

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

# REQUEST FOR QUOTATION DEMANDE DE SOUMISSION

# RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

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

Conseil national de recherches Canada Services d'approvisionnement 1200, chemin de Montréal, Édifice M-22

Ottawa (Ontario) K1A 0R6

Offre Télécopieur: (613) 991-3297

## 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).

Canadä
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Title/Sujet Snow Removal Services – Montréal, QC		
Solicitation No./N. de l'invitation 16-22080	Date 23 September 2016	
Solicitation Closes/L'invitation prend fin at/à 14:00 on/le 2 November 2016	Time Zone/Fuseau Horaire EDT	
Address Enquiries To/Adresser demandes de renseignements à : Melody Ellis Telephone No./N. de téléphone : (613) 993-4461 Facsimile No./N. de télecopieur : (613) 993-6867		

Instructions: See Herein

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

# **SNOW REMOVAL SERVICES**

# 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 snow removal services for the National Research Council Canada, 6100 Royalmount Avenue, Montreal, Quebec in accordance with the specifications attached as Appendix "A".

# 3.0 PERIOD OF CONTRACT

3.1 NRC anticipates that the work will begin upon first snow fall and be completed by April 30, 2017. The Contractor hereby grants to NRC the irrevocable option to extend the term of the Contract for an additional six year period (fall of 2017 to April 30, 2023).

# 4.0 **ENQUIRIES**

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

Melody Ellis
Contracting Authority, Procurement Services
National Research Council Canada
1200 Montreal Road, Bldg. M-22
Ottawa, Ontario K1A 0R6
Telephone: (61)

Telephone: (613) 993-4461 Facsimile: (613) 993-6867

Email: Melody.Ellis@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 RFQ 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 RFQ.

# 5.0 PROPOSAL CLOSING DATE AND BID SUBMISSION INSTRUCTIONS

Proposals <u>must</u> be delivered not later than 14:00 EDT, 2 November 2016, to the following **Contracting Authority**:

Melody Ellis
Contracting Authority, Procurement Services
National Research Council Canada
1200 Montreal Road, Bldg. M-22
Ottawa, Ontario K1A 0R6 Telephone: (613) 993-4461

# Proposals must not be sent directly to the Project Authority

- 5.2 Proposals <u>must</u> be delivered in a sealed envelope and the Bidder's name and the RFQ 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 <u>must</u> be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) attached as Appendix "E".
- 5.4 Due to the nature of this solicitation, NRC will not accept any proposal documents by facsimile.
- 5.5 NRC will not accept any proposal documents by electronic mail or on diskette.
- 5.6 Proposals received after the closing date will not be considered and will be returned to the sender. The sender has the sole responsibility for the timely dispatch and delivery of a proposal and cannot transfer such responsibility to the NRC. No supplementary information will be accepted after the closing deadline unless NRC requests a clarification.
- 5.7 All submitted proposals become the property NRC and will not be returned to the originator.

# 6.0 MANDATORY REQUIREMENTS

- 6.1 Describe the operational abilities of the bidder and provide a list of the materiel required to comply with market conditions.
- 6.2 Give three (3) references indicating that the bidder has already provided services that are similar to the services requested under this contract (snow removal for commercial enterprises or institutional buildings); include the names and telephone numbers of the persons who could provide these references, as well as the value and term of the contract(s).
- 6.3 Designate a person in charge who will be the main contact between BRI and the person in charge for the snow removal contract and who will provide all necessary telephone numbers so that he/she can be contacted at all times.

- 6.4 Provide proof of insurance for one million dollars coverage.
- 6.5 Provide Pricing Table (Appendix "B").

# 7.0 MANDATORY BIDDERS MEETING

- 7.1 At least one (no more than two) representative(s) from each firm that intend to bid must attend the bidders meeting on **October 12, 2016 and/or October 13, 2016**. Bidders must meet Mr. Sylvain Grenier at 10:00 am at the visitor's entrance at the National Research Council, 6100 avenue Royalmount, Montreal, Quebec. Bidders who, for any reason, cannot attend at the specified date and time will not be given an alternative appointment to view the site; their bids, therefore, will be rejected as non-compliant. **NO EXCEPTIONS WILL BE MADE**.
- 7.2 As proof of attendance at the site visit, bidders or their representatives **MUST** sign the attendance form prepared by the Project Authority. It is the responsibility of the bidders or their representatives to ensure they have signed the attendance form prior to leaving the site. Proposals submitted by bidders who did not attend the site visit or failed to sign the attendance form will be rejected as non-compliant.

# 8.0 COST PROPOSAL

- 8.1 Bidders <u>must</u> complete the Pricing Table attached as Appendix "B".
- 8.2 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 RFQ and extra to the price herein. The amount of GST or HST shall be disclosed and shown as a separate item.

# 9.0 CONDITIONS OF SUBMISSION

- 9.1 There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation. A 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.
- 9.2 The method of selection will be the lowest priced compliant bid.
- 9.3 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFQ.
- 9.4 Your proposal should contain the following statement:
  - "We hereby certify that the price quote is not in excess of the lowest price charged anyone else, including our most favoured customer, for like services".
- 9.5 Any contract resulting from this invitation will be subject to the General Conditions 2010C (copy attached as Appendix "C") and any other special conditions that may apply.

# 10.0 OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY

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

# 11.0 CONFIDENTIALITY

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

# 12.0 CRIMINAL CODE OF CANADA

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

## ADDITIONAL CONTRACT CLAUSES

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

# 13.0 T4-A SUPPLEMENTARY SLIPS

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

# 14.0 GOVERNMENT SMOKING POLICY

14.1 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.

## 15.0 ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT

- 15.1 Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Project Authority named herein. There will be however; no day-to-day supervision of the Contractor's activities nor control of the Contractor's hours of work by the Project Authority.
- 15.2 The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.

## 16.0 GENERAL CONDITIONS

16.1 The General Conditions 2010C entitled "General Conditions - Services and attached as Appendix "C" form part of this Contract.

# 17.0 METHOD OF PAYMENT

- 17.1 Payment by NRC for the Work shall be made within:
  - (a) thirty (30) days following the date on which all of the Work has been delivered at the location(s) specified in the Contract and all other Work required to be performed by the Contractor under the terms of the Contract has been completed; or
  - (b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract; whichever is later.
- 17.2 If NRC has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, NRC shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as NRC requires. Failure by NRC to act within fifteen (15) days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

# 18.0 <u>INTERNATIONAL SANCTIONS</u>

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

# 19.0 NON-PERMANENT RESIDENT (CANADIAN COMPANY)

19.1 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.

# 20.0 <u>LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS</u>

- 20.1 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 <u>Early Departure Incentive Program Order</u> or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.

## 21.0 SECURITY LEVEL

- 21.1 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.
- 21.1 Any Contract resulting from this invitation will be subject to the Security Requirements Check List (SRCL), form TBS/SCT 350-103, attached at Appendix "D".

## 22.0 ADDITIONAL WORK

22.1 If there is snow accumulation in May, the charge for snow removal shall be at the variable rate

## 23.0 ATTACHMENTS

Appendix "A" - Specifications

Appendix "B" - Pricing Table

Appendix "C" - NRC General Conditions 2010C

Appendix "D" - Security Requirements Check List Appendix "E" – Standard Instructions and Conditions (Applicable to Bid Solicitation)

dated 2001/02/01

# **PROJECT SPECIFICATIONS**

# SNOW REMOVAL SERVICE NATIONAL RESEARCH COUNCIL CANADA (NRC) 6100 ROYALMOUNT, MONTREAL

## 1.0 GENERAL

1.1 Provide snow removal services described in these specifications that are identified in drawing **16-0803-A1**. NRC operates continuously: i.e. 365 days a year, 24 hours a day. Therefore, all spaces mentioned in these specifications must be cleared of snow and ice all days of the week, including Saturdays, Sundays and statutory holidays.

## 2.0 SCOPE OF WORK

2.1 All these spaces must be cleared by 7:00 a.m. each day of the week, including weekends and statutory holidays.

The work under this contract covers:

- 2.2 The rear yard, including access to both receiving and shipping docks (the entire paved area), access to Hydro-Québec's main power supply source, the motorized gates in the rear yard at 6100 Royalmount Avenue in Montreal.
- 2.3 The gate to the employees' parking area, the employees' parking area (over 500 parking spaces), access to the loading dock at the end of laboratory #4.
- 2.4 The visitors' parking area, accessed from Royalmount Avenue, contains about forty parking spaces.
- 2.5 The main entrance.
- 2.6 The route for fire department personnel.

# 3.0 QUALITY STANDARDS

- 3.1 Parking spaces, roadways, gutters and catch basins must be kept free of snow and ice at all times by using the equipment specified in section 3.2
- 3.2 The contractor shall **possess and use** the following or equivalent equipment, as determined by the building engineer or his/her representative, to remove snow at NRC:
  - 3.2.1 Two pay loaders with shovels, with a minimum capacity of four cubic yards
  - 3.2.2 A snow blower with a minimum capacity of 2,500 tonnes per hour.
- 3.3 With his/her bid, the contractor shall supply written evidence that he possesses the equipment mentioned in section 3.2, providing the model and year of manufacture of each unit of equipment, and if he/she fails to do so, the bid will automatically be rejected.
- 3.4 The snow piled in the areas indicated in drawing 16-0803-A1 shall be blown from the ground to the authorized locations (see drawing 16-0803-A1) no later than two days after precipitation has stopped, unless otherwise indicated by the engineer or his/her representative. If this timeframe is not complied with, the

- building engineer or his/her representative may have the work completed by a third party at the contractor's expense, without notice.
- 3.5 Snow will not be blown or piled up near fire safety equipment or sidewalk entranceways in order to avoid access to them being blocked.
- 3.6 All equipment used to remove snow from interlocking paving stone surfaces must be equipped with Teflon blades.
- 3.7 The contractor shall ensure that equipment used is in a satisfactory enough condition to perform the requested work satisfactorily. The NRC building engineer or his/her representative reserves the right to judge whether equipment is safe or in an unsatisfactory condition and to require its immediate removal from the workplace. The contractor will then be responsible for supplying replacement equipment deemed acceptable by the NRC building engineer or his/her representative.
- The contractor shall meet, but not be limited to, the environmental standards in effect on federal government land. These standards are available at the following Web address: <a href="http://www.ec.gc.ca/default.asp?lang=En&n=48d356c1-1">http://www.ec.gc.ca/default.asp?lang=En&n=48d356c1-1</a>
- 3.9 All accidents or injuries occurring in the workplace must be documented and relayed to the building engineer or his/her representative.
- 3.10 The contractor will be responsible for the health and safety of his/her employees, in accordance with the applicable federal, provincial and municipal statutes.
- 3.11 If the Crown is dissatisfied with the quality of the services rendered, it reserves the right, with no further obligation, to cancel the contract giving 24 hours written notice.

# 4.0 CONTRACTUAL REQUIREMENTS

- 4.1 Every year, before work starts, the contractor will inspect the site with the contractor's representative and the engineer's representative or his/her NRC representative in order to compile a list of damage and/or existing anomalies. The first inspection shall be completed less than a week prior to the awarding of the snow removal contract.
- 4.2 Should the contractor cause damage during the execution of work, the contractor shall make the necessary repairs to NRC's satisfaction and at his/her own expense, obtaining NRC's prior approval of the repair method before the final invoice for the current year's snow removal is paid.
- 4.3 The contractor shall, if required, transport and dispose of the snow within the boundaries of NRC's property, while not in any way restricting NRC's use of the projected spaces.
- 4.4 If the engineer or his/her representative advises the contractor that there has been a failure to meet his/her obligations under the contract, the contractor shall, within 4 hours of receiving notice of this breach, correct this failure to NRC's satisfaction. If the contractor does not take action to correct this failure within the period of time stipulated in the notice or if the contractor has been negligent, NRC may, without notice, take any necessary action to correct this failure, and all

- costs and disbursements incurred on account of this failure may be deducted from this contract.
- 4.5 Staff assigned to clearing ice and snow must, on each occasion they remove snow and/or ice, sign the staff log in the main reception area before and after snow/ice removal, indicating start and finish times that testify to the contractor's presence on the premises. If the contractor's staff neglects to sign the log, the engineer or his/her representative may not accept any invoice for these services.

## 5.0 EXECUTION OF WORK

5.1 Snow removal includes snow clearing and blowing operations moving snow to designated areas and the spreading of ice melters and anti-slip agents, in accordance with the provisions of this document.

## 5.2 Work included:

- 5.2.1 During a snowfall and/or snowstorm, clear snow from the main access routes, streets, parking areas and other sectors highlighted in drawing 16-0803-A1 in order to facilitate the circulation of vehicles and pedestrians.
- 5.2.2 Immediately after a snowfall or a snowstorm ends, finish removing and/or blowing snow that has accumulated in hazardous areas.
- 5.2.3 Surfaces indicated in drawing 16-0803-A1 shall be kept free of ice at all times. If there is freezing rain or freezing following a thaw, ice melters shall immediately be used.
- 5.2.4 Ice melter and anti-slip agent mixtures will contain sand, salt and other mixtures approved by NRC and must be dispersed over designated areas, in accordance with the provisions of this contract. These materials will be supplied by the contractor at no additional cost.

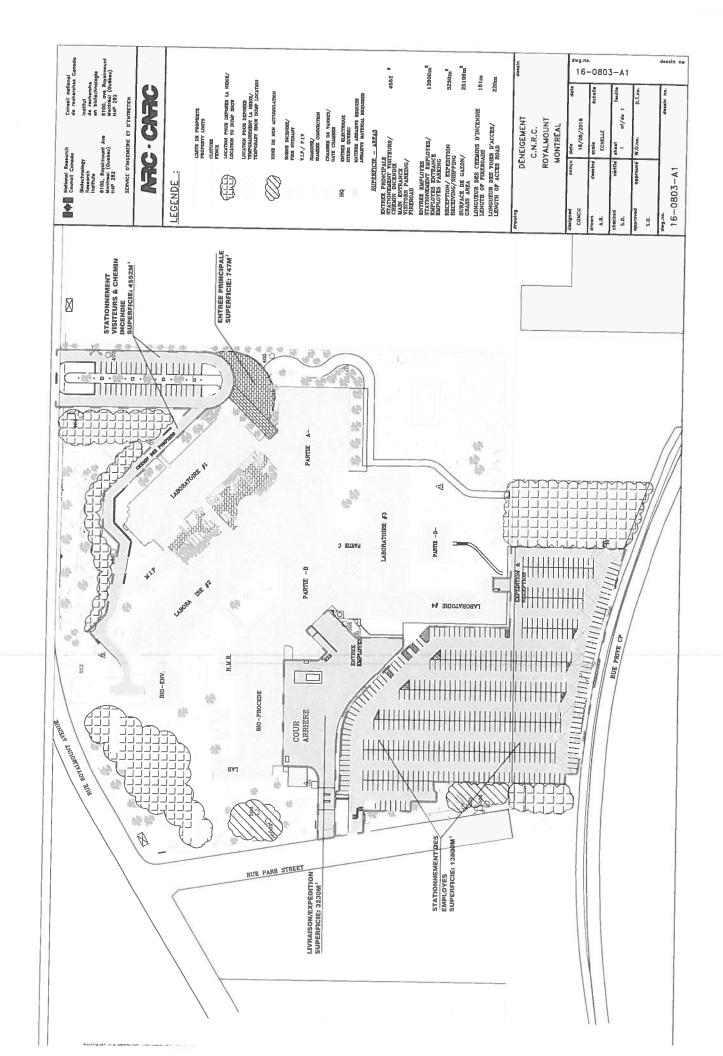
# 5.3 Workflow:

- 5.3.1 Each day of the week, including weekends and statutory holidays, the contractor shall use the staff and equipment required, as stated in section 3.2, to clear the prescribed areas as soon as there is an accumulation of five centimetres of snow caused by one or more precipitation events or no later than one hour after a call from the NRC engineer or his/her representative.
- 5.3.2 The contractor shall not delay the start of his/her snow removal work that he/she must completely finish each time a snowfall requires that staff and equipment be deployed.
- 5.3.3 During snow removal work, the contractor must comply with the directives specified in the building engineer's or his/her representative's verbal and written orders concerning the priority and location of areas to be cleared and the times at which the work must be performed.
- 5.3.4 When snow propelled by gusts of wind reaches an **accumulation of five centimetres**, even if there has been no precipitation, the contractor must ensure that service routes, parking areas and other specified sectors

have been cleared in order to ensure the normal circulation of vehicles and pedestrians. No additional money will be paid to the contractor for work performed because of any accumulation of snow caused by gusts of wind.

## 6.0 ASSESSMENT GRID

- 6.1 The contractor must meet all the requirements described in these specifications (see article 6.0 MANDTORY REQUIREMENTS) and complete the pricing table in Appendix "B".
- The quotations submitted in the pricing table in Appendix "B" will cover the work described in these specifications for a one-year period, starting in the fall of 2016 and ending on April 30, 2017.
- 6.3 A quotation must also be submitted for an optional six-year period starting in the fall of 2017 and ending on April 30, 2023.
- The amount that will be assessed will be the quotation submitted for the one-year period, starting in the fall of 2016 and ending in April 2017; based on a fixed price for the first 200 cm and an estimated price for an additional 100 cm beyond the first 200 cm.



## PRICING TABLE

# PERIOD STARTING IN THE FALL OF 2016 AND ENDING ON APRIL 30, 2017:

	Amount (snow accumulation)	Unit Price	Total Price
Fixed price	Up to 200 cm	\$XXXXXXXXXXX	\$
Beyond 200 cm Variable price	100 cm	\$ per cm	\$
		TOTAL	\$

The amount that will be assessed will be the quotation submitted for the one-year period, starting in the fall of 2016 and ending in April 2017; based on a fixed price for the first 200 cm and an estimated price for an accumulation of 100 cm beyond the first 200 cm.

Accumulations are calculated according to data from Environment Canada at the Montreal airport (Pierre Elliot Trudeau) until April 30.

	Date:	
Signature of the contractor's representative		
	_	
Print name here	_	



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

01	Interpretation
02	Powers of Canada
03	Status of the Contractor
04	Conduct of the Work
05	Subcontracts
06	Time of the Essence
07	Excusable Delay
80	Inspection and Acceptance of the Work
09	Invoice Submission
10	Taxes
11	Payment Period
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20	Default by the Contractor
21	Termination for Convenience
22	Right of Set-off
23	Conflict of Interest and Values and Ethics Codes for the Public Service
24	Contingency Fees
25	International Sanctions
26	Harassment in the Workplace
27	Entire Agreement
	<u> </u>



## 2010C 01 (2008-05-12) Interpretation

In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

## 2010C 02 (2008-05-12) Powers of Canada

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

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

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

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

- 1. The Contractor represents and warrants that:
  - (a) it is competent to perform the Work;
  - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and



- (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 2. The Contractor must:
  - (a) perform the Work diligently and efficiently;
  - (b) except for Government Property, supply everything necessary to perform the Work;
  - 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.
- The Contractor consents in the case of a contract that has a value in excess of \$10,000.00 to the public disclosure of information – other than information described in any of paragraphs 20(1)a) to (d) of the Access to Information Act – relating to the contract.

# 2010C 05 (2008-05-12) Subcontracts

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise.

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

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

# 2010C 07 (2008-05-12) Excusable Delay

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

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

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



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

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

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

## 2010C 09 (2008-05-12) Invoice Submission

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

## 2010C 10 (2010-08-16) Taxes

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



Prince Edward Island OP-10000-250 Manitoba 390-516-0

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

## 3. Changes to Taxes and Duties

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

#### 4. GST or HST

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

## 5. Tax Withholding of 15 Percent

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

# 2010C 11 (2008-05-12) Payment Period

- 1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 12.
- 2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

## 2010C 12 (2008-12-12) Interest on Overdue Accounts

1. For the purpose of this section:

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

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

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

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

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

## 2010C 13 (2008-05-12) Audit

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

## 2010C 14 (2008-05-12) Compliance with Applicable Laws

- 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.
- The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

## 2010C 15 (2008-05-12) Liability

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

## 2010C 16 (2008-05-12) Government Property

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

#### 2010C 17 (2008-05-12) Amendment

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



## 2010C 18 (2008-05-12) Assignment

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

## 2010C 19 (2008-05-12) Suspension of the Work

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

## 2010C 20 (2008-05-12) Default by the Contractor

- If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting
  Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the
  Contract. The termination will take effect immediately or at the expiration of a cure period specified in
  the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority
  within that cure period.
- 2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the dissolution, liquidation or winding up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
- 3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

## 2010C 21 (2008-05-12) Termination for Convenience

- 1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- 2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
  - (a) on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - (b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and



- (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
- 3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
- 4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

## 2010C 22 (2008-05-12) Right of Set-off

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

## 2010C 23 (2008-05-12) Conflict of Interest and Values and Ethics Codes for the Public Service

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

## 2010C 24 (2008-12-12) Contingency Fees

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

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

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

## 2010C 26 (2010-08-16) Harassment in the Workplace

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



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

# 2010C 27 (2008-05-12) Entire Agreement

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



Government Gouvernement of Canada du Canada

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

SECURITY REQUIREMENTS CHECK LIST ISPOLA

DADT A CONTRACT NAME	LISTE DE VERIF	CATION DES EXIGEN	CES RELATIV	ESÀLAS	JL) BÉCURITÉ (LVERS)		
PART A - CONTRACT INFOR	(IVIA HUN / PAR HE A	V - INFORMATION CONTR	ACTUELLE				
Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine CNRC			2. Branch	or Directorate / Direction génér	rale ou Direction		
3. a) Subcontract Number / Nu	méro du contrat de s		- 1411	MONT	REAL - ROYALMOUNT	Mar A Langue	
o. a, casconnact fallison / fall	amero da contrat de s	ous-traitance (3, 0) N	ame and Addres	ss of Subcor	tractor / Nom et adresse du s	ous-traitant	
4. Brief Description of Work / E	Brève description du t	ravail				•	
Contrat de déneigeme	ent pour le site CN	NRC-Montréal-Royalm	ount.				
5. a) Will the supplier require a Le fournisseur aura-t-il ad	ccès à des marchandi	ises contrôlées?				No Non	Yes
<ol><li>b) Will the supplier require a Regulations?</li></ol>						No Non	Yes Oui
regiernent sur le contrott	e des données techni	echniques milltaires non cla ques?	issifiées qui soni	t assujetties	aux dispositions du	83 IAOU [	JOH
6. Indicate the type of access							
6. a) Will the supplier and its e	mployees require acc	cess to PROTECTED and/o	CLASSIFIED I	nformation o	or assets?	No [	Yes
(Préciser le niveau d'acce	ès en utilisant le table	au qui se trouve à la questi	ion 7 c)			Non	JOui
<ol> <li>b) Will the supplier and its e to PROTECTED and/or C</li> </ol>	mployees (e.g. clean CLASSIFIED informati	ers, maintenance personne	l) require access			No	Yes
Le fournisseur et ses em	plovés (p. ex. nettove	urs, personnel d'entretien) GÉS et/ou CLASSIFIÉS n'e	auront-ils accès	à des zones	d'accès restreintes? L'accès	Non	JOui
<ol><li>c) Is this a commercial cour</li></ol>	ier or delivery require	ment with no overnight stor	2067				
S'agit-il d'un contrat de m	nessagerie ou de livra	ison commerciale sans ent	reposage de nu	it?		No Non	Yes Oui
7. a) Indicate the type of Inform	nation that the supplie	r will be required to access	/ Indiquer le typ	e d'informat	tion auguel le fournisseur devr	a avoir accès	1001
Canada	$\square$	NATO / OTA		17111111	Foreign / Étranger		
7. b) Release restrictions / Res	strictions relatives à la	l diffusion	25		. Groight Eduliger		
No release restrictions Aucune restriction relative à la diffusion	$\boxtimes$	All NATO countries Tous les pays de l'OTAN			No release restrictions Aucune restriction relative à la diffusion		
	11				a la dillusion		
Not releasable À né pas diffuser				12			
Restricted to: / Limité à : Specify country(ies): / Précise	er le(s)	Restricted to: / Llmité à : Specify country(ies): / Pre	éciser le(s) pays	:	Restricted to: / Limitė à : Specify country(ies): / Précis	ser le(s)	7
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7. c) Level of information / Nive	eau d'information						
PROTECTED A	Marian -	NATO UNCLASSIFIED		THE USE	PROTECTED A	11.47	
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Government of Canada Gouvernement du Canada

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

PART A (continued)   PARTIE A (suite)	CONTRACTOR CONTRACTOR	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMME	NAME OF THE PROPERTY OF THE PARTY OF THE PAR	DOMESTIC AND A STATE OF THE STA
	désignés PROTÉGÉS et/ou CLASSIFIÉSS	No Yes
The state of the s	designes i No leges evou classifies?	Non LOui
Dans l'affirmative, indiquer le niveau de sensibilité :		
Will the supplier require access to extremely sensitive INFOSEC information or le fournisseur aura till accès à des results.	assets?	Na Columbia
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC	de nature extrêmement délicate?	No Yes
		Non L Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :		
Document Number / Numéro du document :		
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEI 10. a) Personnel security screening level required / Niveau de contrôle de la sécur	UR)	THE RESERVE OF THE PERSON
, see l'admod i littread de controle de la secui	nte du personnel requis	
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COTE DE FIABILITÉ CONFIDENTIEL	SECRET TRÈS SEC	RET
TOP SECRET SIGINT NATO CONFIDENTIAL		
TRÈS SECRET - SIGINT NATO CONFIDENTIEL	1 00011110	TOP SECRET TRÈS SECRET
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ACCÈS AUX EMPLACEMENTS		
Consist comments		
Special comments:		
Commentaires spéciaux :		
NOTE: If multiple levels of screening are identified, a Security Classi	fication Guide must be provided	
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont re 10. b) May unscreened personnel be used for portions of the work?	quis, un gulde de classification de la sécurité doit être	e fourni
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties	J. A	No Yes
If Yes, will unscreened personnel be escorted?	du travair?	Non Oui
Dans l'affirmative, le personnel en question sera-t-il escorté?		No Yes
		Non Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTIO	ON (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS		
11 a) Will the cumplies be required to		
11. a) Will the supplier be required to receive and store PROTECTED and/or CLAS	SSIFIED Information or assets on its site or	No Dves
		No Yes
		X
Le foumisseur sera-t-il tenu de recevoir et d'entreposer sur place des rensei CLASSIFIÉS?		X
Le foumisseur sera-t-il tenu de recevoir et d'entreposer sur place des rensei CLASSIFIÉS?  11. b) Will the supplier be required to safeguard COMSEC information access to the service of t	gnements ou des biens PROTÉGÉS et/ou	Non Oui
Le foumisseur sera-t-il tenu de recevoir et d'entreposer sur place des rensei CLASSIFIÉS?	gnements ou des biens PROTÉGÉS et/ou	Non Oui
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Le foumisseur sera-t-il tenu de recevoir et d'entreposer sur place des rensei CLASSIFIÉS?  11. b) Will the supplier be required to safeguard COMSEC information access to the service of t	gnements ou des biens PROTÉGÉS et/ou	Non Oui
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Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des rensei CLASSIFIÉS?  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 C  PRODUCTION  11. c) Will the production (manufacture, and/or repair and/or modification) et PROTECT	gnements ou des biens PROTÉGÉS et/ou COMSEC? TED and/or CLASSIFIED material or equipment occur	Non Oui  No Yes Non Oui
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Security Classification / Classification de sécurité

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 précèdentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Categorie	PROTECTED PROTEGÉ			CLASSIFIED CLASSIFIÉ			NATO					COMSEC				
		В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTEGE			CONFIDENTIAL	SECRET	TOP
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL	-	COSMIC TRÈS SECRET	A	8	C	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens															<del></del>	
Production							<del>                                     </del>	<del>                                     </del>			屵		H		14	
IT Media /	Н	-			<del>│                                    </del>	1										
Support TI		L				1									11	
IT Link / Lien électronique																
12. a) Is the descrip La description	tion du l	of t	he w iil vis	ork contained é par la prèse	within this ente LVEF	s SRCL P IS est-elle	ROTECTED e de nature P	and/or CLAS ROTÉGÉE el	SIFIED? Jou CLAS	SSIFIÉE?				[	No Non	Yes Oui

Len 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 Yes Non Oui
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  Dans l'affirmative, classifier 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?	V No
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and attachments (e.g. SECRET with Attachments).  Dans l'affirmative, classifier le présent formulaire en Indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des plèces jointes (p. ex. des pièces jointes).	

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Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PAR	TIE D - AUTORISATIO	N						
13. Organization Project Authority / ( Name (print) - Nom (en lettres moule Sylvain Grenier	onarge de projet de l'orgées)	Title - Titre	aire de projet	Signature				
Telephone No N° de téléphone 514 496 6201 14. Organization Security Authority /	Facsimile No Nº de 514 496 1928		E-mail address - Adresse cou sylvain.grenier@cnrc-n		Date 2016-09-14			
Name (print) - Nom (en lettres moulé  Chaclorle ARRiere	ees)	Title - Titre	in in Contracts	Signature	Q			
Telephone No N° de téléphone  613 9956  15. Are there additional instructions ( Des instructions supplémentaires	e.g. Security Guide, Se (p. ex Guide de sécuri	télécopieur	E-mail address - Adresse cou Charlete CARRICA	vriel				
16. Procurement Officer / Agent d'app Name (print) - Nom (en lettres moulé MEWNY EWS	es)	Title - Titre	ACTING OFFICER	Signature	IMM EV.			
Telephone No N° de téléphone 613,993,4461 17. Contracting Security Authority / A	Facsimile No N° de l 61396368 utorité contractante en r	élécopieur	E-mail address - Adresse co	urriel -CNTC AC	Date SEPT 22/16			
Name (print) - Nom (en lettres moulés	95)	Title - Titre		Signature				
Telephone No Nº de téléphone	Facsimile No Nº de t	ėlėcopieur	E-mail address - Adresse cor	urriel	Date			

# 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.

- 1.2Bids 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.
- 1.4Bids 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 <u>not</u> 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.
- 5.4Bids 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