



RETURN PROPOSALS TO:

**RETOURNER LES
PROPOSITIONS À :**

NRC.BidReceiving-
ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca

**REQUEST FOR STANDING OFFER
DEMANDE D' OFFRE A COMMANDE**

Proposal To: National Research Council Canada

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

Proposition au : Conseil national de recherches Canada

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

Instructions : See Herein

**Instructions: Voir aux présentes
Comments - Commentaires**

**Vendor/Firm Name and address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

**Issuing Office – Bureau de distribution
National Research Council Canada
Conseil national de recherches Canada**

Title – Sujet Mechanical and Electrical Engineering Services / Services de génie mécanique et électrique	
Solicitation No. – N° de l'invitation 23-58068	Date 12 June / juin 2024
Solicitation Closes – L'invitation prend fin at – à 02 :00 PM on – le July / juillet 9, 2024	Time Zone Fuseau horaire Eastern Time / heure de l'Est
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Andrew Jefferson	
Email address – l'adresse courriel : andrew.jefferson@nrc-cnrc.gc.ca	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : NRC Research Locations. / Sites de recherche du CNRC.	

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



**REQUEST FOR STANDING OFFER (RFSO)
Mechanical and Electrical Engineering Services**

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GI 1 Introduction

1. The National Research Council Canada (NRC) is inviting consulting firms with Electrical and Mechanical Engineering expertise to submit proposals for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services (RS) section of this document for NRC engineering projects across Canada in the regions identified in Appendix G – Location Matrix.
2. Proponents shall be authorized to provide Mechanical and Electrical Engineering services and must hold a valid Certificate of Authorization (or equivalent permit) as required to be registered and provide professional engineering services in accordance with provincial or territorial jurisdiction. The successful proponent issued a Standing Offer must hold valid provincial certification and required security clearance at time of call-up. In general, the firm and its personnel will be evaluated on the basis of their demonstrated understanding of the scope of services, their approach and methodology to providing those services, the quality of their relevant experience in this area, as well as the cost of the provision of the services.
3. It is NRC's intention to authorize up to five (5) Standing Offers for each region. The regions cover NRC's research locations across Canada as identified in Appendix G – Location Matrix and are categorized as follows:

Region 1 – NRC West, Region 2 – NRC Ontario, Region 3 – NRC Quebec, Region 4 – NRC East.

NRC intends to reserve one (1) Standing Offer in each region for an Indigenous business. See Appendix D – Selection Process for details.

The period for placing call-ups against the Standing Offer shall be for three (3) years commencing from the start date identified in the Standing Offer. The Consultant grants to Canada the irrevocable option to extend the term of the Standing Offer by up to three (3) additional one (1) year periods. The decision to exercise the option(s) to extend the term is at the sole discretion of Canada.

The total dollar value of all Standing Offers is estimated to be \$10,000,000.00 (applicable taxes included). While we expect work to be required throughout NRC's research locations, the majority of the work, for the Ontario and Quebec regions, are anticipated to be in the Ottawa and greater Montreal areas. For the NRC West and East regions, the work may be commensurate across NRC work locations. Proponents should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; NRC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP4, Call-Up Procedure. The act of a Proponent submitting a proposal does not constitute an agreement by NRC.

4. This procurement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), World Trade Organization - Agreement on Government Procurement (WTO-AGP), Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), Canada-United Kingdom Trade Continuity Agreement (Canada-UK TCA), and the Canada-Ukraine Free Trade Agreement (CUFTA).

GI 2 Definition

In this Request for Standing Offers (RFSO), the following words or phrases have the corresponding meaning.

"Applicable Taxes":

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

"Consultant Team":



The team of consultants, specialists and subconsultants, including the Proponent, proposed by the Proponent to perform the services required.

"Key Personnel":

Staff of the Proponent, subconsultants and specialists proposed to be assigned to this project.

"Price Rating":

A rating assigned to the price component of a proposal and subsequently used to establish a Price Score for inclusion as a percentage of the total score to be established following the evaluation and rating of technical proposals.

"Proponent":

"Proponent" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to provide services under a call-up resulting from a standing offer. It does not include the parent, subsidiaries or other affiliates of the Proponent, or its sub-consultants.

"NRC Evaluation Board":

The board established to evaluate and rate proposals. Board members represent a broad cross-section of professional qualifications and experience.

"Technical Rating":

A rating assigned to the technical component of a proposal in the selection procedure and subsequently used to establish a Technical Score for inclusion as a percentage of the total score.

GI 3 Integrity Provisions – Proposal

1. **Mandatory Compliance.** The [Ineligibility and Suspension Policy](#) (the "Policy") in effect on the date the Request for Standing Offers (RFSO) is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the RFSO. The Proponent must comply with the Policy and Directives, which can be found at [Office of Supplier Integrity and Compliance](#) website.
2. **Policy Summary.** The Policy sets out the circumstances under which Canada may determine that the Supplier is ineligible to enter, or is suspended from entering into a Contract with Canada. The list of ineligible and suspended Suppliers is maintained on the [Office of Supplier Integrity and Compliance](#) website.
3. **Proponent Responsibilities.** The Proponent must provide the following:
 - i. a [List of names for integrity verification](#) that includes all information required by the Policy (section 13 – Disclosure); and
 - ii. if the Proponent is unable to certify all of the statements in subsection d, a completed [Integrity declaration form](#) providing all requested information and details of any material event that may affect the status of itself, its affiliates or its proposed first-tier subcontractors under the Policy.
4. **Proponent Certifications.** Subject to subsection e, by submitting a proposal in response to this RFSO, the Proponent certifies that:
 - i. it has read and understands the [Ineligibility and Suspension Policy](#);
 - ii. it understands that certain circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - iii. it is aware that Canada may request additional information, certifications, and validations from the Proponent or a third party for the purpose of making a determination of ineligibility or suspension;



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- iv. none of the circumstances described in [Appendix 2](#) of the Policy that will or may result in a determination of ineligibility or suspension, apply to itself, its affiliates or its proposed first tier subcontractors; and
 - v. it is not aware of a determination of ineligibility or suspension issued by Canada that applies to it.
5. **Integrity Declaration Form.** Where a Proponent is unable to provide any of the certifications required by subsection d, at the time of its proposal it must submit a completed [Integrity declaration form](#).
6. **Compliance with Certifications.** Canada will declare non-compliant any proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Proponent provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Proponent to be ineligible for award of a Contract for providing a false or misleading certification or declaration.

GI 4 Quantity

The level of services and estimated expenditure specified in the Request for Standing Offer are only an approximation of requirements given in good faith. The making of a proposal by the Proponent shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

GI 5 NRC Obligation

A Request for Standing Offer does not commit NRC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of proposals, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. NRC reserves the right to reject or authorize for utilization any proposal in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the Request for Standing Offer at any time.

GI 6 Responsive Proposals

To be considered responsive, a proposal must meet all of the mandatory requirements set out in the Request for Standing Offer. No further consideration in the selection procedure will be given to a Proponent submitting a non-responsive proposal. Proponents that submitted non-responsive proposals are notified accordingly.

GI 7 Communications - Solicitation Period

1. Questions or requests for clarification during the solicitation period must be submitted to the Contracting Authority named on the Request for Standing Offer - Page 1 as early as possible.

Enquiries should be received no later than ten (10) working days prior to the closing date identified on the front page of the Request for Standing Offer. Enquiries received after that time may not be answered.

2. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO must be directed only to the Contracting Authority:

Name: Andrew Jefferson
Email: Andrew.Jefferson@nrc-cnrc.gc.ca

Failure to comply with this requirement may result in the proposal being declared non-responsive.

3. To ensure consistency and quality of information provided to Proponents, significant enquiries received and their replies will be posted on CanadaBuys.



GI 8 Overview of Selection Process

1. The Standing Offer selection process is as follows:
 - a) a Request for Standing Offer is obtained by Proponents through CanadaBuys;
 - b) in response to the Request for Standing Offer, interested Proponents submit the "technical" component of their proposal in one section and the proposed price of the services (price proposal) in a second section;
 - c) responsive proposals are reviewed, evaluated and rated by a NRC Evaluation Board in accordance with the criteria, components and weight factors set out in the Request for Standing Offer;
 - d) NRC may issue a standing offer to the successful Proponents;
 - e) Proponents are notified of the results within one week after NRC has entered into a standing offer arrangement with the successful Proponents.

GI 9 Submission of Proposal

1. Canada requires that each proposal, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with section GI 15.
2. It is the Proponent's responsibility to:
 - a) obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting a proposal;
 - b) submit a proposal, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of proposals;
 - c) send its proposal by email no later than 14:00 ET (NRC's Server Time) **Solicitation Closing Date shown on Front Page** directly to the email address:

NRC.BidReceiving-ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca

Proposals submitted directly to the Contracting Authority, Project Authority, or any other email address will be returned to the sender and will be considered as not received.

All submitted proposals become the property of NRC.

The NRC has restrictions on incoming e-mail messages. **The maximum e-mail message size including all file attachments must not exceed 10MB.** Zip files or links to bid documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the NRC e-mail system. A bid transmitted by e-mail that gets blocked by the NRC e-mail system will be considered as not received.

- d) The subject line of the email may contain the following format:

"RFSO Solicitation 24-58068 Mechanical and Electrical - [Proponent's name]"
 - e) provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.
3. The technical and price components of the proposal must be submitted in separate sections in accordance with the instructions contained in the proposal document.



4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. NRC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.
5. The evaluation of proposals may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any proposal will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
6. The proposal should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the proposal be stated in a clear and concise manner.
7. Proposal documents and supporting information may be submitted in either English or French.
8. Canada will make available Notices of Proposed Procurement (NPP), RFSOs and related documents for download through CanadaBuys. Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using CanadaBuys. It is the sole responsibility of the Proponent to regularly consult CanadaBuys for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

GI 10 Evaluation of Price

The price proposal must be submitted in Canadian dollars and will be evaluated excluding Applicable Taxes.

GI 11 Limitation of Submissions

1. A Proponent may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given. An exception is where a joint venture submits a proposal for a region that is different from where the members of that joint venture individually submit proposals for. For example, a joint venture comprised of Entity A and Entity B can submit a proposal for Region 1 only if neither Entity A nor Entity B have submitted proposals for Region 1.

Proponents seeking consideration for multiple regions must indicate in their proposal, in Appendix A – Declaration/Certifications Form 1 of 5.

2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby Canada contracts directly with a consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the consultant team by more than one Proponent. The Proponent warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its consultant team, as a sub-consultant or specialist consultant.



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5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

GI 12 Licensing Requirements

1. Consultant team members and key personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial law in the province of the work.
2. By virtue of submission of a proposal, the Proponent certifies that the Proponent's consultant team and key personnel are in compliance with the requirements of paragraph 1 above. The Proponent acknowledges that NRC reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.

GI 13 Rejection of Proposal

1. Canada may reject a proposal where any of the following circumstances is present:
 - a) the Proponent has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;
 - b) an employee, sub-consultant or specialist consultant included as part of the proposal has been declared ineligible, for selection for work with the department in accordance with the performance review procedure referred to in paragraph 1. (a), which would render the employee, sub-consultant or specialist consultant ineligible to bid on the requirement, or the portion of the requirement the employee, sub-consultant or specialist consultant is to perform;
 - c) the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
 - e) evidence satisfactory to Canada that based on past conduct or behavior, the Proponent, a sub-consultant, a specialist consultant or a person who is to perform the Services is unsuitable or has conducted himself/herself improperly;
 - f) with respect to current or prior transactions with the Government of Canada,
 - i Canada has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a contract with the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
 - ii Canada determines that the Proponent's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a proposal pursuant to subsection 1(f), the Contracting Authority will so inform the Proponent and provide the Proponent ten (10) days within which to make representations, before making a final decision on the proposal rejection.



GI 14 Insurance Requirements

1. The successful Proponent shall be required to obtain and maintain Professional Liability and Comprehensive General insurance coverage in accordance with the requirements set out elsewhere in the Request for Standing Offer documents.
2. No insurance requirement stipulated in the Request for Standing Offer documents should be construed as limiting any insurance required by federal, provincial or municipal law. Neither should it limit any coverage which the successful Proponent and other members of the consultant team may consider to be necessary for their own protection or to fulfill their obligations.
3. By virtue of submission of a proposal, the Proponent certifies that the Proponent and the other members of the consultant team as may be applicable are capable of obtaining, and will obtain and maintain liability insurance in accordance with the requirements set out in the proposal documents.

GI 15 Joint Venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Proponents who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a) the name of each member of the joint venture;
 - b) the name of the representative of the joint venture, i.e., the member chosen by the other members to act on their behalf, if applicable;
 - c) the name of the joint venture, if applicable.
2. If the information is not clearly provided in the proposal, the Proponent must provide the information on request from the Contracting Authority.
3. The proposal and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer.

GI 16 Late Submissions

The NRC will not consider and delete electronic proposals delivered after the stipulated solicitation closing date and time.

GI 17 Legal Capacity

The Proponent must have the legal capacity to contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Proponents submitting a proposal as a joint venture.

GI 18 Debriefing

Should a Proponent desire a debriefing, the Proponent should contact the person identified on the front page of the Request for Standing Offer within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, virtually or in person.

GI 19 Financial Capability

1. The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent,



require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Proponent must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:

- a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - c) If the Proponent has not been in business for at least one full fiscal year, the following must be provided:
 - (i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - (ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - d) A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.
 - e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
2. If the Proponent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
 3. If the Proponent is a subsidiary of another company, then any financial information in 1. (a) to (c) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by NRC, is provided with the required information.
 4. Financial Information Already Provided to NRC: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at NRC, provided that within the above-noted time frame:
 - a. the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b. the Proponent authorizes the use of the information for this requirement.

It is the Proponent's responsibility to confirm with the Contracting Authority that this information is still on file with NRC.

5. Other Information: Canada reserves the right to request from the Proponent any other information that Canada requires to conduct a complete financial capability assessment of the Proponent.



6. Confidentiality: If the Proponent provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the *Access to Information Act*, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. Security: In determining the Proponent's financial capability to fulfill this requirement, Canada may consider any security the Proponent is capable of providing, at the Proponent's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).
8. In the event that a proposal is found to be non-compliant on the basis that the Proponent is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Proponent.

GI 20 Revisions to Proposal

Proponents may correct or update their proposal and resubmit a new proposal as per GI 9 – Submission of Proposal at any point up to the RFISO's closing date and time. The Proponent must clearly state their proposal supersedes the previously sent proposal.

GI 21 Proposal Costs

No payment will be made for costs incurred in the preparation and submission of a proposal in response to the Request for Standing Offer. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the Proponent associated with the evaluation of the proposal, are the sole responsibility of the Proponent.

GI 22 Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, Proponents are advised that Canada may reject a proposal in the following circumstances:
 - a) if the Proponent, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b) if the Proponent, any of its sub-consultants, any of their respective employees or former employees had access to information related to the solicitation that was not available to other Proponents and that would, in Canada's opinion, give or appear to give the Proponent an unfair advantage.
2. The experience acquired by a Proponent who is providing or has provided the goods and services described in the solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Proponent remains however subject to the criteria established above.
3. Where Canada intends to reject a proposal under this section, the Contracting Authority will inform the Proponent and provide the Proponent an opportunity to make representations before making a final decision. Proponents who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a proposal, the Proponent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Proponent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

GI 23 Limitation of Liability

Except as expressly and specifically permitted in this Request for Standing Offer, no Proponent or potential Proponent shall have any claim for any compensation of any kind whatsoever in relation to this Request for Standing Offer, or any aspect of the procurement process, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.



GI 24 Status and Availability of Resources

The Proponent certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its Proposal will be available to perform the Services resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If the Proponent is unable to provide the services of an individual named in its Proposal, the Proponent may propose a substitute with at least the same qualifications and experience. The Proponent must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion.

GI 25 Code of Conduct for Procurement – Proposal

The Code of Conduct for Procurement provides that Proponents must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Proponent is certifying that it is complying with the Code of Conduct for Procurement ([Code of Conduct for Procurement - Publications and Procurement Documents - Buying and Selling - PSPC \(tpsgc-pwgsc.gc.ca\)](#)). Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive.

GI 26 Bid Challenge and Recourse Mechanisms

1. Several mechanisms are available to potential Proponents to challenge aspects of the procurement process up to and including contract award.
2. Canada encourages Proponents to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
3. Proponents should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Proponents should therefore act quickly when they want to challenge any aspect of the procurement process.



SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI 1 Security Requirements

Proponents are hereby informed that call-ups against the Standing Offer require, at the least, that the Proponent hold a valid organizational security clearance and their personnel possess a valid security clearance at the RELIABILITY level as indicated in the Security Requirements Check List (SRCL) at Annex B. For additional information on security requirements, please contact NRC's personnel security administrator at NRC.SS-PersonnelSecurity-SdeS-SecuriteduPersonnel.CNRC@nrc-cnrc.gc.ca

Proponents are required to obtain the required security clearance as indicated in the Security Requirements Check List at time of call-up.

SI 2 Selection Overview

In addition to GI 8 – Overview of Selection Process, Canada intends to issue up to a maximum of five (5) Standing Offers per region including one (1) indigenous firm per region as a result of this procurement process. Please see Appendix D – Selection Process. The Overall Selection instructions are in the Submission Requirements and Evaluation (SRE) for a description of how Proponents will be further selected for issuance of a Standing Offer.

SI 3 Federal Contractors Program for Employment Equity - Certification

By submitting a proposal, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Canada will have the right to declare a proposal non-responsive, or to set-aside a Standing Offer, if the Proponent, or any member of the Proponent if the Proponent is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up for default if a Consultant, or any member of the Consultant if the Consultant is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the contract.

The Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification (see Appendix A - Declaration/Certifications Form), before the issuance of a Standing Offer. If the Proponent is a Joint Venture, the Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.



STANDING OFFER PARTICULARS (SP)

- SP 1 General**
- SP 2 Withdrawal/Revision**
- SP 3 Period of The Standing Offer**
- SP 4 Call-Up Procedure**
- SP 5 Invoicing**



SP 1 General

1. The Consultant acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
2. The Consultant Proposals to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if, and when the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
3. The Consultant understands and agrees that:
 - a) a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
 - b) Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
 - c) Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
 - d) the Standing Offer cannot be assigned or transferred in whole or in part;
 - e) the Standing Offer may be set aside by Canada at any time.

SP 2 Withdrawal/Revision

In the event that the Consultant wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Consultant must provide no less than thirty (30) days' written notice to the Contracting Authority, unless specified otherwise in the Standing Offer. The thirty (30) days' period will start upon receipt of the notification by the Contracting Authority and the withdrawal will be effective at the expiry of that period. The Consultant must fulfill any and all call-ups which are made before the expiry of that period.

The period of the Standing Offer may only be extended, or its usage increased, by the Contracting Authority issuing a revision to the Standing Offer in writing.

SP 3 Period of The Standing Offer

The period for placing call-ups against the Standing Offer shall be for three (3) years commencing from the start date identified on the Standing Offer.

The Consultant grants to Canada the irrevocable option to extend the term of the Standing Offer by up to three (3) additional one (1) year periods under the same conditions and at the rates specified in the Standing Offer. The decision to exercise the option(s) to extend the term is at the sole discretion of Canada.

In the event that Canada decides to exercise an option to extend the Standing Offer period, Canada will notify the Consultant of the decision before the expiry date of the Standing Offer or the previously extended period as the case may be. An amendment to the Standing Offer will be issued by the Contracting Authority to document the extended period.



SP 4 Call-Up Procedure

1. Services will be called-up as follows:

- a) The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, consultants will be considered using a computerized distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed. The system will contain for each consultant an ideal business distribution percentage which has been established as follows; 34% of the business for the top ranked consultant, 24% for the 2nd ranked consultant, 18% for the 3rd ranked consultant, 14% for the 4th ranked consultant, and 10% for the 5th ranked consultant. In the event fewer than four consultants are successful, the undistributed % of business will be redistributed amongst the Proponents being recommended using the following formula:

$$\text{Revised Distribution \%} = \frac{\text{Pre-established \%}}{100 \text{ less the non distributed \%}} \times 100$$

The Consultant who is furthest under their respective ideal business distribution percentage in relation to the other consultants will be selected for the next call-up.

Note, the actual business distribution may not reflect the ideal business distribution for reasons including but not limited to the timing of call-ups, consultant performance, or if Consultants have been set aside. The running total for Consultants that have been set aside will be adjusted to reflect the actual value of each call-up they were eligible for, assuming acceptance.

- b) If a Consultant is approached to provide services, the Consultant must provide Canada an acknowledgement of acceptance or refusal to provide the services within 2 business days. Not respecting the 2 day timeline may result in Canada approaching the next Consultant furthest away from their respective ideal business distribution percentage.
- c) The Consultant will be provided the scope of services and will submit a proposal to the Departmental Representative in accordance with the fixed hourly rates established under the Standing Offer. The Consultant's Proposal shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, if applicable. If the Consultant is unable to provide the services of an individual named in its proposal (submitted in response to the Request for Standing Offer), the Consultant may propose a substitute with at least the same qualifications and experience in the estimation of Canada. The Consultant must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion. If the Consultant is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.
- d) For services from a Specialist Consultant that is not named or for which discipline is not identified in the Standing Offer, the Consultant's proposal shall include the category and name of personnel as well as their hourly rate(s) with the number of hours estimated/required by the Specialist Consultant to perform these services. A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time-based fee to an upset limit will be established.
- e) For the preparation of bilingual documents, the Consultant shall provide the category and name of the personnel as well as their hourly rate(s) with the number of hours estimated/required to perform these services. A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time-based fee to an upset limit will be established. If the services of a translation firm are required to produce bilingual documents, these costs shall be treated as a disbursement (TP 10.2).



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- f) A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time-based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.
 - g) Standing Offer holders not possessing the required security clearance and provincial licensing requirements at time of call up, will be bypassed and NRC will proceed to the next consultant who possesses the required security clearance and provincial licensing and is furthest away from the ideal business distribution.
- 2. The Consultant will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
 - 3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SP 5 Invoicing

- 1. For prompt processing of invoices, include the following information on each invoice for payment:
 - a) NRC project number;
 - b) Invoicing period with dates;
 - c) Work done to justify invoice (short narrative) for services provided
 - d) Summary of costs as follows:

(1) Amount this invoice		Fees + Applicable Taxes = Total
(2) Total previous invoices		Fees + Applicable Taxes = Total
(3) Total invoiced to date	(1)+(2)=(3)	Fees + Applicable Taxes = Total
(4) Agreed fees		Fees + Applicable Taxes = Total
(5) Amount to complete	(4)-(3)=(5)	Fees + Applicable Taxes = Total
(6) % Services completed this stage		Fees + Applicable Taxes = Total
 - e) Authorized signatures of the consultant and the date.
- 2. Include with each invoice for authorized disbursements, receipt of legible electronic copies for all items claimed.



TERMS AND CONDITIONS

GENERAL CONDITIONS (GC)

SUPPLEMENTARY CONDITIONS (SC)

TERMS OF PAYMENT (TP)

CONSULTANT SERVICES (CS)

CALCULATION OF FEES (CF)

GENERAL CONDITIONS (GC)

- GC 1 Definitions**
- GC 2 Interpretations**
- GC 3 Assignment**
- GC 4 Indemnification**
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- GC 8 Taking the Services Out of the Consultant's Hands**
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- GC 12 Conflict of Interest and Values and Ethics Codes for the Public Service**
- GC 13 Contracting Authority and Departmental Representative**
- GC 14 Status of Consultant**
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- GC 19 Entire Agreement**
- GC 20 Contingency Fees**
- GC 21 Harassment in the Workplace**
- GC 22 Taxes**
- GC 23 Changes in the *Consultant* Team**
- GC 24 Joint and Several Liability**
- GC 25 Performance Evaluation – Contract**
- GC 26 International Sanctions**
- GC 27 Integrity Provisions – Standing Offer**
- GC 28 Code of Conduct for Procurement – Standing Offer**



GC 1 Definitions

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

Architectural and Engineering Services means services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services, for real property projects;

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

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

Canada, Crown, His Majesty or the Government

means His Majesty the King in right of Canada as represented by the Minister of Innovation, Science and Industry and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Innovation, Science and Industry has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

Construction Contract means a contract entered into between *Canada* and a *Contractor* for the construction of the Project;

Construction Contract Award Price means the price at which a *Construction Contract* is awarded to a *Contractor*;

Construction Cost Estimate means an anticipated amount for which a *Contractor* will execute the construction of the Project;

Construction Cost Limit means that portion of the total amount of Project funds which shall not be exceeded on construction of the Project;

Construction Services means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above;

Consultant means the party identified in the Standing Offer to perform the *Consultant Services* under the Standing Offer and any subsequent Call-up, and includes the officer or employee of the *Consultant* identified in writing by the *Consultant*;

Contracting Authority means the party identified on the front cover page, responsible for the establishment of the Standing Offer, its amendments, administration, and any contractual issues relating to individual call-ups;

Contractor means a person, firm or corporation with whom *Canada* enters, or intends to enter, into a *Construction Contract*;

Contract Price means the amount stated in the Call-Up to be payable to the *Consultant* for the *Services*, exclusive of *Applicable Taxes*;

Cost Plan means the allocation of proposed costs among the various elements of the Project, as described in the *Project Brief or Terms of Reference*;

Days means continuous calendar days, including weekends and statutory public holidays;



Departmental Representative means the officer or employee of Canada identified to the consultant in writing by a duly authorized departmental officer to perform the Departmental Representative's duties under the Agreement;

Facility Maintenance Services means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works;

Mediation is a process of dispute resolution in which a neutral third party assists the parties involved in a dispute to negotiate their own settlement;

Project Brief or Terms of Reference means a document describing in sufficient detail the *Services* to be provided by the *Consultant* to permit the *Consultant* to proceed with the *Services* and may include general project information, scope of the work, site and design data, and time plan, specifically related to the Project;

Project Schedule means a time plan, including the sequence of tasks, milestone dates and critical dates which must be met for the implementation of the planning, design and construction phases of the Project;

Services means the *Services* provided by the *Consultant* and the *Services* required for the project as set forth in the Standing Offer and subsequent Call-up documents;

Specialist Consultant means any Architect, Professional Engineer, or other specialist, other than the *Consultant*, engaged by *Canada* directly or, at the specific request of *Canada*, engaged by the *Consultant*;

Sub-Consultant means any Architect, Professional Engineer, or other specialist engaged by the *Consultant* for the *Services* included in the Standing Offer or any subsequent Call-up;

Technical Documentation includes designs, reports, photographs, physical models, surveys, drawings, specifications, computer software developed for the purpose of the Project, computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced and operating and maintenance manuals either prepared or collected for the Project.

Total Estimated Cost, Revised Estimated Cost, Increase (Decrease) on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the *Contract Price*, or the revised *Contract Price*, or the amount that would increase or decrease the *Contract Price* and the *Applicable Taxes* as evaluated by the *Contracting Authority*, and does not constitute tax advice on the part of *Canada*.

GC 2 Interpretations

1. Words importing the singular only also include the plural, and vice versa, where the context requires;
2. Headings or notes in the Standing Offer shall not be deemed to be part thereof, or be taken into consideration in its interpretation;
3. "Herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Standing Offer as a whole and not to any particular subdivision or part thereof.

GC 3 Assignment

1. The Call-Up shall not be assigned, in whole or in part, by the *Consultant* without the prior consent of *Canada*.



2. An assignment of the Call-Up without such consent shall not relieve the *Consultant* or the assignee from any obligation under the Call-up, or impose any liability upon *Canada*.

GC 4 Indemnification

1. The *Consultant* shall indemnify and save harmless *Canada*, its employees and agents, from losses arising out of the errors, omissions or negligent acts of the *Consultant*, its employees and agents, in the performance of the *Services* under the Call-up that may result from the Standing Offer.
2. The *Consultant's* liability to indemnify or reimburse *Canada* under the Standing Offer shall not affect or prejudice *Canada* from exercising any other rights under law.

GC 5 Notices

1. Any notice, request, direction, consent, decision, or other communication that is required to be given or made by either party pursuant to the Standing Offer, shall be in writing, and shall be deemed to have been effectively given when:
 - a) served personally, on the day it is delivered;
 - b) forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or
 - c) forwarded by facsimile or other electronic means of transmission, one working day after it was transmitted.
2. The address of either party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.

GC 6 Suspension

1. Canada may, in Canada's sole and absolute discretion, suspend the *Services* being provided, or any part thereof, for a specified or unspecified period, by giving notice of suspension in writing to the *Consultant*. The *Consultant* shall not be entitled to be paid any amount whatsoever for a suspension, other than such amount, if any, payable to the *Consultant* in accordance with Suspension Costs provisions in TP8, Terms of Payment.
2. If a period of suspension does not exceed sixty (60) days and when taken together with other periods of suspension does not exceed ninety (90) days, the *Consultant* shall, upon the expiration of that period, resume the performance of the *Services* in accordance with the terms of the Standing Offer and the relevant Call-up.
3. If a period of suspension exceeds sixty (60) days, or when taken together with other periods of suspension the total exceeds ninety (90) days, Canada and the *Consultant* may agree that the performance of the *Services* shall be continued by the *Consultant*, and the *Consultant* shall resume performance of the *Services*, subject only to such terms and conditions agreed upon by Canada and the *Consultant* in writing.
5. If Canada and the *Consultant* do not agree that performance of the *Services* shall be continued by the *Consultant*, or upon the terms and conditions under which the *Consultant* shall continue the *Services*, the notice of suspension shall be deemed to be a notice of termination in accordance with the terms of GC 8. For clarity, Termination Costs in TP 9 of, Terms of Payment shall be without duplication of Suspension Costs provisions in TP8 of, Terms of Payment.

GC 7 Termination

Canada may, in Canada's sole and absolute discretion, terminate any Call-up at any time by giving notice of termination in writing to the *Consultant*. The *Consultant* shall not be paid any amount whatsoever for a termination, other than such amount, if any, payable to the *Consultant* in accordance with the Termination Costs provisions in TP 9, Terms of Payment.



GC 8 Taking the Services Out of the Consultant's Hands

1. Canada may take all or any part of the *Services* out of the *Consultant's* hands and may employ reasonable means necessary to complete such *Services* in the event that:
 - a) The *Consultant* has become insolvent or has committed an act of bankruptcy, and has neither made a proposal to the *Consultant's* creditors nor filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, or
 - b) the *Consultant* fails to perform any of the *Consultant's* obligations under the Standing Offer or any of the Call-ups or, in Canada's opinion, so fails to make progress as to endanger performance of the Standing Offer or any of its call-ups, in accordance with its terms.
2. If the *Consultant* has become insolvent or has committed an act of bankruptcy, and has either made a proposal to the *Consultant's* creditors or filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, the *Consultant* shall immediately forward a copy of the offer or the notice of intention to the *Contracting Authority*.
3. Before the *Services* or any part thereof are taken out of the *Consultant's* hands under GC 8.1(b), the *Departmental Representative* will provide notice to the *Consultant*, and may require such failure of performance or progress to be corrected. If within fourteen (14) *days* after receipt of notice the default is not corrected or corrective action is not initiated to correct such fault, Canada may, by notice, without limiting any other right or remedy, take all or any part of the *Services* out of the *Consultant's* hands.
4. If the *Services* or any part thereof have been taken out of the *Consultant's* hands, the *Consultant* will be liable for, and upon demand pay to *Canada*, an amount equal to all loss and damage suffered by *Canada* by reason of the non-completion of the *Services* by the *Consultant*.
5. If the *Consultant* fails to pay on demand for the loss or damage as a result of GC 8.4, *Canada* will be entitled to deduct and withhold the same from any payments due and payable to the *Consultant*.
6. If the *Services* or any part thereof are taken out of the *Consultant's* hands as a result of GC 8.1(b) and GC 8.3, the amount referred to in GC 8.5 shall remain in the Consolidated Revenue Fund until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the *Consultant* shall be paid together with interest from the due date referred to in TP 2, Terms of Payment, and in accordance with the terms of the Standing Offer.
7. The taking of the *Services*, or any part thereof, out of the *Consultant's* hands does not relieve or discharge the *Consultant* from any obligation under the Standing Offer, the Call-up, or imposed upon the *Consultant* by law, in respect to the *Services* or any part thereof that the *Consultant* has performed.

GC 9 Time and Cost Records to be Kept by the Consultant

1. Time charged and the accuracy of the *Consultant's* time recording system may be verified by the *Departmental Representative* before or after payment is made to the *Consultant* under the terms and conditions of the Call up.
2. The *Consultant* shall keep accurate time and cost records and, if required for the purposes of the Standing Offer, shall make these documents available to the *Departmental Representative* who may make copies and take extracts therefrom.
3. The *Consultant* shall afford facilities for audit and inspection upon request and shall provide the *Departmental Representative* with such information as may be required from time to time with reference to the documents referred to in GC 9.2.
4. The *Consultant* shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least six (6) years following completion of the *Services*.



5. If the verification is done after payment by Canada, the *Consultant* agrees to repay any overpayment immediately upon demand.

GC 10 National or Departmental Security

1. If the *Departmental Representative* is of the opinion that the Project is of a class or kind that involves national or departmental security, the *Consultant* may be required:
 - a) to provide any information concerning persons employed for purposes of the Standing Offer unless prohibited by law;
 - b) to remove any person from the Project and its site if that person cannot meet the prescribed security requirements; and
 - c) to retain the Project *Technical Documentation* while in the *Consultant's* possession in a manner specified by the *Departmental Representative*.
2. Notwithstanding the provisions of GC 12, if the Project is of a class or kind that involves national or departmental security, the *Consultant* shall not issue, disclose, discard or use the Project *Technical Documentation* on another project without the written consent of the *Departmental Representative*.

GC 11 Rights to Intellectual Property

1. Definitions

"Background" means all Technical Output that is not Foreground and that is proprietary to or the confidential information of the *Consultant*, the *Consultant's Sub-Consultants*, or any other entity engaged by the *Consultant* in the performance of the *Services*;

"Foreground" means any Invention first conceived, developed or reduced to practice as part of the *Services* and all other Technical Output conceived, developed, produced or implemented as part of the *Services*;

"IP Rights" means any intellectual property rights recognized by law, including any intellectual property right protected through legislation (such as that governing copyright, patents, industrial design, or integrated circuit topography) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable and without limiting the foregoing the term includes any unique design and construction system;

"Technical Output" means: (i) all information of a scientific, technical, or artistic nature relating to the *Services*, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, reports, photographs, physical models, surveys, drawings, specifications developed for the purpose of the Project; as well as (ii) computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced for the purpose of the Project; and (iii) operating and maintenance manuals prepared or collected for the Project; and (iv) any buildings, built works, structures and facilities constructed as, or as part of, the Project. Technical Output does not include data concerned with the administration of the Standing Offer and/or Call-Up by Canada or the *Consultant*, such as internal financial or management information, unless it is a deliverable under the terms of the Standing Offer and/or Call-Up.

2. Identification and Disclosure of Foreground

The *Consultant* shall:



- a) promptly report and fully disclose to Canada all Foreground that could be Inventions, and shall report and fully disclose to Canada all other Foreground not later than the time of completion of the *Services* or such earlier time as Canada or the Standing Offer and/or Call-Up may require, and
- b) for each disclosure referred to in (a), indicate the names of all *Sub-Consultants* at any tier, if any, in which IP Rights to any Foreground have vested or will vest.

Before and after final payment to the *Consultant*, Canada shall have the right to examine all records and supporting data of the *Consultant* which Canada reasonably decides is pertinent to the identification of the Foreground.

3. IP Rights Vest with *Consultant*

Subject to articles GC 11.10 and GC 11.11 and the provisions of GC 10 National or Departmental Security, and without affecting any IP Rights or interests therein that have come into being prior to the Standing Offer and/or Call-Up or that relate to information or data supplied by *Canada* for the purposes of the Standing Offer and/or Call-Up, all IP Rights in the Foreground shall immediately, as soon as they come into existence, vest in and remain the property of the *Consultant*.

4. Ownership Rights in Deliverables

Notwithstanding the *Consultant's* ownership of the IP Rights in the Foreground that is a prototype, built work, building, structure, facility, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, *Canada* shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and the right to sell them.

5. Licence to Foreground

Without limiting any implied licences that may otherwise vest in *Canada*, and in consideration of *Canada's* contribution to the cost of development of the Foreground, the *Consultant* hereby grants to *Canada* a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free licence to exercise all IP Rights in the Foreground that vest in the *Consultant* pursuant to article GC 11.3, for the purpose of:

- a) the construction or implementation of any building, built works, structures and facilities, contemplated by the Project;
- b) the further development or alteration or evolution of any part of the constructed or implemented Project, including procurement of materials and components for this purpose;
- c) the further development, modification (including additions or deletions), completion, translation, or implementation of the Foreground and any addition to it as *Canada* may require for the purposes of the completion, utilization and subsequent evolution of the Project;
- d) the use, occupancy, operation, exploitation, maintenance, repair or restoration of the constructed or implemented or subsequently modified Project, including the procurement of replacement materials and components required for any such purpose; and
- e) the publishing and transmission of reproductions of the Project or any part thereof in the form of paintings, drawings, engravings, photographs or cinematographic works, to the public, in hard copy or by any electronic or other means, except for copies in the nature of architectural drawings or plans.



6. Licence to Foreground for Other Projects

The *Consultant* hereby grants to *Canada* a non-exclusive, perpetual, world-wide, irrevocable licence to exercise all IP Rights that vest in the *Consultant* pursuant to paragraph GC 11.3 for the purpose of planning, designing and constructing or otherwise implementing any project other than the Project, and for any purpose set out in paragraph GC 11.5 as it relates to such other project. In the event that *Canada* exercises such IP Rights in another project, and provided that *Canada* does not already have equivalent rights under a previous contract or otherwise, *Canada* agrees to pay to the *Consultant* reasonable compensation determined in accordance with current industry practice and having regard to *Canada's* contribution to the cost of development of the Foreground. The *Consultant* shall ensure that in any sale, assignment, transfer or licence of any of the IP Rights that vest in the *Consultant* under the Standing Offer and/or Call-Up, the purchaser, assignee, transferee or licensee agrees to be bound by the terms of this provision and to accept reasonable compensation as is contemplated herein. The *Consultant* shall also ensure that any such purchaser, assignee, transferee or licensee of the IP Rights is required to impose the same obligations on any subsequent purchaser, transferee, assignee or licensee.

7. Licence to Background

Without limiting any implied licences that may otherwise vest in *Canada*, the *Consultant* hereby grants to *Canada* a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free licence to exercise such of the IP Rights in any Background incorporated into the *Services* or necessary for the performance of the *Services* as may be required

- a) for the purposes contemplated in article GC 11.5 and GC 11.6;
- b) for disclosure to any contractor engaged by *Canada*, or bidder for such a contract, to be used solely for a purpose set out in article GC 11.5 and GC 11.6;

and the *Consultant* agrees to make any such Background available to *Canada* upon request.

8. *Canada's* Right to Disclose and Sub-licence

The *Consultant* acknowledges that *Canada* may wish to award contracts, which may include a competitive process, for any of the purposes contemplated in article GC 11.5, GC 11.6 and GC 11.7. The *Consultant* agrees that *Canada's* licence in relation to the IP Rights in the Foreground and in the Background, includes the right to disclose that Foreground and Background to bidders for such contracts, and to sub-licence or otherwise authorize the use of that Foreground and Background by any contractor or consultant engaged by *Canada* for the purpose of carrying out such a contract.

9. *Consultant's* Right to Grant Licence

- a) The *Consultant* represents and warrants that the *Consultant* has, or the *Consultant* shall obtain without delay, the right to grant to *Canada* the licence to exercise the IP Rights in the Foreground and the Background as required by the Standing Offer and/or Call-Up.
- b) Where the IP Rights in any Background or Foreground are or will be owned by a *Sub-Consultant*, the *Consultant* shall either obtain a licence from that *Sub-Consultant* that permits compliance with articles GC 11.5, GC 11.6 and GC 11.7 or shall arrange for the *Sub-Consultant* to convey directly to *Canada* the same rights by execution of the form provided for that purpose by *Canada* no later than the time of disclosure to *Canada* of that Background and Foreground.

10. Trade Secrets and Confidential Information

The *Consultant* shall not use or incorporate any trade secrets or confidential information in any Foreground or Background used or created in performance of the Standing Offer and/or Call-Up.



11. *Canada Supplied Information*

- a) Where performance of the *Services* involves the preparation of a compilation using information supplied by *Canada*, then the IP Rights that shall vest under paragraph GC 11.3 shall be restricted to the IP Rights in Foreground that are capable of being exploited without the use of the information supplied by *Canada*. All IP Rights in any compilation, the Foreground in which cannot be exploited without the use of such *Canada* supplied information shall vest in *Canada*. The *Consultant* agrees that the *Consultant* shall not use or disclose any *Canada* supplied information for any purpose other than completing the performance of the *Services*. The *Consultant* shall maintain the confidentiality of such information. Unless the Standing Offer and/or Call-Up otherwise expressly provides, the *Consultant* shall deliver to *Canada* all such information together with every copy, draft, working paper and note thereof that contains such information upon the completion or termination of the Standing Offer and/or Call-Up, or at such earlier time as *Canada* may require.
- b) If the *Consultant* wishes to make use of any *Canada* supplied information that was supplied for purposes of the Standing Offer and/or Call-Up, for the commercial exploitation or further development of any of the Foreground, then the *Consultant* may make a written request for a licence to exercise the required IP Rights in that *Canada* supplied information, to *Canada*. The *Consultant* shall give *Canada* an explanation as to why such a licence is required. Should *Canada* agree to grant such a licence, it shall be on terms and conditions to be negotiated between the parties including payment of compensation to *Canada*.

12. *Transfer of IP Rights*

- a) If *Canada* takes the *Services* out of the *Consultant's* hands in accordance with GC 8 of the General Conditions, in whole or in part, or if the *Consultant* fails to disclose any Foreground in accordance with article GC 11.2, *Canada* may upon reasonable notice, require the *Consultant* to convey to *Canada* all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a *Sub-Consultant*. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a *Sub-Consultant*, the *Consultant* shall not be obligated to convey those IP Rights to *Canada*, but shall pay to *Canada* on demand an amount equal to the consideration which the *Consultant* received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arm's length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or licence fees.
- b) In the event of the issuance by *Canada* of a notice referred to in (a), the *Consultant* shall, at the *Consultant's* own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as *Canada* may require, and the *Consultant* shall, at *Canada's* expense, afford *Canada* all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.
- c) Until the *Consultant* completes the performance of the *Services* and discloses all of the Foreground in accordance with article GC 11.2, and subject to the provisions of GC 10 National or Departmental Security, the *Consultant* shall not, without the prior written permission of *Canada*, sell, assign or otherwise transfer title to the IP Rights in any of the Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.
- d) In any sale, assignment, transfer or licence of IP Rights in Foreground by the *Consultant* except a sale or licence for end use of a product based on Foreground, the *Consultant* shall impose on the other party all of its obligations to *Canada* in relation to the IP Rights in the Foreground and any restrictions set out in the Standing Offer and/or Call-Up on the use or



disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The *Consultant* shall promptly notify *Canada* of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

GC 12 Conflict of Interest and Values and Ethics Codes for the Public Service

1. The *Consultant* declares that the *Consultant* has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the *Services*, and should such an interest be acquired during the life of the Standing Offer, the *Consultant* shall declare it immediately to the *Departmental Representative*.
2. The *Consultant* shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
3. The *Consultant* shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
4. The Consultant acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s.2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Services, or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Standing Offer or subsequent Call-ups.
5. The Consultant shall not be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of the *Services* if the Consultant is involved in the development of a Project Brief or Terms of Reference, a Request for Offer or similar documents for such project.

The Consultant providing certain pre-design services (e.g. studies, analysis, schematic and design) that do not involve the development of a Project Brief or Terms of Reference, a Request for Offer or similar documents for such project may be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of these services. The experience acquired by a Consultant who has only provided pre-design services, where the information / documentation resulting from these services is made available to other Proponents, will not be considered by Canada as conferring an unfair advantage or creating a conflict of interest.

GC 13 Contracting Authority and Departmental Representative

1. The Contracting Authority for this Request for Standing Offer is:

Name: Andrew Jefferson
Title: Supply Specialist
Email: Andrew.Jefferson@nrc-cnrc.gc.ca

Alternate Name: Cindy Marshall
Title: Team Leader
Email: Cindy.Marshall@nrc-cnrc.gc.ca

National Research Council Canada
Building M-55
1200 Montreal Road.
Ottawa, Ontario
K1A 0R6

2. The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to the Standing Offer.
3. The Call-up Contracting Authority will be identified at the time of each individual call-up and is responsible for issuing call-ups against the Standing Offer, administration, and addressing any



contractual issues related to the call-up. All communication must be directed only to the Contracting Authority identified in the Call-up.

4. A Departmental Representative will be identified at time of each individual Call-Up.
5. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

GC 14 Status of Consultant

The Consultant is an independent contractor engaged by Canada to perform the Services. Nothing in the Standing Offer through a Call-up is intended to create a partnership, a joint venture or an agency between Canada and the other party or parties. The Consultant must not represent itself as an agent or representative of Canada to anyone. Neither the Consultant nor any of its personnel is engaged as an employee or agent of Canada. The Consultant is responsible for all deductions and remittances required by law in relation to its employees.

GC 15 Declaration by Consultant

The *Consultant* declares that:

- a) based on the information provided pertaining to the *Services* required under the Standing Offer, the *Consultant* has been provided sufficient information by the *Departmental Representative* to enable the *Services* required under the Standing Offer to proceed and is competent to perform the *Services* and has the necessary licences and qualifications including the knowledge, skill and ability to perform the *Services*; and
- b) the quality of *Services* to be provided by the *Consultant* shall be consistent with generally accepted professional standards and principles.

GC 16 Insurance Requirements

1. General

- a) The Consultant shall ensure that appropriate liability insurance coverage is in place to cover the consultant and the members of the consultant team and shall maintain all required insurance policies as specified herein.
- b) The Consultant shall, if requested by the Contracting Officer at any time, provide to the Contracting Officer an Insurer's Certificate of Insurance and/or the originals or certified true copies of all contracts of insurance maintained by the Consultant pursuant to the provisions contained herein.
- c) The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Consultant.
- d) Any insurance coverages additional to those required herein that the Consultant and the other members of the consultant team may deem necessary for their own protection or to fulfill their obligations shall be at their own discretion and expense.

2. Commercial General Liability

- a) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have: a limit of liability of not less than \$5,000,000.00 per occurrence; an aggregate limit of not less than \$5,000,000.00 within any policy year.
- b) The policy shall insure the Consultant and shall include His Majesty the King in right of Canada, represented by the Minister of Innovation, Science and Industry as an Additional Insured, with respect to liability arising out of the performance of the Services.



3. Professional Liability

- a) The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the Services but, shall have a limit of liability of not less than \$1,000,000 per claim, and be continually maintained from the commencement of performance of the Services until five (5) years after their completion.
- b) Notice of Cancellation of Insurance Coverage: The Consultant shall immediately advise the Contracting Authority in writing upon being informed or in receipt of any notification of a pending cancellation of its professional Liability insurance or of any reduction to the claim limits it maintains.

GC 17 Resolution of Disagreements

1. In the event of a disagreement regarding any aspect of the Services or any instructions given under the Standing Offer and subsequent Call-ups:
 - a) The Consultant may give a notice of disagreement to the Departmental Representative. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Standing Offer and Call-up;
 - b) The Consultant shall continue to perform the Services in accordance with the instructions of the Departmental Representative; and
 - c) The Consultant and the Departmental Representative shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the Consultant's project representative and the Departmental Representative and, secondly and if necessary, at the level of a principal of the Consultant firm and a senior departmental manager.
2. The Consultant's continued performance of the Services in accordance with the instructions of the Departmental Representative shall not jeopardize the legal position of the Consultant in any disagreement.
3. If it was subsequently agreed or determined that the instructions given were in error or contrary to the Standing Offer or Call-up, Canada shall pay the Consultant those fees the Consultant shall have earned as a result of the change(s) in the Services provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the Departmental Representative.
4. The fees mentioned in GC 17.3 shall be calculated in accordance with the Terms of Payment set out in the Standing Offer and the relevant Call-up.
5. If the disagreement is not settled, the Consultant may make a request to the Departmental Representative for a written departmental decision and the Departmental Representative shall give notice of the departmental decision within fourteen (14) days of receiving the request, setting out the particulars of the response and any relevant clauses of the Standing Offer or Call-up.
6. Within fourteen (14) days of receipt of the written departmental decision, the Consultant shall notify the Departmental Representative if the Consultant accepts or rejects the decision.
7. If the Consultant rejects the departmental decision, the Consultant, by notice may refer the disagreement to Mediation.
8. If the disagreement is referred to Mediation, the Mediation shall be conducted with the assistance of a skilled and experienced mediator chosen by the Consultant from a list of mediators proposed by Canada, and departmental Mediation procedures shall be used unless the parties agree otherwise.



9. Negotiations conducted under the Standing Offer and any resulting Call-up, including those conducted during *Mediation*, shall be without prejudice.

GC 18 Amendments

The Standing Offer or any resulting Call-up may not be amended, or modified, nor shall any of its terms and conditions be waived, except by agreement in writing executed by the Consultant and the Contracting Authority.

GC 19 Entire Agreement

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

GC 20 Contingency Fees

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

GC 21 Harassment in the Workplace

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

GC 22 Taxes

1. Federal government departments and agencies are required to pay *Applicable Taxes*.
2. *Applicable Taxes* will be paid by Canada as provided in the invoice submission. *Applicable Taxes* must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which these *Applicable Taxes* do not apply must be identified as such on all invoices. It is the sole responsibility of the Consultant to charge *Applicable Taxes* at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of *Applicable Taxes* paid or due.
3. The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where *Applicable Taxes*, customs duties, and excise taxes are included in the *Contract Price*, the *Contract Price* will be adjusted to reflect any increase, or decrease, of *Applicable Taxes*, customs duties, and excise taxes that will have occurred between bid



submission and contract award. However, there will be no adjustment for any change to increase the *Contract Price* if public notice of the change was given before bid submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change.

5. Tax Withholding of 15 Percent - Canada Revenue Agency

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Consultant in respect of services provided in Canada if the Consultant is not a resident of Canada, unless the Consultant obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Consultant in respect to any tax liability which may be owed to Canada.

GC 23 Changes in the Consultant Team

1. Should an entity or person named in the Consultant's offer as an entity or person who is to perform the *Services* or part of the *Services* be unable to perform or complete the *Services*, the *Consultant* shall obtain the concurrence of the *Departmental Representative* prior to performing or completing the *Services*, or entering into an agreement with another equally qualified entity or person to perform or complete the *Services*, such concurrence not to be unreasonably withheld.
2. In seeking to obtain the concurrence of the *Departmental Representative* referred to in paragraph 1, the *Consultant* shall provide notice in writing to the *Departmental Representative* containing:
 - a) the reason for the inability of the entity or person to perform the *Services*;
 - b) the name, qualifications and experience of the proposed replacement entity or person, and
 - c) if applicable, proof that the entity or person has the required security clearance granted by *Canada*.
3. The *Consultant* shall not, in any event, allow performance of any part of the *Services* by unauthorized replacement entities or persons, and acceptance of a replacement entity or person by the *Departmental Representative* shall not relieve the *Consultant* from responsibility to perform the *Services*.
4. The *Departmental Representative*, with the authority of Canada, may order the removal from the *Consultant* team of any unauthorized replacement entity or person and the *Consultant* shall immediately remove the entity or person from the performance of the *Services* and shall, in accordance with paragraphs 1 and 2, secure a further replacement.
5. The fact that the *Departmental Representative* does not order the removal of a replacement entity or person from the performance of the *Services* shall not relieve the *Consultant* from the Consultant's responsibility to meet all the Consultant's obligations in the performance of the *Services*.

GC 24 Joint and Several Liability

If at any time there is more than one legal entity constituting the *Consultant*, their covenants under the Standing Offer and/or Call-Up shall be considered to be joint and several and apply to each and every entity. If the *Consultant* is or becomes a partnership or joint venture, each legal entity who is a member or becomes a member of the partnership or joint venture or its successors is and continues to be jointly and severally liable for the performance of the work and all the covenants of the *Consultant* pursuant to the Standing Offer and/or Call-Up, whether or not that entity ceases to be a member of the partnership, joint venture or its successor.

GC 25 Performance Evaluation – Contract

1. The performance of the Consultant during and upon completion of the services for each individual Call-up will be evaluated by Canada. The evaluation includes all or some of the following criteria:
 - a. design
 - b. quality of results
 - c. management
 - d. schedule



-
- e. cost
 - f. Indigenous participation plan
2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:
 - a. unacceptable: 0 to 5 points
 - b. not satisfactory: 6 to 10 points
 - c. satisfactory: 11 to 16 points
 - d. superior: 17 to 20 points
 3. The performance evaluation is subject to SP1 and the following instructions below:
 - a. If an overall rating falls between 30% and 60%, a set aside letter is sent to the Consultant, specifying reasons. Consequently, the Consultant may be set aside from new Call-ups for up to one year from the letter's date, regardless of their relative position in the work distribution.
 - b. If the overall rating is below 30%, a set aside letter is sent, informing the Consultant their Standing Offer may be set aside for up to the duration of the Standing Offer period.
 - c. In case the Consultant receives an unacceptable rating for Indigenous participation, a warning letter is issued. This letter informs the Consultant that they may be excluded from new Call-ups for up to one year from the letter's date, regardless of their relative position in the work distribution.

GC 26 International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions (https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng).
2. The Consultant must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Consultant must comply with changes to the regulations imposed during the period of the Call-Up. The Consultant must immediately advise Canada if it is unable to perform the Services as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the parties cannot agree on a work around plan, the Call-Up will be terminated for the convenience of Canada in accordance with terms and conditions of the Standing Offer and/or Call-Up.

GC 27 Integrity Provisions – Standing Offer

The Ineligibility and Suspension Policy (the “Policy”) and all related Directives incorporated by reference into the Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. The Consultant must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada’s website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.

GC 28 Code of Conduct for Procurement – Standing Offer

The Consultant agrees to comply with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms for the period of the Standing Offer and any resulting contracts.



SUPPLEMENTARY CONDITIONS (SC)

SC 1 Language Requirements

1. Communication between *Canada* and the *Consultant* shall be in the language of choice of the *Consultant* team, which shall be deemed to be the language of the *Consultant's* proposal submitted in response to the RFSO.
2. The *Consultant's* *services* during construction tender call (such as addenda preparation, tenderers' briefing meetings, technical answers to questions by bidders, including translation of bidder's questions) shall be provided expeditiously in both languages, as necessary.
3. The *Consultant's* *services* during construction shall be provided in the language of choice of the *Contractor*. The successful *Contractor* will be asked to commit to one or other of Canada's official languages upon award of the *Construction Contract* and, thereafter construction and contract administration services will be conducted in the language chosen by the *Contractor*.
4. Other required services in both of Canada's official languages (such as construction documentation) are described in detail in the Standing Offer Brief.
5. The *Consultant* team, including the Prime *Consultant*, Sub-Consultants and Specialists Consultants shall ensure that the *services* being provided in either language shall be to a professional standard.
6. The *Consultant* must ensure that their personnel are capable of performing the required services and communicating orally and in writing in the language of the jurisdiction (French in Québec, English or French in New Brunswick and English in all other provinces and territories).

SC 2 Security Requirements

1. Before issuance of a call-up, the following conditions must be met if applicable to the project:
 - (a) the Proponent must hold a valid organization security clearance as indicated in the Security Requirements Check List (SRCL);
 - (b) the Proponent's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in the Security Requirements Check List (SRCL);
 - (c) the Proponent must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Proponents are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Proponent to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. Successful Proponent(s) issued a standing offer as a result of this RFSO, not possessing the required security clearance at time of call up, will be bypassed and NRC will proceed to the next consultant who possesses the required security clearance and is furthest away from the ideal business distribution. Refer to the Standing Offer Particulars for information regarding ideal business distribution.
4. For additional information on security requirements, please contact NRC's personnel security administrator at NRC.SS-PersonnelSecurity-SdeS-SecuriteduPersonnel.CNRC@nrc-cnrc.gc.ca



TERMS OF PAYMENT (TP)

- TP 1 Fees
- TP 2 Payments to the Consultant
- TP 3 Delayed Payment
- TP 4 Claims Against and Obligations of the Consultant
- TP 5 No Payment for Errors and Omissions
- TP 6 Payment for Changes and Revisions
- TP 7 Extension of Time
- TP 8 Suspension Costs
- TP 9 Termination Costs
- TP 10 Disbursements

TP 1 Fees

1. Subject to the terms and conditions of the Standing Offer, and in consideration for the performance of the *Services*, Canada shall pay to the Consultant a sum of money calculated in accordance with the fee arrangements identified herein and in section Calculation of Fees (CF).
2. The *Consultant's* fees are only payable when the *Consultant* has performed the *Services* as determined by the *Departmental Representative*. Payment in respect of a *Service*, or part of a *Service*, is not to be deemed a waiver of *Canada's* rights of set-off at law or under this Standing Offer for costs or expenses arising from default or negligence of the *Consultant*.
3. The maximum amount payable under a Call-Up, including fees and disbursements, shall not be exceeded, without the prior written authorization of the Contracting Authority.

TP 2 Payments to the Consultant

1. The *Consultant* shall be entitled to receive progress payments at monthly or other agreed intervals, subject to the limitations of the Call-up, if applicable. Such payments shall be made not later than the due date. The due date shall be the 30th day following receipt of an acceptable invoice.
2. An acceptable invoice shall be an invoice delivered to nrc.invoice-facture.cnrc@nrc-cnrc.gc.ca in the agreed format with sufficient detail and information to permit verification. The invoice shall also identify, as separate items:
 - (a) the amount of the progress payment being claimed for *Services* satisfactorily performed,
 - (b) the amount for any tax calculated in accordance with the applicable federal legislation, and
 - (c) the total amount which shall be the sum of the amounts referred to in TP 2.2(a) and TP 2.2(b).
3. The amount of the tax shown on the invoice shall be paid by *Canada* to the *Consultant* in addition to the amount of the progress payment for *Services* satisfactorily performed.
4. The *Departmental Representative* shall notify the *Consultant* within fifteen (15) *days* after the receipt of an invoice of any error or missing information therein. Payment shall be made not later than thirty (30) *days* after acceptance of the corrected invoice or the required information.
5. Upon completion of each Call-up, the *Consultant* shall provide a Statutory Declaration evidencing that all the *Consultant's* financial obligations for *Services* rendered to the *Consultant* or on the *Consultant's* account, in connection with the Call-up, have been satisfied.
6. Upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, of an alleged non-payment to the *Sub-Consultant*, the *Departmental Representative* may provide the



Sub-Consultant with a copy of the latest approved progress payment made to the *Consultant* for the *Services*.

7. Upon the satisfactory completion of all *Services*, the amount due, less any payments already made, shall be paid to the *Consultant* not later than thirty (30) *days* after receipt of an acceptable invoice, together with the Statutory Declaration in accordance with TP 2.5.

TP 3 Delayed Payment

1. If *Canada* delays in making a payment that is due in accordance with TP 2, the *Consultant* will be entitled to receive interest on the amount that is overdue for the period of time as defined in TP 3.2 including the day previous to the date of payment. Such date of payment shall be deemed to be the date on the cheque given for payment of the overdue amount. An amount is overdue when it is unpaid on the first day following the due date described in TP 2.1.
2. Interest shall be paid automatically on all amounts that are not paid by the due date or fifteen (15) *days* after the *Consultant* has delivered a Statutory Declaration in accordance with TP 2.5 or TP 2.7, whichever is the later.
3. The rate of interest shall be the *Average Bank Rate* plus 3 percent per year on any amount which is overdue pursuant to TP 3.1.

TP 4 Claims Against and Obligations of the Consultant

1. *Canada* may, in order to discharge lawful obligations of and satisfy lawful claims against the *Consultant* by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, for *Services* rendered to, or on behalf of, the *Consultant*, pay an amount from money that is due and payable to the *Consultant* directly to the claimant *Sub-Consultant*.
2. For the purposes of TP 4.1 a claim shall be considered lawful when it is so determined:
 - a) by a court of legal jurisdiction, or
 - b) by an arbitrator duly appointed to arbitrate the said claim, or
 - c) by a written notice delivered to the *Departmental Representative* and signed by the *Consultant* authorizing payment of the said claim or claims.
3. A payment made pursuant to TP 4.1 is, to the extent of the payment, a discharge of *Canada's* liability to the *Consultant* under a specific Call-up and will be deducted from any amount payable to the *Consultant* under any active Call-up.
4. TP 4.1 shall only apply to claims and obligations
 - a) The notification of which has set forth the amount claimed to be owing and a full description of the *Services* or a part of the *Services* for which the claimant has not been paid. The notification must be received by the *Departmental Representative* in writing before the final payment is made to the *Consultant* and within one hundred twenty (120) *days* of the date on which the claimant
 - b) should have been paid in full under the claimant's agreement with the *Consultant* where the claim is for an amount that was lawfully required to be held back from the claimant; or
 - c) performed the last of the *Services* pursuant to the claimant's agreement with the *Consultant* where the claim is not for an amount referred to in TP 4.4(a)(1), and
 - d) the proceedings to determine the right to payment of which shall have commenced within one year from the date that the notification referred to in TP 4.4(a) was received by the *Departmental Representative*.



5. *Canada* may, upon receipt of a notification of claim referred to in TP 4.4(a), withhold from any amount that is due and payable to the *Consultant* pursuant to a Call-up the full amount of the claim or any portion thereof.
6. The *Departmental Representative* shall notify the *Consultant* in writing of receipt of any notification of claim and of the intention of *Canada* to withhold funds pursuant to TP 4.5. The *Consultant* may, at any time thereafter and until payment is made to the claimant, post with *Canada*, security in a form acceptable to *Canada* in an amount equal to the value of the said claim. Upon receipt of such security *Canada* shall release to the *Consultant* any funds which would be otherwise payable to the *Consultant*, that were withheld pursuant to the provision of TP 4.5.
7. The *Consultant* shall discharge all lawful obligations and shall satisfy all lawful claims against the *Consultant* for *Services* rendered to, or on behalf of, the *Consultant* in respect of this Standing Offer at least as often as this Standing Offer requires *Canada* to discharge its obligations to the *Consultant*.

TP 5 No Payment for Errors and Omissions

The *Consultant* shall not be entitled to payment in respect of costs incurred by the *Consultant* in remedying errors and omissions in the *Services* that are attributable to the *Consultant*, the *Consultant's* employees, or persons for whom the *Consultant* had assumed responsibility in performing the *Services*.

TP 6 Payment for Changes and Revisions

1. Payment for any additional or reduced *Services* authorized by the Departmental Representative, prior to their performance, and for which a basis of payment has not been established at the time of execution of the Call-up, shall be in an amount or amounts to be determined by the Departmental Representative, acting reasonably, subject to these Terms of Payment.
2. Payment for additional *Services* not identified at the time of execution of the Call-up shall be made only to the extent that
 - a) the additional *Services* are *Services* that are not included in stated *Services* in the Call-Up; and
 - b) The additional *Services* are required for reasons beyond the control of the Consultant.

TP 7 Extension of Time

If, and to the extent that, the time for completion of the *Construction Contract* is exceeded or extended through no fault of the *Consultant* in the opinion of *Canada*, payment for the *Services* required for such extended period of the contract administration shall be subject to review and equitable adjustment by *Canada*.

TP 8 Suspension Costs

1. In the event of a suspension of any *Services* pursuant to GC 6, General Conditions, *Canada* shall pay:
 - a) for clarity, an amount based on these Terms of Payment, for *Services* satisfactorily performed before the date of suspension; and
 - b) those out-of-pocket costs and expenses that, in the opinion of *Canada*, are substantiated as having been reasonably incurred during the suspension period, as more particularly provided for in TP 8.2, .3, and .4.
2. The Consultant shall minimize all TP8 1(b) out-of-pocket costs and expenses.
3. Within fourteen (14) days of notice of such suspension, the Consultant shall submit to the Departmental Representative a schedule of all out-of-pocket costs and expenses, if any, that the Consultant expects to incur during the period of suspension, and for which the Consultant will request



reimbursement, failing which, the Consultant shall, for all purposes, be deemed to have no such costs and expenses.

4. Save and except for the specified payment provided for in TP8 (1b), if any, the Consultant shall not be paid and has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, the suspension of Services pursuant to GC 6, General Conditions.

TP 9 Termination Costs

1. In the event of termination of any Call-up pursuant to GC 7, General Conditions, Canada shall pay, and the Consultant shall accept in full settlement:
 - a) an amount based on these Terms of Payment, for Services satisfactorily performed before the date of termination; and
 - b) the reasonable out-of-pocket costs and expenses that, in the opinion of Canada, are substantiated as having been reasonably incurred to terminate the Call-Up, as more particularly provided for in TP9 (2), (3), (4) and (5).
2. The Consultant shall minimize all TP 9(1)(b) out-of-pocket costs and expenses.
3. Within fourteen (14) days of notice of such termination, the Consultant shall submit to the Departmental Representative a schedule of all out-of-pocket costs and expenses, if any, reasonably incurred after the date of termination, failing which, the Consultant shall, for all purposes, be deemed to have no such costs and expenses.
4. Payment shall be made to the Consultant only for those out-of-pocket costs and expenses that in the opinion of Canada are substantiated as having been reasonably incurred after the date of termination of the Call-Up.
5. Save and except for the specified payment provided for in TP 9(1), if any, the Consultant shall not be paid any amount and has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, the termination of any Call-up pursuant to GC 7 Termination.

TP 10 Disbursements

1. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately:
 - a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation specified in the Standing Offer Brief;
 - b) standard office expenses such as any photocopying, computer costs, Internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant's main office and branch offices or between the Consultant's offices and other team members offices;
 - c) courier and delivery charges for deliverables specified in the Standing Offer Brief;
 - d) plotting;
 - e) presentation material;
 - f) parking fees;
 - g) taxi charges;
 - h) travel time;



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- i) travel expenses; and
 - j) local project office.
 2. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following disbursements reasonably incurred by the Consultant, that are related to the Services and approved by the Departmental Representative, shall be reimbursed to the Consultant at actual cost:
 - a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Standing Offer Brief;
 - b) transportation costs for material samples and models additional to that specified in the Standing Offer Brief;
 - c) project related travel and accommodation additional to that specified in the Standing Offer Brief shall be reimbursed in accordance with current National Joint Council (NJC) Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?dlabel=travel-voyage&lang=eng&did=10&merge=2>); and
 - d) other disbursements made with the prior approval and authorization of the Departmental Representative.
 - e) External Translation Services
 3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable, shall not exceed the amount entered in the Call-up, without the prior authorization of the Departmental Representative.



CONSULTANT SERVICES (CS)

CS 1 Services

CS 2 Standard of Care

CS 3 Time Schedule

CS 4 Project Information, Decisions, Acceptances, Approvals

CS 5 Changes in Services

CS 6 Codes, By-Laws, Licences, Permits

CS 7 Provision of Staff

CS 8 Sub-Consultants

CS 9 Cost Control

CS 10 Compliance with On-site Measures, Standing Orders, Policies, and Rules

CS 1 Services

The *Consultant* shall perform the *Services* described herein and in any subsequent Call-up, in accordance with the terms and conditions of this Standing Offer.

CS 2 Standard of Care

In performing the services, the Consultant shall provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures developed by professional bodies in the performance of the services at the time when and the location in which the *Services* are provided.

CS 3 Time Schedule

The *Consultant* shall:

- a) submit in a timely manner to the *Departmental Representative*, for approval, a time schedule for the *Services* to be performed, in detail appropriate to the size and complexity of the Project, and in a format as requested by the *Departmental Representative*;
- b) adhere to the approved time schedule and, if changes in the approved time schedule become necessary, indicate the extent of, and the reasons for such changes, and obtain the approval of the *Departmental Representative*.

CS 4 Project Information, Decisions, Acceptances, Approvals

1. The *Departmental Representative* shall provide, in a timely manner, project information, written decisions and instructions, including acceptances and approvals relating to the *Services* provided by the *Consultant*.
2. No acceptance or approval by the *Departmental Representative*, whether expressed or implied, shall be deemed to relieve the *Consultant* of the professional or technical responsibility for the *Services* provided by the *Consultant*.

CS 5 Changes in Services

The *Consultant* shall:

- a) make changes in the *Services* to be provided for the Project, including changes which may increase or decrease the original scope of *Services*, when requested in writing by the *Departmental Representative*; and
- b) prior to commencing such changes, advise the *Departmental Representative* of any known and anticipated effects of the changes on the *Construction Cost Estimate*, *Consultant fees*, *Project Schedule*, and other matters concerning the Project.



CS 6 Codes, By-Laws, Licences, Permits

The *Consultant* shall comply with all statutes, codes, regulations and by-laws applicable to the design and where necessary, shall review the design with those public authorities having jurisdiction in order that the consents, approvals, licences and permits required for the project may be applied for and obtained.

CS 7 Provision of Staff

The *Consultant* shall, on request, submit to the *Departmental Representative* for approval, the names, addresses, qualifications, experience and proposed roles of all persons, including principals, to be employed by the *Consultant* to provide the *Services* identified in the Call-up and, on request, submit any subsequent changes to the *Departmental Representative* for approval.

CS 8 Sub-Consultants

1. The *Consultant* shall:
 - a) prior to any Call-up notify the *Departmental Representative* of any other sub-consultants with whom the *Consultant* intends to enter into agreements for part of the *Services* and, on request, provide details of the terms, and *Services* to be performed under the said agreements and the qualifications and names of the personnel of the *Sub-Consultants* proposed to be employed on any Call-up;
 - b) include in any agreements entered into with sub-consultants such provisions of this Standing Offer as they apply to the *Sub-Consultants'* responsibilities; and
 - c) upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, inform the *Sub-Consultant* of the *Consultant's* obligations to the *Sub-Consultant* under this Standing Offer.
2. The *Departmental Representative* may object to any *Sub-Consultant* within six (6) days of receipt of notification given in accordance with CS 8.1(a) and, on notification of such objection, the *Consultant* shall not enter into the intended agreement with the *Sub-Consultant*.
3. Neither an agreement with a *Sub-Consultant* nor the *Departmental Representative's* consent to such an agreement by the *Consultant* shall be construed as relieving the *Consultant* from any obligation under this Standing Offer or subsequent Call-ups, or as imposing any liability upon *Canada*.

CS 9 Cost Control

If the *services* required under a call-up are for a construction project, the following may apply:

1. Throughout Project development, the *Construction Cost Estimate* prepared by the *Consultant* shall not exceed the *Construction Cost Limit*.
2. In the event that the *Consultant* considers that the *Construction Cost Estimate* will exceed the *Construction Cost Limit*, the *Consultant* shall notify the *Departmental Representative* and
 - a) if the excess is due to factors under the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and at no additional cost to *Canada*, make such changes or revisions to the design as may be necessary to bring the *Construction Cost Estimate* within the *Construction Cost Limit*; or
 - b) if the excess is due to factors that are not under the control of the *Consultant*, changes or revisions may be requested by the *Departmental Representative*. Such changes or revisions shall be undertaken by the *Consultant* at *Canada's* expense, and the cost involved shall become an amount to be mutually agreed, prior to performance of the said changes or revisions.



3. If the lowest price obtained by bid process or negotiation exceeds the *Construction Cost Limit*, and if the excess is due to reasons within the control of, or reasonably foreseeable by the *Consultant*, the *Consultant* shall, if requested by the *Departmental Representative*, and without additional charge, be fully responsible for revising the Project scope and quality as required to reduce the construction cost and shall modify the construction documents as necessary to comply with the *Construction Cost Limit*.

CS 10 Compliance with On-site Measures, Standing Orders, Policies, and Rules

The *Consultant* must comply and ensure that its employees and *subconsultants* comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.



CALCULATION OF FEES (CF)

CF 1 Fee Arrangement(s) for Services

1. The fee to be paid to the *Consultant* for the *Services* pursuant to any Call-up, shall be determined by one or more of the following methods:
 - a) Fixed Fee:
The fixed fee will be established by multiplying the applicable hourly rate(s) by the number of hours, negotiated and agreed to by the *Departmental Representative* and the *Consultant*.
 - b) Time Based Fee to an Upset Limit:
An upset limit will be established by the *Departmental Representative*, and the *Consultant* will be paid for actual work performed using the applicable hourly rate(s) for such work.

7. Maximum Amount(s) Payable

The maximum amount(s) that applies (apply) to *the Services* to be carried out at the fixed hourly rates shall be as specified in the Call-up, which amount(s) shall not be exceeded without the prior authorization of *the Departmental Representative* with the approval of Canada.

CF 2 Payments for Services

1. Payments in respect of the fixed fee shall be made upon satisfactory performance of the *Services* but such payments shall not exceed the amount(s) as specified in the Call-up, for each *Service*.
2. Payments in respect of the time-based fee arrangement shall be made upon satisfactory performance of the *Services* but such payments shall not exceed the amount(s) as specified in the Call-up, for each *Service*.
3. Progress payments, in respect of all fee arrangements, shall be made in accordance with TP 2, Terms of Payment, of the Standing Offer, but such payments shall not exceed the value of the fee indicated for each *Service* under consideration.
4. If, for reasons attributable to the *Consultant*, a price cannot be obtained by a tender or negotiation within the *Construction Cost Limit*, or acceptable to the *Departmental Representative* for the award of the *Construction Contract*, the *Consultant* shall be entitled to receive payment for the tender call, bid evaluation and construction contract award *Services*, only when the requirements of CS 9.3, Consultant Services and Departmental Responsibilities, have been met.



**STANDING OFFER BRIEF
MECHANICAL AND ELECTRICAL ENGINEERING SERVICES**

**AGREEMENT DESCRIPTION (AD)
AGREEMENT ADMINISTRATION (AA)
REQUIRED SERVICES (RS)**



AGREEMENT DESCRIPTION (AD)

AD 1 Overview

AD 1.1 Introduction

AD 1.2 Background

AD 1.3 Consultant Team – Mechanical and Electrical Engineering Services

AD 1.4 Language Requirements

AD 1 Overview

AD 1.1 Introduction

As part of the Real Property Planning and Management Branch (RPPM), the National Research Council (NRC) has an in-house engineering and construction team that includes an Engineering Services group and a Project Delivery group responsible for complete project services, including producing construction documents and managing construction projects and contracts. These include projects that are part of NRC programs as well as general renewal projects to support NRC infrastructure.

The Office of Facilities Renewal and Management (OFRM) is responsible for the oversight of facility renewal management and real property as part of the modernization of the NRC to better invent, innovate and prosper.

Please refer to the NRC website for detailed information on the NRC's programs, services and areas of research: <https://nrc.canada.ca>

AD 1.2 BACKGROUND

The NRC is the Government of Canada's largest research organization supporting industrial innovation, the advancement of knowledge and technology development, and fulfilling government mandates. With research facilities and expert staff in every province, for over 100 years the NRC has been helping businesses and government. We partner with over 800 companies a year, applying research and development (R&D) to their pressing challenges and opportunities. We provide advice and funding through our Industrial Research Assistance Program to over 7,500 small and medium enterprises. The NRC supports industrial innovation, the advancement of knowledge, and government priorities, including Canada's inclusive Innovation and Skills Plan.

The NRC is a Government of Canada organization and reports to Parliament through the Minister of Innovation, Science and Economic Development Canada. The NRC partners with Canadian industry to take research impacts from the lab to the marketplace, where people can experience the benefits. This market-driven focus delivers innovation faster, enhances people's lives and addresses some of the world's most pressing problems. We are responsive, creative and uniquely placed to partner with Canadian industry, to invest in strategic R&D programming that will address critical issues for our future.



AD 1.3 CONSULTANT TEAM – MECHANICAL AND ELECTRICAL ENGINEERING SERVICES

1. The Consultant Team for this Standing Offer must be capable of providing the Mechanical and Electrical Engineering Services listed in the *Required Services* (RS 2).
2. The duties and responsibilities of the project team classification levels are described in Table 1 below:

Table 1.

CLASSIFICATION LEVEL	RESPONSIBILITIES
Principal	Act as the main client liaison for the NRC for contract delivery under the Standing Offer Agreement (see 'Consulting Standing Offer Manager').
Senior Engineer	Act as the main client liaison for the NRC for project delivery and coordination.
	Provide senior input into the project requirements.
	Ensure project is completed on time, on budget, within scope and in accordance with NRC's quality standards and requirements.
Engineer	Review all deliverables.
	Develop and implement the logistic plans to complete the work and ensuring that the schedule is met.
	Primary Design Role.
	Manage and co-ordinate preparation of deliverables.
Senior Engineering Technologist	Secondary Design Role.
	Majority of CADD work.
Engineering Technologist	Assist with CADD work.
Administration	Provide team with administrative support.

AD 1.4 Language Requirements

The Consultant must ensure that their personnel are capable of performing the required services and communicating orally and in writing in the language of the jurisdiction (French in Québec, English or French in New Brunswick and English in all other provinces and territories).



AGREEMENT ADMINISTRATION (AA)

AA 1 General Information

- AA 1.1 Roles and Responsibilities**
- AA 1.2 Coordination with Departmental Representative**
- AA 1.3 Health and Safety**
- AA 1.4 Project Response Time Requirements**
- AA 1.5 Official Languages**

AA 2 Functional Requirements

- AA 2.1 Design Codes, Regulations and Reference Documents**
- AA 2.2 Project Delivery Approach**
- AA 2.3 Media**
- AA 2.4 Confidentiality**
- AA 2.5 General Project Deliverable**
- AA 2.6 Acceptance of Project Deliverables**

AA 1 General Information

AA 1.1 Roles and Responsibilities

AA 1.1.1 Departmental Representative

1. The Project Manager assigned to the project is the Departmental Representative.
2. The Departmental Representative, as determined on a project-by-project basis, has overall responsibility for the progress of the project, including management, administration and coordination of the activities in the Standing Offer, in accordance with the Standing Offer Brief, and the Project-specific Statement of Work.

AA 1.1.2 Consultant

1. The Consultant shall be responsible for the project delivery of the Consultant Team's services, including management, administration, coordination and reporting of the activities by the Consultant Team as set out in this document.
2. The Consultant shall be responsible for gathering and identifying the needs of the client department/agency and incorporating those needs into the required project deliverables once written acceptance is issued by the Departmental Representative.
3. The Consultant shall establish and maintain, throughout the duration of each project, a team capable of effectively delivering the services described in this document.
4. The Consultant shall deliver the project within the time frame and assigned budget in accordance with the approved plan agreed to by the Departmental Representative.
5. Upon execution of the Consultant Call-Up, the Consultant shall be responsible for producing all work described in the Call-up document, in a conscientious and professional manner.
6. The Consultant shall ensure timely commencement and deliveries of every portion of all projects, and timely overall project completion on each call-up;



7. The Consultant shall ensure quick response time, prompt execution and on-schedule completion of all work by all members of the Consultant Team, including, if necessary, rapid replacement of notably under-performing personnel and/or sub-consultants;
8. The Consultant shall coordinate project requirements with any other adjacent and site work that may be underway.

AA 1.1.2.1 Consultant Standing Offer Manager

The Consultant Standing Offer Manager, who is permanently based at the Consultant's location, and holds a Principal position in the Consultant's organization, at minimum shall:

1. Be the primary contact and the recipient of individual call-ups under the Standing Offer, and be the formal issuer of Consultant's proposal or refusal in regards to all call-ups;
2. Ensure that each individual call-up is responded to with a binding "yes" or a "no" within two (2) working days of its issue to the Consultant, and confirm that the Consultant team is available to begin work within two (2) weeks.
3. If applicable, schedule a Scope Review meeting with the Departmental Representative no later than five (5) business days following the initial call-up to review in detail the scope of work for the particular call-up.
4. Following the Scope Review meeting, the Consultant Standing Offer Manager shall ensure that the call-up proposal for required services is submitted by the Consultant within five (5) business days, including a work plan with a fixed fee proposal, unless requested otherwise by the Departmental Representative. At the discretion of the Departmental Representative, the Consultant Standing Offer Manager may be asked to submit an estimated cost proposal included proposed hours for each classification level and a task schedule with work being completed on a time and material basis.
5. Be the primary contact for the Departmental Representative regarding performance and/or quality issues arising during a call-up project execution by the Consultant Team. A maximum response/contact time of three (3) business days is required at all times from the Standing Offer Manager and their team;
6. Disseminate performance and quality issues to pertinent parties within the Consultant Team and ensure that problems and difficulties are quickly and permanently resolved;
7. Ensure high quality of work delivered by the Consultant Team at all times, through on-going internal Quality Reviews. Ensure proper coordination of work and deliverables between all disciplines;
8. Ensure on-going fiscal responsibility of all members of the Consultant Team;

The Contracting Authority and the Departmental Representative must be informed in writing by the Consultant of a departure of Consultant's Standing Offer Manager within five (5) working days of such departure. Replacement of a Consultant Standing Offer Manager must be approved by the Departmental Representative.



AA 1.1.3 General Instructions

For any of the services listed in RS 2, Required Services, the Consultant shall:

1. Attend/Chair regular project status meetings during the life of the project and prepare and distribute minutes within three (3) business days after the meeting.
2. Submit project progress reports, including scope, schedule and cost to the Departmental Representative, as required per individual Call-up.
3. When the client requests a change that may alter the scope of work or add to the cost of the project, and/or the cost of services, request approval of the Departmental Representative prior to incorporation in the design.

AA 1.2 Coordination with Departmental Representative

The Consultant shall:

1. Carry out services in accordance with approved documents and directions given by the Departmental Representative.
 2. Correspond only with the Departmental Representative at the times and in the manner dictated by the Departmental Representative.
 3. Ensure all communications include the appropriate Project Title, Project Number and File Number depending on the project particulars.
1. Advise the Departmental Representative immediately of any changes that may affect schedule or budget, or are inconsistent with instructions or written approvals previously given. The Consultant shall detail the extent and reasons for the changes and obtain written approval from the Departmental Representative before proceeding.

AA 1.3 Health and Safety

1. NRC recognizes its obligation to protect health and ensure safety of all persons working on projects for which it manages consultant and construction contracts. It also recognizes that federal occupational health and safety legislation places certain specific responsibilities upon NRC as the employer and on Other Government Departments as owners of the work place.
2. In order to meet those responsibilities, NRC insists that their consultants implement due diligence to help ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupational Health and Safety Regulations are implemented and observed when involving consultant staff to undertake works on federal sites and work places.
3. The detailed corporate health and safety policy as submitted in the Consultant's Proposal for M5: Health & Safety Policy shall be adhered to during the project, unless otherwise requested at time of Call-up. All relevant safety policies, guidelines and emergency response actions shall be included. Adherence to the health and safety measures specific in that plan shall be mandatory for all on-site personnel and all site visitors.



AA 1.4 Site Access and Security Requirements

1. At the project outset, the Proponent shall immediately contact the NRC Departmental Representative to obtain the necessary permission to access the sites. NRC typically requires at least one (1) business day advanced notice to access the sites but given the nature of NRC's business, additional notice may be required. Initiated by the NRC Departmental Representative, site access coordination may be through the NRC building coordinator.
2. All company and sub-contractor personnel will be required to obtain and maintain a security clearance by a Federal Government Department (Reliability Status) prior to accessing any NRC site.

AA 1.5 Project Response Time Requirements

1. The Consultant, in agreeing to accept the Call-up, will be provided the scope of services and given a reasonable deadline for submission of a proposal. The proposal submission deadline will be five (5) business days unless otherwise established by the Departmental Representative.
2. Canada reserves the right to contract separately with other firms/consultants should the Consultant fail to meet the submission deadline in a timely manner.
3. The consultant must be able to demonstrate the availability of adequate resources within their proposed team(s) to deliver the scope of services outlined in this Standing Offer in a timely fashion.
4. It is a requirement of all projects covered under this Standing Offer that the prime consultant and their proposed sub-consultants be personally available to attend meetings and respond to inquiries within 72 hours of being given notice by the Departmental Representative.

AA 1.6 Official Languages

Standing Offer deliverables such as Drawings, Specifications, addenda, site instructions, contemplate change notices and any other deliverables prepared by the Consultant will be prepared in both official languages whenever it is identified that the document will become a tender document in a public bid or otherwise released to the public. A professional seal will be affixed to both language versions of the documents. All translated documents must be of a professional standard and equal quality in both official languages. If there is a discrepancy between the translated documents during construction services, the original document will take precedence and any errors in translation will be at Consultant's cost.

For documents with professional seals (e.g. P.Eng seals), a written confirmation by the Consultant must indicate that the translated content adheres to all applicable provincial or territorial requirements with respect to the document's translation including any statutory or regulatory provisions, as well as requirements of the professional association.

For additional details on terms and conditions related to language requirements apart of required services under official languages is set out in SC 1 language requirements.

For clarification, the Consultant is to seek clarification from the NRC Departmental Representative.



However, requirements will be clearly conveyed during each call-up. Costs associated with external translation will be billed to NRC as per TP 10.2 Disbursements. As it is difficult to quantify the translation costs at the beginning of a project please include, as a separate line item, an estimate of the translation's costs (where required) with your call-up fee letter.

AA 2 Functional Requirements

AA 2.1 Design Codes, Regulations and Reference Documents

1. The Consultant shall Adhere to the most recent versions of all applicable codes, regulations, by-laws and decisions of "authorities having jurisdiction," with precedence given to those produced at the national level, such as the latest published National Building Code.

Where codes, regulations, by-laws and decisions of "authorities having jurisdiction" overlap, adhere to the most stringent.

2. The Consultant shall comply with all statutes, codes, regulations, and by-laws applicable to the design, and, where necessary, shall review the design with those public authorities having jurisdiction (AHJ) in order that the consents, approvals, licenses and permits required for the project may be applied for and obtained.
3. The Consultant has the option of consulting other design codes and is expected to utilize new developments in Engineering whenever they appear appropriate in accordance with proper engineering judgment and practice but must provide documented evidence of suitability satisfactory to the Departmental Representative.

AA 2.2 Project Delivery Approach

1. Unless otherwise specified in the Call-Up, a design and tender approach will be used. The Consultant may be required to prepare the tender package and ensure full coordination.

AA 2.3 Media

1. The Consultant shall not respond to requests for project related information or questions from the media. Such inquiries are to be directed to the Departmental Representative.

AA 2.4 Confidentiality

2. Information, data, photos, videos, drawings, etc. gathered as part of any call-up shall be treated as confidential and shall be made available only to NRC or as authorized in writing by the NRC Departmental Representative.
3. Any photos, videos, plans or documents provided as reference materials by NRC to the Proponent remain the property of NRC, and shall not be used, shared, or sold to any group for any other project except upon written authorization of the NRC Departmental Representative. All such reference materials must be returned to the NRC Departmental Representative at the end of each call-up.

AA 2.5 General Project Deliverables

1. Where deliverables and submissions are required under the Call-Ups, they shall be submitted in accordance with the Standing Offer. Additional details and/or requirements may be specified in the Call-Up.
2. All specifications, drawings, Building Information Modelling, and other deliverable documentation will be generated and distributed in alignment with the latest edition of "*RPPM Engineering & Construction CADD Standards*", Annex A to the Standing Offer, as well as the



latest edition of the “*RPPM Engineering & Construction Documentation and Deliverables Manual*” Annex A to the Standing Offer.

3. The schedule for the delivery of services will be determined at the time of each individual Call-up.

AA 2.6 Acceptance of Project Deliverables and Post-Work Evaluation

1. The project delivery process entitles NRC to review work. NRC reserves the right to reject undesirable or unsatisfactory work. The Consultant must obtain Departmental Representative acceptance during each of the project stages.

NRC may provide comments / feedback and ask questions or requests for information, documentation, engineering calculations, justification and basis of engineering decisions from the Consultant. All such comments, questions and requests must be addressed by the Consultant in the final revised submission. All engineering calculations, supporting documentation and computer models developed and used by the Consultant shall be provided to NRC together with final submission or whenever requested.

2. Acceptances indicate that based on a general review of material for specific issues, the material is considered to comply with governmental and departmental objectives and practices, and that overall project objectives are being satisfied.
3. The acceptance does not relieve the Consultant of professional responsibility for the work and compliance with the contract.
4. NRC acceptance does not prohibit rejection of work determined to be unsatisfactory at later stages of review. If progressive design development or time / cost / risk updates or technical investigation reveals that earlier acceptances must be withdrawn (as a result of undiscovered Consultant mistake, error or disregard of requirements/requests), the Consultant is responsible for redesigning work and resubmitting for acceptance at the Consultant's cost.
5. Acceptances by the Client / Users and other agencies and levels of government must be obtained to supplement NRC acceptances. The Consultant shall assist the Departmental Representative in securing all such acceptances and adjust all documentation as required by such authorities.
6. After the completion of each call-up, the Departmental Representative will complete *Appendix G – Consultant Performance Evaluation Report Form*, which will be shared with the Proponent. As noted in GC 25 Performance Evaluation – Contract, if certain minimum scores are not achieved, the Consultant may be set aside from future call-ups.



REQUIRED SERVICES (RS)

RS 1 General Information

RS 1.1 General

RS 1.2 Location Availability

RS 1.3 Review, Investigation and Design

RS 1.4 Testing and Inspection

RS 1.5 As-Built and Record Information

RS 2 REQUIRED SERVICES

RS 2.1 Mechanical and Electrical Engineering Services Description

RS 2.1.1 Condition Review, Assessment and Reporting

RS 2.1.2 Feasibility Studies

RS 2.1.3 Preparation of Cost Estimates

RS 2.1.4 Preparation of Project Schedules

RS 2.1.5 Mechanical Design Services

RS 2.1.6 Electrical Design Services

RS 2.1.7 Energy modelling and life-cycle costing analysis

RS 2.1.8 Contract Document Services

RS 2.1.9 Additional Services

RS 2.1.10 Sub-Consultant/Specialist Coordination



RS 1 General Information

Call-Ups may include any or all of the services identified in section RS 2, Required Services.

RS 1.1 General

All design criteria shall be in accordance with the current edition of reference codes and standards in effect on the date of tendering.

For material properties (both physical and chemical), methods of fabrication, tests, etc. reference should be made to the latest editions of CSA the Canadian Standards Association Standards and CGSB the Canadian General Standards Board Specifications, including standard number and date of the issue, etc.

RS 1.2 Location Availability

The Consultant team is required to be available on-site at the project location within two (2) days of request of the Departmental Representative. This provision does not apply to remote locations, where the timeframe required may exceed 2 days and will be indicated at time of call-up.

RS 1.3 Review, Investigation and Design

All material and testing reports must be reviewed by NRC. Any comments and requirements must be satisfactorily addressed by the Consultant, and conform to the requirements of the Project Brief and/or Terms of Reference.

RS 1.4 Testing and Inspection

A Departmental Representative may be appointed and engaged by NRC to ensure that the work is performed in accordance with Plans and Specifications and to maintain records. A testing company will be engaged for testing materials used in the works, including environmental testing, where necessary.

RS 1.5 As-Built and Record Information

Applicable as-built information shall be provided by the Departmental Representative. Record drawings and specifications are updated originals prepared by the Consultant based on the information supplied in the as-built.

RS 2 REQUIRED SERVICES

RS 2.1 Mechanical and Electrical Engineering Services Description

RS 2.1.1 Condition Review, Assessment and Reporting

The consultant shall:

1. Identify, obtain, review and analyze existing documentation, field reports, and relevant testing and monitoring pertinent to the project;
2. Identify consulting team and arrange site access;
3. Identify and conduct a visual review of all mechanical and electrical systems and assets;
4. Identify all attributes that relate to the asset or system condition, including but not limited to:
 - a. Current age of equipment, expected life span, any code compliance issues, functional compliance issues, operational compliance issues;
5. Identify remedial or mitigative actions or efforts required to improve functionality;
6. Provide a Building Condition Report or equivalent outlining all information above along with any recommendations related to asset/system functionality.



RS 2.1.2 Feasibility Studies

The consultant shall:

1. Identify, obtain, review and analyze existing documentation, field reports, and relevant testing and monitoring pertinent to the project;
2. Identify site and utility infrastructure;
3. Identify local, provincial, national authorities having jurisdiction;
4. Identify all applicable codes, regulations and standards;
5. Prepare a Feasibility Report including (but not limited to) the following information:
 - a. Project brief, including problem statement;
 - b. Site Analysis;
 - c. Analysis of a minimum of three (3) potential solutions (options);
 - d. Development of options, including a "Status Quo" option;
 - e. Analysis of energy use, utility costs and GHG emissions;
 - f. Analysis of risks, benefits and project constraints;
 - g. Cost Analysis, including life cycle costing;
 - h. Recommendation.

RS 2.1.3 Preparation of Cost Estimates

The consultant shall:

1. Provide Indicative and/or Substantive Cost Estimates (ROM, Class D/C/B/A) as required;
2. Indicate margin of error;
3. Provide key project assumptions or challenges that may impact cost estimates;
4. Provide parametric or elemental cost breakdowns as required;
5. Provide rationale, cost data and/or drivers for project cost estimates (escalation, trade availability, construction management fees, design allowances, etc...).

RS 2.1.4 Preparation of Project Schedules

The consultant shall:

1. Provide detailed, tasked oriented Project Schedules using Microsoft Project or approved alternative;
2. Provide all necessary sequencing (identify successors and predecessors for all tasks);
3. Provide and present critical path activities;
4. Monitor and update the Project Schedule, delineating any challenges to critical path activities, as well as any "float" or available project lead time;
5. Provide 'milestone' schedule indicating all critical gating processes;
6. Provide recommendations to make project schedule more efficient and streamlined.

RS 2.1.5 Mechanical Design Services

Mechanical Design Services required by the Consultant may include:

1. Provide mechanical design services, including HVAC system design, plumbing system design, fire protection system design, compressed air, process gasses, laboratory design, and controls;
2. Provide mechanical design services at various project design stages (pre-design reporting, functional programming and conceptual design, schematic design, detailed design, construction drawings);
3. Provide building system commissioning and verification;
4. Provide mechanical expertise and design services related to high performance, low energy design principles and 'green' systems, including but not limited to: load reduction strategies; efficient equipment and systems that are right sized, minimize pressure drop, use highly effective ventilation energy recovery, and dynamic demand-responsive controls; dedicated outdoor air systems; low temperature hydronic heating system design (e.g., $\leq 130^{\circ}\text{F}$ supply); hybrid heating plants that prioritize electrification via heat recovery chillers and heat pumps (e.g., waste heat reclaim, ground, or air-source); geo-exchange field design; heat pump water heaters; low GWP refrigerant systems; adiabatic and electric humidification technologies; thermal energy storage technologies; and load shedding / curtailment strategies;



5. Provide mechanical design services related to waste and wastewater treatment;
6. Provide mechanical design services as they relate to specialized laboratory processes (clean rooms, biohazard containment and safety, etc...);
7. Provide mechanical design services as they relate to fuel facility design;
8. Provide mechanical design services as they relate to steam generation and low temperature hot water, as well as distribution;
9. Provide code analysis, including verification of design/system compliance with all applicable codes, regulations and standards, and verification of design/system compliance with the requirements of local, provincial and national authorities having jurisdiction;
10. Provide building energy assessment and efficiency review, analysis, planning and design. Assist in integrated design processes, recommend energy efficient strategies and mechanical design services to improve building energy efficiency;
11. Evaluate laboratory ventilation practices and procedures and provide risk assessments to optimize occupant safety and energy efficiency;
12. Provide mechanical expertise and design services as they relate to climate change impacts and adaptations;
13. Provide mechanical design services as they relate to the abatement of designated substances and hazardous materials (specifications, etc...);
14. Provide mechanical design services as they relate to equipment planning (utility connections, etc...).

RS 2.1.6 Electrical Design Services

Electrical Design Services required by the Consultant may include:

1. Provide electrical design services, including power systems design, distribution and load planning (including site distribution systems), fire alarm design, life safety and emergency egress illumination, security, telecommunication and networking systems, lighting systems and controls design, emergency and standby power design, grounding design;
2. Provide electrical design services at various project design stages (pre-design reporting, functional programming and conceptual design, schematic design, detailed design, construction drawings)
3. Provide building system commissioning and verification;
4. Provide electrical expertise and design services related to 'green' systems, including electrification of heating systems and renewable energy systems (e.g. solar and wind power);
5. Provide electrical expertise and design services as they relate to cabling and security;
6. Provide code analysis, including verification of design/system compliance with all applicable codes, regulations and standards, and verification of design/system compliance with the requirements of local, provincial and national authorities having jurisdiction;

RS 2.1.7 Energy modelling and life-cycle costing analysis

The Consultant shall:

1. Provide life-cycle cost analysis, accounting all costs, including cost of construction, operation and maintenance costs, energy and utility costs, cost imposed by GHG emissions (carbon tax), and all other known project costs;
2. Assess the total cost of asset ownership;
3. Identify and evaluate the costs and benefits of alternative options and strategies;
4. Model energy systems and/or buildings for mechanical analysis in order to quantify utility consumption and demand savings, associated utility costs, and greenhouse gas emissions and inform decision-making in alignment with Federal and Departmental strategies, such as the Federal Sustainability Development Strategy, the Greening Government Strategy, etc...;
5. Energy modelling methodology to follow Part 8 of the National Energy Code of Canada for Buildings and established industry best practices;
6. Energy simulation to be performed using Energy Plus, IESVE, eQuest or other pre-approved energy modeling software that meets the following criteria:



-
- a. conforms to ASHRAE Standard 140 – Standard Method of Test for the Evaluation of Building Energy Analysis Computer Programs,
 - b. performs annual simulation on an hourly or sub-hourly time step,
 - c. uses the most recent Canadian Weather File for Energy Calculations (CWEC) and accepts custom weather files, and
 - d. is of a level of sophistication that does not limit the ability to assess the energy performance of the building systems under consideration;
7. The energy modelling professional must have experience with the simulation tool selected (including its limitations), and the professional must validate the simulation inputs and assumptions, and provide a quality assurance of the simulation results;
 8. Prepare energy modelling report that include: an overview of key energy efficiency features/options, simulation results, and detailed input summary; and
 9. Provide recommendations for maintenance planning, upgrades and replacement of major building components.

RS 2.1.8 Contract Document Services

Mechanical Engineering services required by the Consultant may include:

1. Provide contract document services including preparation of construction drawings, drawings issued for permit (IFP), issued for tender (IFT) and/or issued for construction (IFC);
2. Supervise Tender Coordination, including coordination of bid packages;
3. Provide Site Inspection services as they relate to the Mechanical discipline;
4. Provide shop drawing review;
5. Provide mechanical expertise and technical support during construction;
6. Create and/or update electronic “as-built” record documentation.

RS 2.1.9 Additional Services

The Consultant shall:

If required, any additional services will be identified at the time of each individual Call-up, and the consultant will be responsible for the provision and management of these additional services.

RS 2.1.10 Sub-Consultant/Specialist Coordination

The Consultant shall:

Coordinate and manage the services of additional sub-Consultants/Specialists required to complete project requirements in support of the requested services under a Call-Up.



SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

- SRE 1 General Information**
- SRE 2 Proposal Requirements**
- SRE 3 Submission Requirements and Evaluation**
- SRE 4 Price of Services**
- SRE 5 Total Score**
- SRE 6 Submission Requirements - Checklist**



SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

An 'overview of the selection process' can be found in General Instructions to Proponents (GI 8).

Details on indigenous participation can be found in Appendix D – Selection Process.

1.2 Submission of Proposals

The Proponent is responsible for meeting all submission requirements. Please follow detailed instructions in "Submission of Proposal", General Instructions to Proponents (GI 9).

1.3 Evaluation Procedures

An evaluation team composed of NRC Representatives will evaluate the proposals.

1.3 Calculation of Total Score

For this Standing Offer the Total Score will be established as follows:

Technical Rating	X	70%	=	Technical Score (points)
Price Rating	X	30%	=	Price Score (points)
<hr/>				
Total Score				Max. 100 points

SRE 2 PROPOSAL REQUIREMENTS

2.1 Requirement for Proposal Format

Provide all proposals in PDF electronic format as follows:

Section I: Technical Proposal; and
Section II: Price Proposal.

2.2 Page Limitation

The maximum number of pages (including text and graphics) to be submitted for the Rated Evaluation Criteria under SRE 3.2 are indicated below:

Maximum 1 page: per Curriculum Vitae (CV);
Maximum 1 page: per Sample Project;
Unlimited: Health and Safety Policy; and
Unlimited: Indigenous Participant Plan.

The following are not part of the page limitation mentioned above;

- Price Proposal Form (Appendix B)
- Team Identification (Appendix C)
- Indigenous Participation and Business Certification (Appendix E and F)
- Generic Evaluation Matrix (Appendix I)
- Licensing, Certification and Authorization documentation
- Cover Page
- Table of Contents indicating location of each Mandatory and Evaluated Criteria element

Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the Offer and will not be forwarded to the NRC Evaluation Board members for evaluation.



SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

Failure to meet the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out. If the following Mandatory requirements are not submitted with the Proposal, Canada will provide a timeframe by which it must be provided. Failure to provide the requested information within the specified timeframe will render the Proposal non-responsive.

3.1.1 M1: Professional Accreditation: Licensing, Certification or Authorization

The Proponent shall be authorized to provide Mechanical and Electrical Engineering services and must hold a valid Certificate of Authorization (or equivalent permit) as required to be registered and provide professional engineering services in accordance with provincial or territorial jurisdiction.

Proponents must identify at least one provincial or territorial certification (or equivalent permit) where authorized to provide professional engineering services, and indicate how they intend to meet the requirement for the alternate locations designated in their Proposal.

3.1.2 M2: Experience

The Proponent's Principal, Senior Engineer, and Senior Engineering Technologist must each demonstrate a minimum of 10 years of experience by the RFSO closing date in the Mechanical and Electrical Engineering disciplines.

3.1.3 M3: Project Team

The Proponent must fill out Table 1. Mechanical, and Table 2. Electrical in Appendix C –Team Identification and submit a completed form with their proposal

3.1.4 M5: Health & Safety Policy

As stipulated in AA 1.3, a Health and Safety Policy must be provided by the Proponent, which would be applicable to any resulting work under the Standing Offer and must include at a minimum:

- responsibilities of appropriate personnel in maintaining a healthy and safe workplace to protect the well-being of all on-site personnel and sub-consultants;
- accountabilities of all levels of management for carrying out health & safety responsibilities;
- the importance of consultation and co-operation between management and employees for effective implementation of health and safety policies and any related programs;
- commitment to monitor the policy's effectiveness by having a method for setting and reviewing Occupational Health and Safety objectives and targets, and

3.2 RATED EVALUATION CRITERIA

Proposals meeting the mandatory requirements will be evaluated in accordance with the following criteria. The clarity of the Proposal writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response).

3.2.1 R1: Project Experience

1. *What we are looking for:*
The Proponent should demonstrate their experience by providing, three (3) detailed Mechanical and Electrical Engineering projects completed in accordance with the



Required Services listed in RS 2.0 within the last five (5) years. A focus on laboratory and researching building projects, and industrial building recapitalization projects is an asset.

3. *What the Proponent should provide:*

- a) Three (3) Sample projects completed by bid closing within the last five (5) years, including the following:
- Project description and typology;
 - Disciplines involved;
 - Stakeholders involved;
 - Services provided, as they relate to Section RS 2.0
 - Start and completion date.
 - Total cost of project.

4. If more than three projects are provided, only the first three projects will be evaluated.

5. In the case of a joint venture submission, the project experience must outline the contribution of each member and for evaluation purposes...

6. Proponents who submit project experience as part of a joint venture must explicitly specify the scope of their individual contribution to that joint venture. Evaluation will focus solely on the responsibilities undertaken by the proponent's contribution of that joint venture.

3.2.2 R2: Senior Engineer Qualifications and Overall Experience

1. *What we are looking for:*

The Proponents' proposed Senior Mechanical and Electrical Engineer's qualifications and overall experience.

2. *What the Proponent should provide:*

CVs that demonstrate:

- educational background;
- memberships in professional associations and relevant certifications;
- experience in years within the Mechanical/Electrical discipline;
- list of 5 past projects (commercial, industrial and institutional, which can include samples projects in R1), including brief description, budget and role(s);
- relevant experience with Federal Government projects;

3.2.3 R3: Sample Project Schedule

1. *What we are looking for:*

The Proponent should provide one project schedule, demonstrating a thorough understanding of the level of detail and complexity of a typical construction project schedule.

2. *What the Proponent should provide:*

- An example of a typical construction project schedule, from conception to final completion, detailing major milestones, critical path elements, and associated timelines. For the purpose of this exercise, the complete project cycle is 12 months. If more than one project schedule is provided, only the first project schedule will be evaluated.

3.2.4 R4: Indigenous Participation Plan and Engagement

1. *What we are looking for:*

Direct involvement of the Consultant through future work as a result of this standing offer, and their previous commitments that aim(ed) to ameliorate Indigenous individuals, firms



and communities through various methods including, but not limited to the following categories:

- a) Human Resources, hiring practices;
- b) Sub-contracting;
- c) Skills Development, internships and apprenticeships;
- d) Other

2. *What the Proponent should provide:*

- a) For direct Indigenous participation, the Proponents' overall commitment details, estimated percent of total project cost for a particular category, for every individual Call-Up issued under the Standing Offer by completing the certification in Appendix F – Indigenous Participation Plan and Certification.
- b) For previous or ongoing Indigenous engagement, the Proponents' past commitments and the percentage of the total project cost for a particular category.

3.3 EVALUATION AND RATING

Proponents meeting the mandatory requirements will undergo evaluation based on technical point-rated criteria. Only those achieving a pass mark of at least 50 out of 70 points for the rated criteria will proceed to price evaluation and receive a total evaluated score.

Technical Point-Rated Criteria	Max Points	Weight factor	Score
R1 Project Experience	15	2x	0 – 30
R2 Senior Engineer Qualifications and Overall Experience	10	2.5x	0 – 25
R3 Sample Project Schedule	5	2x	0 – 10
R4 Indigenous Participation Plan and Engagement (a) (b)	10	0.5x	0 – 5
Total			0 – 70

SRE 4 PRICE OF SERVICES

All price offers corresponding to responsive offers which have achieved the pass mark of 50 points are evaluated upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. This calculation will not be conducted when one or two responsive proposals are received.

All price proposals which are greater than 25 percent above the average price will cause their respective complete proposals to be set aside and receive no further consideration.

Price offers are rated as follows:

1. The lowest price offer receives a Price Rating/maximum Score of 30;
2. Other price offers will receive a Score based on the following formula:

$$\frac{\text{Lowest Price Offer}}{\text{Proponent Price Offer}} \times 30 \text{ points} = \text{Price Rating Score}$$



SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	% of Total Score	Score (Points)
Technical Rating	70	0 – 70
Price Rating	30	0 – 30
Total Score	100	0 – 100

Proposals will be ranked from highest-scoring to lowest-scoring, using the combined rating of technical merit (70%) and price (30%). The proponents submitting the highest ranked proposals as described in this document and Appendix D – Selection Process will be recommended for issuance of a standing offer. In the case of a tie, the Proponent submitting the lower price for the services will be selected.

SRE 6 Submission Requirements – Checklist

The following list of documents and forms is provided with the intention of assisting the Proponent in ensuring a complete submission. The Proponent is responsible for meeting all submission requirements.

Please follow detailed instructions in "Submission of Proposal", General Instructions to Proponents (GI 9).

- Integrity Provisions – Required documentation – **as applicable**, in accordance with General instructions to Proponents (GI 3), Integrity Provisions – Proposal, **section 3**
- Signed front page of the Request for Standing Offer
- Signed front page of revision(s) to the Request for Standing Offer
- Proponent's Proposal signed
- Signed Price Proposal (Appendix B) – one (1) Price Proposal form completed and submitted in a separate document.
- Declaration/Certifications Form - completed and signed form (provided in Appendix A)
- Team Identification Form (Appendix C)
- Indigenous Business Certification Form (if applicable) (Appendix E)
- Indigenous Participation Plan and Certification Form (Appendix F)
- Generic Evaluation Matrix (Appendix I)



APPENDIX A – DECLARATION/CERTIFICATIONS FORM

Declaration / Certifications Form (page 1 of 5)

Name of Proponent:

Date Founded:
Street Address:

Mailing Address (if different than street address)

City:

City:

Prov./Terr./State:

Prov./Terr./State:

Postal/ZIP Code:

Postal/ZIP Code:

Telephone Number: ()

Fax Number: ()

E-Mail:

Region(s):

Region 1 – NRC West

Region 2 – NRC Ontario

Region 3 – NRC Quebec

Region 4 – NRC East

The Proponent acknowledges that services may be called up in any of the locations identified in Appendix G – Location Matrix within the Region they designate above.

Type of Organization

Sole Proprietorship

Partnership

Corporation

Joint Venture

Size of Organization

Number of Employees _____

Graduate Architects/ _____

Prof. Engineers: _____

Other Professionals _____

Technical Support _____

Other _____



Declaration / Certifications Form (page 2 of 5)

Federal Contractors Program for Employment Equity - Certification

I, the Proponent, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a proposal non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Proponent's certifications. Failure to comply with any request or requirement imposed by Canada may render the Proposal non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Proponent certifies having no work force in Canada.
- A2. The Proponent certifies being a public sector employer.
- A3. The Proponent certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Proponent certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Proponent has a combined workforce in Canada of 100 or more employees; and

- A5.1 The Proponent certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Proponent certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Proponent is not a Joint Venture.

OR

- B2. The Proponent is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



Declaration / Certifications Form (page 3 of 5)

Former Public Servant (FPS) - Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, Proponents must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of proposals is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the proposal non-responsive.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Proponent a FPS in receipt of a pension? YES () NO ()

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

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

By providing this information, Proponents agree that the successful Proponent's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.



Declaration / Certifications Form (page 4 of 5)

Work Force Adjustment Directive

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a Work Force Adjustment Directive?

YES () NO ()

If so, the Proponent must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including all applicable taxes.



Declaration / Certifications Form (page 5 of 5)

Name of Proponent:

This Declaration forms part of the Proposal.

Education, Professional Accreditation and Experience:

All statements made with regard to the education, professional accreditation and the experience of individuals proposed for providing services under the Standing Offer are accurate and factual, and we are aware that Canada reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive. With respect to GC 23 Changes in the Consultant Team, the replacements within the consultant team will have commensurate qualifications and experience. Should a verification by Canada disclose untrue statements, Canada shall have the right to treat any standing offer resulting from this solicitation as being in default and to terminate it accordingly.

DECLARATION:

I, the undersigned, being a principal of the Proponent, hereby certify that the information given on this form and in the attached Proposal is accurate to the best of my knowledge.

Name (print): _____

Capacity: _____

Signature _____

Telephone Number: () _____

Fax Number: () _____

E-mail: _____

Date: _____

During Proposal evaluation period, NRC contact will be with the above-named person.

The above declaration/certifications should be completed and submitted with the Proposal, but may be submitted afterwards as follows: if any of these required declaration/certifications are not completed and submitted with the Proposal, the Contracting Authority will inform the Proponent of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the declaration/certifications within the time frame provided will render the proposal non-responsive.



APPENDIX B – PRICE PROPOSAL FORM

INSTRUCTIONS

1. Complete price proposal form and submit in accordance with the instructions in this RFSO.
2. Price proposals are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
3. Proponents are not to alter or add information to the form.
4. For each of the categories of personnel listed below, to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to:
 - a. Proponents must provide a fixed hourly all-inclusive rate for each listed position. Failure to insert an hourly all-inclusive rate for each position listed will render your proposal non-responsive.
 - b. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have a Senior Engineering Technologist, the hourly rate provided must be equal to or greater than the hourly rate provided for the Engineering Technologist.
 - c. The hourly all-inclusive rate is applicable to both normal working hours and any other shift work as required.
 - d. The hourly all-inclusive rate for each category of personnel must be equal to or greater for each consecutive year. For example, the hourly rate for year 2 must be greater or equal to year 1.
 - e. The hourly all-inclusive rate must demonstrate a level of salary progression reflective of the seniority of the resource. For example, the hourly all-inclusive rate of a Principal must be equal to or greater than the hourly all-inclusive rate of the Senior Engineer and the hourly all-inclusive rate of a Senior Engineer must be equal to or greater than the hourly all-inclusive rate of the Engineer within that discipline.
 - f. Travel time and travel related expenses associated with the delivery of services are to be calculated in the all-inclusive hourly rates. Exceptions may apply for the locations identified with an asterisk, "*" in Appendix G – Location Matrix.
5. One (1) price Proposal evaluation grid is provided for each discipline within each region listed in Appendix G – Location Matrix. Proponents must fill out (in its entirety) the price Proposal grid for each discipline within each region on which they intend to bid, even if the rates offered are the same for one, several or all regions. If a price Proposal evaluation grid is not duly completed for any one of the identified disciplines, then the proponent's Proposal for that region will be considered non-responsive. Column D and H are for evaluation purposes only. Financial evaluation incorporates all firm and option years.
6. The calculations in column D and H for each category of personnel takes the average of the preceding three years. The weighted sum is calculated by adding the total for each category and multiplying by 66% and 34%, respectively. Calculations are rounded to 2 decimal places. An example is provided at the end of the Price Proposal.



APPENDIX B – PRICE PROPOSAL FORM

REGION 1 – NRC WEST

Name of Proponent: _____

Address: _____

Period of Standing Offer begins from (date of issuance) for the three-year period until (expiry date). *Dates will be provided at issuance.*

Table 1. Mechanical	A	B	C	D*	E	F	G	H*
Fixed Hourly Rates (\$)	Firm Years			(A+B+C)/ 3	Option Years			(E+F+G)/3
Category of Personnel	1	2	3		1	2	3	
Principal								
Senior Engineer								
Engineer								
Senior Engineering Technologist								
Engineering Technologist								
Administration								
Weighted Sums*	66%				34%			
Sub-Total for Mechanical*								

*For evaluation purposes only.

Table 1. Electrical	A	B	C	D*	E	F	G	H*
Fixed Hourly Rates (\$)	Firm Years			(A+B+C)/3	Option Years			(E+F+G)/3
Category of Personnel	1	2	3		1	2	3	
Principal								
Senior Engineer								
Engineer								
Senior Engineering Technologist								
Engineering Technologist								
Administration								
Weighted Sums*	66%				34%			
Sub-Total for Electrical*								

*For evaluation purposes only.

Evaluation Total for Table 1. Mechanical and Table 2. Electrical* (\$)	
---	--

*For evaluation purposes only.



REGION 2 – NRC ONTARIO

Name of Proponent: _____

Address: _____

Period of Standing Offer begins from (date of issuance) for the three-year period until (expiry date). *Dates will be provided at issuance.*

Table 1. Mechanical	A	B	C	D*	E	F	G	H*
Fixed Hourly Rates (\$)	Firm Years			(A+B+C)/3	Option Years			(E+F+G)/3
Category of Personnel	1	2	3		1	2	3	
Principal								
Senior Engineer								
Engineer								
Senior Engineering Technologist								
Engineering Technologist								
Administration								
Weighted Sums*	66%				34%			
Sub-Total for Mechanical*								

*For evaluation purposes only.

Table 1. Electrical	A	B	C	D*	E	F	G	H*
Fixed Hourly Rates (\$)	Firm Years			(A+B+C)/3	Option Years			(E+F+G)/3
Category of Personnel	1	2	3		1	2	3	
Principal								
Senior Engineer								
Engineer								
Senior Engineering Technologist								
Engineering Technologist								
Administration								
Weighted Sums*	66%				34%			
Sub-Total for Electrical*								

*For evaluation purposes only.

Evaluation Total for Table 1. Mechanical and Table 2. Electrical* (\$)	
---	--

*For evaluation purposes only.



REGION 3 – NRC QUEBEC

Name of Proponent: _____

Address: _____

Period of Standing Offer begins from (date of issuance) for the three-year period until (expiry date). *Dates will be provided at issuance.* Quebec rates must reflect provincial standards.

Table 1. Mechanical	A	B	C	D*	E	F	G	H*
Fixed Hourly Rates (\$)	Firm Years			(A+B+C)/3	Option Years			(E+F+G)/3
Category of Personnel	1	2	3		1	2	3	
Principal								
Senior Engineer								
Engineer								
Senior Engineering Technologist								
Engineering Technologist								
Administration								
Weighted Sums*	66%				34%			
Sub-Total for Mechanical*								

*For evaluation purposes only.

Table 1. Electrical	A	B	C	D*	E	F	G	H*
Fixed Hourly Rates (\$)	Firm Years			(A+B+C)/3	Option Years			(E+F+G)/3
Category of Personnel	1	2	3		1	2	3	
Principal								
Senior Engineer								
Engineer								
Senior Engineering Technologist								
Engineering Technologist								
Administration								
Weighted Sums*	66%				34%			
Sub-Total for Electrical*								

*For evaluation purposes only.

Evaluation Total for Table 1. Mechanical and Table 2. Electrical* (\$)	
---	--

*For evaluation purposes only.



REGION 4 – NRC EAST

Name of Proponent: _____

Address: _____

Period of Standing Offer begins from (date of issuance) for the three-year period until (expiry date). *Dates will be provided at issuance.*

Table 1. Mechanical	A	B	C	D*	E	F	G	H*
Fixed Hourly Rates (\$)	Firm Years			(A+B+C)/3	Option Years			(E+F+G)/3
Category of Personnel	1	2	3		1	2	3	
Principal								
Senior Engineer								
Engineer								
Senior Engineering Technologist								
Engineering Technologist								
Administration								
Weighted Sums*	66%				34%			
Sub-Total for Mechanical*								

*For evaluation purposes only.

Table 1. Electrical	A	B	C	D*	E	F	G	H*
Fixed Hourly Rates (\$)	Firm Years			(A+B+C)/3	Option Years			(E+F+G)/3
Category of Personnel	1	2	3		1	2	3	
Principal								
Senior Engineer								
Engineer								
Senior Engineering Technologist								
Engineering Technologist								
Administration								
Weighted Sums*	66%				34%			
Sub-Total for Electrical*								

*For evaluation purposes only.

Evaluation Total for Table 1. Mechanical and Table 2. Electrical* (\$)	
---	--

*For evaluation purposes only.



Signature of Consultant or Joint Venture Consultants

.....
Signature

.....
Signature

.....
Capacity

.....
Capacity

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Signature

.....
Signature

.....
Capacity

.....
Capacity



FOR ILLUSTRATION PURPOSES ONLY

Region x. Mechanical	A	B	C	D*	E	F	G	H*
Fixed Hourly Rates (\$)	Years			(A+B+C)/ 3	Option Years			(E+F+G)/ 3
Category of Personnel	1	2	3		4	5	6	
Principal	150	150	155	151.67	155	160	165	160.00
Senior Engineer	125	127	127	126.33	130	130	133	131.00
Engineer	100	100	100	100.00	110	110	110	110.00
Senior Engineering Technologist	100	100	100	100.00	110	110	110	110.00
Engineering Technologist	75	75	78	76.00	80	80	82	80.67
Administration	50	50	52	50.67	52	54	55	53.67
Weighted Sums*	66%			399.08	34%			219.42
Total for Mechanical*								618.50

Region x. Electrical	A	B	C	D*	E	F	G	H*
Fixed Hourly Rates (\$)	Years			(A+B+C)/3	Option Years			(E+F+G)/3
Category of Personnel	1	2	3		4	5	6	
Principal	150	150	155	151.67	155	160	165	160.00
Senior Engineer	125	127	127	126.33	130	130	133	131.00
Engineer	100	100	100	100.00	110	110	110	110.00
Senior Engineering Technologist	100	100	100	100.00	110	110	110	110.00
Engineering Technologist	75	75	78	76.00	80	80	82	80.67
Administration	50	50	52	50.67	52	54	55	53.67
Weighted Sums*	66%			399.08	34%			219.41
Total for Electrical*								618.50
Total for Mechanical and Electrical*								1,237.00

*For evaluation purposes only.

END OF PRICE PROPOSAL FORM



APPENDIX C – TEAM IDENTIFICATION

INSTRUCTIONS

1. Complete the Consultant Team Identification in the format provided below, including the following information for each identified team member of the Consultant Team for each region as applicable; Name, Category of Personnel, Provincial Professional Licensing Status, Region, Certificate of Authorization (C of A) number(s), and Bilingual Status.
2. Provide CVs for each identified team member in the tables below, respecting the page limitation under SRE2. CVs should have sufficient detail to explain experience in the respective discipline. Only the Senior Engineer CVs will be used for evaluation purposes.
3. With respect to GC 23 Changes in the Consultant Team, any replacements within the consultant team must have commensurate qualifications and experience with the proposed team herein as determined by the Departmental Representative.

Table 1.

MECHANICAL				
Proponent: _____			Region _____	
Category of Personnel	Name	Provincial Professional License Status. Identify Province and licensing.	Security Level and #	Language (English, French, Bilingual)
Principal				
Senior Engineer				
Engineer				
Senior Engineering Technologist				
Engineering Technologist				
ELECTRICAL		Proponent: _____		
Principal				
Senior Engineer				
Engineer				
Senior Engineering Technologist				
Engineering Technologist				



APPENDIX D – SELECTION PROCESS

General Selection Process

NRC intends to issue five (5) Standing Offers per region as a result of this solicitation. The Selection Process instructions below identify further steps NRC will take in selecting the five Standing Offer holders.

Indigenous Participation

Canada has made it a priority to advance Reconciliation with Indigenous Peoples and, as part of that effort, to increase Indigenous participation within federal procurement. To increase participation by Indigenous businesses in this procurement process, NRC is conditionally-reserving one of the five Standing Offers arising from this solicitation for an eligible Indigenous business. This means that NRC intends to issue at least one Standing Offer to an eligible Indigenous business per region. Additional information is included in the selection process instructions below.

For the purposes of this procurement, for a business to be deemed eligible as an Indigenous business, at the time of evaluation, it must be a sole proprietorship, limited company, cooperative, not-for-profit organization, or a joint venture or partnership in which Indigenous persons have at least 51% ownership and control. The business must be registered on the Indigenous Business Directory (IBD) or Modern Treaty Business directory at contract award.

To be deemed eligible as an Indigenous business for this procurement, Proponents must complete Appendix E - Indigenous Business Certification Form.

Selection Process Instructions

1. All proposals will initially be assessed in accordance with the Evaluation Procedures and Basis of Selection described in GI 8 - Overview of Selection Process of this solicitation.
2. All proposals found to be compliant with the Evaluation Procedures and Basis of Selection found in GI 9 will be eligible for issuance of a Standing Offer.
3. Proposals will be ranked from highest-scoring to lowest-scoring, using the combined rating of (Technical merit (70%) and price (30%)).
4. NRC intends to initially select the top four (4) highest-ranking Proposals for issuance of a Standing Offer.
5. If the four (4) highest-ranking proposals do not include a proposal from an eligible Indigenous business, NRC will follow Step (a) below. If at least one of the four (4) highest-ranking proposals is from an eligible Indigenous business, NRC will proceed directly to Step (b) below. If no compliant proposals are received from an eligible indigenous business, NRC may issue an additional standing offer to the next highest-scoring compliant proposal.

Conditionally-Reserved Proposal for Eligible Indigenous Businesses:

- (a) If NRC has received at least one compliant Proposal from an eligible Indigenous business, but none have achieved a top-four (4) ranking, NRC will select the highest-scoring compliant Proposal from an eligible Indigenous business for issuance of the fifth (5th) Standing Offer.



- (b) If at least one proposal from an eligible Indigenous business has achieved a top four (4) ranking, NRC may issue an additional standing offer to the next highest-scoring compliant proposal.

Selection Process Examples

In the following example, six proposals were received and five standing offers were successful (A,B,C, and D) and the fifth being an eligible indigenous firm (F) below.

Rank	Compliant Proponents	Score (points)	Indigenous Business?	Issued a Standing Offer
1	A	96	No	Yes
2	B	95	No	Yes
3	C	92	No	Yes
4	D	80	No	Yes
5	E	78	No	No
6	F	76	Yes	Yes



APPENDIX E – INDIGENOUS BUSINESS CERTIFICATION FORM

To be completed and submitted by the Proponent. To be considered eligible as an Indigenous Business, their business must be registered on the Indigenous Business Directory, administered by Indigenous Services Canada. All information will be subject to verification prior to award.

Part 1, Indigenous Business Directory, must complete:

() The Proponent's business is registered on the Indigenous Business Directory, administered by Indigenous Services Canada. If you have questions about the Indigenous Business Directory, please contact Indigenous Services Canada: indigenousprocurement@sac-isc.gc.ca.

Name of the Proponent's business, as it appears on the Indigenous Business Directory:

Part 2, Indigenous Business, check one:

1. () The Proponent is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

2. () The Proponent's business is registered in a Modern Treaty business database, directory or on a list managed by an Indigenous treaty rights holder or its designated representative, or another Indigenous organization recognized by Canada. [Business Directories or Lists of the Supply Manual](#), see Annex 9.35.60, Supply Manual:

Name of the Proponent's business, as it appears on the Modern Treaty Business Database/Directory or List: _____

OR

3. () The Proponent is a joint venture or partnership in which Indigenous persons have at least 51% ownership and control.

Name of the Proponent's joint-venture or partnership:

Part 3, Certification and Verification:

I am the Proponent and I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of Proponent

Signature of Proponent



APPENDIX G – LOCATION MATRIX

Location coverage for Standing Offers is determined by Region, as outlined in Table 1 below. Each region's coverage encompasses specific province(s) and the office locations of the NRC.

Table 1.

REGION	PROVINCE	NRC LOCATION	OFFICE ADDRESS			
REGION 1 – NRC WEST	British Columbia	Penticton*	717 White Lake Road Kaleden, British Columbia V0H 1K0			
		Victoria	5071 West Saanich Road Victoria, British Columbia V9E 2E7			
		Vancouver	4250 Wesbrook Mall Vancouver, British Columbia V6T 1W5			
	Alberta	Edmonton	11421 Saskatchewan Drive Edmonton, Alberta T6G 2M9			
	Saskatchewan	Saskatoon	110 Gymnasium Place Saskatoon, Saskatchewan S7N 0W9			
	Manitoba	Thompson*	To be determined at time of Call-up.			
		Winnipeg	435 Ellice Avenue Winnipeg, Manitoba R3B 1Y6			
Rosser		2690 Red Fife Road Rosser (Winnipeg), Manitoba R0H 1E0				
REGION 2 – NRC ONTARIO	Ontario	London*	800 Collip Circle London, Ontario N6G 4X8			
		Mississauga	2620 Speakman Drive Mississauga, ON L5K 1B4			
		Ottawa	1200 Montreal Road Ottawa, Ontario K1A 0R6	100 Sussex Drive Ottawa, Ontario K1N 5A2	Aerospace facilities Research Road Ottawa, Ontario	2320 Lester Road Ottawa, Ontario K1V 1S2
REGION 3 – NRC QUEBEC	Québec	Montréal	6100 Royalmount Avenue Montréal, Québec H4P 2R2		2107, chemin de la Polytechnique Montréal, Québec H3T 1J4	
		Boucherville	75 de Mortagne Boulevard Boucherville, Québec J4B 6Y4			
		Saguenay*	501 University Boulevard East Saguenay, Québec G7H 8C3			
REGION 4 – NRC EAST	Newfoundland	St. John's*	30 Arctic Ave, St. John's, Newfoundland and Labrador A1B 3R5			
	Nova Scotia	Halifax	1411 Oxford Street Halifax, Nova Scotia B3H 3Z1			
		Ketch Harbour	270 Sandy Cove Road Ketch Harbour, Nova Scotia B3V 1K9			
	New Brunswick	Fredericton	46 Dineen Drive Fredericton, New Brunswick E3B 9W4			
		Moncton	50 Francophonie Road Moncton, New Brunswick E1A 7R1			
Prince Edward Island	Charlottetown	550 University Avenue Charlottetown, Prince Edward Island C1A 4P3				

*Travel Allowance

Travel-related expenses associated with the delivery of services are identified above. Travel allowance will be calculated from the consultant's closest branch office to the project site, if greater than 50km. Travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current National Joint Council Travel Directive (<https://www.njc-cnm.gc.ca/s3/en>).



APPENDIX H – CONSULTANT PERFORMANCE EVALUATION REPORT FORM (CPERF)

Consultant Performance Evaluation Report Form			
Contract Number		Standing Offer Number	Project Number
Description of Work			
Firm's Name			
Firm's Address			
Project Manager		Contract Information	
Name		Award Amount (\$)	Award Date (yyyy-mm-dd)
E-mail Address		Final Amount (\$)	Completion Date (yyyy-mm-dd)
1. Design	Category	Scale	Points
This is the rating of the quality of the design.	Unacceptable	0-5	
	Not Satisfactory	6 - 10	
	Satisfactory	11 - 16	
	Superior	17 - 20	
2. Quality of Results			
This is the rating of the quality of not only the final deliverable but also the deliverables throughout the various stages of the project.	Unacceptable	0-5	
	Not Satisfactory	6 - 10	
	Satisfactory	11 - 16	
	Superior	17 - 20	
3. Management			
This is the rating of how the project was managed including the project delivery, and overall consultant services.	Unacceptable	0-5	
	Not Satisfactory	6 - 10	
	Satisfactory	11 - 16	
	Superior	17 - 20	
4. Time			
This is the rating of time planning and schedule control.	Unacceptable	0-5	
	Not Satisfactory	6 - 10	
	Satisfactory	11 - 16	
	Superior	17 - 20	
5. Cost			
This is the rating of the quality of cost planning and control during the life of the project.	Unacceptable	0-5	
	Not Satisfactory	6 - 10	
	Satisfactory	11 - 16	
	Superior	17 - 20	
6. Indigenous Participation			
This is the rating of the of the firm's commitment to Indigenous Participation.	Unacceptable	0-5	
	Not Satisfactory	6 - 10	
	Satisfactory	11 - 16	
	Superior	17 - 20	
Total Points (not including Indigenous Participation)			

Comments



APPENDIX I – GENERIC EVALUATION MATRIX

Please specify the page number(s) in the "Pg.#(s)" column of the table below, indicating where the requirement is located within the Proponent's proposal.

Rated Requirements	Nil	INADEQUATE	SATISFACTORY	STRONG	Max Points	Pg. #(s)
	0 Points	1 Point	3 Points	5 Points		
R1: Project Experience (For each sample project)	Did not submit information which could be evaluated	Sample Project not related to this requirement	Sample Project generally related to this requirement	Sample Project strongly related to this requirement.	15 Points	
R2: Senior Engineer Qualifications and Overall Experience (for each Senior Engineer)		Proponent's Senior Engineer does not possess qualifications and experience	Proponent's Senior Engineer has an acceptable level of qualifications and experience	Proponent's Senior Engineer is highly qualified and experienced	10 points	
R3: Sample Project Schedule		Insufficient to meet scheduling requirements	Satisfactory scheduling to meet requirements	Strong detailed schedule to meet requirements	5 points	
R4: Indigenous Participation Plan and Engagement (a)		Indigenous Participation Plan does not include direct or indirect involvement for future work	Indigenous Participation Plan includes indirect involvement for future work	Indigenous Participation plan includes direct involvement with future work	5 points	
R4: Indigenous Participation Plan and Engagement (b)		Indigenous Participation Plan does not include direct or indirect involvement with previous work	Indigenous Participation Plan includes indirect involvement with previous work	Indigenous Participation plan includes direct involvement with previous work	5 points	



ANNEX A – CONSTRUCTION DOCUMENTATION AND DELIVERABLES MANUAL/ ENGINEERING & CONSTRUCTION CADD STANDARDS

NRC-CMRC

Construction Documentation and Deliverables Manual

Real Property Planning and Management

June 2020

Revision 2



National Research
Council Canada

Conseil national de
recherches Canada

Canada 

REVISIONS

VERSION	DATE	DESCRIPTION
0.1	11 18 2019	Draft Version for Consultation
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1 General

1.1 Purpose

This document is intended to provide architectural and engineering consultants (Consultants) with the requirements for producing deliverables for National Research Council Canada (NRC) projects in order to ensure a well-documented design process, and facilitate engagement and review by NRC employees. This document has been assembled based upon documentation prepared by PSCP, “Doing Business with PWGSC Documentation and Deliverables Manual”.

1.2 Scope

This document shall apply to design-bid-build projects undertaken by NRC.

1.3 Harmonization with Project Specific Terms of Reference

This document shall be used in conjunction with project specific Request for Proposal (RFP) requirements. In case of a conflict between documents, the requirements of the RFP shall prevail over those of this document.

1.4 Terminology

This document utilizes the following terminology:

- **shall:** used to express a requirement, a provision the Consultant is obligated to meet;
- **should:** used to express a recommendation; and
- **may:** used to express an option or that which is permissible within the limits of this document.

1.5 Definitions

Addenda: changes to the construction documents or tendering procedures, issued during the tendering process.

Construction Documents: drawings and specifications (including addenda).

Drawings: graphic means of showing work to be done, as they depict shape, dimension, location, quantity of materials and relationship between building components.

Reports: written account given of a particular matter after thorough investigation or consideration prepared by the Consultant.

Specifications: written descriptions of materials and construction processes in relation to quality, colour, pattern, performance and characteristics of materials, installation and quality of work requirements.

Indicative Estimate: estimate that is not sufficiently accurate to warrant Treasury Board approval as a cost objective and provides a rough cost projection used for budgetary planning purposes in the early stages of concept design development. Based on an operational Statement of Requirements (SOR), market assessment of products and technologies available to meet requirements and considerations such as implementation, life cycle costs and operational savings.

Substantive Estimate: high quality and reliable estimate based on the following elements:

- Detailed system and component design, design adaptation, work plans and drawing for components, construction or assembly, and installation. Includes site acquisition, preparation and special requirement estimates. Contingency funding requirements must be justified based on line-by-line risk assessments including market factors, industrial capability and considerations.
- Significant and identifiable deliverables as well as the costs of the government contribution to employee benefit plans (20% of all salaries charged to the project).
- Agreed upon objectives, including those resulting from procurement review.
- Market assessment, where acquisition is through lease, lease purchase or capital lease. The provision allowance for fit-up or special tailoring requirements will be subject to review and possible revision at the contract approval stage.

2 Construction Documents

2.1 General

This section provides direction to Consultants on the preparation of construction documents (namely specifications and drawings) to be submitted to NRC for real property projects across Canada.

Specifications, drawings, and addenda shall be complete and clear in order to enable Contractors to prepare bids without guesswork.

2.1.1 Principles of NRC Contract Documents

Contact documents shall be prepared based on common public procurement principles.

NRC is responsible for preparing and issuing the construction contract and the terms and conditions as well as all other related bidding and contractual documents. For detailed information, the standard acquisition clauses and conditions commonly used by NRC in the contracting process are available on the buyandsell.gc.ca website.

2.1.2 Translations

When bilingual documents are required, as outlined by project specific RFPs, all documentation including drawings, specifications, reports as well as all bidder questions shall be prepared in both official languages.

Ensure English and French documentation is of equal quality in all respects.

2.1.3 Meeting Minutes

Meeting minutes shall be prepared for all design meetings and distributed to all required within 1-week of meeting date. Unless otherwise indicated in the project specific RFP, it shall be the sole responsibility of the Consultant to prepare and distribute meeting minutes. Refer to meeting minutes sample template in Appendix F.

2.1.4 Construction Document Definitions

Unless otherwise indicated in a project specific RFP, construction document submissions (33%, 66%, 99%, and Tender / 100%) shall meet the definitions outlined below. Further discipline based requirements may be included in the project specific RFP.

- **33%:** shall demonstrate general intent of design and compliance and alignment with relevant standards. Summary specification (table of contents) required, but not a full specification.
- **66%:** shall show full system, all components, requirements, and lack only minor details on drawings. Specifications shall be well advanced and contain major work and material requirements and lack only minor details.
- **99%:** shall be for final review by NRC, lacking no detail and complete with a project specific specification.

- **Tender** (100%): shall address comments by NRC as required, signed and sealed by the responsible design professional in compliance with various provincial jurisdiction requirements, ready for tender.

2.1.5 Quality Assurance

It is the sole responsibility of the Consultants to undertake their own quality control process and to review, correct, and coordinate their documents between disciplines. The Consultant shall also ensure constructability of their design.

2.1.6 Quality Assurance of Deliverables

For every construction document submission (33%, 66%, 99% and Tender), the Consultant shall provide:

- completed and signed Submission of Construction Documents Checklist (Appendix A); and
- index as per Appendix B.

2.1.7 Design Reviews

2.1.7.1 General

Unless otherwise indicated in the project specific RFP, Consultants shall allow for a 2-week review period at each construction document submission (33%, 66%, 99%, and Tender) by NRC. NRC shall conduct architectural and engineering review at each specified construction document submission and provide comment utilising the Technical Services Review (Appendix C).

2.1.7.2 Consultant Response

Consultants shall review the NRC prepared Technical Service Review at each construction document submission (33%, 66%, 99%, and Tender). In addition to any subsequent modifications required as a result of NRC review comments, Consultant shall provide a response to each item indicated in the Technical Service Review such as changes noted, clarifications made, or propose alternative solutions for further review with NRC.

2.1.8 Terminology & Quantities

The Consultant shall use the term **Departmental Representative** instead of Engineer, NRC, Owner, Consultant or Architect. Departmental Representative means the person designated in the Contract, or by written notice to the Contractor, to act as the Departmental Representative for the purposes of the Contract, and includes a person, designated and authorized in writing by the Departmental Representative to the Contractor.

Notations such as “verify on site,” “as instructed,” “to match existing,” “example,” “equal to,” “equivalent to,” and “to be determined on site by Departmental Representative” shall not be indicated in specifications nor in drawings, as such wording promotes inaccurate and inflated bids.

Construction documents shall permit bidders to bid accurately. If a precise quantity is impossible to identify (e.g. cracks to be repaired), then provide an estimated quantity for bidding purposes (to be used in conjunction with unit prices). Ensure that the terminology used throughout construction documents is consistent and does not contradict applicable codes and standards.

2.1.9 Units of Measure

All units of measure indicated within drawings and specifications shall be based on the International System of Units (SI).

2.2 Drawings

2.2.1 General

Drawings shall be prepared in accordance with the NRC Engineering & Construction CADD Standard and the Canadian Standards Association CSA B78.5-93 (R2002): Computer-Aided Design Drafting (Buildings). Drawing shall also meet the following criteria:

- dimensions shall be in metric only (no dual dimensioning); and
- no trade names present on any drawings.

2.2.2 Information to be Included

Drawings should show the quantities of the elements, the configuration of the project, the dimensions, and details of how the work is constructed. There should be no references to future work or information that will be changed by future addenda. The scope of work should be clearly detailed, and elements not in the Contract should be eliminated or kept to an absolute minimum.

2.2.3 Titleblocks and Revision Notes

NRC titleblocks shall be used for drawings and sketches, including addenda.

The percent of drawing completion should be included in the revision notes. Revision notes shall be input during design development, but cleared for Tender drawing (100% complete).

2.2.4 Drawing Numbers

Drawings shall be numbered in sets according to the type of drawing and discipline involved as indicated in the following table.

DISCIPLINE	DRAWING
Architectural	XXXX-A01, XXXX-A01F, XXXX-A02, XXXX-A02, etc.
Civil	XXXX-C01, XXXX-C01F, XXXX-C02, XXXX-C02, etc.
Mechanical	XXXX-M01, XXXX-M01F, XXXX-M02, XXXX-M02, etc.
Electrical	XXXX-E01, XXXX-E01F, XXXX-E02, XXXX-E02, etc.
Structural	XXXX-S01, XXXX-S01F, XXXX-S02, XXXX-S02, etc.

Note: XXXX denotes NRC project number and XXX-A01F denotes French drawing

2.2.5 Presentation Requirements

Present the drawings in sets, providing the applicable site plan, civil, architectural, structural, mechanical, and electrical drawings in that order. All drawings should be of uniform standard size.

2.2.6 Legends

Provide a legend of symbols, abbreviations, references, etc., on the front sheet of each set of drawings (discipline specific), or in the case of large sets of drawings, provided the legend immediately after the title sheet and index sheets.

2.2.7 Schedules and Tables

Where schedules or tables occupy entire sheets, locate them at the back of each set of drawings for convenient reference.

2.2.8 North Arrow

Include a north arrow on all plans. Orient all plans in the same direction for easy cross-referencing. Wherever possible, lay out plans so that the north point is at the top of the sheet.

2.2.9 Drawing Symbols

Follow generally accepted drawing conventions, understandable by the construction trades.

2.2.10 As-Built Drawings

As-built drawings are official record drawings and shall represent as constructed conditions including location and size of equipment, devices, plumbing lines, mechanical and electrical equipment, structural elements etc. As-built drawings shall be updated in CADD and provided to NRC upon project completion. Handwritten notes are not acceptable.

2.2.11 Drawing Submission Format

Unless otherwise stated in the project specific RFP, drawing submissions shall be in electronic format.

2.2.11.1 Drawing Electronic Copy Deliverable Format

Drawing submitted electronically shall be provided:

- without password protection or printing restrictions;
- in two formats:
 - PDF/E-1 (in compliance with ISO 24517-1);
 - .dwg format; and
- in accordance with supplemental specific provisions indicated in project specific RFP.

2.3 Specifications

2.3.1 National Master Specifications

Specifications prepared for NRC shall follow the most current version of the **National Master Specification** (NMS) format offered by the National Research Council. In addition, Consultant shall incorporate NRC supplied General Specification sections, provided in NMS format, into specification package.

The Consultant has overriding responsibility for the content of construction project specifications. For each specification, the Consultant shall edit, amend, and supplement the NMS template as deemed necessary to produce an appropriate project specification free of conflict and ambiguity. The Consultant should refer

to the latest *NMS User's Guide* and *NMS Development Guide* issued by the National Research Council for further guidance on using the NMS.

2.3.2 Index

Specifications shall include an index which list all specification sections, including numbers of pages, as well as the division and section names in the format shown in Appendix B.

2.3.3 Specification Organization

Narrow scope sections describing single units of work should be used for complex work. Broad scope sections may be used for less complex work. The Consultant shall use consistently for the entire specification the NMS full-page format.

Start each section on a new right hand page and show the NRC project number, NMS section title, NMS section number, page number, and specification date on each page. The project title, and Consultant name are not to be indicated.

2.3.4 Standards

Code and standard references in the NMS may not be up to date, the Consultant shall ensure that the project specification use the current applicable edition of all references quoted.

2.3.5 Specifying Materials

Specifications should make use of generic names in referencing construction materials. The Consultant should refer to the latest version of the *NMS Development Guide* issued by the National Research Council for further details.

2.3.5.1 Alternate Products and Materials

Alternative materials to those specified may be considered during the solicitation period; however, the onus will be on the Consultant to review and evaluate all requests for approval of alternative materials.

2.3.5.2 Sole Sourcing

Sole sourcing of materials and/or work is only allowed in exceptional and justifiable circumstances. Prior to including sole source materials and/or work, the Consultant shall contact the Departmental Representative to obtain approval for the sole sourcing. Consultants shall provide proper justification for all individual sole source requirements.

Sole sourcing for materials and work may be required when performing work on existing proprietary systems, such as fire alarm systems, building automation systems (BAS) etc.

Wording for the sole source of work should be in Part 1 as follows:

Designated Contractor

.1 Retain the services of [_____] to do the work of this section.

Wording for the sole source of building automation system should be in Part 1 as follows:

Designated Contractor

.1 Retain the services of [_____] or its authorized representative to complete the work of all building automation system sections.

Wording for the sole source of building automation system should be in Part 2 as follows:

Materials

.1 There is an existing [_____] system presently installed in the building. All materials must be selected to ensure compatibility with the existing [_____] system.

Wording for the sole source of materials (i.e. fire alarm systems) should be in Part 2 as follows:

Acceptable Materials

.1 The only acceptable materials are [_____].

2.3.6 Measurements for Payment

The measurement for payment shall be provided in lump sum or unit prices.

2.3.6.1 Unit Prices

Unit prices should only be used in instances where the quantity can only be roughly estimated (e.g. earth work). The approval of the Departmental Representative shall be sought in advance of their use. In each applicable NMS section where unit prices are used, add new or replace paragraph title “Measurement for Payment” with “Unit Prices.” and use the following wording:

[The work for this section] or [define the specific work if required, e.g. rock excavation] will be paid based on the actual quantities measured on site and the unit prices stated in the Bid and Acceptance Form.

Provide a unit price table, sample shown below, to designate the work to which a unit price arrangement applies. The table shall include:

- the price per unit and the estimated total price for each item listed;
- a complete description of each type of work covered; and
- items as described in the referenced specification section.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit GST/HST extra	Estimated Total Price GST / HST extra
TOTAL ESTIMATED AMOUNT						

2.3.7 Cash Allowances

Construction documents shall be complete and contain all of the requirements for the contractual work. Cash allowances are to be used only under exceptional circumstances (i.e. utility companies, municipalities), where no other method of specifying pricing is appropriate.

To include cash allowances, obtain approval from the Departmental Representative in advance, and use Section 01 21 00 – Allowances of the NMS to specify the criteria.

2.3.8 Warranties

The 12-month warranty period specified in NRC’s standard acquisition clauses and conditions with regard to the contract should typically be retained as is. Extended warranties should only be used where experience has shown that serious defects are likely to appear after expiry of the standard one-year warranty period. When necessary to extend beyond the 12-month warranty period, use the following wording in Part 1 of the applicable technical sections, under the heading “Extended Warranty”:

For the work of this Section [____], the 12-month warranty period is extended to [____] months.

Where the extended warranty is intended to apply to a particular part of a specification section, modify the previous text as follows:

For [____], the 12-month warranty period is extended to [____] months.

2.3.9 Miscellaneous Requirements

Paragraphs noted as “Scope of Work” shall not be included. Within Part 1 – General of specifications, the paragraphs “Summary” and “Section Includes” shall not be utilized.

2.3.10 Specification Coordination

All sections of the specifications shall be coordinated, including the “Related Sections” portion of specifications and appendices. References to non-existent sections shall not be present within the specifications.

2.3.11 Regional Guide

The Consultant should contact the Departmental Representative to obtain the region’s requirements for Division 01 (General Requirements) or other short-form specifications as appropriate.

2.3.12 Health and Safety

All project specifications are required to include Section 01 35 29 – Health and Safety Requirements. Confirm with the Departmental Representative to determine if there are any supplemental instructions to meet regional requirements.

2.3.13 Subsurface Investigation Reports

If required, subsurface investigation report(s) shall be included after Section 31, and the following paragraph added to Section 31:

Subsurface Investigation Report(s)

.1 Subsurface investigation report(s) are included in the specification following this section.

If the Departmental Representative determines that it is not practical to include the subsurface investigation report(s), alternate instructions will be provided.

Where tender documents are to be issued in both official languages, the subsurface investigation report(s) shall be issued in both languages.

In addition to providing the subsurface investigation report(s), the foundation information required by the current *National Building Code of Canada* (Division C, Part 2, 2.2.4.6) shall be included on foundation drawings.

2.3.14 Prequalifications and Pre-Award Submissions

Do not include in the specifications any mandatory contractor and/or subcontractor prequalification or pre-award submission requirements that could become a contract award condition. If a prequalification process or a pre-award submission is required, contact the Departmental Representative.

There should be no references to certificates, transcripts, samples, the license numbers of a trade, or any other documentation or items being included with the bid.

2.3.15 Contracting Issues

Specifications describe the workmanship and quality of the work and shall not contain any NRC Procurement Front End Contracting details. Division 00 of the NMS is not used by NRC, except for the Seals page 00 01 07, the Table of Contents 00 01 10, and the List of Drawing Sheets 00 01 15. In specifications, remove all references to the following:

- general instructions to bidders;
- general conditions;
- Canadian Construction Documents Committee (CCDC) documents;
- priority of documents;
- security clauses and clearances;
- terms of payment or holdback;
- the tendering process;
- bonding requirements;
- insurance requirements;
- alternative and separate pricing;
- site visits (mandatory or optional); and
- release of lien and deficiency holdbacks.

2.3.16 Specification Submission Format

Unless otherwise stated in the project specific RFP, specification submissions shall be in electronic format.

2.3.16.1 Specification Electronic Copy Deliverable Format

Specifications submitted electronically shall be provided:

- without password protection or printing restrictions;
- in PDF/A (in compliance with ISO 19005) and .doc format; and
- in accordance with supplemental specific provisions indicated in project specific RFP.

2.4 Addenda

2.4.1 Format

Prepare addenda using the format shown in Appendix D. No signature-type information is to appear.

Every page of the addendum, including attachments, shall be numbered consecutively. All pages shall have the NRC project number and the appropriate addendum number. Sketches shall appear in the NRC format, signed and sealed.

No Consultant information (name, address, phone #, Consultant project #, etc.) should appear in addenda or their attachments, except on sketches.

2.4.2 Content

Each item should refer to an existing paragraph of the specification or note/detail on the drawings. The clarification style is not acceptable.

Where there are many or major changes to a section or drawing, consider deleting the entire section or drawing and replacing it with a new version.

3 Cost Estimates

3.1 Cost Estimate Submission Formats

3.1.1 Format

Construction cost estimates for projects shall be prepared in the elemental analysis format, which is in accordance with the latest edition issued by the Canadian Institute of Quantity Surveyors (CIQS). Refer to Appendix E for Construction Estimate Preparation - Minimum Requirement Checklist.

3.1.2 Contents

All cost estimates shall contain the following:

- introduction narrative complete with an outline description of the cost estimate basis;
- description of information obtained and used in the cost estimate including the date received;
- listing of notable inclusions;
- listing of notable exclusions;
- listing of items/issues carrying significant risk;
- summary of the itemized cost estimate;
- itemized breakdown of cost estimate by elemental analysis for Class B, C, and D; and
- itemized breakdown of costs estimate in both elemental analysis and National Master Specification division format for Class A, including measured quantities, unit rate pricings and amounts for each item of work.

Allowances, if deemed necessary by Consultant, shall contain the following:

- design allowance to cover unforeseen items during design phase;
- escalation allowance for changes in market conditions between the date of the cost estimate and the date tender is called;
- construction allowance to cover unforeseen items during construction; and
- the basis of calculations of the above allowances.

3.2 Classes of Cost Estimates for Construction Projects

NRC applies a detailed, four-level classification using the terms Class A, B, C and D. Apply these estimate classifications at the project stages as defined in the project specific RFP. For projects required to be submitted to Treasury Board (TB) for approval: an indicative estimate shall be at least a Class D and a Substantive Estimate shall be at least a Class B.

3.2.1 Class D (Indicative) Estimate

Based upon a comprehensive statement of requirements, an outline of potential solutions and/or functional program, this estimate is to provide an indication of the final project cost that will enable ranking to be made for all the options being considered. This cost estimate shall be prepared in elemental analysis format, such as cost per square metre. The level of accuracy of a Class D cost estimate shall be such that no more than a 30% design allowance is required.

3.2.2 Class C Estimate

Based on schematic/conceptual design and/or comprehensive list of project requirements, this estimate shall be adequately detailed and shall be sufficient for making the correct investment decision. This cost estimate shall be based on measured quantities of all items of work and prepared in elemental analysis format. The level of accuracy of a Class C cost estimate shall be such that no more than a 20% design allowance is required.

3.2.3 Class B (Substantive) Estimate

Based on design development drawings and outline specifications, which include the preliminary design of all major systems and subsystems, as well as the results of all site/installation investigations, this estimate shall provide for the establishment of realistic cost objectives and be sufficient to obtain effective project approval.

This cost estimate shall be based on measured quantities of all items of work and prepared in elemental analysis format. The level of accuracy of a Class B cost estimate shall be such that no more than a 15% design allowance is required.

3.2.4 Class A (Pre-Tender) Estimate

Based on completed construction drawings and specifications prepared prior to calling competitive tenders, this estimate shall be sufficient to allow a detailed reconciliation and/or negotiation with any contractor's tender submission. This cost estimate shall be based on fully measured quantities of all items of work and prepared in both elemental analysis and Trade division format as per MasterFormat™. The level of accuracy of a Class A cost estimate shall be such that no more than a 10% design allowance is required.

4 Project Schedules

4.1 Schedule Format

Project schedules shall be submitted in the .mpp file extension (compatible with MS Project). The schedule shall include:

- major and minor milestones;
- activities representing discrete elements of work assigned to one person which:
 - are named using verb-noun combination (i.e. Review Design Development Report);
 - contain realistic durations in days;
- project logic linking activities with appropriate relationships finish-start (FS), finish-finish (FF), start-start (SS); and
- identification of the critical path activities.

4.2 Progress Reporting

The progress report shall detail the progress of each activity up to the date of the report. It shall also include any logic changes made, both historic and planned; projections of progress and completion; as well as the actual start and finish dates of all activities being monitored.

The contents of each progress report will vary depending on the requirements at each project phase. A progress report should include:

- an executive summary;
- a narrative report;
- a variance report;
- a criticality report;
- an exception report (as required); and
- the detailed project schedule (network diagram or bar charts).

4.2.1 Executive Summary

The executive summary should provide a synopsis of narrative, variance, and exception report and shall not exceed one page.

4.2.2 Narrative Report

The narrative shall detail the work performed to date, comparing work progress to planned, and presenting current forecasts. This report should summarize the progress to date, explaining current and possible deviations and delays and the required actions to resolve delays and problems with respect to the Detailed Schedule, and Critical Paths.

4.2.3 Variance Report

The variance report, with supporting schedule documentation, should detail the work performed to date and compare work progress to work planned. It should summarize the progress to date and explain all causes of deviations and delays and the required actions to resolve delays and problems with respect to the detailed schedule and critical paths.

4.2.4 Exception Report

The exception report shall be provided when unforeseen or critical issues arise. The Consultant shall advise the Departmental Representative and submit the details and proposed solutions in the form of an exception report. The report shall include sufficient description and detail to clearly identify:

- scope changes, including identifying the nature, reason, and total impact of all identified and potential project scope changes affecting the project;
- delays and accelerations, including identifying the nature, reason, and total impact of all identified and potential duration variations; and
- options enabling a return to the project baseline, including Identifying the nature and potential effects of all proposed options for returning the project within the baselined duration.

4.2.5 Detailed Project Schedule

A detailed project schedule shall be provided along with a network diagram or bar charts in the following format:

- Paper size: 11X17
- Orientation: Landscape
- Columns: Activity ID, Activity Name, Duration, Activity % Complete, Start, Finish, Total Float
- Footer format: Project Title, Report Type, Print Date, Data Date, Revision Block
- Sorting: Early Start, then Early Finish, then Activity ID based on the WBS.



ANNEX B – SECURITY REQUIREMENT CHECK LIST (SRCL)



Contract Number / Numéro du contrat 944910
Security Classification / Classification de sécurité UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine NRC		2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail A National Request for Standing Offer for Engineering services is required by RPPM and OFRM to provide access to qualified expertise to facilitate various Real Property projects.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



Contract Number / Numéro du contrat 944910
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



Contract Number / Numéro du contrat 944910
Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Dave Lemieux		Title - Titre Senior Project Manager	Signature Lemieux, David <small>Digitally signed by Lemieux, David DN: cn=Lemieux, David, c=CA, o=GC, ou=NRC-CNRC, email=david.lemieux@nrc-cnrc.gc.ca Date: 2024.06.06 15:28:10 -04'00'</small>
Telephone No. - N° de téléphone 613-371-1004	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel david.lemieux@nrc-cnrc.gc.ca	Date 2024-06-06
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Marika Rioux		Title - Titre Analyst, Security in Contracting	Signature Rioux, Marika <small>Digitally signed by Rioux, Marika DN: cn=Rioux, Marika, c=CA, o=GC, ou=NRC-CNRC, email=marika.rioux@nrc-cnrc.gc.ca Date: 2024.06.12 13:34:12 -04'00'</small>
Telephone No. - N° de téléphone 343-542-6839	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel marika.rioux@nrc-cnrc.gc.ca	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature Jefferson, Andrew <small>Digitally signed by Jefferson, Andrew DN: cn=Jefferson, Andrew, c=CA, o=GC, ou=NRC-CNRC, email=Andrew.Jefferson@nrc-cnrc.gc.ca Date: 2024.06.12 16:10:02 -04'00'</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

****As per the Directive on Security Management, throughout the contract or arrangement, the project authority (signed above at section 13) must monitor the supplier, partner and departmental compliance of security requirements identified on this SRCL, and take corrective actions to address issues of non-compliance****

****Conformément à la directive sur la gestion de la sécurité, tout au long du contrat ou de l'accord, le Chargé de projet (signé ci-dessus à la section 13) doit surveiller la conformité du fournisseur, du partenaire et du ministère aux exigences de sécurité énoncées sur la présente LVERS, et prendre des mesures correctives pour régler les problèmes de non-conformité.****

Instructions for completion of a Security Requirements Check List (SRCL)

The instruction sheet should remain attached until Block #17 has been completed.

GENERAL - PROCESSING THIS FORM

The project authority shall arrange to complete this form.

The organization security officer shall review and approve the security requirements identified in the form, in cooperation with the project authority.

The contracting security authority is the organization responsible for ensuring that the suppliers are compliant with the security requirements identified in the SRCL.

All requisitions and subsequent tender / contractual documents including subcontracts that contain PROTECTED and/or CLASSIFIED requirements must be accompanied by a completed SRCL.

It is important to identify the level of PROTECTED information or assets as Level "A," "B" or "C," when applicable; however, certain types of information may only be identified as "PROTECTED". No information pertaining to a PROTECTED and/or CLASSIFIED government contract may be released by suppliers, without prior written approval of the individual identified in Block 17 of this form.

The classification assigned to a particular stage in the contractual process does not mean that everything applicable to that stage is to be given the same classification. Every item shall be PROTECTED and/or CLASSIFIED according to its own content. If a supplier is in doubt as to the actual level to be assigned, they should consult with the individual identified in Block 17 of this form.

PART A - CONTRACT INFORMATION

Contract Number (top of the form)

This number must be the same as that found on the requisition and should be the one used when issuing an RFP or contract. This is a unique number (i.e. no two requirements will have the same number). A new SRCL must be used for each new requirement or requisition (e.g. new contract number, new SRCL, new signatures).

1. Originating Government Department or Organization

Enter the department or client organization name or the prime contractor name for which the work is being performed.

2. Directorate / Branch

This block is used to further identify the area within the department or organization for which the work will be conducted.

3. a) Subcontract Number

If applicable, this number corresponds to the number generated by the Prime Contractor to manage the work with its subcontractor.

b) Name and Address of Subcontractor

Indicate the full name and address of the Subcontractor if applicable.

4. Brief Description of Work

Provide a brief explanation of the nature of the requirement or work to be performed.

5. a) Will the supplier require access to Controlled Goods?

*The Defence Production Act (DPA) defines "Controlled Goods" as certain goods listed in the Export Control List, a regulation made pursuant to the *Export and Import Permits Act* (EIPA). Suppliers who examine, possess, or transfer Controlled Goods within Canada must register in the Controlled Goods Directorate or be exempt from registration. More information may be found at www.cgd.gc.ca.*

b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?

The prime contractor and any subcontractors must be certified under the U.S./Canada Joint Certification Program if the work involves access to unclassified military data subject to the provisions of the Technical Data Control Regulations. More information may be found at www.dlis.dla.mil/jcp.

6. Indicate the type of access required

Identify the nature of the work to be performed for this requirement. The user is to select one of the following types:

a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?

The supplier would select this option if they require access to PROTECTED and/or CLASSIFIED information or assets to perform the duties of the requirement.

b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.

The supplier would select this option if they require regular access to government premises or a secure work site only. The supplier will not have access to PROTECTED and/or CLASSIFIED information or assets under this option.

c) Is this a commercial courier or delivery requirement with no overnight storage?

The supplier would select this option if there is a commercial courier or delivery requirement. The supplier will not be allowed to keep a package overnight. The package must be returned if it cannot be delivered.

7. Type of information / Release restrictions / Level of information

Identify the type(s) of information that the supplier may require access to, list any possible release restrictions, and if applicable, provide the level(s) of the information. The user can make multiple selections based on the nature of the work to be performed.

Departments must process SRCLs through PWGSC where:

- contracts that afford access to PROTECTED and/or CLASSIFIED foreign government information and assets;
- contracts that afford foreign contractors access to PROTECTED and/or CLASSIFIED Canadian government information and assets; or
- contracts that afford foreign or Canadian contractors access to PROTECTED and/or CLASSIFIED information and assets as defined in the documents entitled Identifying INFOSEC and INFOSEC Release.

a) Indicate the type of information that the supplier will be required to access

Canadian government information and/or assets

If Canadian information and/or assets are identified, the supplier will have access to PROTECTED and/or CLASSIFIED information and/or assets that are owned by the Canadian government.

NATO information and/or assets

If NATO information and/or assets are identified, this indicates that as part of this requirement, the supplier will have access to PROTECTED and/or CLASSIFIED information and/or assets that are owned by NATO governments. NATO information and/or assets are developed and/or owned by NATO countries and are not to be divulged to any country that is not a NATO member nation. Persons dealing with NATO information and/or assets must hold a NATO security clearance and have the required need-to-know.

Requirements involving CLASSIFIED NATO information must be awarded by PWGSC. PWGSC / CIISD is the Designated Security Authority for industrial security matters in Canada.

Foreign government information and/or assets

If foreign information and/or assets are identified, this requirement will allow access to information and/or assets owned by a country other than Canada.

b) Release restrictions

If **Not Releasable** is selected, this indicates that the information and/or assets are for **Canadian Eyes Only (CEO)**. Only Canadian suppliers based in Canada can bid on this type of requirement. NOTE: If Canadian information and/or assets coexists with CEO information and/or assets, the CEO information and/or assets must be stamped **Canadian Eyes Only (CEO)**.

If **No Release Restrictions** is selected, this indicates that access to the information and/or assets are not subject to any restrictions.

If **ALL NATO countries** is selected, bidders for this requirement must be from NATO member countries only.

NOTE: There may be multiple release restrictions associated with a requirement depending on the nature of the work to be performed. In these instances, a security guide should be added to the SRCL clarifying these restrictions. The security guide is normally generated by the organization's project authority and/or security authority.

c) Level of information

Using the following chart, indicate the appropriate level of access to information/assets the supplier must have to perform the duties of the requirement.

PROTECTED	CLASSIFIED	NATO
PROTECTED A	CONFIDENTIAL	NATO UNCLASSIFIED
PROTECTED B	SECRET	NATO RESTRICTED
PROTECTED C	TOP SECRET	NATO CONFIDENTIAL
	TOP SECRET (SIGINT)	NATO SECRET
		COSMIC TOP SECRET

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?

If Yes, the supplier personnel requiring access to COMSEC information or assets must receive a COMSEC briefing. The briefing will be given to the "holder" of the COMSEC information or assets. In the case of a "personnel assigned" type of contract, the customer department will give the briefing. When the supplier is required to receive and store COMSEC information or assets on the supplier's premises, the supplier's COMSEC Custodian will give the COMSEC briefings to the employees requiring access to COMSEC information or assets. If Yes, the Level of sensitivity must be indicated.

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

If Yes, the supplier must provide the Short Title of the material and the Document Number. Access to extremely sensitive INFOSEC information or assets will require that the supplier undergo a Foreign Ownership Control or Influence (FOCI) evaluation by CIISD.

PART B - PERSONNEL (SUPPLIER)

10. a) Personnel security screening level required

Identify the screening level required for access to the information/assets or client facility. More than one level may be identified depending on the nature of the work. Please note that Site Access screenings are granted for access to specific sites under prior arrangement with the Treasury Board of Canada Secretariat. A Site Access screening only applies to individuals, and it is not linked to any other screening level that may be granted to individuals or organizations.

RELIABILITY STATUS	CONFIDENTIAL	SECRET
TOP SECRET	TOP SECRET (SIGINT)	NATO CONFIDENTIAL
NATO SECRET	COSMIC TOP SECRET	SITE ACCESS

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

b) May unscreened personnel be used for portions of the work?

Indicating Yes means that portions of the work are not PROTECTED and/or CLASSIFIED and may be performed outside a secure environment by unscreened personnel. The following question must be answered if unscreened personnel will be used:

Will unscreened personnel be escorted?

If No, unscreened personnel may not be allowed access to sensitive work sites and must not have access to PROTECTED and/or CLASSIFIED information and/or assets.

If Yes, unscreened personnel must be escorted by an individual who is cleared to the required level of security in order to ensure there will be no access to PROTECTED and/or CLASSIFIED information and/or assets at the work site.

PART C - SAFEGUARDS (SUPPLIER)

11. INFORMATION / ASSETS

a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information and/or assets on its site or premises?

If Yes, specify the security level of the documents and/or equipment that the supplier will be required to safeguard at their own site or premises using the summary chart.

b) Will the supplier be required to safeguard COMSEC information or assets?

If Yes, specify the security level of COMSEC information or assets that the supplier will be required to safeguard at their own site or premises using the summary chart.

PRODUCTION

c) Will the production (manufacture, repair and/or modification) of PROTECTED and/or CLASSIFIED material and/or equipment occur at the supplier's site or premises?

Using the summary chart, specify the security level of material and/or equipment that the supplier manufactured, repaired and/or modified and will be required to safeguard at their own site or premises.

INFORMATION TECHNOLOGY (IT)

d) Will the supplier be required to use its IT systems to electronically process and/or produce or store PROTECTED and/or CLASSIFIED information and/or data?

If Yes, specify the security level in the summary chart. This block details the information and/or data that will be electronically processed or produced and stored on a computer system. The client department and/or organization will be required to specify the IT security requirements for this procurement in a separate technical document. The supplier must also direct their attention to the following document: Treasury Board of Canada Secretariat - Operational Security Standard: Management of Information Technology Security (MITS).

e) Will there be an electronic link between the supplier’s IT systems and the government department or agency?

If Yes, the supplier must have their IT system(s) approved. The Client Department must also provide the Connectivity Criteria detailing the conditions and the level of access for the electronic link (usually not higher than PROTECTED B level).

SUMMARY CHART

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

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

PROTECTED	CLASSIFIED	NATO	COMSEC
PROTECTED A	CONFIDENTIAL	NATO RESTRICTED	PROTECTED A
PROTECTED B	SECRET	NATO CONFIDENTIAL	PROTECTED B
PROTECTED C	TOP SECRET	NATO SECRET	PROTECTED C
	TOP SECRET (SIGINT)	COSMIC TOP SECRET	CONFIDENTIAL
			SECRET
			TOP SECRET

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

If Yes, classify this form by annotating the top and bottom in the area entitled “Security Classification”.

b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

If Yes, classify this form by annotating the top and bottom in the area entitled “Security Classification” and indicate with attachments (e.g. SECRET with Attachments).

PART D - AUTHORIZATION

13. Organization Project Authority

This block is to be completed and signed by the appropriate project authority within the client department or organization (e.g. the person responsible for this project or the person who has knowledge of the requirement at the client department or organization). This person may on occasion be contacted to clarify information on the form.

14. Organization Security Authority

This block is to be signed by the Departmental Security Officer (DSO) (or delegate) of the department identified in Block 1, or the security official of the prime contractor.

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

A Security Guide or Security Classification Guide is used in conjunction with the SRCL to identify additional security requirements which do not appear in the SRCL, and/or to offer clarification to specific areas of the SRCL.

16. Procurement Officer

This block is to be signed by the procurement officer acting as the contract or subcontract manager.

17. Contracting Security Authority

This block is to be signed by the Contract Security Official. Where PWGSC is the Contract Security Authority, Canadian and International Industrial Security Directorate (CIISD) will complete this block.

Instructions pour établir la Liste de vérification des exigences relatives à la sécurité (LVERS)

La feuille d'instructions devrait rester jointe au formulaire jusqu'à ce que la case 17 ait été remplie.

GÉNÉRALITÉS - TRAITEMENT DU PRÉSENT FORMULAIRE

Le responsable du projet doit faire remplir ce formulaire.

L'agent de sécurité de l'organisation doit revoir et approuver les exigences de sécurité qui figurent dans le formulaire, en collaboration avec le responsable du projet.

Le responsable de la sécurité des marchés est le responsable chargé de voir à ce que les fournisseurs se conforment aux exigences de sécurité mentionnées dans la LVERS.

Toutes les demandes d'achat ainsi que tous les appels d'offres et les documents contractuels subséquents, y compris les contrats de sous-traitance, qui comprennent des exigences relatives à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS doivent être accompagnés d'une LVERS dûment remplie.

Il importe d'indiquer si les renseignements ou les biens PROTÉGÉS sont de niveau A, B ou C, le cas échéant; cependant, certains types de renseignements peuvent être indiqués par la mention « PROTÉGÉ » seulement. Aucun renseignement relatif à un contrat gouvernemental PROTÉGÉ ou CLASSIFIÉ ne peut être divulgué par les fournisseurs sans l'approbation écrite préalable de la personne dont le nom figure à la case 17 de ce formulaire.

La classification assignée à un stade particulier du processus contractuel ne signifie pas que tout ce qui se rapporte à ce stade doit recevoir la même classification. Chaque article doit être PROTÉGÉ et/ou CLASSIFIÉ selon sa propre nature. Si un fournisseur ne sait pas quel niveau de classification assigner, il doit consulter la personne dont le nom figure à la case 17 de ce formulaire.

PARTIE A - INFORMATION CONTRACTUELLE

Numéro du contrat (au haut du formulaire)

Ce numéro doit être le même que celui utilisé sur la demande d'achat et services et devrait être celui utilisé dans la DDP ou dans le contrat. Il s'agit d'un numéro unique (c.-à-d. que le même numéro ne sera pas attribué à deux besoins distincts). Une nouvelle LVERS doit être utilisée pour chaque nouveau besoin ou demande (p. ex. un nouveau numéro de contrat, une nouvelle LVERS, de nouvelles signatures).

1. Ministère ou organisme gouvernemental d'origine

Inscrire le nom du ministère ou de l'organisme client ou le nom de l'entrepreneur principal pour qui les travaux sont effectués.

2. Direction générale ou Direction

Cette case peut servir à fournir plus de détails quant à la section du ministère ou de l'organisme pour qui les travaux sont effectués.

3. a) Numéro du contrat de sous-traitance

S'il y a lieu, ce numéro correspond au numéro généré par l'entrepreneur principal pour gérer le travail avec son sous-traitant.

b) Nom et adresse du sous-traitant

Indiquer le nom et l'adresse au complet du sous-traitant, s'il y a lieu.

4. Brève description du travail

Donner un bref aperçu du besoin ou du travail à exécuter.

5. a) Le fournisseur aura-t-il accès à des marchandises contrôlées?

La *Loi sur la production de défense* (LPD) définit « marchandises contrôlées » comme désignant certains biens énumérés dans la Liste des marchandises d'exportation contrôlée, un règlement établi en vertu de la *Loi sur les licences d'exportation et d'importation* (LLEI). Les fournisseurs qui examinent, possèdent ou transfèrent des marchandises contrôlées à l'intérieur du Canada doivent s'inscrire à la Direction des marchandises contrôlées ou être exemptés de l'inscription. On trouvera plus d'information à l'adresse www.cgp.gc.ca.

b) Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?

L'entrepreneur et tout sous-traitant doivent être accrédités en vertu du Programme mixte d'agrément Etats-Unis / Canada si le travail comporte l'accès à des données militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques. On trouvera plus d'information à l'adresse www.dlis.dla.mil/jcp/.

6. Indiquer le type d'accès requis

Indiquer la nature du travail à exécuter pour répondre à ce besoin. L'utilisateur doit choisir un des types suivants :

a) Le fournisseur et ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?

Le fournisseur choisit cette option s'il doit avoir accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS pour accomplir le travail requis.

b) Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.

Le fournisseur choisit cette option seulement s'il doit avoir accès régulièrement aux locaux du gouvernement ou à un lieu de travail protégé. Le fournisseur n'aura pas accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS en vertu de cette option.

c) S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?

Le fournisseur choisit cette option s'il y a nécessité de recourir à un service de messagerie ou de livraison commerciale. Le fournisseur ne sera pas autorisé à garder un colis pendant la nuit. Le colis doit être retourné s'il ne peut pas être livré.

7. Type d'information / Restrictions relatives à la diffusion / Niveau d'information

Indiquer le ou les types d'information auxquels le fournisseur peut devoir avoir accès, énumérer toutes les restrictions possibles relatives à la diffusion, et, s'il y a lieu, indiquer le ou les niveaux d'information. L'utilisateur peut faire plusieurs choix selon la nature du travail à exécuter.

Les ministères doivent soumettre la LVERS à TPSGC lorsque:

- les marchés prévoient l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS étrangers ;
- les marchés prévoient aux entrepreneurs étrangers l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS canadiens; ou
- les marchés prévoient aux entrepreneurs étrangers ou canadiens l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS tels que définis dans les documents intitulés Moyens INFOSEC détermination et Divulgateion de INFOSEC.

a) Indiquer le type d'information auquel le fournisseur devra avoir accès

Renseignements et/ou biens du gouvernement canadien

Si des renseignements et/ou des biens canadiens sont indiqués, le fournisseur aura accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS appartenant au gouvernement canadien.

Renseignements et/ou biens de l'OTAN

Si des renseignements et/ou des biens de l'OTAN sont indiqués, cela signifie que, dans le cadre de ce besoin, le fournisseur aura accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS appartenant à des gouvernements membres de l'OTAN. Les renseignements et/ou les biens de l'OTAN sont élaborés par des pays de l'OTAN ou leur appartiennent et ne doivent être divulgués à aucun pays qui n'est pas un pays membre de l'OTAN. Les personnes qui manient des renseignements et/ou des biens de l'OTAN doivent détenir une autorisation de sécurité de l'OTAN et avoir besoin de savoir.

Les contrats comportant des renseignements CLASSIFIÉS de l'OTAN doivent être attribués par TPSGC. La DSICI de TPSGC est le responsable de la sécurité désigné relativement aux questions de sécurité industrielle au Canada.

Renseignements et/ou biens de gouvernements étrangers

Si des renseignements et/ou des biens de gouvernements étrangers sont indiqués, ce besoin permettra l'accès à des renseignements et/ou à des biens appartenant à un pays autre que le Canada.

b) Restrictions relatives à la diffusion

Si **À ne pas diffuser** est choisi, cela indique que les renseignements et/ou les biens sont **réservés aux Canadiens**. Seuls des fournisseurs canadiens installés au Canada peuvent soumissionner ce genre de besoin. NOTA : Si des renseignements et/ou des biens du gouvernement canadien coexistent avec des renseignements et/ou des biens réservés aux Canadiens, ceux-ci doivent porter la mention **Réservé aux Canadiens**.

Si **Aucune restriction relative à la diffusion** est choisi, cela indique que l'accès aux renseignements et/ou aux biens n'est assujéti à aucune restriction.

Si **Tous les pays de l'OTAN** est choisi, les soumissionnaires doivent appartenir à un pays membre de l'OTAN.

NOTA : Il peut y avoir plus d'une restriction s'appliquant à une demande, selon la nature des travaux à exécuter. Pour ce genre de contrat, un guide de sécurité doit être joint à la LVERS afin de clarifier les restrictions. Ce guide est généralement préparé par le chargé de projet et/ou le responsable de la sécurité de l'organisme.

c) Niveau d'information

À l'aide du tableau ci-dessous, indiquer le niveau approprié d'accès aux renseignements et/ou aux biens que le fournisseur doit avoir pour accomplir les travaux requis.

PROTÉGÉ	CLASSIFIÉ	NATO
PROTÉGÉ A	CONFIDENTIEL	NATO NON CLASSIFIÉ
PROTÉGÉ B	SECRET	NATO DIFFUSION RESTREINTE
PROTÉGÉ C	TRÈS SECRET	NATO CONFIDENTIEL
	TRÈS SECRET (SIGINT)	NATO SECRET
		COSMIC TRÈS SECRET

8. Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

Si la réponse est Oui, les membres du personnel du fournisseur qui doivent avoir accès à des renseignements ou à des biens COMSEC doivent participer à une séance d'information COMSEC. Cette séance sera donnée au « détenteur autorisé » des renseignements ou des biens COMSEC. Dans le cas des contrats du type « personnel affecté », cette séance sera donnée par le ministère client. Lorsque le fournisseur doit recevoir et conserver, dans ses locaux, des renseignements ou des biens COMSEC, le responsable de la garde des renseignements ou des biens COMSEC de l'entreprise donnera la séance d'information COMSEC aux membres du personnel qui doivent avoir accès à des renseignements ou à des biens COMSEC.

9. Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

Si la réponse est Oui, le fournisseur doit indiquer le titre abrégé du document, le numéro du document et le niveau de sensibilité. L'accès à des renseignements ou à des biens extrêmement délicats INFOSEC exigera que le fournisseur fasse l'objet d'une vérification Participation, contrôle et influence étrangers (PCIE) effectuée par la DSICI.

PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Niveau de contrôle de la sécurité du personnel requis

Indiquer le niveau d'autorisation de sécurité que le personnel doit détenir pour avoir accès aux renseignements, aux biens ou au site du client. Selon la nature du travail, il peut y avoir plus d'un niveau de sécurité. Veuillez noter que des cotes de sécurité sont accordées pour l'accès à des sites particuliers, selon des dispositions antérieures prises auprès du Secrétariat du Conseil du Trésor du Canada. La cote de sécurité donnant accès à un site s'applique uniquement aux personnes et n'est liée à aucune autre autorisation de sécurité accordée à des personnes ou à des organismes.

COTE DE FIABILITÉ	CONFIDENTIEL	SECRET
TRÈS SECRET	TRÈS SECRET (SIGINT)	NATO CONFIDENTIEL
NATO SECRET	COSMIC TRÈS SECRET	ACCÈS AUX EMBLEMES

Si plusieurs niveaux d'autorisation de sécurité sont indiqués, un guide de classification de sécurité doit être fourni.

b) Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

Si la réponse est Oui, cela veut dire que certaines tâches ne sont pas PROTÉGÉES et/ou CLASSIFIÉES et peuvent être exécutées à l'extérieur d'un environnement sécurisé par du personnel n'ayant pas d'autorisation de sécurité. Il faut répondre à la question suivante si l'on a recours à du personnel n'ayant pas d'autorisation de sécurité :

Le personnel n'ayant pas d'autorisation de sécurité sera-t-il escorté?

Si la réponse est Non, le personnel n'ayant pas d'autorisation de sécurité ne pourra pas avoir accès à des lieux de travail dont l'accès est réglementé ni à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS.

Si la réponse est Oui, le personnel n'ayant pas d'autorisation de sécurité devra être escorté par une personne détenant la cote de sécurité requise, pour faire en sorte que le personnel en question n'ait pas accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS sur les lieux de travail.

PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

11. RENSEIGNEMENTS / BIENS :

a) Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

Si la réponse est Oui, préciser, à l'aide du tableau récapitulatif, le niveau de sécurité des documents ou de l'équipement que le fournisseur devra protéger dans ses installations.

b) Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

Si la réponse est Oui, préciser, à l'aide du tableau récapitulatif, le niveau de sécurité des renseignements ou des biens COMSEC que le fournisseur devra protéger dans ses installations.

PRODUCTION

c) Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

Préciser, à l'aide du tableau récapitulatif, le niveau de sécurité du matériel que le fournisseur fabriquera, réparera et/ou modifiera et devra protéger dans ses installations.

TECHNOLOGIE DE L'INFORMATION (TI)

d) Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

Si la réponse est Oui, préciser le niveau de sécurité à l'aide du tableau récapitulatif. Cette case porte sur les renseignements qui seront traités ou produits électroniquement et stockés dans un système informatique. Le ministère/organisme client devra préciser les exigences en matière de sécurité de la TI relativement à cet achat dans un document technique distinct. Le fournisseur devra également consulter le document suivant : Secrétariat du Conseil du Trésor du Canada – Norme opérationnelle de sécurité : Gestion de la sécurité des technologies de l'information (GSTI).

e) Y aura-t-il un lien électronique entre les systèmes informatiques du fournisseur et celui du ministère ou de l'agence gouvernementale?

Si la réponse est Oui, le fournisseur doit faire approuver ses systèmes informatiques. Le ministère client doit aussi fournir les critères de connectivité qui décrivent en détail les conditions et le niveau de sécurité relativement au lien électronique (habituellement pas plus haut que le niveau PROTÉGÉ B).

TABLEAU RÉCAPITULATIF

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

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

PROTÉGÉ	CLASSIFIÉ	NATO	COMSEC
PROTÉGÉ A	CONFIDENTIEL	NATO DIFFUSION RESTREINTE	PROTÉGÉ A
PROTÉGÉ B	SECRET	NATO CONFIDENTIEL	PROTÉGÉ B
PROTÉGÉ C	TRÈS SECRET	NATO SECRET	PROTÉGÉ C
	TRÈS SECRET (SIGINT)	COSMIC TRÈS SECRET	CONFIDENTIEL
			SECRET
			TRÈS SECRET

12. a) La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

Si la réponse est Oui, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de

sécurité » au haut et au bas du formulaire.

b) La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

Si la réponse est Oui, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

PARTIE D - AUTORISATION

13. Chargé de projet de l'organisme

Cette case doit être remplie et signée par le chargé de projet pertinent (c.-à-d. la personne qui est responsable de ce projet ou qui connaît le besoin au ministère ou à l'organisme client. On peut, à l'occasion, communiquer avec cette personne pour clarifier des renseignements figurant sur le formulaire.

14. Responsable de la sécurité de l'organisme

Cette case doit être signée par l'agent de la sécurité du ministère (ASM) du ministère indiqué à la case 1 ou par son remplaçant ou par le responsable de la sécurité du fournisseur.

15. Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

Un Guide de sécurité ou un Guide de classification de sécurité sont utilisés de concert avec la LVERS pour faire part d'exigences supplémentaires en matière de sécurité qui n'apparaissent pas dans la LVERS et/ou pour éclaircir certaines parties de la LVERS.

16. Agent d'approvisionnement

Cette case doit être signée par l'agent des achats qui fait fonction de gestionnaire du contrat ou du contrat de sous-traitance.

17. Autorité contractante en matière de sécurité

Cette case doit être signée par l'agent de la sécurité du marché. Lorsque TPSGC est le responsable de la sécurité du marché, la Direction de la sécurité industrielle canadienne et internationale (DSICI) doit remplir cette case.