



National Research Council Canada
Administrative Services and
Property Management Branch

Conseil national de recherches Canada
Direction des services administratifs et
gestion de l'immobilier

**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

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|---|--|
| Title/Sujet Recovery and Disposal of Hazardous Waste | |
| Solicitation No./N. de l'invitation 15-22032 | Date June 19th, 2015 |
| Solicitation Closes/L'invitation prend fin at/à 2 :00pm on/le July 30, 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) 998-5701 | |
| | |

Instructions: See Herein

Instructions: Voir aux présentes

Proposal To:

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

Proposition aux:

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



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

RECOVERY AND DISPOSAL OF HAZARDOUS WASTE

1.0 PRESENTATION OF PROPOSALS

- 1.1 You are invited to submit two copies of a Technical Proposal and two copies of a Financial Proposal in two separate envelopes to fulfil the following requirement forming part of this Request for Standing Offer. One envelope **must** be clearly marked 'Technical Proposal' and the other envelope **must** be marked 'Financial Proposal'. All financial information **must** be fully contained in the Financial Proposal, and only in the Financial Proposal. Vendors who provide financial information in the technical proposal will be disqualified. **All proposals should include the front page of this RFP duly completed.**

2.0 SCOPE OF WORK

- 2.1 This is a Request for a Standing Offer for the recovery and disposal of hazardous waste through the Administrative Services and Property Management Branch (ASPM) for the National Research Council Canada (NRC). The services will be performed on an "as required" basis in accordance with the detailed Statement of Work attached as Appendix "A".
- 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 (NRC Form 769) 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.
- 2.3 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 award of contract to March 31, 2016.
- 3.2 There is an option to renew at NRC's discretion for five (5) subsequent one-year periods, subject to satisfactory performance and agreement upon a satisfactory fee structure for that period(s).

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 made available to all bidders unless such publications would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available through the Open Bidding System (OBS) to all bidders.
- 4.3 Vendors who attempt to obtain information regarding any aspect of this 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 2:00 EST, July 30th, 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) 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** (more details in Appendix "A")

6.1 The Proponent must be in good regulatory standing and must include with his submission a detailed portfolio of the company identifying its operational capabilities methods and procedures to be utilized to collect, transport, process and dispose of the hazardous waste. The description must include, but is not limited to the following criteria:

- ▶ Description of the management system that will be applied throughout the contract, the control of the physical and administrative processes: documentation and record keeping through to final disposal and testing programs for identification of non-conforming products. Designation of transfer stations and final disposal sites.
- ▶ Submission of CV's and/or certificates of training and experience for managerial supervisory type and location of all plant facilities and disposal sites to be used for the treatment and disposal of each and technical personnel who will be employed in the performance of this contract.
- ▶ Identification of the category of waste, including the by-products and residuals from such operations.
- ▶ Submission of copies of all licenses and permits required by law and regulations for the collection, transportation and disposal of chemical hazardous waste including compliance approval for a waste management system, waste transfer stations and waste disposal site.
- ▶ Submission of the proponent's company, listing previously completed and current contracts, all must be for a value exceeding \$100,000, for similar chemical waste disposal to demonstrate experience and ability to perform the work required by this contract. Must include names, addresses and telephone numbers of those where the work was performed.
- ▶ Along with the company's description, submit a listing of all sub-contractors and vendors proposed to carry out work under this contract. Once approved by the NRC Project Authority, they cannot be changed without written approval from NRC.
- ▶ All Environmental Insurance shall be included in the overall pricing structure.
- ▶ Commercial General Liability
- ▶ Professional Liability Insurance

7.0 **COST PROPOSAL**

- 7.1 Pricing Grid attached as Appendix "B" must be completed.
- 7.2 Provide unit rates for the services requested in the pricing matrix. Unit rates shall be all inclusive and must include salary burden, insurance, mark-up, profit, overhead,

expendable/free issue materials, transportation, tools, WSIB, supervision and related administrative costs for services on an "as and when requested basis".

7.3 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.

7.4 Bids will be evaluated in Canadian currency, therefore, for evaluation purposes, the exchange rate quoted by the Bank of Canada as being in effect on date of bid closing, shall be applied as the conversion factor for foreign currency. Prices quoted shall not be subject to, or conditional upon, fluctuations in commercial or other interest rates during either the evaluation or Standing Offer period.

8.0 **LEVEL OF EFFORT**

8.1 The funding available to support this work is limited to a maximum of \$100,000.00 excluding the GST or HST, whichever is applicable. This is an estimate only and it is understood that NRC is not committed to spending the entire amount.

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 method of selection will be the lowest priced compliant bid.

9.3 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFSO.

9.4 Your proposal should contain the following statement:

"We hereby certify that the price quote is not in excess of the lowest price charged anyone else, including our most favoured customer, for like services".

9.5 Any Standing Offer resulting from this invitation will be subject to the General Conditions 2010C (copy attached as Appendix "C") and any other special conditions that may apply.

10.0 **SECURITY**

10.1 The successful bidder will be escorted at all times by NRC personnel.

11.0 **OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY**

11.1 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.

12.0 CONFIDENTIALITY

12.1 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.

13.0 CRIMINAL CODE OF CANADA

13.1 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 GOVERNMENT SMOKING POLICY

15.1 Where the performance of the work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada, which prohibits smoking on any government premises.

16.0 ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT

16.1 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.

16.2 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.

17.0 GENERAL CONDITIONS

17.1 The General Conditions 2010C entitled "General Condition - Services" and attached as Appendix "C" form part of this Standing Offer.

18.0 PROGRESS REPORT

18.1 As part of and together with each progress claim, the Contractor must submit a progress report consisting of a narrative of approximately one (1) page describing the technical progress achieved in terms of the "Statement of Work", explaining any variations in the work or expenditure plan, specifying any problems encountered or foreseen (relating to time, cost or technical matters) and any other matter considered reportable by the Contractor.

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 NON-PERMANENT RESIDENT (FOREIGN COMPANY)

20.1 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.

21.0 NON-PERMANENT RESIDENT (CANADIAN COMPANY)

21.1 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.

22.0 LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS

22.1 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.

23.0 FORMER PUBLIC SERVANT

23.1 Contracts with 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 with FPS, offerors must provide the information required below.

23.2 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 FPS . 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.

23.3 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **Yes () No ()**

If so, the Offerors 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.

23.4 By providing this information, Offerors agree that the successful Offeror'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: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

23.5 Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Offeror 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 reduction program.

23.6 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 the Goods and Services Tax or Harmonized Sales Tax.

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 **OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)**

25.1 The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

26.0 **ATTACHMENTS**

- Appendix "A" - Detailed Statement of Work
- Appendix "B" – Pricing Grid
- Appendix "C" – NRC General Conditions
- Appendix "D" – Standard Instructions and Conditions (Applicable to Bid Solicitation)

APPENDIX A
STATEMENT OF REQUIREMENTS
RECOVERY AND DISPOSAL OF HAZARDOUS WASTE

1.0 Introduction

The National Research Council of Canada (NRC), through the Administrative Services and Property Management (ASPM) Branch is issuing this Request for Standing Offer (RFSO) for the recovery and disposal of hazardous waste from its facilities in the National Capital Region (NCR), predominately in Ottawa, Ontario. NRC is seeking a private sector organization which is capable of providing the recovery and disposal of various hazardous wastes, as identified herein. The hazardous waste must be packed, removed, transported and disposed of in accordance with provincial, federal laws, regulations and municipal by-laws.

NRC through ASPM is committed to providing a safe and healthy work environment for its staff, guest workers, visitors and contractors and to protect the environment by incorporating a Hazardous Waste Management Program that ensures:

- the Hazardous Waste contractor complies with the regulatory requirements and follows the terms and conditions detailed in this RFSO and all relevant Federal and Provincial legislation, and municipal by-laws
- the occupational health and safety conditions are closely monitored and enforced during the work
- proper documentation is provided.

1.1 Background

1.1.1 History

The National Research Council of Canada is first and foremost a research organization and as such has planned its future on the basis of a renewed commitment to research excellence and relevance.

The Administrative Services and Property Management (ASPM) Branch provides logistical and administrative services to NRC'S Research Portfolios and Programs. These services include:

- Engineering and Maintenance
- Utilities
- Property management
- Construction
- Transport

- Procurement services
- Material management
- Conference services
- Mail

1.2 Overview of NRC's Building and Property Portfolio

1.2.1 Properties and Buildings

The Contractor will provide services at the five locations in the National Capital Region, registered on the Province's Hazardous Waste Information Network (HWIN) website as generators of hazardous waste.

- Montreal Road Campus (1200 Montreal Road)
- 100 Sussex Drive Campus
- Uplands Campus (Research Road)
- AST Facilities (2320 Lester Road)
- Carleton Place Facility (833 Concession Road 8, Mississippi Mills, Ontario)

The Montreal Road Campus is the largest of these locations with more than 70 buildings and structures. NRC's corporate offices as well as most of the Portfolio's main offices are located at this site. As well, a large number of research facilities are located here.

100 Sussex Drive consists of one main building housing several portfolios. The facility is located next to Rideau Falls and the British High Commissioner on one of the most prestigious locations in Ottawa.

Uplands Campus consists of six buildings where aeronautical research is conducted, adjacent to the Ottawa MacDonald Cartier International Airport.

The AST facility consists of seven buildings where research on surface transportation and testing is conducted, adjacent to the Airport Parkway and Ottawa International Airport.

The Carleton Place Facility accommodates NRC's Fire Research Facility, Building U-96, consisting of a large fire laboratory, 55m x 30m wide x 13m high for conducting any kind of full scale fire experiment plus a fully instrumental 10 story tower for evaluating smoke movement and smoke control measures. The facility is located north-west of Carleton Place, Ontario on Concession Road 8, Mississippi Mills, Ontario.

Description of Services Required

Collect, classify, consolidate and package all waste according to Ontario Ministry of Environment and Federal Transportation of Dangerous Goods regulations.

- 1.3.1 Provide recovery and disposal services for chemical and hazardous waste from the five NRC registered sites listed herein.
- 1.3.2 Provide and prepare all required documentation required by Transport Canada's Transportation of Dangerous Goods Regulations and the Ministry of Environment Hazardous Waste Information Network (HWIN) manifests.
- 1.3.3 The waste types and associated quantities listed in Appendix "B" are estimated quantities which are based on rising and declining trends over the past few years. These projected quantities do not represent the specific quantity of waste produced and removed over the years covered by this contract and should not be construed as such.
- 1.3.4 The proponent undertakes to be responsible for hazardous waste disposal in accordance with the applicable legislation whether federal, provincial or municipal. The hazardous waste shall become the proponent's property as soon as it is picked up. The proponent assumes custody and immediate care, charge and control of all wastes once loaded onto the proponent's equipment for transportation.
- 1.3.5 The specific services shall include the following:
 - ▶ The supply of containers and packing material, as required
 - ▶ Documentation and listing of inventoried products for disposal
 - ▶ Supply and complete all manifests for the transportation of hazardous waste materials
 - ▶ The handling, packaging, transportation, treatment/neutralization and disposal of the waste
- 1.3.6 When contracted for a pick-up, the proponent shall make an appointment 48 hours in advance with the NRC Project Authority for the recovery and pick-up of the hazardous waste between 8 a.m. and 4 p.m. during the work week.
- 1.3.7 After each pick-up, within 15 days, provide the NRC Project Authority with documentation acknowledging receipt of the waste materials and a list of any sub-contractors/vendors involved in either the disposal or destruction of the hazardous waste.

- 1.3.8 The proponent must be trained and capable of cleaning up spills that have occurred during the collection process and must carry appropriate spill response equipment on the transport vehicle.
- 1.3.9 The proponent must have the capability to provide on-site response to an urgent or emergency situation. Response time shall not exceed three hours.
- 1.3.10 When requested, the proponent shall provide the services of an experienced chemist, at a set hourly rate. The chemist may be required to assist or provide guidance with the collection, to segregate identify and properly pack the waste and prepare all required documentation. The chemist, at no additional cost, shall be available by telephone to answer any questions the NRC Project Authority may have. The chemist must be qualified and trained to identify and manage unusual chemicals and unknowns.
- 1.3.11 When requested, the proponent shall provide technical support to NRC pertaining to the electronic modification of the NRC, HWIN registry as required by NRC.
- 1.3.12 When requested, the proponent shall provide NRC with any information pertaining to the proponents receiver site(s), infrastructure, facilities, equipment or procedures that will be required for NRC to meet their hazardous waste registration or other environmental obligations, such as certificate of approval registration number.

Note: (i) NRC undertakes to maintain all five generator sites listed on the HWIN web site as in “Good Standing” with prepayment of registration, manifest, and tonnage fees and the appropriate waste stream authorization.
(ii) NRC reserves the right to inspect the facilities of the successful proponent prior to signing a contract.

1.4 Qualifications

- 1.4.1 The Proponent must be in good regulatory standing and must include with his submission a detailed portfolio of the company identifying its operational capabilities methods and procedures to be utilized to collect, transport, process and dispose of the hazardous waste. The description must include, but is not limited to the following criteria:
- ▶ Description of the management system that will be applied throughout the contract, the control of the physical and administrative processes: documentation and record keeping through to final disposal and testing programs for identification of non-conforming products. Designation of transfer stations and final disposal sites.

- ▶ Submission of CV's and/or certificates of training and experience for managerial supervisory type and location of all plant facilities and disposal sites to be used for the treatment and disposal of each and technical personnel who will be employed in the performance of this contract.
- ▶ Identification of the category of waste, including the by-products and residuals from such operations.
- ▶ Submission of copies of all licenses and permits required by law and regulations for the collection, transportation and disposal of chemical hazardous waste including compliance approval for a waste management system, waste transfer stations and waste disposal site.
- ▶ Submission of the proponent's company, listing previously completed and current contracts, all must be for a value exceeding \$100,000, for similar chemical waste disposal to demonstrate experience and ability to perform the work required by this contract. Must include names, addresses and telephone numbers of those where the work was performed.
- ▶ Along with the company's description, submit a listing of all sub-contractors and vendors proposed to carry out work under this contract. Once approved by the NRC Project Authority, they cannot be changed without written approval from NRC.

1.5 Reporting

- 1.5.1 Semi-annually, submit to the NRC Project Authority, an activity report that includes the waste description, volume of waste received and disposed and the related associated costs. This activity report is to be reported on a site by site basis. The report is also to identify the final disposal destination of each waste class.

1.6 Safety and Protection

- The Contractor will comply with all ordinances, rules and regulations relating to the transportation and disposal of the hazardous waste and to the preservation of the public health.
- Continuously protect NRC property from damage, injury or loss arising in connection with this Contract. The Contractor shall make good, at its own expense, any damage, injury or loss to the property. Provided that the Contractor has taken reasonable precautions, the Contractor shall not be responsible for any such damage, injury or loss which NRC has agreed to insure or which may be directly caused by NRC, its agents or employees.
- In the event that any system or equipment appears to be unsafe, take interim remedial action and immediately notify NRC and remain at the site until steps have been taken to protect the public and occupants from the hazard or condition.

1.7 Taxes and Licences

- The successful Contractor will assume the sole responsibility for the payment of insurance premiums, licenses, taxes, and all other charges imposed by the federal, provincial, or municipal authorities.
- Conform to the requirements of the Ministry of the Environment Regulation 347 under the Environmental Protection Act for waste management, transporting and disposal of hazardous waste.

1.8 Insurance

1. All Environmental Insurance shall be included in the overall price structure.
2. **General**
 - a) The Contractor and the other members of the Contractor's Team shall have in place the appropriate liability insurance coverage as required and shall maintain all required insurance policies as required herein.
 - b) The Contractor 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 Contractor 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 Contractor.
 - d) Any insurance coverage additional to those required herein that the Contractor and the other members of the Contractor Team may deem necessary for their own protection or to fulfill their obligations shall be at their own discretion and expense.
3. **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 per occurrence; an aggregate limit of not less than \$5,000,000 within any policy year.
 - b) The policy shall insure the Contractor and shall include Her Majesty the Queen in right of Canada, represented by the Minister of

Public Works and Government Services as an Additional Insured, with respect to liability arising out of the performance of the Services.

4. 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 \$250,000 per claim, and be continually maintained from the commencement of performance of the Services until five (5) years after their completion.
- b) The following provision must be incorporated into the conditions of the Contractor's Professional Liability insurance coverage:
"Notice of Cancellation of Insurance Coverage: The Insurer agrees to give the Contracting Authority at least thirty (30) days prior written notice of any policy cancellation."

APPENDIX B

PRICING MATRIX

RECOVERY AND DISPOSAL OF HAZARDOUS WASTE

1. Period of Contract and Option to Extend Contract

The period for placing call-ups against this Standing Offer resulting from this Request for Standing Offer shall be for a one (1) year period plus 5-one (1) year option years, subject to satisfactory performance.

NRC is not obliged to exercise any of the five option years. The exercise of any option year will be at NRC's sole discretion by providing notification in writing to the Contractor at least 120 days prior to the Contract expiry date or the expiry date of an exercised option year. NRC reserves the right to use alternate vendors at its discretion.

2. Costs

2.1 Pricing

- Provide a cost breakdown on a year to year basis. The prices must be all inclusive of all labour, materials, transportation, associated services, overhead, profit, mark-ups, etc.
- Contractors must submit with their tender submission the calculation formula to determine a fuel surcharge, if applicable, during the full term of the Contract. Failure to provide this will forfeit the right to include this cost on the invoices.

2.2 Unit rates

Provide unit rates for the services requested in the pricing matrix. Unit rates shall be all inclusive and must include salary burden, insurance, mark-up, profit, overhead, expendable/free issue materials, transportation, tools, WSIB, supervision and related administration costs for services on an "as and when requested basis".

3. Contract Limitations

- 3.1** The maximum total value per year against this standing offer shall not exceed \$100,000. (This is an estimate only and it is understood that NRC is not committed to spending the entire amount).
- 3.2** The HST shall be shown as a separate line item, if applicable.

PRICING MATRIX

| WASTE TYPE | UNIT PRICE | | | | | | | | | | | |
|--|------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|
| | Year 1 | Est. Qty. | Option Year 1 | Est. Qty. | Option Year 2 | Est. Qty. | Option Year 3 | Est. Qty. | Option Year 4 | Est. Qty. | Option Year 5 | Est. Qty. |
| <u>Organic Lab-Packs (205L)</u> | | 10 | | 10 | | 10 | | 10 | | 10 | | 10 |
| Half Packs | | | | | | | | | | | | |
| Full Packs | | 50 | | 50 | | 50 | | 50 | | 50 | | 50 |
| <u>Inorganic Lab-Packs (205L)</u> | | 15 | | 15 | | 15 | | 15 | | 15 | | 15 |
| Half Packs | | | | | | | | | | | | |
| Full Packs | | 45 | | 45 | | 45 | | 45 | | 45 | | 45 |
| <u>Oxidizer Lab-Packs (205L)</u> | | 5 | | 5 | | 5 | | 5 | | 5 | | 5 |
| Half Packs | | | | | | | | | | | | |
| Full Packs | | 5 | | 5 | | 5 | | 5 | | 5 | | 5 |

| WASTE TYPE | UNIT PRICE | | | | | | | | | | | |
|--|------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|
| | Year 1 | Est. Qty. | Option Year 1 | Est. Qty. | Option Year 2 | Est. Qty. | Option Year 3 | Est. Qty. | Option Year 4 | Est. Qty. | Option Year 5 | Est. Qty. |
| <u>Paint</u> <u>Lab-Packs (205L)</u> Half Packs | | 5 | | 5 | | 5 | | 5 | | 5 | | 5 |
| Full Packs | | 5 | | 5 | | 5 | | 5 | | 5 | | 5 |
| <u>Pesticides</u> <u>Lab-Packs (205L)</u> Half Packs | | 5 | | 5 | | 5 | | 5 | | 5 | | 5 |
| Full Packs | | 5 | | 5 | | 5 | | 5 | | 5 | | 5 |

#15-22032

| WASTE TYPE | UNIT PRICE | | | | | | | | | | | |
|--|------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|
| | Year 1 | Est. Qty. | Option Year 1 | Est. Qty. | Option Year 2 | Est. Qty. | Option Year 3 | Est. Qty. | Option Year 4 | Est. Qty. | Option Year 5 | Est. Qty. |
| <u>Resin/Adhesive Lab-Packs (205L)</u> | | | | | | | | | | | | |
| Half Packs | | 5 | | 5 | | | | 5 | | | | 5 |
| Full Packs | | 10 | | 10 | | | | 10 | | | | 10 |
| Waste Acid (205L) | | 5 | | 5 | | | | 5 | | | | 5 |
| Waste Alkali (205L) | | 5 | | 5 | | | | 5 | | | | 5 |
| Waste Fuels (205L) | | 10 | | 10 | | | | 10 | | | | 10 |
| Waste Solvent (205L) | | 40 | | 40 | | | | 40 | | | | 40 |
| Waste Halogenated Solvent (205L) | | 20 | | 20 | | | | 20 | | | | 20 |
| Waste Oils (205L) | | 50 | | 50 | | | | 50 | | | | 50 |

| WASTE TYPE | UNIT PRICE | | | | | | | | | | | |
|-----------------------------------|------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|
| | Year 1 | Est. Qty. | Option Year 1 | Est. Qty. | Option Year 2 | Est. Qty. | Option Year 3 | Est. Qty. | Option Year 4 | Est. Qty. | Option Year 5 | Est. Qty. |
| Waste Oil/Water (205L) | | 20 | | 20 | | 20 | | 20 | | 20 | | 20 |
| Antifreeze/Glycol (205L) | | 5 | | 5 | | 5 | | 5 | | 5 | | 5 |
| PCB Ballast (per KG) | | 600 | | 600 | | 600 | | 600 | | 600 | | 600 |
| Organic Peroxides (per KG) | | 15 | | 15 | | 15 | | 15 | | 15 | | 15 |
| Water Reactive Chemicals (per KG) | | 40 | | 40 | | 40 | | 40 | | 40 | | 40 |

#15-22032

| WASTE TYPE | UNIT PRICE | | | | | | | | | | | |
|---|------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|
| | Year 1 | Est. Qty. | Option Year 1 | Est. Qty. | Option Year 2 | Est. Qty. | Option Year 3 | Est. Qty. | Option Year 4 | Est. Qty. | Option Year 5 | Est. Qty. |
| Mixed Batteries (per KG) | | 3000 | | 3000 | | 3000 | | 3000 | | 3000 | | 3000 |
| Lead Acid Batteries (per KG) | | 400 | | 400 | | 400 | | 400 | | 400 | | 400 |
| Mercury (per KG) | | 15 | | 15 | | 15 | | 15 | | 15 | | 15 |
| Gas Cylinders <u>Class 2.1</u> Lecture cylinder | | 15 | | 15 | | 15 | | 15 | | 15 | | 15 |
| Small cylinder | | 10 | | 10 | | 10 | | 10 | | 10 | | 10 |

| WASTE TYPE | UNIT PRICE | | | | | | | | | | | |
|--|------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|
| | Year 1 | Est. Qty. | Option Year 1 | Est. Qty. | Option Year 2 | Est. Qty. | Option Year 3 | Est. Qty. | Option Year 4 | Est. Qty. | Option Year 5 | Est. Qty. |
| Gas Cylinders <u>Class 2.2</u> Lecture cylinder | | 15 | | 15 | | 15 | | 15 | | 15 | | 15 |
| Small cylinder | | 15 | | 15 | | 15 | | 15 | | 15 | | 15 |
| Gas Cylinders <u>Class 2.3</u> Lecture cylinder | | 5 | | 5 | | 5 | | 5 | | 5 | | 5 |
| Small cylinder | | 5 | | 5 | | 5 | | 5 | | 5 | | 5 |

| WASTE TYPE | UNIT PRICE | | | | | | | | | | | |
|---|------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|
| | Year 1 | Est. Qty. | Option Year 1 | Est. Qty. | Option Year 2 | Est. Qty. | Option Year 3 | Est. Qty. | Option Year 4 | Est. Qty. | Option Year 5 | Est. Qty. |
| Chemist (On-site hourly rate, Pick-up, etc.) | | 60 | | 60 | | 60 | | 60 | | 60 | | 60 |
| Administratio n Services (hourly rate - HWIN Related) | | 30 | | 30 | | 30 | | 30 | | 30 | | 30 |

| Yearly Totals | | | | | | |
|---------------|--------|---------------|---------------|---------------|---------------|---------------|
| | Year 1 | Option Year 1 | Option Year 2 | Option Year 3 | Option Year 4 | Option Year 5 |
| Waste Total | | | | | | |
| Chemist Admin | | | | | | |

Request for Standing Offer Recovery and Disposal
of Hazardous Waste

June 2015

#15-22032

| | | | | | |
|---------------------------------------|--|--|--|--|-----------|
| Totals | | | | | |
| Waste and Chemical Grand Total | | | | | \$ |

Vermiculite, labels, transportation, on-site work (excluding the chemists work), manifests, truck placards, environmental insurance and decontamination shall be included in the price of recovery and disposal of the materials.

The estimated annual quantities are for guidance and will be used for evaluation only. All prices must be submitted in accordance with the quantities identified.

| | |
|---------------|---|
| ID | 2010C |
| 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 Payment Period
- 12 Interest on Overdue Accounts
- 13 Audit
- 14 Compliance with Applicable Laws
- 15 Liability
- 16 Government Property
- 17 Amendment
- 18 Assignment
- 19 Suspension of the Work
- 20 Default by the Contractor
- 21 Termination for Convenience
- 22 Right of Set-off
- 23 Conflict of Interest and Values and Ethics Codes for the Public Service
- 24 Contingency Fees
- 25 International Sanctions
- 26 Harassment in the Workplace
- 27 Entire Agreement

2010C 01 (2008-05-12) Interpretation

In the Contract, unless the context otherwise requires:

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

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

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

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

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

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of 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.

2010C 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.

2010C 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.

2010C 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 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.

2010C 05 (2008-05-12) Subcontracts

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. 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 agrees otherwise.

2010C 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.

2010C 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.

2010C 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.

2010C 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, Procurement Business Number (PBN) or GST/HST #;
 - (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.

2010C 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:

Prince Edward Island OP-10000-250
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.

2010C 11 (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 12.
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.

2010C 12 (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.

2010C 13 (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.

2010C 14 (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.

2010C 15 (2008-05-12) Liability

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

2010C 16 (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.

2010C 17 (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.

2010C 18 (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.

2010C 19 (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.

2010C 20 (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.

2010C 21 (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.

2010C 22 (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.

2010C 23 (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.

2010C 24 (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).

2010C 25 (2010-08-16) International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 21.

2010C 26 (2010-08-16) 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.

2010C 27 (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.

**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.

bid instructions_rfp.doc