



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

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

National Research Council Canada (NRC)  
Finance and Procurement Services  
1200 Montreal Road, Building M-58  
Ottawa, Ontario  
K1A 0R6

<b>Title/Sujet</b>  <b>Risk Assessment Specialists for the Hazard Prevention Program (HPP)</b>	
<b>Solicitation No./N. de l'invitation</b> <b>20-58032</b>	<b>Date</b> <b>6 July 2020</b>
<b>Solicitation Closes/L'invitation prend fin</b> <b>at/à 14 :00</b> <b>on/le August 17, 2020</b>	<b>Time Zone/Fuseau Horaire</b> <b>EDT</b>
<b>Address Enquiries To/Adresser demandes de renseignements à :</b> Alain Leroux Email: <a href="mailto:alain.leroux@nrc-cnrc.gc.ca">alain.leroux@nrc-cnrc.gc.ca</a>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

Proposal To:

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

Proposition aux:

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



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

## **Risk Assessment Specialists for the Hazard Prevention Program (HPP)**

### **1.0 PRESENTATION OF PROPOSALS**

- 1.1 You are invited to submit via **email only** a copy of a Technical Proposal and a copy of a Financial Proposal in two separate attachments to fulfil the following requirement forming part of this Request for Standing Offer. One attachment **must** be clearly marked 'Technical Proposal' and the other attachment **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 RFSO duly completed.**

### **2.0 SCOPE OF WORK**

- 2.1 The contractor would be asked to provide Risk Assessment Specialists to support Research Centers' teams to conduct hazard identification and risk assessments for OHS and environmental hazards present in the work place and associated with the activities conducted by NRC's employees in the various research centers across the country. The risk assessments will be completed using NRC's established tools and templates. See the detailed Statement of Work attached as Appendix "A".
- 2.2 For any Standing Offer issued as a result of this invitation, it is understood and agreed that:
- a) a contractual obligation will come into force only if there is an authorized Call-Up Against a Standing Offer (NRC Form 769) and only to the extent designated in the Call-Up;
  - b) a Standing Offer does not oblige the Designated User to authorize or order any goods/services whatsoever or to spend the estimated expenditure or any monies whatsoever; and
  - c) the NRC's liability under a Standing Offer shall be limited to the actual amount of goods/services "Called-Up" within the period specified.
- 2.3 The terms and conditions as set out herein will form part of the Standing Offer Agreement and will be incorporated into and form part of any and all authorized call-up(s) against a Standing Offer.
- 2.4 Work under any Standing Offer Agreement established as a result of this Request for Proposal will be authorized by the NRC by issuance of the NRC Form 769.

### **3.0 PERIOD OF CONTRACT**

- 3.1 NRC anticipates that the work will begin on **September 21, 2020** and be completed by **January 31, 2022**.
- 3.2 There is an option to renew at NRC's discretion for three (3) subsequent one-year periods, subject to satisfactory performance and agreement upon a satisfactory fee structure for that period(s).

#### 4.0 **ENQUIRIES**

- 4.1 If you require clarification regarding any aspect of this RFSO, address all queries to the Contracting Authority, identified below, at least **5 working days** before the closing date. All queries must be in writing and queries received less than 5 working days prior to the closing date cannot be guaranteed a response. Information received verbally will not be binding upon the NRC.

**Alain Leroux**  
Contracting Authority,  
Finance and Procurement Services  
National Research Council Canada

[alain.leroux@nrc-cnrc.gc.ca](mailto:alain.leroux@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 RFSO during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).
- 4.4 It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFSO.

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

- 5.1 Proposals must be **sent via email only** not later than 2:00 PM EST, **August 17, 2020**, to the following **Contracting Authority**:

**Alain Leroux**  
Contracting Authority, Procurement Services  
National Research Council Canada

[alain.leroux@nrc-cnrc.gc.ca](mailto:alain.leroux@nrc-cnrc.gc.ca)

**Proposals must not be sent directly to the Project Authority**

- 5.2 Proposals must be delivered **via email only** to [alain.leroux@nrc-cnrc.gc.ca](mailto:alain.leroux@nrc-cnrc.gc.ca). All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder. Electronic bids received after the indicated closing time - NRC servers received time - will be irrevocably rejected. Bidders are urged to send their proposal sufficient time in advance of the closing time to prevent any technical issues. NRC will not be held

responsible for bids sent before closing time but received by the NRC servers after the closing time.

- 5.3 Due to the nature of this solicitation, NRC will not accept any proposal documents by facsimile.
- 5.4 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.
- 5.5 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 in accordance with the mandatory and rated evaluation attached as **Appendix B and B1**. Bidders shall 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.

## 7.0 **COST PROPOSAL**

- 7.1 The Contractor must complete this pricing schedule provided in **Appendix B1** and include it as a separate attachment in the electronic bid submission.
- 7.2 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. No substitution of personnel assigned to the project will be authorized without the prior agreement of the project manager
  - b) The amount and explanation for other miscellaneous expenses that could be incurred.
- 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 **LEVEL OF EFFORT**

- 8.1 The anticipated level of spending per region for the first two years is \$115,000.00 excluding the GST or HST, whichever is applicable. Proposals exceeding this cost will not be considered.
- 8.2 The estimated Standing Offer value is \$930,000.00 CAD over the next five (5) years for all of the geographical regions, excluding the GST or HST, whichever is applicable.

The estimated annual breakdown per region in CAD is as follows:

Years 1 and 2 - \$115,000.00  
Option Year 1 - \$65,000.00  
Option Year 2 - \$65,000.00  
Option Year 3 - \$65,000.00

## 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 highest combined Technical Rating (80%) and Price (20%)
- 9.3 Proposals submitted must be valid for not less than one hundred twenty (120) calendar days from the closing date of the RFSO.
- 9.4 Your proposal should contain the following statement:  
  
"We hereby certify that the price quote is not in excess of the lowest price charged anyone else, including our most favoured customer, for like services".
- 9.5 Any 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.

## 10.0 **OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY**

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

## 11.0 **CONFIDENTIALITY**

- 11.0 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.

**13.0 DEBRIEFINGS**

13.1 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.

**ADDITIONAL CONTRACT CLAUSES**

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

**14.0 T4-A SUPPLEMENTARY SLIPS**

14.1 Pursuant to paragraph 221(1)(d) of the Income Tax Act, payments made by departments and agencies to contractors under applicable services 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.

**15.0 GOVERNMENT SMOKING POLICY**

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

**16.0 ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT**

16.1 Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Project Authority named herein. Contractor should make arrangements prior to get on site and will be accompanied all the time by a NRC representative.

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

**17.0 GENERAL CONDITIONS**

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

**18.0 PROGRESS REPORT**

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

**19.0 ADDITIONAL WORK**

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

**20.0 NON-PERMANENT RESIDENT (FOREIGN COMPANY)**

20.1 The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfillment of the 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.

**21.0 NON-PERMANENT RESIDENT (CANADIAN COMPANY)**

21.1 The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of the 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.

**22.0 LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS**

22.1 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.

## 23.0 **FORMER PUBLIC SERVANT**

- 23.1 Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

### 23.2 Definitions

For the purposes of this clause,

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

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

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

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the 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.

### 23.3 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.

- 23.4 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.

### 23.5 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.

23.6 For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### 24.0 OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)

24.1 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](mailto: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](http://www.opo-boa.gc.ca).

### 25.0 SECURITY LEVEL

25.1 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.

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

### 26.0 ENVIRONMENTAL CONSIDERATIONS

26.1 Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of

greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573> , for this solicitation:

- Offerors / suppliers are encouraged to offer or suggest green solutions whenever possible.
- Offerors / suppliers are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.
- The paper format of the offer / arrangement should be certified as originating from a sustainable managed forest and/or with a minimum of 30% recycled content.
- Offerors / suppliers should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- Product components used in performing the services should be recyclable and/or reusable, whenever possible.
- Offerors / suppliers are encouraged to offer goods and/or services certified to a reputable eco-label.
- Offerors / suppliers should use equipment that has high energy efficiency or produces low air emissions.
- Offerors / suppliers are encouraged to offer environmentally preferred products which supports a sustainable environment for nature and wildlife.
- Offerors / suppliers are encouraged to offer environmentally preferred products which ensure the comfort and air quality of building occupants.

Suppliers are encouraged to consult the following websites:

<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/index-eng.html>

<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/rle-glr-eng.html>

## 27.0 **INTEGRITY PROVISIONS**

27.1 By responding to this RFSO, the Proponent is subject to the integrity provisions contained in the following documents:

- The Government of Canada's *Integrity Provision*
- *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the bid solicitation is issued
- *all related Directives related to the above policy in effect on that date*

27.2 These documents are incorporated by reference and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives at the following link:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25>

27.3 In addition to all other information required in the procurement process, the Supplier **must** provide the following:

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

SURNAME	GIVEN NAME(S)	TITLE

28.0 **ATTACHMENTS**

- Appendix "A" - Detailed Statement of Work
- Appendix "B" – Evaluation Criteria
- Appendix "B1" – Pricing Schedule
- Appendix "C" - General Conditions 2035
- Appendix "D" Security Requirement Checklist Form

## ***Statement of Work***

### **Title : Risk Assessment Specialists for the Hazard Prevention Program (HPP)**

#### **Background**

Work places contain a wide range of hazards, some well understood, and others less so. Occupational health and safety (OHS) and environmental risks must be managed just like any other business function. For this reason, paragraph 125(1)(z.03) of the Canada Labour Code requires employers under federal jurisdiction "to develop, implement and monitor (...) a prescribed program for the prevention of hazards in the work place ... "

The National Research Council's (NRC) Hazard Prevention Program (HPP) is the foundational program for identifying and managing occupational health and safety hazards. It ensures that due diligence is used to reduce the risk level associated with hazards and to protect the health and safety of employees.

The NRC, through the offices of the Health, Safety and Environment Branch (HSE), has been working toward the establishment of a baseline Hazard Prevention Program in each of the 14 Research Centers across Canada. The challenge the NRC faces is that each Research Center has a unique research focus which does not afford opportunity for cross-sharing of risk management frameworks and therefore requires a level of effort which is beyond the current available resources and capabilities to complete.

#### **Objective**

The objective of this requirement is to qualify vendors for the three (3) geographic regions (West Canada, Central Canada and East Canada (Quebec and Atlantic)) who can provide qualified individuals to work with Research Centers in at least one of the three (3) different regions to complete the Hazard Prevention Program Workbook at some or all of the Research Centers (see Annex 1 for details), to identify and quantify hazards inherent to workplaces and specific tasks and activities and to identify the prevention and/or mitigation controls/measures needed to substantially eliminate, avoid or mitigate risks and deliver an action plan for implementation by management. The action plan must identify the current set of health, safety and environmental gaps and required actions in programs.

#### **Scope of Work**

The contractor would be asked to provide Risk Assessment Specialists to support Research Centers' teams to conduct hazard identification and risk assessments for occupational health and safety (OHS) and environmental hazards present in the work place and associated with the activities conducted by NRC's employees in the various research centers across the country. The risk assessments will be completed using NRC's established tools and templates.

Multiple Risk Assessment Specialists and Senior Project Leaders could be required across multiple geographic regions (between 2 and 5 risk assessment specialists per geographical region). The following provides a description of the roles and responsibilities of both roles:

Both the Project Leader (*Senior Risk Assessment Specialist*) and the *Intermediate Risk Assessment Specialists* (the resources) are to individually conduct risk assessments as well as the following activities:

- Develop a familiarization of the NRC's corporate Hazard Prevention Program, assessment methodology and risk assessment tool via training provided by NRC;
- Develop a familiarization with the types of activities and research performed in the research center with a view to understanding the predominant types of risks that are present in the operations;
- Coordinate with local management, Health, Safety and Environment (HSE) Advisor and a HPP Coordinator to complete risk assessments using the HPP Workbook by engaging custodians for key areas of the Research Centre (RC), by site and by laboratory/workspace;
- With local custodians for laboratories and workspaces, validate perceived risks, confirm suitable controls and mitigation and develop list of proposed actions that address the risks and document the results in the HPP workbook;
- With RC representatives (and in some cases with the local HSE Advisor), develop and document a preliminary draft management action plan with associated financial and human resource requirements. The action plan is to address higher-risk scenarios and must identify the prevention and mitigation measures to be implemented in order to prevent and/or mitigate the hazards and risks assessed during the completion of the HPP Workbooks for the Research Center;
- Perform other related OHS or environmental tasks as may be required and mutually agreed upon.

#### ***Project Leader – Senior Risk Assessment Specialist***

The Senior Risk Assessment Specialist proposed as the Project Leader, would have the following additional responsibilities:

- Be the principal point of contact with the NRC Project Manager
- Act as the main liaison for delivery and coordination of the project requirements in the specific region, ensure project is completed on time, on budget and within scope, review and manage deliverables,
- Act as reporting manager to the intermediate Risk Assessment Specialist
- Ensures that resources be provided to the RCs according to the research center's availability.
- Identify the Intermediate Risk Assessment specialist, and provide replacement resource if required (replacement resources shall have equivalent education and experience of the specialist to be replaced and shall be approved by NRC)

- Prepare monthly report of the firm's activity on the project (including contract hours spent during the billing period)
- Provide local and HSE Branch senior management with a monthly update on progress of HPP activities and identify any concerns/risks which may impede successful completion of the work

### **Milestones**

The following milestones apply to all regions and to all vendors:

- NRC has an expected completion date of January 30, 2021 for all assessments (across all three (3) regions).
- It is expected that each individual risk assessment be completed within one month of the initial meeting with NRC assessment participants. (This includes the preparation of the associated action plan).

NRC will list the specific milestones and deliverables that apply to each individual assessment as part of the work authorization process.

### **Language of Work**

Central Canada – Bilingual, Fluent in English and French

East Canada (Quebec & Atlantic) – Bilingual, Fluent in English and French

West Canada – English Essential, Fluent in English

### **Location of Work**

The majority of the work needs to be conducted at the RC's locations. Preparation and follow-up meetings however may take place via videoconferencing.

Clauses will be inserted to address alternate work arrangements due to COVID-19 pandemic. The magnitude of the work may need to be reduced due to the current COVID pandemic.

### **Security Requirements**

The scope of work is expected to require a Reliability level of security clearance.

Annex 1: Research Centres locations (per region)

<b>RESEARCH CENTRE OR AREA</b>	<b>LOCATION</b>	<b>Geographic Region</b>
AQUATIC AND CROP RESOURCES DEVELOPMENT (ACRD)	Sussex	Central
ADMINISTRATIVE SERVICES & PROPERTY MANAGEMENT (ASPM)	Ottawa	Central
AEROSPACE (AERO)	Ottawa/M-3	Central
AEROSPACE (AERO)	Ottawa/M-2	Central
AEROSPACE (AERO)	Ottawa/M-6	Central
AEROSPACE (AERO)	Ottawa/M-7	Central
AEROSPACE (AERO)	Ottawa/M-9	Central
AEROSPACE (AERO)	Ottawa/M-10	Central
AEROSPACE (AERO)	Ottawa/M-11	Central
AEROSPACE (AERO)	Ottawa/M-13	Central
AEROSPACE (AERO)	Ottawa/M-14	Central
AEROSPACE (AERO)	Ottawa/M-46	Central
AEROSPACE (AERO)	Uplands/U-61	Central
AEROSPACE (AERO)	Uplands/U-62	Central
AEROSPACE (AERO)	Uplands/U66	Central
AUTOMOTIVE & SURFACE TRANSPORTATION (AST)	London	Central
AUTOMOTIVE & SURFACE TRANSPORTATION (AST)	Ottawa/U-89	Central
CONSTRUCTION	Ottawa/M20	Central
CONSTRUCTION	Ottawa/M23a	Central
CONSTRUCTION	Ottawa/M24	Central
CONSTRUCTION	Ottawa/M27	Central
DESIGN & FABRICATION SERVICES (DFS)	Ottawa/M-4	Central
DIGITAL TECHNOLOGIES (DT)	Waterloo, Toronto	Central
DIGITAL TECHNOLOGIES (DT)	Ottawa/M-50	Central
ENERGY, MINING & ENVIRONMENT (EME)	Ottawa/M-48	Central
ENERGY, MINING & ENVIRONMENT / SDT / MET	Ottawa/M-12	Central
HUMAN HEALTH THERAPEUTICS (HHT)	Ottawa/M54	Central
HUMAN HEALTH THERAPEUTICS (HHT)	Ottawa/M59	Central
METROLOGY (MET)	Ottawa/M-36	Central
METROLOGY (MET)	Ottawa/M-34	Central
METROLOGY (MET)	Ottawa/M-40	Central
METROLOGY (MET)	Ottawa/M-35	Central
OCEAN, COASTAL AND RIVERS ENGINEERING (OCRE)	Ottawa/M32	Central
Shared ACRD/MET	HalifaxHFX-1	Central

## Appendix A

Shared ADVANCED ELECTRONIC AND PHOTONICS(AEP)/MET	Ottawa/M-50	Central
Shared AERO/MET	Ottawa/M-10b	Central
Shared EME/MET	Ottawa/M-9	Central
Shared EME/MET	Ottawa/M-37	Central
Shared SECURITY AND DISRUPTIVE TECHNOLOGIES (SDT)/MET/HHHT	Ottawa/Sussex	Central
AQUATIC AND CROP RESOURCES DEVELOPMENT (ACRD)	Halifax	East
AQUATIC AND CROP RESOURCES DEVELOPMENT (ACRD)	Ketch Harbour	East
AQUATIC AND CROP RESOURCES DEVELOPMENT (ACRD)	Charlottetown	East
AQUATIC AND CROP RESOURCES DEVELOPMENT (ACRD)	Royalmount	East
ADMINISTRATIVE SERVICES & PROPERTY MANAGEMENT (ASPM)	Ottawa	East
AUTOMOTIVE & SURFACE TRANSPORTATION (AST)	Saguenay	East
AUTOMOTIVE & SURFACE TRANSPORTATION (AST)	Boucherville	East
DIGITAL TECHNOLOGIES (DT)	Fredericton	East
DIGITAL TECHNOLOGIES (DT)	Montreal	East
DIGITAL TECHNOLOGIES (DT)	Moncton	East
HUMAN HEALTH THERAPEUTICS (HHT)	Royalmount	East
HUMAN HEALTH THERAPEUTICS (HHT)	Halifax	East
MEDICAL DEVICES (MD)	Boucherville	East
OCEAN, COASTAL AND RIVERS ENGINEERING (OCRE)	St. John's	East
ADMINISTRATIVE SERVICES & PROPERTY MANAGEMENT (ASPM)		West
AQUATIC & CROP RESOURCE DEVELOPMENT (ACRD)	Saskatoon	West
DIGITAL TECHNOLOGIES (DT)	Edmonton	West
DIGITAL TECHNOLOGIES (DT)	Victoria	West
ENERGY, MINING & ENVIRONMENT (EME)	Vancouver	West
HERZBERG ASTRONOMY AND ASTROPHYSICS (HAA)	Victoria, Penticton	West
MEDICAL DEVICES (MD)	Winnipeg	West
NANO TECHNOLOGIES	Edmonton	West

## Appendix B – Evaluation Criteria

### Instructions, clarification, and evaluation procedures

**Requirement:** Award up to two contracts per region to vendors who can service up to three (3) geographic regions (West Canada, Central Canada, and East Canada (Quebec and Atlantic)) with specialists who would perform Risk Assessments in NRC labs across the country. NRC may require additional professional services related to the findings report.

### Evaluation procedure

The proposal will be evaluated and scored in accordance with specific evaluation criteria as detailed herein. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response.

**Step 1) Evaluation against Corporate and Technical Mandatory Criteria:** Proposals will be evaluated to determine if all mandatory requirements detailed in this Annex "Mandatory Criteria" have been met. Only those proposals meeting ALL mandatory requirements will then be evaluated in accordance with Step 2.

**Step 2) Evaluation against Point-Rated Criteria:** Proposals will be evaluated and scored in accordance with point-rated evaluation criteria detailed in this Annex "Point Rated Criteria". Proposals that do not achieve a minimum average score of 50% will be considered non-compliant and will receive no further consideration. Evaluators' scores will be averaged.

**Step 3) Method/Basis of Selection** – The method of selection will be highest combined Technical Rating (80%) and Price (20%)

To be declared responsive a proposal must:

- a) Comply with all the requirements of the bid solicitation and;
- b) Meet all the mandatory technical evaluation criteria and;
- c) Obtain the required minimum average score of 50% of the points for the technical evaluation criteria which are subject to point rating. Bids not meeting all 3 steps will be declared non-responsive.

**Step 4) Issuance of a Contract:** The Compliant Bidder(s) with highest combined Technical Rating (80%) and Price (20%) will be recommended for issuance of a Contract.

**Customer Reference Contact Information: The Bidder must provide two separate (2) customer references** who can speak to two different projects and must each confirm, if requested by Canada the facts identified in the Bidder's bid. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

**Corporate Profile:** The Bidder is requested to provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder’s behalf. The Bidder is requested to provide a brief description of its size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.

**CORPORATE MANDATORY EVALUATION CRITERIA**

	<b>Mandatory Criteria For all Regions</b>	<b>Met / Not Met</b>	<b>Cross-Reference to Proposal (Bidder to Insert)</b>
<b>MC1</b>	<p>Methodology As part of their proposal, the Bidder must include a methodology that would demonstrate their ability to effectively perform each of the following:</p> <ol style="list-style-type: none"> <li>1. Sourcing and proposing suitable candidates: Ability to identify and propose qualified candidates (the required knowledge, education, technical training, skills, and relevant recent experience) in a timely manner using effective systems.</li> <li>2. Customer service: The methodology must include a statement indicating their proposed response time to emails and phone calls when work authorizations have been confirmed. It should also describe their process to ensure that all requested work authorizations are completed on time and meets client expectations as it relates to quality and agreed budget.</li> <li>3. Additional and replacement resources: Ability to effectively add and/or replace resources in cases where additional resources are required or the proposed resource is no longer available or not meeting client expectations. A Bidder’s ability to provide qualified back-up personnel must be stated in the proposal.</li> </ol> <p>The Methodology must not exceed 2 pages.</p>		
<b>MC2</b>	<p>The Bidder must confirm that all people proposed initially or as replacement will have a Reliability level of security clearance.</p>		

**MANDATORY TECHNICAL EVALUATION CRITERIA**

\*To be considered for each geographic region, the Bidders can propose the same resource for the Project Lead (Senior Risk Assessment Specialist) but must propose different resources for the role of Intermediate Risk Assessment Specialist in every region.

Mandatory Technical Criteria (MT) for Region: <a href="#">West Canada (BC, Alberta, Saskatchewan, Manitoba)</a>		
The Bidder's Proposed Resources		
Number	Mandatory Technical Criterion	Reference to Technical Proposal & Comments
<b>MT1</b>	<p><b>Project Leader – Senior Risk Assessment Specialist</b></p> <p>The Bidder must propose one (1) Senior Risk Assessment Specialist in the role of Regional Project Leader</p> <p>To qualify, the proposed resource must demonstrate all of the following experience:</p> <ol style="list-style-type: none"> <li>1. Project experience leading at least 5 OHS risk assessments (similar in scope to NRC's Statement of Work) with consideration for the following:               <ol style="list-style-type: none"> <li>1.1. At least two of the listed projects must demonstrate the resource's experience implementing/assessing OHS management programs providing perspective on associated risk level and appropriate prevention and mitigation measures;</li> <li>1.2. At least two of the projects must demonstrate the proposed resource's ability to effectively transfer knowledge through coaching and/or training</li> <li>1.3. Successfully acted as project liaison between the contractor and the client organization (ex: status update of the project, discuss scope and timelines) on at least one of the projects.</li> </ol> </li> <li>2. Knowledge of OHS and environmental legislation applicable at federally regulated infrastructures.</li> <li>3. University degree in a field related to risk management, or health, safety and environment (HSE) management or University degree and formal training in HSE and risk management.</li> </ol> <p><b>Note:</b> Bidders must include a resume or relevant bio of <b>max 2 pages</b> for the proposed resource. The resume / bio must include relevant project information (i.e. project name, start &amp; end date, brief synopsis, project reference contact info)</p>	
<b>MT2</b>	<p>Language of Work</p> <p>Project Leader must have the ability to communicate effectively in English, both orally and in writing.</p>	

<p><b>MT3</b></p>	<p><b>Intermediate Risk Assessment Specialist</b></p> <p>The Bidder must propose one (1) Intermediate Risk Assessment Specialist.</p> <p>To qualify, the proposed resource must demonstrate all of the following experience:</p> <ol style="list-style-type: none"> <li>1. Project experience performing at least 5 OHS risk assessments (similar in scope to NRC’s Statement of Work) with consideration for the following:             <ol style="list-style-type: none"> <li>1.1. At least two of the listed projects must demonstrate the resource’s experience implementing/assessing OHS management programs providing perspective on associated risk level and appropriate prevention and mitigation measures;</li> <li>1.2. At least two of the projects must demonstrate the proposed resource’s ability to effectively transfer knowledge through coaching and/or training</li> </ol> </li> <li>2. Knowledge of OHS and environmental legislation applicable at federally regulated infrastructures.</li> <li>3. University degree in a field related to risk management, or health, safety and environment (HSE) management or University degree and formal training in HSE and risk management.</li> </ol> <p><b>Note:</b> Bidders must include a resume or relevant bio of <b>max 2 pages</b> for each proposed resource. The resume / bio must include relevant project information (i.e. project name, start &amp; end date, brief synopsis, project reference contact info)</p>	
<p><b>MT4</b></p>	<p>Language of Work</p> <p>The Intermediate Risk Assessment Specialist must have the ability to communicate effectively in English, both orally and in writing</p>	

<p>Mandatory Technical Criteria (MT) for Region: <a href="#">Central Canada (Ontario)</a></p>		
<p><b>The Bidder’s Proposed Resources</b></p>		
<p><b>Number</b></p>	<p><b>Mandatory Technical Criterion</b></p>	<p><b>Reference to Technical Proposal &amp; Comments</b></p>

<p><b>MT1</b></p>	<p><b>Project Leader – Senior Risk Assessment Specialist</b></p> <p>The Bidder must propose one (1) Senior Risk Assessment Specialist in the role of Regional Project Leader</p> <p>To qualify, the proposed resource must demonstrate all of the following experience:</p> <ol style="list-style-type: none"> <li>4. Project experience leading at least 5 OHS risk assessments (similar in scope to NRC’s Statement of Work) with consideration for the following:             <ol style="list-style-type: none"> <li>4.1. At least two of the listed projects must demonstrate the resource’s experience implementing/assessing OHS management programs providing perspective on associated risk level and appropriate prevention and mitigation measures;</li> <li>4.2. At least two of the projects must demonstrate the proposed resource’s ability to effectively transfer knowledge through coaching and/or training</li> <li>4.3. Successfully acted as project liaison between the contractor and the client organization (ex: status update of the project, discuss scope and timelines) on at least one of the projects.</li> </ol> </li> <li>5. Knowledge of OHS and environmental legislation applicable at federally regulated infrastructures.</li> <li>6. University degree in a field related to risk management, or health, safety and environment (HSE) management or University degree and formal training in HSE and risk management.</li> </ol> <p><b>Note:</b> Bidders must include a resume or relevant bio of <b>max 2 pages</b> for the proposed resource. The resume / bio must include relevant project information (i.e. project name, start &amp; end date, brief synopsis, project reference contact info)</p>	
<p><b>MT2</b></p>	<p>Language of Work</p> <p>Project Leader must have the ability to communicate effectively in English and in French, both orally and in writing.</p>	

<p><b>MT3</b></p>	<p><b>Intermediate Risk Assessment Specialist</b></p> <p>The Bidder must propose one (1) Intermediate Risk Assessment Specialist.</p> <p>To qualify, the proposed resource must demonstrate all of the following experience:</p> <ol style="list-style-type: none"> <li>4. Project experience performing at least 5 OHS risk assessments (similar in scope to NRC’s Statement of Work) with consideration for the following:             <ol style="list-style-type: none"> <li>4.1. At least two of the listed projects must demonstrate the resource’s experience implementing/assessing OHS management programs providing perspective on associated risk level and appropriate prevention and mitigation measures;</li> <li>4.2. At least two of the projects must demonstrate the proposed resource’s ability to effectively transfer knowledge through coaching and/or training</li> </ol> </li> <li>5. Knowledge of OHS and environmental legislation applicable at federally regulated infrastructures.</li> <li>6. University degree in a field related to risk management, or health, safety and environment (HSE) management or University degree and formal training in HSE and risk management.</li> </ol> <p><b>Note:</b> Bidders must include a resume or relevant bio of <b>max 2 pages</b> for each proposed resource. The resume / bio must include relevant project information (i.e. project name, start &amp; end date, brief synopsis, project reference contact info)</p>	
<p><b>MT4</b></p>	<p>Language of Work</p> <p>The Intermediate Risk Assessment Specialist must have the ability to communicate effectively in English and in French, both orally and in writing.</p>	

<p><b>Mandatory Technical Criteria (MT) for Region: <a href="#">East Canada (Quebec and Atlantic)</a></b></p>		
<p><b>The Bidder’s Proposed Resources</b></p>		
<p><b>Number</b></p>	<p><b>Mandatory Technical Criterion</b></p>	<p><b>Reference to Technical Proposal &amp; Comments</b></p>

<p><b>MT1</b></p>	<p><b>Project Leader – Senior Risk Assessment Specialist</b></p> <p>The Bidder must propose one (1) Senior Risk Assessment Specialist in the role of Regional Project Leader</p> <p>To qualify, the proposed resource must demonstrate all of the following experience:</p> <ol style="list-style-type: none"> <li>7. Project experience leading at least 5 OHS risk assessments (similar in scope to NRC’s Statement of Work) with consideration for the following:             <ol style="list-style-type: none"> <li>7.1. At least two of the listed projects must demonstrate the resource’s experience implementing/assessing OHS management programs providing perspective on associated risk level and appropriate prevention and mitigation measures;</li> <li>7.2. At least two of the projects must demonstrate the proposed resource’s ability to effectively transfer knowledge through coaching and/or training</li> <li>7.3. Successfully acted as project liaison between the contractor and the client organization (ex: status update of the project, discuss scope and timelines) on at least one of the projects.</li> </ol> </li> <li>8. Knowledge of OHS and environmental legislation applicable at federally regulated infrastructures.</li> <li>9. University degree in a field related to risk management, or health, safety and environment (HSE) management or University degree and formal training in HSE and risk management.</li> </ol> <p><b>Note:</b> Bidders must include a resume or relevant bio of <b>max 2 pages</b> for the proposed resource. The resume / bio must include relevant project information (i.e. project name, start &amp; end date, brief synopsis, project reference contact info)</p>	
<p><b>MT2</b></p>	<p>Language of Work</p> <p>Project Leader must have the ability to communicate effectively in English and in French, both orally and in writing.</p>	

<p><b>MT3</b></p>	<p><b>Intermediate Risk Assessment Specialist</b></p> <p>The Bidder must propose one (1) Intermediate Risk Assessment Specialist.</p> <p>To qualify, the proposed resource must demonstrate all of the following experience:</p> <ol style="list-style-type: none"> <li>7. Project experience performing at least 5 OHS risk assessments (similar in scope to NRC’s Statement of Work) with consideration for the following:             <ol style="list-style-type: none"> <li>7.1. At least two of the listed projects must demonstrate the resource’s experience implementing/assessing OHS management programs providing perspective on associated risk level and appropriate prevention and mitigation measures;</li> <li>7.2. At least two of the projects must demonstrate the proposed resource’s ability to effectively transfer knowledge through coaching and/or training</li> </ol> </li> <li>8. Knowledge of OHS and environmental legislation applicable at federally regulated infrastructures.</li> <li>9. University degree in a field related to risk management, or health, safety and environment (HSE) management or University degree and formal training in HSE and risk management.</li> </ol> <p><b>Note:</b> Bidders must include a resume or relevant bio of <b>max 2 pages</b> for each proposed resource. The resume / bio must include relevant project information (i.e. project name, start &amp; end date, brief synopsis, project reference contact info)</p>	
<p><b>MT4</b></p>	<p>Language of Work</p> <p>The Intermediate Risk Assessment Specialist must have the ability to communicate effectively in English and in French, both orally and in writing.</p>	

POINT RATED CRITERIA

Point Rated Technical Criteria (PR) and Scores		Required Minimum Number of Points	Maximum Available Points										
PR1	<p><b>Methodology</b></p> <p>In relation to MC1, the Bidder's methodology will be scored based on the scoring grid below.</p> <table border="1"> <thead> <tr> <th>Points</th> <th>Scoring</th> </tr> </thead> <tbody> <tr> <td>(40/40)</td> <td>The proposed methodology exceeds expectations and addressed all elements identified in the evaluation criteria with clear and concise details.</td> </tr> <tr> <td>(30/40)</td> <td>The proposed methodology meets expectations and addressed all elements identified in the evaluation criteria.</td> </tr> <tr> <td>(20/40)</td> <td>The proposed methodology barely meets expectations and addressed all elements identified in the evaluation criteria but with a minimum amount of explanation or details.</td> </tr> <tr> <td>(0/40)</td> <td>The proposed methodology did not address all elements identified in the evaluation criteria or provided insufficient detail to meet minimum expectations.</td> </tr> </tbody> </table>	Points	Scoring	(40/40)	The proposed methodology exceeds expectations and addressed all elements identified in the evaluation criteria with clear and concise details.	(30/40)	The proposed methodology meets expectations and addressed all elements identified in the evaluation criteria.	(20/40)	The proposed methodology barely meets expectations and addressed all elements identified in the evaluation criteria but with a minimum amount of explanation or details.	(0/40)	The proposed methodology did not address all elements identified in the evaluation criteria or provided insufficient detail to meet minimum expectations.	30	40
	Points	Scoring											
	(40/40)	The proposed methodology exceeds expectations and addressed all elements identified in the evaluation criteria with clear and concise details.											
	(30/40)	The proposed methodology meets expectations and addressed all elements identified in the evaluation criteria.											
	(20/40)	The proposed methodology barely meets expectations and addressed all elements identified in the evaluation criteria but with a minimum amount of explanation or details.											
(0/40)	The proposed methodology did not address all elements identified in the evaluation criteria or provided insufficient detail to meet minimum expectations.												
PR2	<p><b>Senior Risk Assessment Specialist - Experience conducting Risk Assessments in Federally Regulated Infrastructures</b></p> <p>In relation to MT1, additional points will be awarded if the proposed resources can demonstrate experience conducting OHS risk assessments at Federal facilities and in accordance with <a href="#">paragraph 125(1)(z.03)</a> of the Canada Labour Code and of the of <a href="#">Part XIX</a> of the <i>Canada Occupational Health and Safety Regulations</i>.</p> <p><b>Scoring:</b></p> <p>For the proposed resource with the required experience, points will be awarded based on the following scoring system:</p> <table border="1"> <thead> <tr> <th># of assessments conducted within</th> <th>Points</th> </tr> </thead> <tbody> </tbody> </table>	# of assessments conducted within	Points	N/A	10								
# of assessments conducted within	Points												

	<table border="1"> <tr> <td><b>Federal Facilities</b></td> <td></td> </tr> <tr> <td><b>1-2</b></td> <td><b>5</b></td> </tr> <tr> <td><b>3+</b></td> <td><b>10</b></td> </tr> <tr> <td></td> <td></td> </tr> </table>	<b>Federal Facilities</b>		<b>1-2</b>	<b>5</b>	<b>3+</b>	<b>10</b>				
<b>Federal Facilities</b>											
<b>1-2</b>	<b>5</b>										
<b>3+</b>	<b>10</b>										
<b>PR3</b>	<p><b>Intermediate Risk Assessment Specialist - Experience conducting Risk Assessments in Federally Regulated Infrastructures</b></p> <p>In relation to MT3, additional points will be awarded if the proposed resources can demonstrate experience conducting OHS risk assessments at Federal facilities and in accordance with <a href="#">paragraph 125(1)(z.03)</a> of the Canada Labour Code and of the of <a href="#">Part XIX</a> of the <i>Canada Occupational Health and Safety Regulations</i>.</p> <p><b>Scoring:</b></p> <p>For the proposed resource with the required experience, points will be awarded based on the following scoring system:</p> <table border="1"> <thead> <tr> <th># of assessments conducted within Federal Facilities</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td><b>1-2</b></td> <td><b>5</b></td> </tr> <tr> <td><b>3+</b></td> <td><b>10</b></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	# of assessments conducted within Federal Facilities	Points	<b>1-2</b>	<b>5</b>	<b>3+</b>	<b>10</b>			<b>N/A</b>	<b>10</b>
# of assessments conducted within Federal Facilities	Points										
<b>1-2</b>	<b>5</b>										
<b>3+</b>	<b>10</b>										
	<b>Minimum Pass Mark 30 points (50%)</b>	<b>30</b>	<b>60</b>								

## Appendix B1 - Financial Evaluation

### Key Features of the Financial Section

\*Bidders who wish to qualify for different regions have the ability to propose different rates per region based on cost savings associated to local resources or a project lead that may need to travel.

### WEST REGION

#### Year 1 and 2

	<u>WEST REGION</u>	All-inclusive fixed Per-Diem Rate (Including travel)	Volumetric Data (estimated)	Total
		A	B	C = A x B
<b>1</b>	<b>Contract Period – from Contract Award to January 31, 2022</b>			
a	Intermediate Risk Assessment Specialist		50 days	\$
b	Senior Risk Assessment Specialist (Regional Project Lead)		22 days	
<b>2</b>	<b>Evaluated Price (Applicable Taxes excluded):</b>			\$ _____
	(= C )			
<b>3</b>	<b>Applicable Taxes</b>		Insert the amount, as applicable:	GST: HST: PST:

#### Option 1 (Year 3)

	<u>WEST REGION</u>	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
		A	B	C = A x B
<b>1</b>	<b>Option 1– from February 1<sup>st</sup> 2022 to 31 January 2023</b>			
a	Intermediate Risk Assessment Specialist		25 days	\$
b	Senior Risk Assessment Specialist (Regional Project Lead)		10 days	
<b>2</b>	<b>Evaluated Price (Applicable Taxes excluded):</b>			\$ _____
	(= C )			
<b>3</b>	<b>Applicable Taxes</b>		Insert the amount, as applicable:	GST: HST: PST:

**Appendix B1 – Financial Evaluation**

**Option 2 (Year 4)**

	<b><u>WEST</u> REGION</b>	<b>All-inclusive fixed Per-Diem Rate</b>	<b>Volumetric Data (estimated)</b>	<b>Total</b>
		<b>A</b>	<b>B</b>	<b>C = A x B</b>
<b>1</b>	<b>Option 2– from February 1<sup>st</sup> 2023 to 31 January 2024</b>			
a	Intermediate Risk Assessment Specialist		30 days	\$
b	Senior Risk Assessment Specialist (Regional Project Lead)		15 days	
<b>2</b>	<b>Evaluated Price (Applicable Taxes excluded):</b>			\$ _____
	(= C )			
<b>3</b>	<b>Applicable Taxes</b>		Insert the amount, as applicable:	GST: HST: PST:

**Option 3 (Year 5)**

	<b><u>WEST</u> REGION</b>	<b>All-inclusive fixed Per-Diem Rate</b>	<b>Volumetric Data (estimated)</b>	<b>Total</b>
		<b>A</b>	<b>B</b>	<b>C = A x B</b>
<b>1</b>	<b>Option 1– from February 1<sup>st</sup> 2024 to 31 January 2025</b>			
a	Intermediate Risk Assessment Specialist		25 days	\$
b	Senior Risk Assessment Specialist (Regional Project Lead)		10 days	
<b>2</b>	<b>Evaluated Price (Applicable Taxes excluded):</b>			\$ _____
	(= C )			
<b>3</b>	<b>Applicable Taxes</b>		Insert the amount, as applicable:	GST: HST: PST:

**CENTRAL REGION**

**Year 1 and 2**

	<b><u>CENTRAL</u> REGION</b>	<b>All-inclusive fixed Per-Diem Rate (Including travel)</b>	<b>Volumetric Data (estimated)</b>	<b>Total</b>
		<b>A</b>	<b>B</b>	<b>C = A x B</b>
<b>1</b>	<b>Contract Period – from Contract Award to January 31, 2022</b>			

## Appendix B1 – Financial Evaluation

a	Intermediate Risk Assessment Specialist		50 days	\$
b	Senior Risk Assessment Specialist (Regional Project Lead)		22 days	
<b>2</b>	<b>Evaluated Price (Applicable Taxes excluded):</b> ( = C )			\$ _____
<b>3</b>	<b>Applicable Taxes</b>  Insert the amount, as applicable:			GST: HST: PST:

### Option 1 (Year 3)

	<u>CENTRAL</u> REGION	All-inclusive fixed Per- Diem Rate	Volumetric Data (estimated)	Total
		A	B	C = A x B
<b>1</b>	<b>Option 1– from February 1<sup>st</sup> 2022 to 31 January 2023</b>			
a	Intermediate Risk Assessment Specialist		25 days	\$
b	Senior Risk Assessment Specialist (Regional Project Lead)		10 days	
<b>2</b>	<b>Evaluated Price (Applicable Taxes excluded):</b> ( = C )			\$ _____
<b>3</b>	<b>Applicable Taxes</b>  Insert the amount, as applicable:			GST: HST: PST:

### Option 2 (Year 4)

	<u>CENTRAL</u> REGION	All-inclusive fixed Per- Diem Rate	Volumetric Data (estimated)	Total
		A	B	C = A x B
<b>1</b>	<b>Option 2– from February 1<sup>st</sup> 2023 to 31 January 2024</b>			
a	Intermediate Risk Assessment Specialist		30 days	\$
b	Senior Risk Assessment Specialist (Regional Project Lead)		15 days	
<b>2</b>	<b>Evaluated Price (Applicable Taxes excluded):</b> ( = C )			\$ _____
<b>3</b>	<b>Applicable Taxes</b>  Insert the amount, as applicable:			GST: HST: PST:

### Option 3 (Year 5)

**Appendix B1 – Financial Evaluation**

	<b><u>CENRAL</u> REGION</b>	<b>All-inclusive fixed Per-Diem Rate</b>	<b>Volumetric Data (estimated)</b>	<b>Total</b>
		<b>A</b>	<b>B</b>	<b>C = A x B</b>
<b>1</b>	<b>Option 1– from February 1st 2024 to 31 January 2025</b>			
a	Intermediate Risk Assessment Specialist		25 days	\$
b	Senior Risk Assessment Specialist (Regional Project Lead)		10 days	
<b>2</b>	<b>Evaluated Price (Applicable Taxes excluded):</b> ( = C )			\$ _____
<b>3</b>	<b>Applicable Taxes</b>  Insert the amount, as applicable:			GST: HST: PST:

**EAST REGION**

**Year 1 and 2**

	<b><u>EAST</u> REGION</b>	<b>All-inclusive fixed Per-Diem Rate (Including travel)</b>	<b>Volumetric Data (estimated)</b>	<b>Total</b>
		<b>A</b>	<b>B</b>	<b>C = A x B</b>
<b>1</b>	<b>Contract Period – from Contract Award to January 31, 2022</b>			
a	Intermediate Risk Assessment Specialist		50 days	\$
b	Senior Risk Assessment Specialist (Regional Project Lead)		22 days	
<b>2</b>	<b>Evaluated Price (Applicable Taxes excluded):</b> ( = C )			\$ _____
<b>3</b>	<b>Applicable Taxes</b>  Insert the amount, as applicable:			GST: HST: PST:

**Option 1 (Year 3)**

	<b><u>EAST</u> REGION</b>	<b>All-inclusive fixed Per-Diem Rate</b>	<b>Volumetric Data (estimated)</b>	<b>Total</b>
		<b>A</b>	<b>B</b>	<b>C = A x B</b>
<b>1</b>	<b>Option 1– from February 1<sup>st</sup> 2022 to 31 January 2023</b>			

## Appendix B1 – Financial Evaluation

a	Intermediate Risk Assessment Specialist		25 days	\$
b	Senior Risk Assessment Specialist (Regional Project Lead)		10 days	
<b>2</b>	<b>Evaluated Price (Applicable Taxes excluded):</b> (= C)			\$ _____
<b>3</b>	<b>Applicable Taxes</b>  Insert the amount, as applicable:			GST: HST: PST:

### Option 2 (Year 4)

	<u>EAST REGION</u>	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
		A	B	C = A x B
<b>1</b>	<b>Option 2– from February 1<sup>st</sup> 2023 to 31 January 2024</b>			
a	Intermediate Risk Assessment Specialist		30 days	\$
b	Senior Risk Assessment Specialist (Regional Project Lead)		15 days	
<b>2</b>	<b>Evaluated Price (Applicable Taxes excluded):</b> (= C)			\$ _____
<b>3</b>	<b>Applicable Taxes</b>  Insert the amount, as applicable:			GST: HST: PST:

### Option 3 (Year 5)

	<u>EAST REGION</u>	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
		A	B	C = A x B
<b>1</b>	<b>Option 1– from February 1<sup>st</sup> 2024 to 31 January 2025</b>			
a	Intermediate Risk Assessment Specialist		25 days	\$
b	Senior Risk Assessment Specialist (Regional Project Lead)		10 days	
<b>2</b>	<b>Evaluated Price (Applicable Taxes excluded):</b> (= C)			\$ _____
<b>3</b>	<b>Applicable Taxes</b>  Insert the amount, as applicable:			GST: HST: PST:



<b>ID</b>	<b>2035</b>
<b>Title</b>	<b>General Conditions - Services</b>
<b>Date</b>	<b>2011-05-16</b>
<b>Status</b>	<b>Active</b>

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### **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 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.



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).



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**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 <b>NRC</b>	2. Branch or Directorate / Direction générale ou Direction Health, Safety and Environment Branch
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3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
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4. Brief Description of Work / Brève description du travail  
The vendor(s) will provide qualified resources (risk assessment specialists) to assist research centers teams in conducting OHS and environmental hazard identification and risk assessment using NRC HPP workbook and templates. The consultant will provide relevant expertise and work in consultation with NRC representatives.

5. a) Will the supplier require access to Controlled Goods?  
Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  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?  No / Non  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)  No / Non  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.  No / Non  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?  No / Non  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"/>  Not releasable À ne pas diffuser <input type="checkbox"/>  Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>  Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>  Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :
--	---	---

7. c) Level of information / Niveau d'information

PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input 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"/>



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**PART A (continued) / PARTIE A (suite)**

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

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

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

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

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

Special comments:  
Commentaires spéciaux : Consultant will be escorted while on site

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



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**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?  No / Non  Yes / Oui  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

**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.**

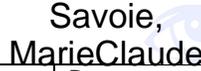
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and 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).**



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**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Marie-Claude Savoie		Title - Titre HSE Technical Officer	Signature  <small>Digitally signed by Savoie, MarieClaude DN: cn=Savoie, MarieClaude, c=CA, o=GC, ou=NRC-CNRC, email=marie-claude.savoie@nrc-cnrc.gc.ca Date: 2020.05.25 13:05:54 -04 00</small>
Telephone No. - N° de téléphone 613.290.6905	Facsimile No. - N° de télécopieur 613-990-0946	E-mail address - Adresse courriel marie-claude.savoie@nrc-cnrc.gc.ca	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Tori Pelletier		Title - Titre Analyst, Security in Contracting	Signature
Telephone No. - N° de téléphone 613-998-7352	Facsimile No. - N° de télécopieur 613-990-0946	E-mail address - Adresse courriel Tori.Pelletier@nrc-cnrc.gc.ca	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date