



**REQUEST FOR STANDING OFFER
DEMANDE D'OFFRE PERMANENTE**

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

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

Conseil national de recherches Canada
Services d'approvisionnement
1200, chemin de Montréal, Édifice M-22
Ottawa (Ontario)
K1A 0R6
Offre Télécopieur: (613) 991-3297

Instructions: See Herein

Proposal To:

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

Proposition aux:

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



Title/Sujet Laboratory Analysis on Samples of Water and Soil Biotechnology Research Institute Montreal, Quebec	
Solicitation No./N. de l'invitation 14-22092	Date December 8th, 2014
Solicitation Closes/L'invitation prend fin at/à 2 :00 PM on/le January 19th, 2015	Time Zone/Fuseau Horaire EST
Address Enquiries To/Adresser demandes de renseignements à : Alain Leroux Telephone No./N. de téléphone : (613) 991-9980 Facsimile No./N. de télécopieur : (613) 991-3297	

Instructions: Voir aux présentes

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



LABORATORY ANALYSIS ON SAMPLES OF WATER AND SOIL

1.0 PRESENTATION OF PROPOSALS

- 1.1 You are invited to submit two copies of a proposal to fulfil the following requirement forming part of this Request for Standing Offer. **The proposal should include the front page of this RFSO duly completed and signed by an authorized company representative.**

2.0 SCOPE OF WORK

- 2.1 The National Research Council of Canada is seeking contractors to conduct laboratory analyses of water, sediment and soil samples, in accordance with the specifications attached as Appendix "A", on an as and when required basis. The contractor shall provide all the required laboratory services, personnel, instruments and consumables. The awarding of the proposed Standing Offer may result in authorization to use one or several Standing Offers, in whole or in part, based on the lowest price for Price List (Appendix "B").
- 2.2 For any Standing Offer issued as a result of this invitation, it is understood and agreed that:
- a) a contractual obligation will come into force only if there is an authorized Call-Up Against a Standing Offer and only to the extent designated in the Call-Up;
 - b) a Standing Offer does not oblige the Designated User to authorize or order any goods/services whatsoever or to spend the estimated expenditure or any monies whatsoever; and
 - c) the NRC's liability under a Standing Offer shall be limited to the actual amount of goods/services "Called-Up" within the period specified.
- 2.1 The terms and conditions as set out herein will form part of the Standing Offer Agreement and will be incorporated into and form part of any and all authorized "Call-Up(s) Against a Standing Offer".

3.0 PERIOD OF STANDING OFFER

- 3.1 The period for placing call-ups against Standing Offers resulting from this Request for Proposal shall be from February 1, 2015 to January 31, 2016. There is an option to renew at NRC's discretion for two subsequent one-year periods, from February 1, 2016 to January 31, 2017 and February 1, 2017 to January 31, 2018 subject to satisfactory performance.



4.0 **ENQUIRIES**

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

Alain Leroux
Contracting Authority, Procurement Services
National Research Council Canada
1200 Montreal Road, Bldg. M-22
Ottawa, Ontario K1A 0R6 Telephone: (613) 991-9980
Facsimile: (613) 998-5701

- 4.2 To ensure the equality of information among Bidders, responses to general enquiries will be sent simultaneously to all bidders without identifying the source. All formal questions and answers will be distributed to all competing bidders unless such publication would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer distributed to all bidders.
- 4.3 Vendors who attempt to obtain information regarding any aspect of this RFSO during the solicitation period through any NRC contacts other than the Contracting Authority identified herein may be disqualified (for that reason alone).
- 4.4 It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFSO.

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

- 5.1 Proposals must be delivered not later than 14:00 EDT, January 19th, 2015 to the following **Contracting Authority**:

Alain Leroux
Contracting Authority, Procurement Services
National Research Council Canada
1200 Montreal Road, Bldg. M-22
Ottawa, Ontario K1A 0R6 Telephone: (613) 991-9980



Proposals must not be sent directly to the Project Authority

- 5.2 Proposals must be delivered in a sealed envelope and the Bidder's name and the RFSO No. should be clearly indicated on the Proposal Envelope. It is the vendor's responsibility to obtain date and time stamped receipt signed by the receptionist as proof that NRC has received their proposal within the prescribed time limit. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
- 5.3 Bid submissions must be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) dated 2001/02/01 attached as Appendix "D".
- 5.4 Due to the nature of this solicitation, NRC will not accept any proposal documents by facsimile.
- 5.5 NRC will not accept any proposal documents by electronic mail or on diskette.
- 5.6 Proposals received after the closing date will not be considered and will be returned to the sender. The sender has the sole responsibility for the timely dispatch and delivery of a proposal and cannot transfer such responsibility to the NRC. No supplementary information will be accepted after the closing deadline unless NRC requests a clarification.
- 5.7 All submitted proposals become the property NRC and will not be returned to the originator.

6.0 MANDATORY CRITERIA – CERTIFICATION REQUIREMENTS

List (Appendix B)

The bidder(s), as well as their sub contractors, must be certified under the following:

- The Accreditation Program for Environmental Analysis Laboratories (PALAE), administered by the Quebec Department of Sustainable Development, Environment and Parks; and
- The Canadian Association for Laboratory Accreditation Inc. (CALA) or the Standards Council of Canada (SCC)

The bidder(s) must also have ISO/IEC 17025 and 17011 quality control accreditation. Proof of certifications and accreditations must be submitted with the bid.

7.0 COST PROPOSAL

- 7.1 Prices shall be in Canadian dollars and correspond to a firm unit price per type of analysis, will be valid in all of the organization's laboratories located in Quebec and Ontario, and all expenses relating to personnel, instruments, consumables, the disposal of samples after the analysis has



been completed, and the shipping of containers and coolers to NRC-Montreal.

7.2 Costs relating to the shipping of material between NRC offices, located at 6100 Royalmount Avenue, Montreal, Quebec, and the closest analytical laboratory (cost of picking up samples) will be the responsibility and at the expense of the analytical laboratory. Transportation costs shall be included in the price per unit per type of analysis provided by the bidder(s) in each bid.

7.3 The bidder(s) must guaranty that the transportation of samples between NRC offices and the laboratory will not exceed 8 hours. If the duration of transportation exceeds this period, the laboratory must guarantee that the samples will be kept at 4° Celsius during transportation.

7.4 As part of the bid evaluation process, the following evaluation criteria will be taken into consideration:

- a) Compliance with certification and accreditation requirements
- b) Analyses/prices (firm prices)

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

8.0 LEVEL OF EFFORT

8.1 The funding available to support this work is limited to a maximum of \$67,000.00 per year excluding the GST or HST, whichever is applicable.

9.0 CONDITIONS OF SUBMISSION

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

9.2 The awarding of the proposed Standing Offer may result in authorization to use one or several Standing Offers, in whole or in part, based on the lowest price for Price List (Appendix "B").



- 9.3 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFSO.
- 9.4 Any Standing Offer resulting from this invitation will be subject to General Conditions 2010B (copy attached as Appendix "C") and any other special conditions that may apply.

10.0 **OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY**

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

11.0 **CONFIDENTIALITY**

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

12.0 **CRIMINAL CODE OF CANADA**

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



ADDITIONAL STANDING OFFER CLAUSES

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

14.0 T4-A SUPPLEMENTARY SLIPS

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

15.0 ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT

15.1 Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Project Authority named herein. There will be however; no day-to-day supervision of the Contractor's activities nor control of the Contractor's hours of work by the Project Authority.

15.2 The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.

16.0 GENERAL CONDITIONS

16.1 The General Conditions 2010B entitled "General Conditions Medium Complexity" and attached as Appendix "C" form part of this Standing Offer.

17.0 METHOD OF PAYMENT

17.1 Payment by NRC for the Work shall be made within:

- (a) thirty (30) days following the date on which all of the Work has been delivered at the location(s) specified in the Standing Offer and all other Work required to be performed by the Contractor under the terms of the Standing Offer has been completed; or
- (b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Standing Offer;

whichever is later.



- 17.2 If NRC has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, NRC shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as NRC requires. Failure by NRC to act within fifteen (15) days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

18.0 TAX WITHHOLDING OF 15 PERCENT

- 18.1 When a "non-resident" Contractor physically performs in Canada, the Parties hereto recognize that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident contractor as defined in the said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

19.0 ADDITIONAL WORK

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

20.0 INTERNATIONAL SANCTIONS

- 20.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. Details on existing sanctions can be found at:
<http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>
- 20.2 It is a condition of this Standing Offer that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 20.3 By law, the Contractor must comply with changes to the regulations imposed during the life of the Standing Offer. During the performance of the Standing Offer, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

21.0 NON-PERMANENT RESIDENT (FOREIGN COMPANY)



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

22.0 NON-PERMANENT RESIDENT (CANADIAN COMPANY)

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

23.0 LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS

23.1 It is a term of the Standing Offer that:

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

24.0 WORK AUTHORIZATION UNDER STANDING OFFER AGREEMENTS

24.1 Work under the Standing Offer Agreement will be authorized as follows:



- (a) prior to services being performed under this Standing Offer, the Project Manager named herein will define and confirm with the Contractor the scope of work and objectives of each project. The mutual understanding and agreement between the two parties will be reflected in the Contractor's proposal that will refer to the objectives, scope, resource level, fees etc.
- (b) the work plan, schedule and estimated level of effort can be negotiated between the Contractor and the Project Manager.
- (c) the Contractor will be authorized by the NRC to proceed with the work by issuance of a call-up against a Standing Offer NRC Form 769.

25.0 **ATTACHMENTS**

Appendix "A" - Specifications

Appendix "B" – Price Lists

Appendix "C" - NRC General Conditions

Appendix "D" – Standard Instructions and Conditions (Applicable to Bid Solicitation) dated 2001/02/01



APPENDIX "A" - SPECIFICATIONS

Description of work

Perform chemical analyses of water, sediment and soil samples in accordance with the list in Appendix B and submit the results by e-mail to the project manager within a maximum of five business days. The results must be provided in Excel format as well as an official copy in PDF format.

If shorter time delays are required by NRC to obtain the analytical results, emergency fees shall be applied to the analytical cost according to the following:

- within 24 hours, 50 % more than the original price
- within 48 hours, 25 % more than the original price
- within 72 hours, 15 % more than the original price

Note that these fees apply only for the transmission of the analytical results and do not apply, to the analytical delays prescribed in regulatory requirements. NRC commits to sending the analyses, for which there is an analytical delay of 7 days, at least 24 hours before the end of the prescribed delay. For examples, if NRC sends samples for which the analytical delay is 24 or 48 hours, the laboratory must complete the analyses within the required time and send the results within 5 days following and provide an invoice for the original price, without emergency fees.

The laboratory shall provide the analysis results, the physico-chemical analysis certificates which must be signed by the chemist in charge, the results of the quality assurance program, the detection and method qualification limits and the references for analytical methods. In addition, an interpretation of the reliability of the results based on the quality assurance and control program findings shall be supplied upon request.

List (Appendix B)

The detection limits reported by the laboratory, for each parameter analyzed, must be less than either 1) the Canadian Environmental Quality Guidelines provided by the Canadian Council of Ministers of the Environment (CCME) or to the generic criteria for soils and ground water ; or 2) the generic criteria for soil and groundwater stated in the Soil Protection and Rehabilitation of Contaminated Sites Policy published by Quebec's Ministère du Développement Durable, Environnement et Parcs; or 3) the Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act provided by Ontario Ministry of the Environment depending on what is required on the chain of custody form.

At the client's request, the bidder(s) shall provide the designated NRC project manager with sampling containers, bottles and coolers as well as field and transport blank, within five business days. The project manager shall contact the bidder(s) by phone or e-mail to request, as required, a sufficient quantity of containers, bottles and coolers, and the bidder(s) will be responsible for their delivery to NRC. The cost of the containers, bottles



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and coolers shall be assumed by the bidder(s) and shall be included in the cost per sample. The bidder(s) shall also provide the preservatives to be used in containers holding groundwater samples. For all requested analysis, the containers provided for sampling must meet the requirements of the Centre d'Expertise en Analyse Environnementale du Québec (CEAEQ) and the CCME.

The containers, bottles and coolers shall be available upon the awarding of the contract.

Further to a specific request from NRC, or the approval by NRC of a request from the bidder(s) based on analysis results or visual observation, the bidder(s) shall conduct additional "special analyses" of clearly identified samples.

The bidder(s) shall provide labels and paste them on the containers and bottles supplied. NRC may at any time request by e-mail to the laboratory to provide pre-filled labels containing the name of the project, the client's name and the name of the samples. In this case, the NRC will be in charge of transmitting the required information to the bidder. The transmission delay of labels and containers shall not spend to more than 5 working days.

The bidder(s) shall not divulge any information concerning NRC samples to third parties.

The bidder(s) shall keep all unused portions of samples for a minimum of thirty (30) days from the date the samples are received for analysis, after which it is the responsibility of the bidder(s) to dispose of any unused samples, packaging material, and containers used to hold samples.

Unless otherwise directed by NRC, the bidder(s) shall use the published versions of all standard test methods in effect at the time of sample analysis.

Unless otherwise specified by the project manager, the bidder(s) will be responsible for shipping the samples to the analytical laboratory and shall assume all associated costs.

Shipping

Costs relating to the shipping of material between NRC offices located at 6100 Royalmount Avenue, Montreal, Quebec, and the analytical laboratory (cost of picking up samples) will be the responsibility and at the expense of the analytical laboratory. Transportation costs shall be included in the price per unit per type of analysis provided by the bidder(s) in each bid.

The bidder(s) must guaranty that the transportation of samples between NRC offices and the laboratory will not exceed 8 hours. The laboratory must guarantee that the samples will be kept at 4° Celsius during transportation.

Soil and Water Laboratory Analyses - List - Appendix B

The estimated quantities are for evaluation purposes only. In no case will the Biotechnology Research Institute be required to respect these numbers.

		SOIL			Eau		
Item	Analysis	Estimated quantity (1 year)	Unit Price (\$) SOIL	Total (\$) SOIL	Estimated quantity (1 year)	Unit Price (\$) WATER	Total (\$) WATER
1	Petroleum Hydrocarbons (F1-F4)	250		\$ -	250		\$ -
2	Petroleum Hydrocarbons (c10-C50)	25		\$ -	25		\$ -
3	Volatile Organic Carbon (VOC)	150		\$ -	150		\$ -
4	VOC (THH + MAH)	15		\$ -	15		\$ -
5	BTEX	25		\$ -	25		\$ -
6	PAH (Polycyclic Aromatic Hydrocarbons)	50		\$ -	50		\$ -
7	Metals ICP/MS (1 metal)	5		\$ -	5		\$ -
8	Heavy metals	50		\$ -	50		\$ -
9	Metals ICP (13 metals)	150		\$ -			
10	Metals ICP (16 metals)				150		\$ -
11	Metals ICP (23 metals)	15		\$ -	15		\$ -
12	Total Mercury (cold vapour)	20		\$ -	20		\$ -
13	Total iron	25		\$ -	25		\$ -
14	Ferrous iron				10		\$ -
15	Uranium	10		\$ -	10		\$ -
16	Chromium Cr3+	10		\$ -	10		\$ -
17	Chromium Cr6+	10		\$ -	10		\$ -
18	Hardness	50		\$ -	50		\$ -
19	Nitrite (NO ₂)	10		\$ -	10		\$ -
20	Nitrate (NO ₃)	10		\$ -	10		\$ -
21	Nitrite and nitrate (NO ₂ - NO ₃)	10		\$ -	10		\$ -
22	Ammonium nitrogen (NH ₃)	10		\$ -	10		\$ -
23	Total Kjeldahl nitrogen (TKN)	10		\$ -	10		\$ -
24	TOC (Total Organic Carbon)	10		\$ -	10		\$ -
25	Total Phosphorous	10		\$ -	10		\$ -
26	Ortho phosphates (O-PO ₄) (water soluble)				10		\$ -
27	pH	10		\$ -	10		\$ -
28	Alcalinity	25		\$ -	25		\$ -
29	Sulfates	25		\$ -	25		\$ -
30	PCB (congeners)	20		\$ -	20		\$ -
31	PCB (Aroclor)	5		\$ -	5		\$ -
32	Total glycols	40		\$ -	20		\$ -
33	Phenol (GC/MS)	10		\$ -	10		\$ -
34	Asbestos	5		\$ -			
35	Sulfur				25		\$ -
36	Chloride	5		\$ -	25		\$ -
37	Total sulfur (LECO oven)	25		\$ -			
38	Energetics	100		\$ -	100		\$ -
39	Perchlorate	10		\$ -	10		\$ -
40	Dissolved organic carbon (DOC)	10		\$ -	10		\$ -
41	Particle-size distribution	15		\$ -			
42	Sedimentometry	10		\$ -			
43	Cationic exchange capacity (CEC)	20		\$ -			
44	Combustion	2		\$ -	2		\$ -
45	BTEX in leachate	2		\$ -	2		\$ -
46	Benzo(a)pyrene in leachate	2		\$ -	2		\$ -
47	Metals in leachate	2		\$ -	2		\$ -

\$ -

\$ -

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** Other criteria	
Emergency Analysis	** Fees (%)
24 Hours	50%
48 Hours	25%
72 Hours	15%

** Other Criteria: Emergency Analysis Fees

** Indicate the percentage of the normal fee to be charged for analysis required faster than the regular time delay (emergency analyses).

** Take these fees into consideration when completing the bids.



Government / Gouvernement General Conditions -
 Appendix « C »
 of Canada / du Canada Services

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

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

2010B 01 (2008-05-12) Interpretation

In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The Contractor represents and warrants that:

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

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

2010B 05 (2008-05-12) Subcontracts

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

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

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

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

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

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

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

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

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

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

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

2010B 10 (2010-08-16) Taxes

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

Manitoba 390-516-0

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

3. Changes to Taxes and Duties

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

4. GST or HST

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

5. Tax Withholding of 15 Percent

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

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

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

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

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

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

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is

delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 14.

2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

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

1. For the purpose of this section:

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

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

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

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

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

2010B 15 (2008-05-12) Audit

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

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

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

2010B 17 (2008-05-12) Confidentiality

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.
2. Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.

3. The obligations of the Parties set out in this section do not apply to any information where the same information:
 - (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
 - (c) is developed by a Party without use of the information of the other Party.
4. The Contractor consents in the case of a contract that has a value in excess of \$10,000.00 to the public disclosure of information – other than information described in any of paragraphs 20(1)a) to (d) of the Access to Information Act – relating to the contract.

2010B 18 (2008-05-12) Copyright

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

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

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

2010B 20 (2008-05-12) Amendment

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

2010B 21 (2008-05-12) Assignment

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

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

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

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

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.

2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the dissolution, liquidation or winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Contractor, is available on the Treasury Board Web site.

2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

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

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

**Appendix “D” - STANDARD INSTRUCTIONS AND CONDITIONS:
(APPLICABLE TO BID SOLICITATION)**

1. Submission of Bids

1.1 It is the Bidder's responsibility to:

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

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

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

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

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

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

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

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

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

2. Late Bids

2.1 It is NRC policy to return, unopened, bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

3. Delayed Bids

3.1 A bid delivered to the specified Bid Receiving area after the closing date and time but before the contract award date may be considered, provided the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). The only pieces of evidence relating to a delay in the CPC system that are acceptable to NRC are:

- (a) CPC cancellation date stamp;
- (b) a CPC Priority Courier Bill of Lading; and
- (c) a CPC Xpresspost Label,

that clearly indicate that the bid was mailed prior to the bid closing date.

Example: If the bid closing date was May 15, 1995, then the CPC cancellation date stamp should read no later than May 14, 1995, to be accepted.

3.2 Please request the postal employee to date-stamp your envelope.

3.3 For bids transmitted by facsimile or commercial telegram, only the date and the time of receipt recorded by NRC at the Bid Receiving number stated in the bid solicitation will be accepted as evidence of a delayed bid.

3.4 Misrouting, traffic volume, weather disturbances, or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by NRC.

4. Postage Meters

4.1 Postage meter imprints, whether imprinted by the Supplier, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing. It should be noted that CPC does not normally apply a cancellation date stamp to metered mail; this is usually done only when postage stamps are used.

5. Responses Transmitted by Facsimile or Commercial Telegram

5.1 If you are in doubt that your bid will be delivered on time at the specific location designated for the receipt of the bid, you may use a facsimile or a commercial telegram, unless otherwise instructed in the bid solicitation.

Due to the volume of technical material required for some bids, certain bid solicitations may specify that submissions by facsimile or commercial telegram are not acceptable (e.g. science solicitations).

5.2 Unless otherwise instructed in the bid solicitation, the only acceptable number for responses to bid solicitations issued by NRC headquarters sectors is facsimile number (613) 991-3297.

5.3 If the bidder chooses to submit a facsimile or commercial telegram bid, NRC will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to the following:

- (a) receipt of garbled or incomplete bid;
- (b) availability or condition of the receiving facsimile equipment;
- (c) incompatibility between the sending and receiving equipment;
- (d) delay in transmission or receipt of the bid;
- (e) failure of the Bidder to properly identify the bid;
- (f) illegibility of the bid; or
- (g) security of bid data.

5.4 Bids submitted by facsimile or commercial telegram will constitute your formal bid and must contain:

- (a) the bid reference number;
- (b) the closing date and time;
- (c) sufficient data to allow evaluation, such as unit prices, country of currency in the event that the bid is submitted in a foreign currency, sales tax, duty, technical data (where applicable) and any deviation(s) from the bid solicitation document.

5.5 For responses transmitted by facsimile or commercial telegram, written confirmation is required within two (2) working days after bid closing, unless otherwise specified in this solicitation. All documents confirming bids should bear the word "CONFIRMATION".

5.6 NRC does not undertake to protect the confidentiality of the transmission of any document sent by facsimile. Vendors concerned with the confidentiality of their documents are advised to submit their proposals in sealed envelopes.

6. Customs Clearance

6.1 It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the scheduled bid closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted under the Late Bids Policy.

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