



**REQUEST FOR PROPOSALS
DEMANDE DE PROPOSITIONS**

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

National Research Council Canada (NRC)
Procurement Services
1200 Montreal Road, Building M-22
Ottawa, Ontario
K1A 0R6

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 Sound Level Monitoring System and Web-based Data Management Service Contract for NRC Montreal Road Campus	
Solicitation No./N. de l'invitation 15-22182	Date February 24th 2016
Solicitation Closes/L'invitation prend fin at/à 14 :00 on/le April 5th 2016	Time Zone/Fuseau Horaire EST
Address Enquiries To : Contracting Authority - Johnathon Gillis Telephone : (613)993-5506 Email : Johnathon.Gillis@nrc-cnrc.gc.ca	

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

**Sound Level Monitoring System and Web-based Data Management Service Contract for NRC
Montreal Road Campus**

1.0 PRESENTATION OF PROPOSALS

- 1.1 You are invited to submit four 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 Proposals. 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 To provide Professional Services for the National Research Council Canada in accordance with the detailed Statement of Work attached as Appendix "A".

3.0 PERIOD OF CONTRACT

- 3.1 NRC anticipates that the work will begin on April 30th 2016 to March 31, 2017.
- 3.2 The maximum contract duration will be up to eight (8) years; comprising of a minimum of three (3) years with option for five (5) renewal years.
- 3.3 Each contract year terminates on March 31 of each year. NRC anticipates that the work will begin on April 30th 2016 to March 31, 2017.
- 3.4 The first year of the contract terminates March 31, 2017.
- 3.5 Cost breakdown must be provided detailing all costs including initial installation and ongoing annual operating costs.

4.0 ENQUIRIES

- 4.1 If you require clarification regarding any aspect of this RFP, 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.

Johnathon Gillis
Contracting Authority, Procurement Services
National Research Council Canada
1200 Montreal Road, Bldg. M-22
Ottawa, Ontario K1A 0R6
Telephone: (613) 993-5506
Email: Johnathon.Gillis@nrc-cnrc.gc.ca

- 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 RFP 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 RFP.

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

Proposals must be delivered not later than 2:00 PM EST, **April 5th 2016** , to the following **Contracting Authority**:

Johnathon Gillis
 Contracting Authority, Procurement Services
 National Research Council Canada
 1200 Montreal Road, Bldg. M-22
 Ottawa, Ontario K1A 0R6
 Telephone: (613) 993-5506
 Email: Johnathon.Gillis@nrc-cnrc.gc.ca

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 RFP 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 "B".
- 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 **EVALUATION CRITERIA**

- 6.1 Proposals will be assessed using the following evaluation criteria. Bidders should provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the bidder in his/her proposal.

6.2 **MANDATORY CRITERIA**

Please respond to each criterion with a Yes or No. Bidders must meet all mandatory criteria in order to be considered for technically compliant for this agreement.

Mandatory Criterion Description	Met? (Y/N)
Install a noise monitoring system, consisting Class 1 sound level meters (SLM) and one weather station.	
Host and maintain a web-site from which NRC staff can view, access and download real-time noise data. Approximately 25 NRC staff will be accessing and using the website. The system must allow for the concurrent access of the website and data by up to five (5) users.	
Provide an email notification system to identify instrument malfunction or exceedences of NRC-determined noise criteria.	
Operate and maintain noise monitoring system, including repairs, factory-required preventative and regular maintenance, and calibration.	
Provide a schedule for maintenance activities of the system.	
Prepare regular reports which summarize noise trends and exceedences of NRC-determined noise levels.	
Provide an example noise report, typical of the product NRC will receive.	
Provide training to NRC staff on how to understand and maximize the website features.	
Provide on-site support and trouble shooting services in case of system malfunction, as per contractor-determined service agreement.	
Attend mandatory bidders' meeting	
All documents, software, online tools and training must be provided in English.	
All personnel completing work on NRC property will have a minimum of Reliability Status security clearance.	

6.3 POINT RATED SECTION

	<u>POINTS</u>
<p>A. <u>Company Experience and Reference Check</u></p> <p>The proposal must include a description of the Company's previous experience with projects of similar size and complexity, a company profile and at least 2 previous contacts from different organizations noting client name and telephone number, services provided and contract period. NRC reserves the right to contact any or all references supplied by the bidder. Include the Company's legal name and the province in which the company is incorporated.</p>	<u>20</u>
<p>B. <u>Proposed Personnel</u></p> <p>Composition, qualifications, and experience of the proposed personnel must be described in the proposal. Experience and expertise of the proposed personnel must be appropriate to the nature of the work. The proposed personnel must have a good knowledge of and experience in sound level measurement and instrumentation. Detailed resumes of proposed personnel must be included. The company's ability to provide back-up resources should be addressed.</p> <p>Include resumés of back-up personnel.</p> <p>Any new/substituted personnel are subject to prior approval the Project Authority.</p>	<u>10</u>
<p>C. <u>Demonstrated Understanding of the Work</u></p> <p>The contractor's proposal should demonstrate a clear understanding of the work and the problems that might be encountered. This demonstrated understanding of the work should include an overview of the issues involved, possible limitations and difficulties associated with the assignment and possible solutions to address these difficulties.</p> <p>A careful review of the Statement of Work (Appendix A) is necessary. Simply repeating the statements contained in the Statement of Work is not sufficient to demonstrate understanding of the requirement.</p>	<u>60</u>
<p>D. <u>Workplan and Time Schedule</u></p> <p>The proposal must include an outline of the proposed work strategy, plan and schedule, including the proposed method of project management coordination and liaison with the Project Authority. The project plan should be detailed, giving phases, milestones etc. and indicate the steps that will be taken to ensure that the project is completed within the required time frame including coordination of the Project Team. The main tasks should be in sequence and indicate the points at which NRC's approvals are required. Identify any proprietary information that is proposed to be used in the methodology.</p>	<u>10</u>

TOTAL MAXIMUM POINTS:**100**

Proposals scoring less than 70 points of 100 points will be considered non-responsive and will be eliminated from further consideration. A proposal will be considered non-responsive if it does not meet the mandatory criteria or if it is not supported by proper and adequate detail, particularly where supporting evidence is required. Bidders must meet all RFP mandatory requirements indicated by imperative words such as, but not limited to, “must”, “shall”, “will” and “essential” including compliance with the mandatory terms and conditions of the RFP. Furthermore, it is essential that the elements contained in proposals be stated in a clear, concise manner. Proposals should be in the same order and formatted using the same section and sub-section numbers as the RFP. Proposals will be evaluated solely on their content. Items not addressed will be given a score of zero.

7.0 COST PROPOSAL

7.1 The cost proposal must be a **fixed price quotation, FOB Destination, excluding GST/HST**. The fixed price must include all the materials and services required to fulfil all aspects of the Statement of Work. Bidders should identify the currency on which the cost proposal is based.

7.2 The work will take place in the National Capital Region (NCR). The per diem rates (**or fixed price quotation**) must include all costs required to perform the work, including Travel and Living Costs incurred in performing the services. Where NCR directs the Contractor to work outside the National Capital Region, the Contractor shall be paid for preauthorised reasonable and proper travel and living expenses supported by appropriate receipts. In this case, Travel and Living Costs will be in addition to the per diem rates (**or fixed price quotation**).

The cost proposal must have sufficient structure to show how the total proposed cost was calculated. It should contain the following elements:

- a) The number, classification and per diem and/or hourly rate for all assigned personnel. For each classification, the number of workdays should be defined.
- b) The amount and explanation for other miscellaneous expenses that could be incurred.
- c) The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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 RFP 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 contract period.

8.0 CONDITIONS OF SUBMISSION

- 8.1 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 contract 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.
- 8.2 Selection of the successful bidder will be on the basis of technical merit and best overall value, not on cost alone. A cost-per-point ratio will be calculated by dividing the total cost by the technical rating. The compliant bidder with the lowest cost-per-point ratio will be considered the successful bidder. NRC reserves the right to enter into negotiations with the successful bidder prior to contract award on any and all aspects of its offer. The following chart illustrates the relationship between point rating and bid price.

Sample Table: The figures used are for illustration purposes only.

<u>Proposal</u>	<u>Technical Rating</u>	<u>Bid Price</u>	<u>Price/Point</u>	<u>Winner</u>
A	72	\$112,000	\$1,555	4 th
B	90	\$120,000	\$1,333	1 st
C	78	\$105,000	\$1,346	2 nd
D	85	\$117,000	\$1,376	3 rd

- 8.3 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFP.
- 8.4 Any contract resulting from this invitation will be subject to the General Conditions - Services 2035 (copy attached as Appendix "C") and any other special conditions that may apply.

9.0 CONFIDENTIALITY

- 9.1 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.

10.0 CRIMINAL CODE OF CANADA

- 10.1 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.

11.0 DEBRIEFINGS

11.1 After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

12.0 GOVERNMENT SMOKING POLICY

12.1 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.

13.0 ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT

13.1 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.

13.2 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.

14.0 GENERAL CONDITIONS

14.1 The General Conditions 2035 entitled General Conditions Services and attached as Appendix "C" form part of this Contract.

15.0 PROGRESS REPORT

15.1 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.

16.0 ADDITIONAL WORK

16.1 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.

17.0 NON-PERMANENT RESIDENT (FOREIGN COMPANY)

17.1 The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment of the Contract, 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.

18.0 NON-PERMANENT RESIDENT (CANADIAN COMPANY)

18.1 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 Contract. 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.

19.0 LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS

19.1 It is a term of the contract 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 contract fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.

20.0 FORMER PUBLIC SERVANT

20.1 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, bidders must provide the information required below.

20.2 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 PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

20.3 Former Public Servant in Receipt of a Pension

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

If so, the Bidder 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.

20.4 By providing this information, Bidders agree that the successful Bidder'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.

20.5 Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes () No ()**

If so, the Bidder 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.

20.6 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.

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

20.1 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.

21.0 **ATTACHMENTS**

- Appendix "A" - Detailed Statement of Work
- Appendix "B" – Evaluation Criteria
- Appendix "C" - General Conditions 2035
- Appendix "D" – Standard Instructions and Conditions (Applicable to Bid Solicitation) dated 2007/06/01
- Appendix "E" – Security Requirements Check List form TBS/SCT 350-103

22.0 **SECURITY LEVEL**

- 22.1 Prior to the performance of the obligations under this contract, all personnel that will be involved with the project must be cleared to the security level of RELIABILITY as defined in the security policy of Canada.
- 22.2 Any Contract resulting from this invitation will be subject to the Security Requirements Check List (SRCL), form TBS/SCT 350-103, attached at Appendix "E".

23.0 **WORK LOCATION**

The normal location of work for this assignment will be the National Research Council Canada on Montreal Road, Ottawa, Ontario.

24.0 **BIDDERS' CONFERENCE**

24.1 (Mandatory Site Visit)

There will be a Bidders' Conference March 10th, 2016 at the NRC Montreal Road Campus:
Time: 10-00 am , 1200 Montreal Road, Building M-19, 2nd Floor, 319A Conference Room

Vendors interested in submitting a proposal must attend the Bidders Conference. Potential Bidders are asked to communicate their interest in attending by contacting Johnathon Gillis at (tel #613-993-5506) or by e-mail (Johnathon.Gillis@nrc-cnrc.gc.ca). Alternatively, potential Bidders may submit questions in writing to (name) as per the instructions in RFP Article 4.0 Enquiries.

All vendors must attend a compulsory Bidders' Conference at the designated time and place detailed below. Failure to do so will render a bid invalid. Bidders who cannot attend, for any reason, on the specified date and time will not be given an alternative appointment and their proposals will be considered non-responsive. **NO EXCEPTIONS WILL BE MADE.**

As proof of attendance, the Contracting Authority will have an Attendance Form that Bidders **MUST** sign. It is the responsibility of all Bidders to ensure they have signed the mandatory Bidders Conference Attendance form prior to leaving the Bidders' Conference. Proposals submitted by Bidders who have not attended the Bidders Conference and failed to sign the Attendance Form will be deemed non-responsive.

25.0 ALTERNATIVE SOLUTIONS

25.1 NRC will consider alternative solutions, if any, after the NRC has evaluated proposals for the mandatory requirements. The NRC will only review the alternative solutions of Proponents who comply with Mandatory Requirements. If the NRC reviews the alternative responses and considers one to be a potentially viable solution, then all other Proponents who have submitted a compliant proposal will be given the opportunity to submit a similar alternative solution.

**Sound Level Monitoring System and Web-based Data
Management Service Contract for NRC Montreal Road Campus
(1200 Montreal Road, Ottawa, ON)**

Objective:

The National Research Council (NRC) is seeking an all-inclusive sound level monitoring service contract that includes data management, incident alarm notification, internet access report generation capabilities and the installation of a sound level monitoring system for the north end of NRC's Montreal Road Campus in Ottawa, Ontario Canada.

NRC would like a system integrated sound level meters (SLMs) to be installed, that will allow for the continuous (24 hours/day, 7 days/week) measurement and monitoring of real-time ambient noise levels on the Montreal Road Campus. The contractor will also install and integrate a weather station into the system to aid in the interpretation and validation of data.

NRC would like a turn-key solution with all operation, maintenance and management of the system and data being the responsibility of the contractor. Data will be viewed, accessed, and downloaded by NRC personnel on a website that is hosted and managed by the contractor.

Scope:

NRC is seeking a turn-key sound level monitoring and data management solution. Contractors may partner to propose a comprehensive service agreement. The agreement will be valid for five years with two option years.

Tasks:

1. Install a sound level monitoring system, consisting of IEC 61672 Class 1 sound level meters (SLM) and one weather station.
2. Host and maintain a password-protected website where NRC staff can view, access and download sound data.
3. Provide an email notification system to identify instrument malfunction or exceedances of NRC-determined thresholds.
4. Operate and maintain the sound level monitoring system, including repairs, factory-required preventative and regular maintenance, and calibration
5. Provide training to NRC staff on how to understand and maximize the website features.

6. Provide on-site support and trouble shooting services in case of system malfunction, as per contractor-determined service agreement.
7. Remove all equipment owned or installed by the contractor at the closure of the contract period.

Tasks:

Task 1 - Install a sound level monitoring system, consisting of IEC 61672 Class 1 sound level meters (SLMs) and one weather station.

INSTALLATION

There are two options for the installation depending on the equipment being proposed. Contractors can provide a proposal for Option 1, Option 2 or both. If the proposal includes both options, contractors must provide separate pricing for each option. NRC may decide to proceed with either Option 1 or Option 2 at their discretion. All sound level meters must be IEC 61672 Class 1 sound level meters.

Option 1. Four sound level meters will be installed at the locations summarized in **Table 1**. The weather monitoring system will be located on SLM1.

Option 2. Two sound level meters will be installed.

- The first will be a directional sound level monitor with adjustable angles of interest. The directional sound level monitor will measure noise in all directions and when an exceedance is detected, the direction of the exceedance can be determined. At least three angles of interest must be available in addition to ongoing measurement of all noise. The angles of interest must have a resolution of at least 10 degrees. The directional sound level monitor will be installed at the location of SLM 2.
- The second will not be directional. This sound level meter will be a mobile unit that can be relocated on campus (or at nearby off-campus locations in the community) by NRC staff as required. It will be initially installed by the contractor at SML5. It will use a cellular modem to transmit necessary data for the web interface.
- The weather monitoring system will be located at the location of SLM1.

Table 1. Sound Level Meter Locations

SLM	Microphone location	SLM location	Base Type	Proposed Height (m)	Communication Source
SLM1	Field east of Douglas Street and south of M43	Pole, Outdoors	Pole	~4-6 m	802.11g; directional antenna pointing South towards building M19. Use WPA2 complete with a complex password. OR cellular modem
SLM2	North of M18A	Pole, Outdoors	Pole	~5-7 m	As above.
SLM3	Roof M16 (south-west corner)	Inside rooftop penthouse, unheated	Tripod	~1.5 m	Ethernet 802.3 LAN connections to NRC-supplied switch gear which auto-negotiates to either 10Mbps or 100Mbps. OR cellular modem
SLM5	Roof M32, (north-east corner)	Inside M32, heated	Tripod	~1.5 m	As above.

1. At least one NRC representative will be on location during installation.

2. As required depending on the equipment being proposed, NRC will provide:
 - a. Dedicated 15A, 120 V AC circuit consisting of unterminated teck cable up through the concrete base at SLM1 & SLM2
 - b. Dedicated 15A, 120V duplex receptacle indoors at SLM3, SLM5.
 - c. Empty conduit for microphone cable routing at SLM3, SLM5.
 - d. Communications infrastructure of wired Ethernet cable (SLM 3, SLM5) and wireless (wi-fi) (SLM1, SLM2).
 - e. Concrete bases for all pole-mounted sites, and marked locations for placement of roof-top tripods. Specifications for concrete bases is provided in **Appendix B "USI Drawing for 'E-50 Temporary Pole Base'"**.
 - f. Styrofoam underlay and concrete pavers for roof-top tripod mounts.
 - g. A public IP address for each sound level meter, routable on the Internet, and protected by NRC firewalls.

3. As required depending on the equipment being proposed, the contractor will provide:
 - a. All necessary gear up to and including the UTP patch cord to connect to the local switchport.
 - b. Cellular modem and the necessary cellular data connection from a telecom service provider.
 - c. Adaptor plate to install pole to concrete base (SLM1, SLM2).
 - d. Tripods to support roof-mounted sound level meters (SLM3).
 - e. Installation of poles and tripods.

The specific method of roof-top installation will be left to the discretion of the contractor; however, no penetrations on the building envelope will be permitted. NRC recommends that the tripods be placed on Styrofoam underlay and secured in place with concrete pavers. For reasons of human health and safety, tripods will be placed 4 m from roof-top edges.

Note that poles and tripods must be installed so as to not interfere with NRC operations and existing systems.

4. Cellular modem communication is mandatory for the mobile sound level meter under Option 2 and is otherwise optional. If the contractor proposes cellular modem communication, the contractor is responsible to arrange and maintain the necessary cellular data connection from a telecom service provider and to ensure the connection is adequate, functional and reliable for the duration of the contract.
5. If the contractor does not propose cellular modem communication, NRC will provide the network infrastructure necessary to support communications to each of the sound level meters. This infrastructure will support remote hosts accessing the sound level meters for monitoring and data gathering purposes. The contractor will provide sound level meters and all requisite equipment so that they are capable of communicating as follows:
 - a. SLM1 and SLM2 will communicate using 802.11g and each will use a directional antenna pointing South towards building M19. Each will use WPA2 complete with a complex password.
 - b. SLM3 and SLM5 will communicate using standard Ethernet 802.3 LAN connections to NRC-supplied switch gear which auto-negotiates to either 10Mbps or 100Mbps. Contractor will supply all necessary gear up to and including the UTP patch cord to connect to the local switchport.

Note that during the course of the contract, network migration may be required at NRC. The contractor must be readily available to provide the necessary information and facilitate the migration.

HARDWARE

Each SLM, microphone, extension cables, and associated equipment should be:

1. IEC 61672 Class 1, as amended from time to time.
2. Appropriate to the environmental conditions to which it will be exposed (refer to **Table 1**). Outdoor equipment should have a proven resilience and capability of continuous operation for temperature, wind and precipitation extremes typical of the Ottawa climate.
3. Protected by a storage box locked with a padlock.

DATA TO BE RECORDED

Each SLM should record date and time stamped parameters:

1. Leq (1 min); overall A-weighted
2. Leq (1 hour); overall A-weighted
3. L10 (1 min); overall A-weighted
4. L10 (1 hour); overall A-weighted
5. L90 (1 min); overall A-weighted
6. L90 (1 hour); overall A-weighted
7. L99 (1 min); overall A-weighted
8. L99 (1 hour); overall A-weighted
9. Lmax (1 min); overall A-weighted
10. Lmax (1 hour); overall A-weighted
11. 1/3 octave spectra based on Leq (1 min); A-weighted
12. 1/3 octave spectra based on Leq (1 hour); A-weighted
13. 1/3 octave spectra based on Leq (1 min); Z-weighted
14. 1/3 octave spectra based on Leq (1 hour); Z-weighted
15. instrument malfunctions
16. internal calibration and self-tests
17. sound recordings of noise resulting in exceedances. (The length of time of the sound recordings may be variable and determined by the NRC system administrator, but will not be any longer than 5 minutes.)

The directional SLM under Option 2 should record the above parameters for all sound as well as the NRC-determined angles of interest.

Ideally the user could select specific time intervals in addition to those listed above (e.g. 20 minutes, 30 minutes, etc).

The weather station should measure:

1. Temperature
2. Wind speed
3. Wind direction
4. Humidity
5. Atmospheric Pressure
6. Rainfall

Task 2: Host and maintain a web-site from which NRC staff can view, access and download real-time and historical sound level data.

WEBSITE

The website should be user friendly and include:

1. A How-to section explaining the basic functions of the website.
2. An aerial map of the NRC campus with markers denoting the locations of the SLMs and weather station. Ideally this page would be the home screen.
3. "Real time" data (i.e., within 1 minute) next to each sound level marker.
4. The ability for the user to select a station to view real time and historical data more closely. The user should be able to view and download:
 - a. a graph of selected parameters based on selected date and time intervals, including Leq (1 min), Leq (1 hour), L90 (1 min), L90(1 hour) overall A-weighted, and weather data. Ideally the user could select specific time intervals in addition to those listed above (e.g. 20 minutes, 30 minutes, etc).
 - b. a table of selected parameters based on selected date and time intervals, including Leq (1 min), Leq (1 hour), L90 (1 min), L90(1 hour) overall A-weighted, and weather data
 - c. 1/3 octave spectra for selected monitoring station over selected time period (minimum 1 minute interval)
 - d. data files of sound recordings triggered by exceedancesDownloaded data should be available in a format compatible with Microsoft Office products, and which can be manipulated by NRC personnel or designated consultants.

It is preferred that data be presented for both the Leq for current 1 min and rolling 1 hour next to each station marker.

USER RIGHTS

Access should be password and username controlled. There should be up to three levels for access and system rights, as determined by the contractor. Recommended access levels are as follows:

- a. System provider (Contractor) provides system maintenance
- b. System administrator (NRC Environment Operations Office Representatives) can control criteria, access rights, and system parameters (~2 NRC users). This would include selecting the angles of interest for the directional sound level meter (if applicable)
- c. General users with data viewing capabilities only. (~25 NRC users)

The system administrator(s) should be able to see a user access summary detailing which users logged in and when.

DATA STORAGE AND ARCHIVING

The data must be hosted on a secure network and the contractor will be responsible for the storage, backup and protection of all data. Any loss of data or breach of the secure network must be reported to NRC immediately.

All data during the contract period will be archived after a predetermined period of time, as proposed by the contractor (e.g., 60 days). NRC maintains the right to access all data at any time.

Task 3: Provide an email notification system to identify instrument malfunction or exceedances of NRC-determined noise criteria.

NOTIFICATION OF EXCEEDANCES

Users will be able to register for email notification of exceedances. The following are strongly desired features of the exceedance notification system:

1. Triggered when the noise level exceeds a set noise criteria for a predetermined length of time.
2. Criteria are station-specific and hourly-specific
3. Criteria can be set using various recorded parameters (e.g. Leq (20 min), L99 (1 min), etc.) or combinations of these parameters (e.g. triggered with Leq exceeds X and L99 exceeds Y).
4. Includes a link to website to view data and listen to or download sound recordings
5. Emailed within 10 minutes of the exceedance to up to 20 people
6. Triggers a sound recording, retrievable on an as-need basis at a later date.
7. Adjustable by the NRC system administrator (i.e., frequency, recording time, recipients, criteria)

8. Include contact information for the system administrator (i.e. for questions or to have recipients added or removed)
9. For the directional sound level meter under option 2, exceedance notifications must be configurable for all sound, as well as specifically for sound within NRC-identified angles of interest.

Please note that NRC users do not want to be overwhelmed with email notifications. Email notifications should be issued a maximum of once every hour for a single noise exceedance. Thresholds should be adjustable to meet NRC needs, either by the NRC system administrator directly (preferred), or by the contractor under the NRC system administrator's direction. The length of time of the sound recordings should also be variable and able to be controlled by the NRC system administrator directly (preferred), or by the contractor under the NRC system administrator's direction.

Exceedance messages or colour coding should also be displayed on the website, to indicate where and when the exceedance occurred at the associated sound level meter(s).

Notification (i.e., on the website and/or email) of conditions which are approaching the pre-set noise criteria are considered added value.

NOTIFICATION OF SYSTEM ERRORS

Users will be able to register for email notification of system errors. The following are strongly desired features for the error notification system:

1. Include a standard notification title
2. Identify the sound level meter(s) affected
3. Sent within 10 minutes of the malfunction, to up to 20 people, including the System Provider
4. Include contact information for the system administrator (i.e. for questions or to have recipients added or removed)

Please note that NRC users do not want to be overwhelmed with email notifications. Email notifications should be issued a maximum of once every hour for a single issue.

Error messages or system malfunctions should also be recorded and available for viewing on the website, to indicate that data from the affected sound level meter(s) may be compromised.

System errors which may cause the noise or weather data to be compromised should be noted.

Task 4: Operate and maintain sound level monitoring system, including repairs, factory-required preventative and regular maintenance, and calibration

The provider will assume responsibility for care, maintenance and calibration of the System. The contractor will provide a schedule for maintenance activities of the system. This should include:

1. All factory-required and preventative maintenance.
2. Calibration checks completed once daily (e.g., Charge Injection Calibration).
3. Laboratory calibration, which is traceable to a national or international standard for each sound level monitoring station. The cost of laboratory calibration must be specified. Laboratory calibration frequency will be dictated by NRC depending on operational requirements.

The maintenance schedule should demonstrate that the contractor will complete activities efficiently so to minimize cost and the down-time of the system. Any planned system down-time will be pre-approved by NRC. Calibration and maintenance reports should be recorded and available for viewing on the website.

Task 5: Prepare regular reports which summarize noise trends and exceedances of NRC-determined noise levels.

In responding to this tender, the contractor will provide an example noise report, typical of the product NRC will receive. Reports should be reader friendly.

Noise reports will be customizable and available for display on the website with printer-friendly display options available. Users will be able to register for automatic email of selected reports (e.g. previous day's 1 hour Leq for a particular sound level meter).

Regular reports should be in a standardized format should have the features listed below.

- a. Accessible to all users
- b. Based on selected date and time intervals
- c. Customizable based on various recorded parameters (e.g. Leq (1min, 1 hour), L90 (1 min, 1 hour), 1/3 octave spectra (based on 1 min and 1 hour Leq), weather data, etc.)
- d. Assess compliance against NRC-set criteria
- e. Assess validity of data, considering weather data, extenuating circumstances, and system errors.
- f. Provide station and hourly data in tabular and graphical form
- g. Reference the data files available of sound recordings that can be downloaded.

2. Electronic reports should be presented on the website and available in a modifiable format using Microsoft Products (e.g., Word, Excel).

Task 6: Provide training to NRC staff on how to understand and maximize the website features.

The contractor should provide a training workshop to demonstrate the website to key NRC staff (approximately 20 people). The training should provide a practical understanding of the data being recorded, and explain how to maximize the website features.

The training will be scheduled at a mutually agreed upon date and time.

Though training will be provided to staff, the website should be easy to use and self-explanatory. The website should include explanatory notes.

Task 7: Provide on-site support and trouble shooting services in case of system malfunction, as per contractor-determined service agreement.

The contractor will provide user support to NRC staff, or designated sub-contractors of NRC. The user support should cover all aspects of the system, website and reporting functions.

The user support should include phone and email support available during NRC office hours in Ottawa (8:30 am – 4:30 pm EST).

In the case of system malfunction or failure, the contractor should demonstrate its ability to provide repair or replacement within seven (7) days.

The contractor should demonstrate how these activities will be completed efficiently so to minimize cost and the down-time of the System.

Task 8: Remove all equipment owned and/or installed by the contractor at the closure of the contract period.

It is the responsibility of the contractor to remove all equipment owned and/or installed by the contractor at the closure of the contract period.

All data will be provided to NRC at the termination of the contract in a Microsoft Excel Spreadsheet or Access Database, and in a format that can be manipulated and used by NRC.

Other Constraints

LANGUAGE

1. All documents, software, online tools and training must be provided in English.
2. Though not required at this time, the contractor should state its capacity, if required, to provide reports, the online user interface, and training in French. NRC recognizes that this may incur additional costs. The anticipated costs of these potential additional services should be identified separately in the proposal. Note that these costs should not be included in the value of the *current* proposal; rather, they will be referred to in the event that NRC should require these services in the future.

NUMBER OF USERS

Approximately 25 NRC staff will be accessing and using the website. The system must allow for the concurrent access of the website and data by up to five (5) users.

POTENTIAL RELOCATION OF SOUND LEVEL METERS

Though not required at this time, the Contractor should state the possibility, if required of relocating a SLM to another location on the Montreal Road Campus. This should include updating the website to reflect the new SLM location. NRC recognizes that this may incur additional costs. The anticipated costs of these potential additional services should be identified separately in the proposal. Note that these costs should not be included in the value of the *current* proposal; rather, they will be referred to in the event that NRC should require these services in the future.

Note that this is not applicable for the mobile sound level meter under Option 2 which must be able to be relocated on campus (or at nearby off-campus locations in the community) by NRC staff as required.

INTEGRATION OF NRC DATA FOR DISPLAY ON WEBSITE

Though not required at this time, the Contractor should state the possibility, if required of integrating NRC data (e.g. real-time stack emissions data, discharge volumes, etc.) for display on the website so the NRC data be viewed in conjunction with the noise and weather data. Note that these costs should not be included in the value of the *current*

proposal; rather, they will be referred to in the event that NRC should require these services in the future.

POTENTIAL FOR MEASUREMENT OF AIR QUALITY PARAMETERS

Though not required at this time, the Contractor should state the possibility, if required of integrating sampling equipment for real-time air quality monitoring to the system. This should include an indication of what parameters can be measured (e.g. PM2.5, PM10, nitrous oxide, sulphur dioxide, total hydrocarbons, etc.).

SECURITY AND ACCESS TO NRC FACILITIES

All personnel completing work on NRC property will have a minimum of Reliability Status security clearance. All on-site work will be co-ordinated with NRC at least five (5) days in advance of coming on-site.

All works completed on NRC property will adhere to applicable health and safety regulations.

COST SAVINGS

NRC is sensitive to the ongoing operating and management costs of the system. The contractor should demonstrate in their proposal opportunities for cost savings and added value.

Schedule

1. Installation and operation of the sound level monitoring system (including weather station) and website will be complete by April 8, 2016.
2. Training will be scheduled at a mutually agreed upon date and time, with at least 2 weeks notice, but no later than May 31, 2016.
3. Provide an email notification system to identify instrument malfunction or exceedances of NRC-determined criteria. This will be ongoing.
4. All operation, maintenance, calibration, and trouble-shooting of the sound level monitoring system (including weather station) will be provided as per the contractor's proposed schedule. This will be ongoing.
5. Prepare regular reports which summarize noise trends and exceedances of NRC-determined noise levels. This will be ongoing.

Payment Schedule

The proposed payment schedule is bi-annual equal billing for the duration of the contract. Contractors may propose alternative payment schedules for NRC consideration.

Service Contract Duration

1. The maximum contract duration will be up to eight (8) years; comprising of a minimum of three (3) years with option for five (5) renewal years.
2. Each contract year terminates on March 31 of each year.
3. A cost breakdown must be provided detailing all costs including initial installation and ongoing annual operating costs.
4. The first year of the contract terminates March 31, 2017.

Deliverables

1. An integrated sound level monitoring system comprised of Class I sound level meters placed at NRC-designated locations (SLM1, SLM2, SLM3, SLM5), and a weather station located at SLM1.
2. Access to a web-site from which up to 25 NRC staff can view, access and download real-time and historical noise data. Up to five (5) NRC staff may view, access and download data concurrently.
3. An email notification system which will identify instrument malfunction, or exceedances of NRC-determined noise criteria.
4. All operation, maintenance, and calibration of the sound level monitoring system (including weather station), provided as per the contractor's proposed schedule.
5. Regular monthly electronic reports against NRC-set criteria, emailed to specified NRC individuals.
6. A training session for up to 20 NRC personnel that is scheduled at a mutually agreed upon date and time.
7. At the closure of the contract, all data collected over the course of the service agreement will be provided to NRC in a Microsoft Excel Spreadsheet or Access Database.

8. At the closure of the contract, all equipment that is owned or installed by the contractor will be removed.

Evaluation Criteria

Contractors must complete the self evaluation, confirming that they meet the mandatory criteria, and demonstrating which elements of the point-rated criteria they meet.

To be considered valid and responsive, the proposal must meet all mandatory criteria and achieve at least 70/95 overall for the point-rated criteria. Proposals not meeting the minimum number of points will be given no further consideration. A proposal will be considered non-responsive if it does not meet the mandatory criteria or if it is not supported by proper and adequate detail, particularly where supporting evidence is required.

Bidders must meet all RFP mandatory requirements indicated by imperative words such as, but not limited to, "must", "shall", "will" and "essential", including compliance with the mandatory terms and conditions of the RFP. Furthermore, it is essential that the elements contained in proposals be stated in a clear, concise manner. Proposals should be in the same order and formatted using the same section and sub-section numbers as the RFP. Proposals will be evaluated solely on their content. Items not addressed will be given a score of zero.

EVALUATION CRITERIA

Proposals will be assessed using the following evaluation criteria. Bidders should provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the bidder in his/her proposal.

MANDATORY CRITERIA

Please respond to each criterion with a Yes or No.

Mandatory Criterion Description	Met? (Y/N)
Install a noise monitoring system, consisting Class 1 sound level meters (SLM) and one weather station.	
Host and maintain a web-site from which NRC staff can view, access and download real-time noise data. Approximately 25 NRC staff will be accessing and using the website. The system must allow for the concurrent access of the website and data by up to five (5) users.	
Provide an email notification system to identify instrument malfunction or exceedences of NRC-determined noise criteria.	
Operate and maintain noise monitoring system, including repairs, factory-required preventative and regular maintenance, and calibration.	
Provide a schedule for maintenance activities of the system.	
Prepare regular reports which summarize noise trends and exceedences of NRC-determined noise levels.	
Provide an example noise report, typical of the product NRC will receive.	
Provide training to NRC staff on how to understand and maximize the website features.	
Provide on-site support and trouble shooting services in case of system malfunction, as per contractor-determined service agreement.	
Attend mandatory bidders' meeting	
All documents, software, online tools and training must be provided in English.	
All personnel completing work on NRC property will have a minimum of Reliability Status security clearance.	

POINT-RATED CRITERIA

Please respond to each section, indicating which elements of each criterion you meet. Indicate the page number where this element is demonstrated in the proposal.	
100 point maximum. 70 points or more needed to pass.	
A. COMPANY EXPERIENCE AND REFERENCE CHECK	20 Points
A description of the Company's previous experience with projects of similar size and complexity	
A company profile	
At least 2 previous contacts from different organizations noting client name and telephone number, services provided and contract period	
Include the Company's legal name and the province in which the company is incorporated.	
B. COMPANY EXPERIENCE AND PERSONNEL	10 Points
Composition, qualifications, and experience of the proposed personnel	
Experience and expertise of the proposed personnel must be appropriate to the nature of the work.	
Resumes of proposed personnel	
The company's ability to provide back-up resources should be addressed.	
C. DEMONSTRATED UNDERSTANDING OF WORK	60 Points
C.1. Install a noise monitoring system, consisting of five (5) IEC 61672 Class 1 sound level meters (SLM) and one weather station.	Page Ref
Each SLM, microphone, extension cables, and associated equipment should be:	
Appropriate to the environmental conditions to which it will be exposed	
Protected by a storage box locked with a padlock	
Each SLM should record:	
Leq (1 min); overall A-weighted	
Leq (1 hour); overall A-weighted	
L10 (1 min); overall A-weighted	
L10 (1 hour); overall A-weighted	
L90 (1 min); overall A-weighted	
L90 (1 hour); overall A-weighted	
L99 (1 min); overall A-weighted	
L99 (1 hour); overall A-weighted	
Lmax (1 min); overall A-weighted	
Lmax (1 hour); overall A-weighted	
1/3 octave spectra based on Leq (1 min); A-weighted	
1/3 octave spectra based on Leq (1 hour); A-weighted	
1/3 octave spectra based on Leq (1 min); Z-weighted	
1/3 octave spectra based on Leq (1 hour); Z-weighted	
instrument malfunctions	

internal calibration and self-tests	
sound recordings of noise resulting in exceedances.	
The weather should must measure:	
Temperature	
Wind Speed	
Wind direction	
Humidity	
Atmospheric Pressure	
Rainfall	
C.2. Host and maintain a web-site from which NRC staff can view, access and download real-time noise data.	Page Ref
The website should be user-friendly and include:	
A how-to section	
An aerial map of the NRC campus with markers denoting the locations of the SLMs and weather station.	
"Real time" data (i.e., within 1 minute) next to each sound level marker.	
The ability for the user to select a station to view real time and historical data more closely.	

The user should be able to view and download:	
a graph of selected parameters based on selected date and time intervals, including Leq (1 min), Leq (1 hour), L90 (1 min), L90(1 hour) overall A-weighted, and weather data. Ideally the user could select specific time intervals in addition to those listed above (e.g. 20 minutes, 30 minutes, etc).	
a table of any selected parameters based on selected date and time intervals	
1/3 octave spectra for selected monitoring station over selected time period (minimum 1 minute interval)	
data files of sound recordings triggered by exceedences	
Downloaded data should be available in a format compatible with Microsoft Office products, and which can be manipulated by NRC personnel or designated consultants.	
It is preferred that data be presented for both the Leq for current 1 min and rolling 1 hour next to each station marker.	
Access should be password and username controlled. There should be up to three levels for access and system rights, as determined by the contractor.	
The data must be hosted on a secure network and the contractor will be responsible for the storage, backup and protection of all data.	
NRC maintains the right to access all data at any time.	
C.3. Provide an email notification system to identify instrument malfunction or exceedences of NRC-determined criteria.	Page Ref
The following are strongly desired features for the exceedence notification system:	
Triggered when the noise level exceeds a set noise criteria for a predetermined length of time.	
Criteria are station-specific and hourly-specific	
Criteria can be set using various recorded parameters (e.g. Leq (20 min), L99 (1 min), etc.) or combinations of these parameters (e.g. triggered with Leq exceeds X and L99 exceeds Y).	
Emailed within 10 minutes of the exceedance to up to 20 people	
Exceedences trigger a sound recording, retrievable on an as-need basis at a later date.	
Adjustable by the NRC system administrator (i.e., frequency, recording time, recipients, criteria)	
Include contact information for the system administrator (i.e. for questions or to have recipients added or removed)	
Email notifications should include a link to the website and be issued a maximum of once every hour for a single noise exceedence.	
Thresholds should be adjustable to meet NRC needs, either by the NRC system administrator directly (preferred), or by the contractor under the NRC system administrator's direction.	

<p>The length of time of the sound recordings should be variable and controlled by the NRC system administrator directly (preferred), or by the contractor under the NRC system administrator's direction.</p>	
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Exceedence messages or colour coding should also be displayed on the website, to indicate problematic noise conditions at the associated sound level meter(s).	
The following are strongly desired features for the error notification system:	
Include a standard notification title	
Identify the sound level meter(s) affected	
Sent within 10 minutes of the malfunction, to up to 20 people, including the System Provider	
Include contact information for the system administrator (i.e. for questions or to have recipients added or removed)	
Email notifications should be issued a maximum of once every hour for a single issue.	
Error messages or system malfunctions should also be displayed on the website, to indicate that data from the affected sound level meter(s) may be compromised.	
System errors which may cause the noise or weather data to be compromised should be noted in the noise reports.	
C.4. Operate and maintain noise monitoring system, including repairs, factory-required preventative and regular maintenance, and calibration.	
(10 POINTS)	Page Ref
The contractor will provide a schedule for maintenance activities of the system. This should include:	
All factory-required and preventative maintenance.	
Calibration checks completed once daily (e.g., Charge Injection Calibration).	
Laboratory calibration, which is traceable to a national or international standard, completed annually for each noise monitoring station.	
The maintenance schedule should demonstrate that the contractor will complete activities efficiently so to minimize cost and the down-time of the system.	
Calibration and maintenance reports should be recorded and available for viewing on the website.	
C.5. Prepare regular reports which summarize noise trends and exceedences of NRC-determined noise levels.	Page Ref
Example report is reader friendly.	
Regular reports should be in a standardized format should have the features listed below	
Accessible to all users	
Based on selected date and time intervals	
Customizable based on various recorded parameters (e.g. Leq (1min, 1 hour), L90 (1 min, 1 hour), 1/3 octave spectra (based on 1 min and 1 hour Leq), weather data, etc.)	
Assess compliance against NRC-set criteria	
Assess validity of data, considering weather data, extenuating circumstances, and system errors.	

Provide station and hourly data in tabular and graphical form
Reference the data files available of sound recordings that can be
downloaded.

Electronic reports should be presented in both PDF format and in a modifiable
format using Microsoft Products (e.g., Word, Excel).

C.6. Training, support and other criteria	Page Ref
C.6.1. Provide training to NRC staff on how to understand and maximize the website features.	
The contractor should provide a training workshop to demonstrate the website to key NRC staff (approximately 20 people).	
The training should provide a practical understanding of the data being recorded, and explain how to maximize the website features.	
Though training will be provided to staff, the website should be easy to use and self-explanatory. The website should include explanatory notes.	
C.6.2 Provide on-site support and trouble shooting services in case of system malfunction, as per contractor-determined service agreement.	
The user support should cover all aspects of the system, website and reporting functions.	
The user support should include phone support available during NRC office hours in Ottawa (8:30 am – 4:30 pm EST).	
In the case of system malfunction or failure, the contractor should demonstrate its ability to provide repair or replacement within seven (7) days.	
The contractor should demonstrate how these activities will be completed efficiently so to minimize cost and the down-time of the System.	
C.6.3 Other Criteria	
The contractor should state its capacity, if required, to provide reports, the online user interface, and training in French.	
The contractor should state the possibility, if required, of relocating a SLM to another locating on the Montreal Road Campus. This should include updating the website to reflect the new SLM location.	
D. WORKPLAN AND TIME SCHEDULE	10 Points
outline of the proposed work strategy	
plan and schedule	
proposed method of project management coordination and liaison with the Project Authority	
project plan should be detailed, giving phases, milestones etc. and indicate the steps that will be taken to ensure that the project is completed within the required time frame including coordination of the Project Team	



ID	Appendix "C" - General Conditions 2035
Title	General Conditions - Services
Date	2011-05-16
Status	Active

- 01 Interpretation
- 02 Powers of Canada
- 03 Status of the Contractor
- 04 Conduct of the Work
- 05 Subcontracts
- 06 Specifications
- 07 Replacement of Specific Individuals
- 08 Time of the Essence
- 09 Excusable Delay
- 10 Inspection and Acceptance of the Work
- 11 Invoice Submission
- 12 Taxes
- 13 Transportation Costs
- 14 Transportation Carriers' Liability
- 15 Payment Period
- 16 Interest on Overdue Accounts
- 17 Compliance with Applicable Laws
- 18 Ownership
- 19 Copyright
- 20 Translation of Documentation
- 21 Confidentiality
- 22 Government Property
- 23 Liability
- 24 Intellectual Property Infringement and Royalties
- 25 Amendment and Waivers
- 26 Assignment
- 27 Suspension of the Work
- 28 Default by the Contractor
- 29 Termination for Convenience
- 30 Accounts and Audit
- 31 Right of Set-off
- 32 Notice
- 33 Conflict of Interest and Values and Ethics Codes for the Public Service
- 34 No Bribe or Conflict
- 35 Survival
- 36 Severability
- 37 Successors and Assigns
- 38 Contingency Fees
- 39 International Sanctions
- 40 Harassment in the Workplace
- 41 Entire Agreement



2035 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;

"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" 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;

"Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

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

2035 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.

2035 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.



2035 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.
4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 27, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.



8. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

2035 05 (2010-01-11) Subcontracts

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
 - (a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
 - (b) subcontract any portion of the Work as is customary in the carrying out of similar contracts; and;
 - (c) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).
3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract.
4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

2035 06 (2008-05-12) Specifications

1. Specifications provided by Canada or on behalf of Canada to the Contractor in connection with the Contract belong to Canada and must be used by the Contractor only for the purpose of performing the Work.
2. If the Contract provides that Specifications furnished by the Contractor must be approved by Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

2035 07 (2008-05-12) Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The



replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

2035 08 (2008-05-12) Time of the Essence

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

2035 09 (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 seven (7) 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 fifteen (15) 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.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
 - (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - (b) the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

2035 10 (2008-05-12) Inspection and Acceptance of the Work

1. 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.
2. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
3. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three (3) years after the end of the Contract.

2035 11 (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, 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.

2035 12 (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.

2035 13 (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.

2035 14 (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.

2035 15 (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 16.
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.

2035 16 (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.

2035 17 (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.

2035 18 (2008-05-12) Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the



Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

2035 19 (2008-05-12) Copyright

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

2035 20 (2008-05-12) Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada under section 20. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

2035 21 (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, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this



information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.

3. Subject to the *Access to Information Act*, R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not 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.
4. The obligations of the Parties set out in this section do not apply to any information if the 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.
5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under National Research Council Canada (NRC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
8. 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.

2035 22 (2008-05-12) Government Property

1. All Government Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.



2. 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.
3. All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that are Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.
4. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

2035 23 (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.

2035 24 (2008-05-12) Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or



- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement. "Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

2035 25 (2008-05-12) Amendment and Waivers

1. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
2. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with subsection 1.
3. A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
4. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

2035 26 (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.

2035 27 (2008-05-12) Suspension of the Work

1. 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 for a period of up to one hundred eighty (180) days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these one hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 28 or section 29.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

2035 28 (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.

4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
 - (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - (b) the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.

5. Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.
6. If the Contract is terminated for default under subsection 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 1 of section 29.

2035 29 (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.

2035 30 (2008-05-12) Accounts and Audit

- 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

2035 31 (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.



2035 32 (2008-05-12) Notice

Any notice under the Contract must be in writing and may be delivered by and, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Contracting Authority.

2035 33 (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.

2035 34 (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.

2035 35 (2008-05-12) Survival

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

2035 36 (2008-05-12) Severability



If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

2035 37 (2008-05-12) Successors and Assigns

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

2035 38 (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).

2035 39 (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 29.

2035 40 (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.

2035 41 (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



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat RFP 15-22182 UNCLASSIFIED

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

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



Contract Number / Numéro du contrat RFP-15-22182
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

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

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

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

Special comments:
Commentaires spéciaux:

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non Yes / Oui
 No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

No / Non Yes / Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No / Non Yes / Oui



Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat RFP-15-221-82
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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



Contract Number / Numéro du contrat RFP 15-22182
Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Michael Wallace	Title - Titre Environmental Officer	Signature
Telephone No. - N° de téléphone 613-993-1996	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Michael.wallace@NRC-cnrc.gc.ca
		Date Feb 22 / 2016

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) CHARLOTTE CARRIER	Title - Titre Security in CONTRACTS	Signature
Telephone No. - N° de téléphone 613 993-8956	Facsimile No. - N° de télécopieur 613 990-0946	E-mail address - Adresse courriel charlotte.carrier@NRC-cnrc.gc.ca
		Date 23 Feb 2016

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Yes / Non / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Johnathon Gillis	Title - Titre Procurement Officer	Signature
Telephone No. - N° de téléphone 613 993 5506	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Johnathon.gillis@NRC-cnrc.gc.ca
		Date Feb/22/2016

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date