FOREST ROAD . ST. JOHN'S . NEWFOUNDLAND & LABRADOR

**LEVEL 2
AS BUILT PLAN**

SCALE: 1/8" = 1'-0"
DATE: 05/08/2008
PROJECT: 080001

 A-2

SCHEDULE "B"

B.01 Provided the Contractor has complied with all the terms, conditions and provisions of this Agreement, upon appropriate invoicing, WorkplaceNL shall pay the Contractor for the performance of the Services at the annual rate outlined below, subject to changes in services or performance of extra services as outlined in Schedule "A" herein. Payment shall be made by WorkplaceNL on a monthly basis following appropriate invoicing by the Contractor indicating the Services performed and the monthly invoice amount.

- Year 1: (\$xxx.xx) plus HST
- Year 2: (\$xxx.xx) plus HST
- Year 3: (\$xxx.xx) plus HST
- Year 4: (\$xxx.xx) plus HST (if applicable)
- Year 5: (\$xxx.xx) plus HST (if applicable)

B.02 The Contractor shall invoice WorkplaceNL indicating the times, date, and number of hours worked. The Contractor shall only be paid for those hours authorized and worked in accordance with this Agreement.

SCHEDULE "C"

Form of Performance Bond

No. _____

\$30,000.00

KNOW ALL MEN BY THESE PRESENTS THAT

_____, hereinafter called "**PRINCIPAL**" and _____ a corporations created and existing under the laws of _____ and duly authorized to transact the business of Surety ship in _____, hereinafter called "**SURETY**", are held and firmly bound unto Workplace Health, Safety and Compensation Commission, Hereinafter canned "**OBLIGEE**", in the amount of **Thirty Thousand dollars (\$30,000.00)** lawful money of Canada, for the payment of which sum, well and truly to be made, **PRINCIPAL** and **SURETY**, jointly and severally, bind themselves and each of them and their and each of their heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, PRINCIPAL has submitted a written Agreement to **OBLIGEE**, dated the _____ day of _____, which is by reference made part hereof and hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION is such that if **PRINCIPAL** shall promptly and faithfully perform the Agreement then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever **PRINCIPAL** shall be, and declared by **OBLIGEE** to be, in default under the Contract, **OBLIGEE** having performed **OBLIGEE's** obligations up to the time of default thereunder, **SURETY** may promptly remedy the default of shall promptly:

- a. Complete the Agreement in accordance with its terms and conditions; or
- b. Obtain a bid or bids for submission to **OBLIGEE** for completing the Agreement in accordance with its terms and conditions, and upon determination by **OBLIGEE** and **SURETY** of the lowest responsible bidder, arrange for an Agreement between such bidder and **OBLIGEE** and make available as work progresses (even though there should be a default, or a succession of defaults, under the Agreement or Agreement of completion, arranged under this paragraph) sufficient funds to pay for the cost of completion less the balance of the Agreement price; but not exceeding, including other costs and damages for which **SURETY** may be liable hereunder, the amount herein before set forth. The term "balance of Agreement price", as used in this paragraph, shall mean the total amount payable by **OBLIGEE** to **PRINCIPAL** under the Agreement, less the amount properly paid by **OBLIGEE** to **PRINCIPAL**,

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Agreement is due.

SURETY shall not be liable for a greater sum than the specified amount of this Bond.

No right of action shall accrue on this Bond to, or for the use of, any person or corporation other than **OBLIGEE** named herein, or the heirs, executors, administrators, or successors of **OBLIGEE**.

PROVIDED, HOWEVER, that no variation or alteration which may be made in the Agreement, or in the extent, nature, or method of performance of the Services to be performed thereunder, and no extension of time given by **OBLIGEE** for the performance of the Agreement, nor any waiver,

forbearance or forgiveness on the part of either **PRINCIPAL** or **OBLIGEE** to the other shall in any way release **PRINCIPAL** and **SURETY**, or either of them, or their heirs, executors, administrators, successors and assigns from their liability hereunder, notice to **SURETY** of such variation, alteration, extension, waiver, forbearance or forgiveness being hereby expressly waived.

AND IT IS HEREBY DECLARED AND AGREED that **SURETY** shall be liable under this obligation as fully as if it were **PRINCIPAL** and that nothing of any kind or nature whatsoever that will not discharge **PRINCIPAL** shall operate as a discharge or a release of liability to **SURETY**, any law, rule or usage relating to the liability of sureties to the contrary notwithstanding.

IN TESTIMONY, WHEREOF, PRINCIPAL has hereto set its hand and affixed its seal, and **SURETY** has caused its corporate seal to be affixed hereto, in accordance with its regulations and in the presence of its duly authorized officers this _____ day of _____, 20__.

THE COMMON SEAL of PRINCIPAL
was hereon affixed in the presence of:

Witness

Principal (seal)

THE COMMON SEAL of SURETY
was hereon affixed in the presence of:

Witness

Surety (seal)

STANDARD TERMS AND CONDITIONS

1. Agreement - This Agreement includes the following documents and any conflict between the documents shall be resolved by giving priority to the documents in the order as they appear:

- (a) executed agreement between WorkplaceNL and the Contractor to which this document is appended (if applicable);
- (b) WorkplaceNL Confidentiality Schedule (if applicable);
- (c) WorkplaceNL Standard Terms and Conditions;
- (d) Declaration(s) of Confidentiality/Conflict of Interest;
- (e) procurement documents (including purchase orders) issued by WorkplaceNL; and
- (f) Contractor's bid, proposal or quote.

This Agreement constitutes the whole agreement of the parties relative to the purchase of Services from the Contractor by WorkplaceNL and supersedes all prior negotiations, representations, or agreements, either written or oral.

2. Services – Services means all goods, materials and/or services required under this Agreement.

The Contractor shall provide the Services. WorkplaceNL is responsible for the evaluation of the scope and suitability of the Services provided by the Contractor.

3. Independent Contractor Status - The Contractor is an independent contractor as to all Services. Neither the Contractor, its employees, officers, directors, associates nor approved sub-contractors, if any, are to be construed as constituting employees, agents, or representatives of WorkplaceNL. As an independent contractor, the Contractor assumes all legal and contractual obligations arising out of the performance of the Services.

The Contractor shall not enter into any contract or commitment in the name of or on behalf of WorkplaceNL, or bind WorkplaceNL in any respect or make statements or representations of any kind or take any other actions that would be binding on WorkplaceNL except as specifically provided in this Agreement.

The Contractor shall be fully responsible for any and all employee benefits to be provided to the Contractor's employees. Neither the Contractor nor its employees, officers, directors, associates or approved sub-contractors shall be entitled to participate in or receive any benefits whatsoever from WorkplaceNL as a result of performing Services. The Contractor is solely responsible for deducting the appropriate withholdings from the Contractor and its employees' pay cheques and for the remittance of such withholdings to the appropriate regulatory body as required by law.

Prior to commencing provision of Services, the Contractor shall provide to WorkplaceNL a list of employees, officers, directors, associates and approved sub-contractors assigned to perform the Services including their job titles and qualifications for the provision of Services. The employees, officers, directors, associates and sub-contractors assigned to perform Services shall not change except with prior written consent of WorkplaceNL.

WorkplaceNL may, in its sole discretion, request that any employee, officer, director, associate or approved sub-contractor of the Contractor be prohibited from the performance of Service and/or from access to any files and/or to WorkplaceNL's premises, and the Contractor shall immediately comply with this request. The Contractor hereby releases and forever discharges and holds harmless WorkplaceNL from any costs, claims, losses, and damages of any kind whatsoever based on negligence, defamation, wrongful discharge/dismissal or otherwise which the Contractor may suffer, sustain, pay or incur as a result of any actions under this paragraph and will indemnify, defend and hold harmless WorkplaceNL against any third party claims based on actions hereunder.

4. Sub-Contractor - Without the prior written consent of WorkplaceNL, the Contractor shall not sub-contract any part of the Services, assign or transfer any interest, or delegate any responsibility arising out of this Agreement, to anyone other than the approved employees, officers, directors, associates,

or sub-contractors of the Contractor in accordance with the provisions of this Agreement. Prior to approval of a sub-contractor, the Contractor must establish to the satisfaction of WorkplaceNL, that the sub-contractor also meets the requirements of this Agreement.

5. Payment - Provided the Contractor has complied with all terms, conditions and provisions of this Agreement, WorkplaceNL shall make payments to the Contractor of those fees as set forth in this Agreement, following appropriate invoicing by the Contractor. WorkplaceNL shall not be liable to the Contractor for any other costs or expenses, unless such costs or expenses are approved in advance and in writing by WorkplaceNL, or are specifically set out in this Agreement. The Contractor shall submit expense claims in a format acceptable to WorkplaceNL.

WorkplaceNL shall effect payment of invoices within thirty (30) days of receipt of an acceptable invoice by WorkplaceNL provided that the amounts so billed are correct and properly payable under this Agreement. All invoices shall include the Contractor's registration number for Harmonized Sales Tax (HST) and shall separately identify the amounts of such tax. Payment of invoices may be delayed through failure of the Contractor to identify the registration number and the amount of HST. The Contractor shall maintain records sufficient to verify invoices submitted to WorkplaceNL and WorkplaceNL shall not be responsible for reconciliation and/or review of incorrect bookkeeping by the Contractor.

WorkplaceNL will not pay interest on late or overdue accounts.

Payment for Services shall be made by direct deposit. The Contractor shall supply the necessary banking information to WorkplaceNL within seven (7) working days of awarding the contract.

Purchase orders and notices of payments will be forwarded to the Contractor from WorkplaceNL. The Contractor shall supply facsimile information to WorkplaceNL within seven (7) working days of awarding the contract.

Services which have been performed prior to the issuance of a purchase order shall not be invoiced to WorkplaceNL. Only Services rendered within the date range delineated on the purchase order will be paid by WorkplaceNL.

The Contractor shall only submit an invoice for payment once. If the Contractor has not received payment for an invoice, the Contractor may contact the Accounts Payable Department of WorkplaceNL but it shall not resubmit the invoice unless expressly requested by WorkplaceNL. If the Contractor sends a Statement of Account, it shall be clearly marked "Statement of Account" at the top of the page.

6. Set-Off - At its sole option and without notice to the Contractor, WorkplaceNL shall have the right to set-off any amount due to WorkplaceNL by the Contractor under this Agreement or otherwise against any amount due and owing by WorkplaceNL to the Contractor under this Agreement.

7. Non-exclusive - This Agreement does not create an exclusive relationship between the Contractor and WorkplaceNL. WorkplaceNL may also, at any time, retain other contractors to perform work in relation to the Services or any changes or additions to such Services. The Contractor is free to, and it is anticipated that the Contractor will, engage with other clientele in addition to its engagement herein with WorkplaceNL.

8. Conflict of Interest – Conflict of interest includes, but is not limited to, any situation or circumstance where in relation to the Services, the Contractor's other commitments, relationships, financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations. The Contractor shall not provide Services if the Contractor is in a conflict of interest. The Contractor shall not permit any actual, possible or perceived conflict of interest between the interest of WorkplaceNL and/or its clients and the interest of the Contractor.

STANDARD TERMS AND CONDITIONS

The Contractor shall immediately disclose any such conflict of interest to WorkplaceNL in writing. WorkplaceNL shall, in its sole discretion, determine if an actual, possible or perceived conflict of interest exists and determine the appropriate course of action to be taken by WorkplaceNL and/or the Contractor. WorkplaceNL's decision in this regard shall be final and conclusive.

The Contractor:

- (a) shall conduct all duties related to this Agreement with impartiality;
- (b) shall not influence, seek to influence, or otherwise take part in a decision of WorkplaceNL and/or WorkplaceNL's client, knowing that the decision might further its private interests;
- (c) shall not offer, solicit, receive or accept any communication, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any Services, that causes, or would appear to cause, a conflict of interest; and
- (d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any Services.

9. Confidentiality - All data and information of or concerning WorkplaceNL, WorkplaceNL clients, or of third parties to whom WorkplaceNL owes a duty of confidence, obtained by the Contractor, its employees, officers, directors, associates, and/or approved sub-contractors, is:

- (a) to be treated as confidential;
- (b) to be used only to supply or perform Services to WorkplaceNL pursuant to this Agreement;
- (c) not to be reproduced or disclosed to anyone other than WorkplaceNL personnel as required in the performance of this Agreement;
- (d) not to be removed from the offices of WorkplaceNL without prior written consent of WorkplaceNL;
- (e) to be delivered to WorkplaceNL without cost forthwith upon demand, including all copies and records of same; and
- (f) to be protected by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster.

Nothing in the Agreement will prohibit or limit either Party's use or disclosure of information (including, but not limited to, ideas, concepts, knowledge, techniques, and methodologies) which is:

- (a) previously known to it without an obligation of confidence;
- (b) independently developed by or for it;
- (c) acquired by it from a third party which is not under an obligation of confidence with respect to such information; or
- (d) required by law. In the case of a disclosure required by law, the Contractor shall notify WorkplaceNL in writing prior to the disclosure to provide an opportunity to restrain the disclosure.

The Contractor will notify WorkplaceNL both verbally and in writing in the event of any unauthorized access to or disclosure of data or information.

The Contractor acknowledges that WorkplaceNL is bound by the terms of the **Workplace Health, Safety and Compensation Act, 2022**, SNL 2022, c. W-11.1, as amended (the "Act"), the **Access to Information and Protection of Privacy Act, 2015**, SNL 2015, c. A-1.2, as amended ("ATIPPA"), the **Management of Information Act**, SNL 2005, c. M-1.01, as amended, the **Privacy Act**, RSNL 1990, c. P-22, as amended, and the **Personal Health Information Act**, SNL 2008, c. P-7.01, as amended ("PHIA"), and agrees to abide strictly by the terms of these and any other applicable laws and professional standards respecting the collection, use and disclosure of data or information that the Contractor, its employees, officers, directors, associates, and/or approved sub-contractors, could become exposed to directly or indirectly during the performance of Services. WorkplaceNL may be compelled to disclose data or information pursuant to **ATIPPA**.

The Contractor shall observe all requirements, standards and protocols of WorkplaceNL, relating to confidentiality, conflict of interest, and collection, storage, transfer, copying, modification, use, disclosure and disposition of

information. The Contractor shall comply with the provisions of the attached "Declaration of Confidentiality/Conflict of Interest" and shall ensure compliance of the Contractor's employees, officers, directors, associates, and/or approved sub-contractors with the provisions of the said Declaration of Confidentiality/Conflict of Interest. The Contractor shall provide to WorkplaceNL the said Declaration of Confidentiality/Conflict of Interest which has been executed by the Contractor or an officer or director of the Contractor.

Without limiting the generality of the foregoing, the Contractor acknowledges that WorkplaceNL shall have the right to obtain injunctive relief for violation of the terms of the clause. All those carrying out this Agreement on the Contractor's behalf are subject to this Agreement and may be liable to suit by WorkplaceNL for breaching this clause.

When deemed appropriate by WorkplaceNL, in its sole discretion, WorkplaceNL may also require the Contractor and its employees, officers, directors, associates, and/or approved sub-contractors to comply with the WorkplaceNL Confidentiality Schedule. The Contractor must initial the WorkplaceNL Confidentiality Schedule which will form part and parcel of this Agreement.

10. Ownership of Information - All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Contractor in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of WorkplaceNL and the contents thereof are privileged and confidential. Nothing in the Agreement shall give the Contractor a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Contractor pursuant to the terms of the Agreement. The Contractor acknowledges that WorkplaceNL's right to this information shall at all times be paramount to any rights of the Contractor, at law or in equity, and that the Contractor's remedies against WorkplaceNL for WorkplaceNL's breaches under the Agreement do not include the right to deprive WorkplaceNL of access to WorkplaceNL's information in the Contractor's possession.

11. Access to Information - WorkplaceNL is subject to the **ATIPPA** and consequently the public has a right of access to WorkplaceNL's records. WorkplaceNL shall not be liable for any claims, costs, losses or damages experienced by the Contractor as a result of WorkplaceNL's release of information to another party pursuant to the provisions of **ATIPPA** or due to any other legal requirements.

12. Warranty and Liability - The Contractor represents, warrants and covenants that:

- (a) the information contained in its bid, proposal or quote is true and accurate;
- (b) all equipment supplied meets and is operated in accordance with the manufacturer's specifications and applicable regulatory requirements;
- (c) all Services provided are free from any defects in design, materials and workmanship, and that the Services fully comply with specifications and are suitable and fit for its intended purpose;
- (d) the supply of Services will not infringe any patent, trademark or copyright;
- (e) the Contractor provides good and clear title to the Services to WorkplaceNL;
- (f) the Contractor, its employees, officers, directors, associates and approved sub-contractors have the necessary skills, expertise, materials and experience, are qualified in the safe work procedures and operations of equipment, and shall provide and perform the Services in accordance with the provisions of this Agreement;
- (g) the Contractor shall provide and perform the Services in accordance with all applicable law and professional standards, and in a skilful, safe, efficient and professional manner satisfactory to WorkplaceNL;

STANDARD TERMS AND CONDITIONS

- (h) the Contractor, its employees, officers, directors, associates and approved sub-contractors shall comply with all safety and security rules and workplace policies and procedures in effect from time to time while using or accessing WorkplaceNL's premises, assets, and/or resources;
- (i) the Contractor, its employees, officers, directors, associates, and/or approved sub-contractors will not commence work while under the influence of alcohol, marijuana or illegal drugs;
- (j) the Contractor, its employees, officers, directors, associates, and/or approved sub-contractors shall comply with the **Occupational Health and Safety Act**, RSNL 1990, c. O-3, and the Regulations thereto, as amended; and
- (k) if the Contractor is carrying on an undertaking in the Province of Newfoundland and Labrador, the Contractor will during the term of this Agreement continue to be registered and authorized to carry on business in compliance with the laws of the Province of Newfoundland and Labrador.

The Contractor shall supply all labour, materials, and supervision to complete the Services in accordance with the Agreement. The Contractor shall obtain all permits and licences, pay such fees, and give all notices necessary for the lawful performance of the Services. Except as otherwise specifically stated in this Agreement, all facilities and equipment required for the provision of the Services shall be provided by the Contractor and shall remain the property and responsibility of the Contractor.

The Contractor is fully and solely responsible for the actions of the Contractor and its employees, officers, directors, associates, and/or approved sub-contractors in performance of the Services and to ensure compliance with this Agreement. WorkplaceNL's approval of employees, officers, directors, associates, or sub-contractors does not relieve the Contractor of the Contractor's responsibilities under this Agreement.

13. Indemnity - The Contractor shall indemnify and hold harmless WorkplaceNL from and against all claims, actions, losses, expenses, costs and direct damages of every nature and kind whatsoever which WorkplaceNL or its employees, officers, directors, associates, or agents may suffer where the same are based upon or arise out of anything done or omitted to be done by the Contractor or its employees, officers, directors, associates, and/or approved sub-contractors.

14. Insurance - The Contractor shall, at its own expense and without limiting its liability herein, insure its operations under a contract of General Liability Insurance, with an insurer licensed in Newfoundland and Labrador, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual general aggregate, if any, of not less than Four Million Dollars (\$4,000,000) for each of its locations, insuring against any and all bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability and shall be in effect for the duration of the Agreement and any extensions or renewals. The deductibles applicable to the insurance required shall not exceed Five Thousand Dollars (\$5,000) per occurrence.

Certificates of insurance shall be provided to WorkplaceNL prior to the provision of Services under this Agreement and within thirty (30) days of any insurance renewal. All insurance called for under this Agreement shall be endorsed to provide WorkplaceNL with thirty (30) days advance written notice of cancellation, failure to renew or material change (material defined as any change restricting or reducing required coverage). WorkplaceNL may, at any time, request certified true copies of the policies and they shall be provided within fourteen (14) working days of the request. All insurance called for under this Agreement shall be primary insurance and shall not require the pro rata sharing of any loss by WorkplaceNL or any insurer of WorkplaceNL.

15. Good Standing and Safety – If the Contractor is engaged in, about or in connection with an industry in the province of Newfoundland and Labrador under the **Act**, prior to commencing provision of Services and during the term of this Agreement, the Contractor and any approved sub-contractors must be registered as an employer or have independent operator coverage under the

Act, must be in good standing with WorkplaceNL, and shall comply with the **Act** and the Regulations thereto, as amended. The Contractor authorizes WorkplaceNL to obtain confirmation of the same.

16. Performance Standards

Time is of the essence in the performance of the Agreement.

WorkplaceNL may notify the Contractor of any deficiencies, and in the event that the Contractor has failed to rectify the deficiencies within the time allocated by WorkplaceNL, WorkplaceNL may, at its discretion, obtain the Services, complete the work or rectify the deficiencies to its satisfaction and shall be entitled to deduct and set-off the costs of such work or rectification from any moneys due to the Contractor.

WorkplaceNL shall not be obligated to make any payments for Services rendered by the Contractor to remedy errors or omissions for which, in the reasonable opinion of WorkplaceNL, the Contractor is responsible.

17. Inspection – All Services are subject to final inspection and acceptance by WorkplaceNL. Services failing to conform to the specifications of this Agreement will be held at the Contractor's risk and may be returned to the Contractor. If so returned, all related costs are the responsibility of the Contractor. Services failing to conform to specifications of the Agreement may result in WorkplaceNL making adjustments to invoices.

18. Non-waiver – Mere acceptance of shipment of the Services specified and any inspection thereto by WorkplaceNL, shall not alter, limit or affect the obligations of the Contractor or the rights of WorkplaceNL herein or at law.

19. Title and Risk - Title to Services shall not pass to WorkplaceNL until delivered to a WorkplaceNL location and until such time shall be at the sole risk of the Contractor.

20. Canadian Standards Association (CSA) Approval – The Contractor shall ensure that all electrical, materials, hardware and assemblies supplied under the Agreement are fully CSA approved.

21. Workplace Hazardous Materials Information System (WHIMIS) – When dealing with materials designated as hazardous, the Contractor shall ensure all goods and materials are provided with appropriate labels and material safety data sheets where required by WHIMIS legislation.

22. Changes – WorkplaceNL, without invalidating the Agreement, may alter, add to or delete from the work, the Agreement sum being adjusted accordingly provided the Contractor has agreed to the same in writing. All such changes shall be governed by the conditions of the original Agreement. Any changes and unforeseen extras must be documented by change orders and approved by WorkplaceNL prior to proceeding. Supplementary invoices not supported by change orders will not be honored. The Contractor must notify WorkplaceNL of changes in the Contractor's policy or organization that affects its ability to meet its obligations outlined in the Agreement.

23. Termination - This Agreement may be terminated at any time by the mutual consent of the Parties.

WorkplaceNL may terminate this Agreement at any time, without cause, by giving thirty (30) calendar days written notice to the Contractor. WorkplaceNL shall not be subject to a claim for damages by the Contractor for any such termination.

WorkplaceNL may, in addition to and not in lieu of any other right or remedy available, at law or in equity, on the terms outlined in this paragraph terminate this Agreement at any time without notice, for cause and without compensation to the Contractor should:

- (a) the Contractor, its employees, officers, directors, associates, and/or approved sub-contractors be in breach of any provision of this Agreement;
- (b) WorkplaceNL determine, in its sole discretion, that the Services are being provided in a manner inconsistent with this Agreement;

STANDARD TERMS AND CONDITIONS

- (c) the Contractor fail to make adequate progress in the performance of the Agreement, or alternatively, an indication by the Contractor that they cannot or will not meet any or all of the requirements of the Agreement;
- (d) WorkplaceNL determines, in its sole discretion, that the invoicing practices of the Contractor are unsatisfactory or improper; or
- (e) the Contractor becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or receivers appointed of its business, or a voluntarily or involuntary petition in bankruptcy is filed, or proceedings for the reorganization or winding up of the Contractor is instituted.

WorkplaceNL may terminate the Agreement immediately or may provide the Contractor with written notice of the above noted default and provide the Contractor an opportunity to rectify the said default within 72 hours. If the default is not rectified to the satisfaction of WorkplaceNL within 72 hours, then WorkplaceNL can proceed to terminate this Agreement, for cause, without further notice.

Where this Agreement is terminated, either by mutual consent or otherwise, the Contractor shall, without any further fee or cost whatsoever to WorkplaceNL:

- (a) upon the effective date of termination of this Agreement cause all Services being provided under this Agreement to be discontinued, unless WorkplaceNL has provided its express, written consent to the continuation of Services; and
- (b) within thirty (30) working days of the effective date of termination, provide all work product and all final invoices for Services completed to the date of termination pursuant to this Agreement. The obligations of WorkplaceNL to make payment to the Contractor shall continue for Services performed up to and including the date of termination but do not continue beyond that time period. If the Agreement stipulates a lump sum payment, any such payment for Services performed shall be valued proportionately to the value of the contract.

The Contractor shall not be entitled to any other payment in respect of such termination including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

24. Force Majeure – Neither the Contractor nor WorkplaceNL shall be deemed to be in default of its obligations under this Agreement, if, and for as long as, any delay or non-performance is directly or indirectly caused by or results from events of Force Majeure beyond the reasonable control of that party. These events shall include, but not be limited to, strikes or other labour disturbance, riots, civil disturbances, wars, fires, explosions, floods, acts of God, epidemics, pandemics and acts of any government or branch or agency thereof. The performance of this Agreement shall resume as soon as practicable after force majeure has ceased.

Force Majeure shall not include the following:

- (a) late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; and
- (b) late performance by a sub-contractor(s) unless the delay arises out of a Force Majeure occurrence in accordance with this clause.

25. Records and Audit - The Contractor shall maintain appropriate records and files in relation to the Services provided under this Agreement for seven (7) years, at which time the Contractor will destroy any and all copies and versions of the said records and files. The Contractor will retain copies of the records and files only to the extent required by law and applicable professional standards. The Contractor shall provide a copy of the said records and files within seven (7) working days of receipt of a written request from WorkplaceNL.

In addition to any other rights of inspection or audit that WorkplaceNL may have under this Agreement or under statute, WorkplaceNL or a person

authorized by WorkplaceNL, may, at any reasonable time and upon reasonable notice to the Contractor, inspect, audit and evaluate the Contractor's compliance with the terms of this Agreement, including but not limited to compliance with Service and invoice obligations, privacy, security and information management, under this Agreement through any means including but not limited to the following means:

- (a) on-site visit and examination of records and files, and inspection of electronic devices upon WorkplaceNL's request;
- (b) observation of the performance of the Services in progress;
- (c) full access to records and files and the ability to make copies of the record; and
- (d) oral or written communication pertaining to Services with any clients, employees, associates, directors, officers, agents and approved sub-contractors of the Contractor.

Notwithstanding any other provision of this Agreement, WorkplaceNL shall not be responsible for the Contractor's costs or fees associated with compliance with this section.

26. General - The paragraph headings shall not be considered in interpreting the text.

27. Invalid or Unenforceable Provision - If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, notwithstanding this Agreement may, at WorkplaceNL's option, remain in full force and effect and such term or provision shall be deemed removed from this Agreement and the remaining provisions form a valid agreement.

28. Waiver - Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. Failure on the part of any party to exercise, and/or delay in exercising, any right under this Agreement shall not operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

29. Governing Law - This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador, and the forum for all disputes shall be the Courts of the Province of Newfoundland and Labrador.

30. Survival of Obligations – All the obligations of the Contractor under this Agreement, including but not limited to independent contractor status, confidentiality, warranty and liability, records and audit, termination, indemnification and insurance provisions, shall survive the termination or completion of this Agreement.

31. Promotion - The Contractor shall not associate WorkplaceNL in any advertising or other promotional materials or messages associated with it without WorkplaceNL's prior written consent. The Contractor, its employees, officers, directors, associates and/or approved sub-contractors shall not approach WorkplaceNL personnel, to in any way promote the business of the Contractor.

32. Enurement – Subject to the express limitations set out in the Agreement, this Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Parties.

33. Agreement Amendment - The Agreement may only be modified by a written agreement signed by persons duly authorized by the Contractor and WorkplaceNL.

STANDARD TERMS AND CONDITIONS

DECLARATION OF CONFIDENTIALITY/CONFLICT OF INTEREST

As a Contractor to WorkplaceNL, _____, its employees, officers, directors, associates and/or approved sub-contractors (collectively, the "Company") will perform Services pursuant to the Agreement between the Contractor and WorkplaceNL. All information of or concerning WorkplaceNL, WorkplaceNL clients, or of third parties to whom WorkplaceNL owes a duty of confidence, that is received or obtained by the Company in the course of performing the Services, either directly or indirectly, is Confidential Information.

As a Contractor, I _____, (name), an officer or director of the Company, hereby swear (or affirm) on behalf of the Company:

- 1. I have read and understand the following documents and shall comply with all terms and conditions outlined therein:
• WorkplaceNL Policy GP-01, Information Protection, Access and Disclosure;
• WorkplaceNL Standard Terms and Conditions; and
• WorkplaceNL Confidentiality Schedule (if attached to the Agreement).
2. I will comply with all professional standards and all obligations imposed under any applicable privacy laws, which may include the Access to Information and Protection of Privacy Act, 2015, SNL 2015, c. A-1.2, as amended ("ATIPPA"), the Management of Information Act, SNL 2005, c. M-1.01, as amended, the Privacy Act, RSNL 1990, c. P-22, as amended, and the Personal Health Information Act, SNL 2008, c. P-7.01, as amended ("PHIA").
3. I shall not collect, use, or retain, or disclose any Confidential Information whatsoever except to the extent necessary to perform Services, which shall be limited to the minimum amount of information necessary to accomplish the purpose. Further, I acknowledge and agree that these obligations continue indefinitely, beyond the completion of the Agreement.
4. When required, I shall return to WorkplaceNL any and all Confidential Information obtained in the course of performing Services. Upon termination of the Company's relationship with any employees, officers, directors, associates, and/or approved sub-contractors, or when required, I will ensure the return to the Company of any and all Confidential Information obtained in the course of performing Services. I will retain copies of Confidential Information only to the extent required by law and applicable professional standards.
5. I will immediately notify WorkplaceNL if the Company becomes aware of a breach or possible breach of confidentiality, whether the awareness of the breach is by an employee, officer, director, associate, and/or approved sub-contractor or any other party that the Company may engage to assist in any part of the performance of Services.
6. I will communicate WorkplaceNL's confidentiality and conflict of interest requirements to the Company's employees, officers, directors, associates, and/or approved sub-contractors and I will bind them to comply with those requirements and sign an oath which addresses the principles of confidentiality contained therein. I acknowledge and agree that the Company is fully and solely responsible for the actions of the Company and its employees, officers, directors, associates, and/or approved sub-contractors to ensure compliance with WorkplaceNL's confidentiality and conflict of interest requirements.
7. I will not permit any actual, possible or perceived conflict of interest between the interests of WorkplaceNL and/or its clients and the interests of the Company, and will immediately disclose any such conflict to WorkplaceNL in writing.
8. In particular, the Company is aware of its obligation:
• to comply with the requirements of applicable legislation to protect the confidentiality of Confidential Information and the privacy of the individuals who are the subject of that information;
• to protect the confidentiality of the information that is in the Company's custody or control and the privacy of any individual who is the subject of that information;
• to provide for the secure storage, retention and disposal of Confidential Information to minimize the risk of unauthorized access to or disclosure of the Confidential Information.

SWORN/AFFIRMED at _____, in the Province of _____, this _____ day of _____, 20____, before me:

Commissioner of Oaths

Signature of Individual

Print Name

CONFIDENTIALITY SCHEDULE

1. For the purposes of this Schedule, references to Contractor(s) shall include the Contractor, its employees, officers, directors, associates, and/or approved sub-contractors and employees, officers, directors, and associates of approved sub-contractors.
2. For the purposes of this Agreement "Confidential Information" means:
 - (a) all communications and instructions from WorkplaceNL respecting the Services;
 - (b) all information acquired by the Contractor respecting policy development, consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of WorkplaceNL;
 - (c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning WorkplaceNL, WorkplaceNL employees, injured workers or employers, disclosed directly or indirectly to the Contractor during the performance of the Services or in any way related thereto;
 - (d) all personal information, as defined under the **Access to Information and Protection of Privacy Act, 2015**, SNL 2015, c. A-1.2, as amended, ("**ATIPPA**") and the **Personal Health Information Act**, SNL 2008, c. P-7.01, as amended, ("**PHIA**") which is, directly or indirectly, disclosed to or collected by the Contractor during the performance of the Services or in any way related thereto;
 - (e) all information that is developed based upon Confidential Information including the work product of the Contractor; and
 - (f) Confidential Information shall not include any information which:
 - (i) at the time such information was provided to the Contractor was or thereafter became part of the public domain through no act or omission of the Contractor or its representatives; or
 - (ii) is information which the Contractor can show possession of prior to the date of the Agreement and which was received or developed by the Contractor free of obligations of confidentiality to WorkplaceNL.
3. The Contractor shall not directly or indirectly collect Confidential Information in the performance of the Services unless the collection is necessary to carry out the duties associated with the Agreement.
4. The Contractor shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Agreement, and shall not permit the use of the Confidential Information for any other purposes.
5. The Contractor shall treat all Confidential Information acquired by the Contractor in the performance of the Services as privileged and confidential and shall not directly or indirectly disclose the same to any person or persons at any time without the express written approval of WorkplaceNL, unless required to do so by law. In the event that such disclosure is required, the Contractor shall notify WorkplaceNL prior to the disclosure to provide an opportunity to restrain the disclosure.
6. Upon request by WorkplaceNL, the Contractor shall provide to WorkplaceNL and solely to WorkplaceNL all Confidential Information acquired during the performance of the Services, or shall, at the request of WorkplaceNL, destroy any and all copies and versions of the Confidential Information in the possession and/or control of the Contractor and shall certify the destruction of same to WorkplaceNL. The Contractor shall retain copies of Confidential Information only to the extent required by law and applicable professional standards.
7. To assist and further ensure compliance with the Agreement, the Contractor shall have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, which are acceptable to WorkplaceNL and consistent with all applicable privacy legislation, including but not restricted to the following:
 - (a) at a minimum, using the same level of physical and electronic security as the Contractor employs to avoid disclosure or dissemination of the Contractor's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, officers, directors, associates, and/or approved sub-contractors other than those who are required to have access to properly perform the Services under the Agreement;
 - (b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;
 - (c) prior to execution of the agreement, provide to WorkplaceNL copies of its policies and standards in relation to confidentiality, conflict of interest, and collection, storage, transfer, copying, modification, use, disclosure, disposition, and access of information;
 - (d) advise WorkplaceNL of any changes in its security systems, procedures, practices, policies and standards that may affect the Confidential Information and seek WorkplaceNL's written consent prior to such changes;
 - (e) complete training relating to **PHIA** which WorkplaceNL deems necessary, in WorkplaceNL's sole discretion;
 - (f) report to WorkplaceNL at least annually, but more often if required by WorkplaceNL, the status of its security measures and any further measures that may be taken to ensure confidentiality is maintained; and
 - (g) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in the Protocols for Security of WorkplaceNL Information on Information Technology Assets ("Protocols") which forms part and parcel of this Schedule, unless otherwise advised by WorkplaceNL, and this includes:
 - (i) complying with all alterations or updates of the Protocols as may be provided to the Contractor from time to time; and
 - (ii) adhering to any additional instructions (including oral instructions) from WorkplaceNL as it relates to the subject matter contained in the Protocols and this Schedule.
8. The Contractor shall only disclose Confidential Information to persons other than its approved employees, officers, directors, associates, and/or sub-contractors with the prior written consent of WorkplaceNL, and then only to those persons who need to know the information in order to carry out the duties associated with the Agreement and only after confirming that such persons agree to comply with the provisions of the Agreement including the requirements set out in the Protocol by requiring such persons to execute the Declaration of Confidentiality/Conflict of Interest attached to the Agreement.
9. The Contractor shall:
 - (a) notify WorkplaceNL promptly of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information in the possession of the Contractor, including but not limited to data processing files, transmission messages or other Confidential Information by any person or entity which may become known to the Contractor;
 - (b) promptly furnish to WorkplaceNL full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist WorkplaceNL in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;
 - (c) use reasonable efforts to cooperate with WorkplaceNL in any litigation and investigation against third parties deemed necessary by WorkplaceNL;
 - (d) promptly use all reasonable efforts to mitigate the damages related to the unauthorized use, possession, or knowledge and to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information; and
 - (e) follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach as per the **ATIPPA** website: www.gov.nl.ca/atipp/

CONFIDENTIALITY SCHEDULE

Protocols for Security of WorkplaceNL Information on Information Technology Assets

These requirements apply to the Contractor and all employees, officers, directors, associates, and/or approved sub-contractors of the Contractor, and it is the responsibility of the Contractor to ensure that all such employees, officers, directors, associates, and/or approved sub-contractors are aware of these restrictions and are in compliance herewith.

GENERAL

- Portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.
- Contractors must implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.
- Confidential Information must be transferred using a secure, encrypted transfer mechanism that is approved by WorkplaceNL.
- Contractors are not permitted to store Confidential Information in cloud services (e.g., Onenote, etc.).
- When accessing WorkplaceNL networks externally, Contractors will use an encrypted multi-factor VPN connection that will be supplied by WorkplaceNL.

USE OF APPROVED DEVICES ON WORKPLACENL NETWORK

The following protocols apply to computing devices (desktop, laptop, mobile or other device) that have been approved for use on the WorkplaceNL network (Network). This may be a WorkplaceNL-issued device.

- The Contractor will permit WorkplaceNL to access and audit the device and all WorkplaceNL records on the device:
 - to validate the security of the device or for maintenance or security of the Network.
 - to add, remove, update and/or block any content, technical or otherwise, necessary for the maintenance or security of the Network or Confidential Information.
 - to determine if the device or inappropriate use of the device had adversely impacted the Network or Confidential Information.
 - to respond to an Access to Information and Protection of Privacy or legal discovery request.
- It is not permissible to:
 - use the Network or device for illegal purposes, for personal gain or to contravene legislation, policies, directives or standards.
 - attempt to gain unauthorized access to the Network or to initiate or participate in any activity that negatively impacts the Network's security or performance.
 - share personal computer drives or folders on a computer accessing the network.
 - access the network remotely, either through wired or wireless connections, except through the use of a WorkplaceNL provisioned VPN connection with multi-factor authentication.

CONFIDENTIALITY SCHEDULE

- copy or transfer personal or Confidential Information from the Network to any media without the prior written approval of the business owner and/or the Director responsible for Information Technology Services. If copying or transferring personal or Confidential Information from the Network to any media is approved, then proper WorkplaceNL security procedures and protocols must be followed in the copying or transferring of that information.
- The Contractor must:
 - securely manage and protect Network and device usernames and passwords.
 - take reasonable precautions to prevent the introduction of viruses, SPAM or other malicious content.
 - immediately notify the IT Service Desk (service.desk@workplacnl.ca or 709.778.1555) if potential harm to the Network or any device is known or suspected.
- There is no reasonable expectation of privacy when using the Network or when accessing Confidential Information. Equipment and resources will be monitored and/or searched, where necessary, by those authorized to do so on behalf of WorkplaceNL or law enforcement agencies.
- Where a determination is made that the Network or Confidential Information on the device could be or has been used for an improper or illegal purpose, WorkplaceNL may forward the device or information to law enforcement agencies for investigation.
- WorkplaceNL is within its rights to deny or sever access to the Network or application if the Contractor is found to be in violation of any protocol outlined herein.
- WorkplaceNL devices must be returned to a manager or direct supervisor upon departure from WorkplaceNL.

USE OF NON-WORKPLACENL DEVICES

- Unless specifically separately authorized by the Contractor's Agreement or otherwise, the Contractor is not permitted to attach non-WorkplaceNL computers or other information technology systems to any WorkplaceNL network. (e.g., plug your computer directly into a Network jack in a WorkplaceNL building).
- To obtain access to the Network, the Contractor must submit a request in writing to WorkplaceNL's Security Manager. If permission is granted, the Contractor must adhere to the terms and conditions of the Security Manager.