



**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

Title/Sujet <u>Environmental Services for the National Fire Laboratory and Other Contaminated Sites</u>	
Solicitation No./N. de l'invitation 20-58097	Date 15 December 2020
Solicitation Closes/L'invitation prend fin at/à 14 :00 on/le January 26, 2021	Time Zone/Fuseau Horaire EST
Address Enquiries To/Adresser demandes de renseignements à : Alain Leroux Email: alain.leroux@nrc-cnrc.gc.ca	

Instructions: See Herein

Instructions: Voir aux présentes

Proposal To:

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

Proposition aux:

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



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

Environmental Services for the National Fire Laboratory and Other Contaminated Sites

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 As part of on-going environmental site assessment, risk management and monitoring activities underway at the National Fire Laboratory (NFL) site located at 833 Ramsay Concession 8, Mississippi Mills, Ontario, the NRC will require environmental consulting services on an "as and when required" basis. NRC will also require environmental consulting services at its Montreal Road site located at 1200 Montreal Road, Ottawa, Ontario and potentially other contaminated sites within NRC's portfolio at locations across Canada. The bulk of the environmental services described in this Statement of Work pertain to the NFL site, including specific residential properties located in the vicinity of NFL site, and the Montreal Road site. Bidders are requested to submit their proposal to complete all activities identified in the detailed Statement of Work attached as Appendix A for the following environmental consulting services:

- Providing design, oversight and/or implementation remedial action/risk management plan
- Developing and/or implementing Long-Term Risk Management Strategy;
- Updating Conceptual Site Model (CSM)
- Monitoring well decommissioning

Other consulting services which may be required include, but may not be limited to:

- Phase I Environmental Site Assessment (ESA) using Canadian Standards Association (CSA) Z768-01 Standard
- Phase II Environmental Site Assessment using CSA Z769-00 Standard
- Completing detailed Phase III environmental site assessment, including delineation and hydrogeological assessment
- Conducting Human Health and Ecological Risk Assessment, including SLRA, PQRA, DQRA and toxicity assessment

- 2.2 NRC expects that two (2) Standing Offer Agreements will be established as a result of this Request for Standing Offer.

- 2.3 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.

2.4 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.

2.5 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 **March 1, 2021** and be completed by **February 28, 2022**.

3.2 There is an option to renew at NRC's discretion for four (4) subsequent one-year period, 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

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, **January 26, 2021**, to the following **Contracting Authority**:

Alain Leroux
Contracting Authority, Procurement Services
National Research Council Canada

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. 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**. 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 fee schedule provided in **Appendix C** and include it as a separate attachment in the electronic bid submission.

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

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

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

8.0 **CONDITIONS OF SUBMISSION**

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

8.2 The method of selection will be highest combined Technical Rating (70%) and Price (30%).

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

8.4 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".

8.5 Any contract resulting from this invitation will be subject to the General Conditions - Services 2035 (copy attached as Appendix "D") and any other special conditions that may apply.

9.0 **OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY**

9.1 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.

10.0 **CONFIDENTIALITY**

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

11.0 **CRIMINAL CODE OF CANADA**

11.1 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.

12.0 **DEBRIEFINGS**

12.1 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.
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13.0 **T4-A SUPPLEMENTARY SLIPS**

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

14.0 **GOVERNMENT SMOKING POLICY**

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

15.0 **ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT**

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

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

16.0 **GENERAL CONDITIONS**

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

17.0 PROGRESS REPORT

17.1 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.

18.0 ADDITIONAL WORK

18.1 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.

19.0 NON-PERMANENT RESIDENT (FOREIGN COMPANY)

19.1 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.

20.0 NON-PERMANENT RESIDENT (CANADIAN COMPANY)

20.1 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.

21.0 LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS

21.1 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.

22.0 **FORMER PUBLIC SERVANT**

- 22.1 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.

22.2 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.

22.3 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.

- 22.4 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.

22.5 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.

22.6 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.

23.0 OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)

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

24.0 ENVIRONMENTAL CONSIDERATIONS

24.1 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>

25.0 **INTEGRITY PROVISIONS**

25.1 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*

25.2 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>

25.3 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

26 **SECURITY LEVEL**

- 26.1 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.
- 26.2 Any Contract resulting from this invitation will be subject to the Security Requirements Check List (SRCL), form TBS/SCT 350-103, attached at Appendix "E".
- 26.3 The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Director (CISD), Public Works Government Services Canada.

26.0 **ATTACHMENTS**

- Appendix "A" - Detailed Statement of Work
 Appendix "B" – Evaluation Criteria
 Appendix "C" – Pricing Schedule
 Appendix "D" - General Conditions 2035
 Appendix "E" – Security Requirement Check List

Statement of Work

National Research Council of Canada - Environmental Services for the National Fire Laboratory and Other Contaminated Sites

1. INTRODUCTION

As part of the on-going environmental site assessment and risk management activities underway at the National Research Council of Canada's (NRC) contaminated sites, the NRC will require environmental consulting services on an "as and when requested" basis. Contaminated sites within NRC's portfolio include the National Fire Laboratory (NFL) site located in Mississippi Mills, Ontario, including specific residential properties located in the vicinity of the NFL site, and the Montreal Road site located in Ottawa, Ontario. Other contaminated sites within NRC's portfolio at locations across Canada may also require support; however, the bulk of the environmental services described in this Statement of Work pertain to the NFL site and, to a lesser extent, the Montreal Road site. The NRC will also require communications support that includes, but is not limited to, preparing presentations, briefing notes, and various communications products such as fact sheets, report summaries, etc. and participating in meetings with internal and external stakeholders.

2. BACKGROUND

2.1. Description of NFL site

The NFL site is located at 833 Ramsay Concession 8, Mississippi Mills, ON. The Site is approximately 78 hectares (ha) in size and includes one large main structure (Building U-96) located approximately in the centre of the property. There are also two small buildings used for storage purposes located north and south of Building U-96. The ground surface surrounding the buildings includes a partially paved and partially gravel surfaced parking lot. A chain link fence surrounds the buildings, with gated access from the paved driveway.

NFL operations at the site began in 1981 and ceased in March 2016. Building U-96 was used to test fire detection, fire suppression, smoke movement, and smoke movement management, and to test the fire performance of building materials and systems. Fire testing associated with the use of aqueous film forming foam (AFFF) reportedly started in 1983. Process waters potentially containing per- and polyfluoroalkyl substances (PFAS) were reportedly discharged to ground surface north of Building U-96 between 1983 and 1993, and east of Building U-96 between 1993 and 2014. A licensed waste disposal contractor collected and disposed of all process waters after January 2014. In 2016, NRC completed a soil removal and bedrock capping program to remove surface soils containing PFAS and to reduce PFAS migration in the shallow bedrock.

The rest of the Site includes mostly former farmland with wooded outcroppings. A topographically lower area with poor surface drainage (wetland) and a small intermittent watercourse is located in the northeastern portion of the Site.

Surrounding land use to the north, south, and west of the NFL site consists largely of farmland and forested areas. There is a small community of residential properties located immediately east/southeast of the Site (Ramsay Meadows).

2.1.1. Overview of Environmental Site Assessment, Remediation and Monitoring Activities at the NFL Site

Since PFAS contamination was identified, several environmental assessment, remediation and monitoring activities have taken place at the NFL site and surrounding off-site areas. These activities have included:

- Phase I and II Environmental Site Assessments;
- On- and Off-site Soil Sampling;
- Soil Removal and Bedrock Capping;
- Preliminary Quantitative Risk Assessment;
- Seasonal Groundwater Sampling;
- Seasonal Off-site Drinking Water Monitoring;
- Drinking Water Treatment System Pilot Study;
- Atmospheric Modeling and Surface Soil Deposition Study;
- Benthic Invertebrate, Vegetation and Aquatic Study;
- Wetland Soil Assessment;
- Trend Analysis of PFAS Concentrations in Groundwater;
- Human Health Risk Assessment;
- Ecological Risk Assessment;
- Wetland Hydrology Assessment;
- Bedrock Structural Geology Study;
- Detailed Hydrogeology Assessment; and
- Detailed Conceptual Site Model Development.

The bulk of the environment assessment and planned remediation work at the NFL site has been completed. The site has reached the risk management stage, with the development of a long-term risk management strategy and long-term monitoring plan. NRC continues to monitor groundwater and surface water quality on the site seasonally (two events per year), which will continue for the foreseeable future. Given that off-site migration of PFAS was identified, NRC also conducts drinking water sampling at up to 69 residences located adjacent to the NFL site. NRC is currently committed to seasonal sampling (four events per year) of residential drinking water. The implementation of the on- and off-site monitoring programs comprise the bulk of environmental services that will be required.

2.2. Description of Montreal Road site

The Montreal Road site is located at NRC's Montreal Road campus at 1200 Montreal Road, Ottawa, Ontario. The campus is comprised of 60 structures including various research laboratories, offices, storage and support facilities. The campus is divided into north and south portions by Montreal Road.

2.2.1. Overview of Environmental Site Assessment and Risk Management Activities at Montreal Road Site

A series of staged environmental site investigations has been completed at the Montreal Road site under the Federal Contaminated Sites Action Plan (FCSAP) assessment framework. Based on the extent of assessment activities completed to date, including a human health and environmental risk assessment completed in March 2020, a long-term monitoring plan was developed. The primary chemicals of concern (COCs) at the site include metals, petroleum hydrocarbons, and polycyclic aromatic hydrocarbons. Chemicals of lesser concern include organochlorine pesticides and PFAS. The long-term monitoring plan includes surface water, groundwater, sediment, and indoor air sampling for the purpose of monitoring COC distribution and associated risks to receptors.

3. OBJECTIVES

At the NFL site, the objectives are to monitor the quality of on-site groundwater, on-site surface water and off-site residential drinking water, and to implement the risk management strategy and long-term monitoring plan developed for the site.

At the Montreal Road site, the objective is to carry out long-term monitoring in order to demonstrate that risk management controls continue to provide adequate protection to human health and the environment from potential exposure to COCs.

At other NRC sites, the objectives may include conducting Phase I or II environmental assessment work, other assessment activities, remediation or risk management, monitoring and/or other contaminated sites support tasks as required.

4. SCOPE OF WORK

4.1. Summary

This statement of work has been developed by NRC to establish a standing offer agreement for the following consulting services, requested on an “as and when required” basis, for the NFL, Montreal Road and other contaminated sites.

NFL Site:

- On-going on-site seasonal groundwater monitoring as part of site long-term monitoring and risk management;
- On-site surface water sampling as part of site long-term monitoring and risk management;
- Residential drinking water sampling for up to 69 residences adjacent to the NFL site as part of site long-term monitoring and risk management;
- Update Conceptual Site Model (CSM);
- Project management support including risk management and risk communication/stakeholder management; and
- Monitoring well decommissioning.

Montreal Road Site:

- On-going on-site groundwater and surface water sampling as part of site long-term monitoring and risk management;
- On-site indoor air sampling;
- Project management support including risk management and risk communication/stakeholder management;
- Monitoring well decommissioning.

Other Contaminated Sites:

- Soil, sediment, groundwater and/or surface water sampling;
- Phase I, II and III ESAs;
- Human Health and Ecological Risk Assessments, including SLRA, PQRA, DQRA and toxicity assessment;
- Site remediation design, implementation and management;
- Project management support including risk management and risk communication/stakeholder management;
- Monitoring well decommissioning.

Each of these services is described in detail in the following sections.

Upon call-up, and after reviewing the reports pertaining to the site, the Contractor shall present a work proposal (refer to **Section 4.2**) within one (1) week of the call-up, that will include a work plan with cost estimates and task schedule. The proposal will be presented to the NRC Project Coordinator for discussion, approval and contracting considerations.

After approval by the NRC Project Coordinator, the Contractor will complete a health and safety plan, undertake the proposed work and prepare the appropriate reports.

To meet the objectives of this mandate, the Contractor shall supply the resources to fulfill the requirements of the present scope of work, including competent personnel, office space, reference documents, machinery and equipment, laboratory and data services. Throughout the work process, regular progress meetings/reports (phone/email/in-person) will be required to ensure schedules are met.

All Contractor key personnel must have valid Reliability Status security clearance granted or approved by the Canadian Industrial Security Director (CISD) at the time of submitting their proposal. The security clearance must be maintained for the duration of the standing offer. Sub-contractor personnel will be required to obtain the same security clearance prior to accessing the sites.

The Contractor must also hold a valid Designated Organization Screening (DOS), issued by CISD, at time of submitting their proposal in order to meet the facility security requirements for handling confidential project documents (minimum "Protected B"). The security clearance must be maintained for the duration of the standing offer.

4.2. Work Plan and Cost Estimates

4.2.1. Phase I, II and III ESA

1. The assessment work plan must include the following elements:
 - Applicable guidelines and references to be used;
 - List of personnel to be assigned to the project including their names, their individual roles, responsibilities within the project and current curriculum vitae;
 - Proposed sub-Contractors or sub-assessors;
 - Table of contents of the ESA;
 - Proposed project schedule (subject to NRC approval and availability of NRC Project Coordinator to accompany Contractor staff on-site);
 - Deliverables;
 - Other information as requested by the NRC Project Coordinator (e.g., sampling program, see #2).

2. If a sampling program is requested to meet the assessment objectives, the following elements must also be included (without being limited to):
 - Identification of media to be sampled and appropriate sampling equipment and procedures;
 - Discussion of areas of potential environmental concern, contaminants of concern and proposed sampling locations, with an explicit rationale for the contaminants of concern selected for sampling as well as locations;
 - Any non-intrusive investigation methods (e.g. geomagnetic, ground-penetrating radar) to be used;
 - Background sample locations and rationale;
 - Sample preservation and shipping requirements;
 - Proposed analytical procedures;
 - Summary or reference to test pitting, borehole and monitoring well installation and development, and sample collection procedures;
 - Field and laboratory QA/QC procedures and measures;
 - Screening methods (e.g. photo-ionization detector (PID), olfactory, visual) to be used;
 - Method for geo-referencing sample locations (e.g. land survey);
 - Site-specific Health and Safety considerations.

3. Project fees and disbursements must be outlined for all activities to be undertaken (including a detailed cost breakdown by task i.e. mobilization, NCSCS classification, laboratory disbursements, draft report preparation, and final report preparation). This includes:
 - Hours assigned to personnel (based on annual rates provided in RFP);
 - Purchase of consumables;
 - Cost of equipment rentals;
 - Translation cost (where applicable);
 - Laboratory costs; and
 - Travel costs.

4. The assessment work plan must also include a:

- Cost breakdown of any optional work task(s);
- Total cost estimate for completing the project;
- Payment schedule.

4.2.2. Human Health and Ecological Risk Assessments (HHERA)

NRC may request the risk assessment under the form of, without being limited to, a Screening Level Risk Assessment (SLRA), a Preliminary Quantitative Risk Assessment (PQRA) or a Detailed Quantitative Risk Assessment (DQRA).

1. The proposed program to be used to meet the assessment objectives, should include (without being limited to) the following:
 - Discussion of areas of potential environmental concern and contaminants of concern;
 - Methodology;
 - Applicable regulatory framework, guidelines and references to be used;
 - List of personnel to be assigned to the project including their names, and their individual roles and responsibilities within the project;
 - Proposed sub-Contractors or sub-assessors;
 - Proposed project schedule (subject to NRC approval and availability of NRC Project Coordinator to accompany Contractor staff on-site);
 - Deliverables.
2. If a sampling program is requested to meet the assessment objectives, the following elements must also be included (without being limited to):
 - Identification of media to be sampled and appropriate sampling equipment and procedures;
 - Discussion of areas of potential environmental concern, contaminants of concern and proposed sampling locations, with an explicit rationale for the contaminants of concern selected for sampling as well as locations;
 - Any non-intrusive investigation methods (e.g. geomagnetic, ground-penetrating radar) to be used;
 - Background sample locations and rationale;
 - Sample preservation and shipping requirements;
 - Proposed analytical procedures;
 - Summary or reference to test pitting, borehole and monitoring well installation and development, and sample collection procedures;
 - Field and laboratory QA/QC procedures and measures;
 - Screening methods (e.g. photo-ionization detector (PID), olfactory, visual) to be used;
 - Method for geo-referencing sample locations (e.g. land survey);
 - Site-specific Health and Safety considerations.
3. Project fees and disbursements must be outlined for all activities to be undertaken (including a detailed cost breakdown by task e.g. mobilization, NCSCS classification, laboratory disbursements, draft report preparation, and final report preparation). This includes:
 - Hours assigned to personnel (based on annual rates provided in RFP);
 - Purchase of consumables;

- Cost of equipment rentals;
- Translation cost (where applicable);
- Laboratory costs; and
- Travel costs.

4. The assessment work plan must also include a:

- Cost breakdown of any optional work task(s);
- Total cost estimate for completing the project;
- Payment schedule.

4.2.3. Design, oversight and/or implementation of site remedial/risk management action plan

NRC may require the Contractor to design, coordinate, supervise, or undertake environmental remedial / risk management projects. The types of projects in this category may include soil, groundwater, surface water, soil vapour and/or sediment remediation projects.

The Contractor may be asked to carry out all or part of the following work depending on environmental issues and site-specific considerations:

- The Contractor shall develop and prepare a site remedial/risk management action plan, as appropriate, utilizing information collected during phased assessments and remedial actions plans (preliminary design concepts) of the NFL, Montreal Road or other NRC-managed properties. This may include completing bench or field scale pilot studies of the preferred remedial alternative to verify the effectiveness of the design prior to proceeding with remediation. The site remedial/risk management action plan shall clearly define the specific work activities associated with the remediation program. This specification document, prepared in accordance with the current National Master Specifications, will be used by NRC to solicit bids from contractors and will specify the contractors' duties and responsibilities during the project and the basis for payment. This document shall also include a detailed Health and Safety Plan for all aspects of each project. The Contractor will also prepare an indicative or substantive cost estimate and cost breakdown for the project as well as a proposed schedule with appropriate milestones.
- In support of the development and implementation of a site remedial action plan, the Contractor may be required to complete an Evaluation of Environmental Effects (EEE) or an Impact Assessment (IA) in accordance with the Canadian Impact Assessment Act (IAA) 2019.
- If the site remedial action plan involves soil excavation, the Contractor may be required to conduct geotechnical studies to confirm the requirements for the safe and responsible excavation of soils including shoring and soil hoarding requirements.
- The Contractor may be required to identify specialized technical assistance on a project specific basis.
- The Contractor may be required to assist NRC during the tendering process. This work may include: assisting the Real Property Planning and Management (RPPM) Branch in preparing responses to

bidder inquiries, attending bidder meetings to clarify project requirements, conducting site inspections with bidders during the tendering period, and assisting in the evaluation of bid packages.

- The Contractor may be responsible for on-site supervision as NRC's Representative during all remedial activities to ensure that the Contractor is completing work in accordance with the site remediation plan and Health and Safety Plan. This includes maintaining quality, budget, and schedule control and recording all necessary activities in accordance with the measurement for payment. This may also include completing on-site screening, sampling, and analysis to guide the contractor in its remediation activities and completing the necessary confirmatory sampling and on-site surveying and field measurements to document the completion of the work and that remedial objectives have been satisfied. This work may also include issuance of interim and final certificates of completion of the remediation work and collection or preparation of as-completed drawings. The Contractor will remain available to meet contractors and with the NRC Project Coordinator to discuss the progress or results of remediation projects.
- To document completion of remediation activities, the Contractor will complete, sign, and stamp a modified Record of Site Condition in accordance with current Management Best Practices.
- The Contractor shall complete written reports summarizing that the remediation work has been completed. The extent of the work as well as all site restoration activities are to be documented. The remediation reports are to contain plan and profile drawings illustrating the locations of verification samples and documenting that the environmental quality of remediated media remaining in place following remedial work is below remediation objectives as defined in the project scope of work or they shall contain details of a risk management action plan for any contamination remaining on site. The report will identify the receiving facilities for any materials transported off-site and provide appropriate backup documentation (i.e., weigh bills, certificates of destruction, sewer surcharge agreements, etc.).
- The Contractor shall develop and execute sampling programs, as required, for ongoing monitoring of various impacted media related to risk management strategies for contamination remaining in place following a remediation program. The abandonment of obsolete monitoring wells may also be required, in accordance with current applicable guidelines, regulations and standards.

1. The proposed program to be used to meet the remediation objectives should include (without being limited to) the following:

- Discussion of areas of potential environmental concern and contaminants of concern;
- Methodology;
- List of personnel to be assigned to the project including their names, their individual roles and responsibilities within the project;
- Proposed sub-Contractors or sub-assessors;
- Proposed project schedule (subject to NRC approval and availability of NRC Project Coordinator to accompany Contractor staff on-site);
- Deliverables.

2. Project fees and disbursements must be outlined for all activities to be undertaken (including a detailed cost breakdown by task e.g. mobilization, draft report preparation, and final report preparation). This includes:

- Hours assigned to personnel (based on annual rates provided in RFP);
- Purchase of consumables;
- Cost of equipment rentals;
- Translation cost (where applicable);
- Laboratory costs; and
- Travel costs.

3. The remediation work plan must also include a:

- Cost breakdown of any optional work task(s);
- Total cost estimate for completing the project;
- Payment schedule.

4.2.4. Monitoring Well Decommissioning

1. The proposed program to be used to meet the Monitoring Well Decommissioning requirements should include (without being limited to) the following:

- List of Monitoring Wells requiring to be decommissioned;
- Applicable regulations, standards and/or guidelines used as a reference;
- Methodology;
- List of personnel to be assigned to the project including their names, their individual roles and responsibilities within the project;
- Proposed sub-Contractors, including pertinent certifications;
- Proposed project schedule (subject to NRC approval and availability of NRC Project Coordinator to accompany Contractor staff on-site);
- Deliverables.

2. Project fees and disbursements must be outlined for all activities to be undertaken (including a detailed cost breakdown by task e.g. mobilization, draft report preparation, and final report preparation). This includes:

- Hours assigned to personnel (based on annual rates provided in RFP);
- Purchase of consumables;
- Cost of equipment rentals;
- Translation cost (where applicable);
- Laboratory costs; and
- Travel costs.

3. The work plan must also include a:

- Cost breakdown of any optional work task(s);
- Total cost estimate for completing the project;
- Payment schedule.

4.3. Work Requirements

4.3.1. Historical Review (Phase I ESA)

Objectives

The Historical Review includes compilation and review of sufficient information to identify and evaluate:

- The physical condition of the site and its geology, hydrogeology, facilities and surroundings;
- Past and present site processes, operations, waste disposal practices, etc.;
- Potential contaminant pathways and key ecological receptors;
- Health and safety considerations;
- Regulatory agency concerns;
- Proposed future land use and adjacent land uses;
- Potential problem areas and contaminants of potential concern; and
- The approximate scope of required site investigations.

Phase I ESA Scope of Work

For each site:

1. The Contractor shall perform a Phase I ESA by adhering to guidelines in the document “Z768-01 Phase I Environmental Site Assessment 2001” or updated equivalent established by the Canadian Standards Association (CSA).
2. The historical records review shall include all documents or sources of information listed in Sections 7.1.6, 7.1.7 and 7.1.8 of the CSA Z768-01. If any documents or information sources are not used, the Contractor should give a reason for not completing that review.
3. The information gathered during the investigation shall be used by the Contractor to determine the following:
 - All areas of potential environmental concern (APEC) located within the current site under investigation;
 - The likely contaminants and the periods during which contaminant-producing activities likely occurred;
 - Locations of all hazardous waste storage or disposal sites that may or may not be contaminated but formerly contained substances of environmental concern;
 - The locations of valued ecosystem components (VECs) including potential human and/or animal receptors; and
 - The locations of monitoring and drinking water wells including the results of water quality testing.

Reporting Requirements

In brief, the Phase I ESA report should include:

- A description of the findings of the Historical Review Activities including if the source of information reveals nil finding or does not respond to the information request.

- The report shall state whether an Initial Field Testing is warranted or whether no further investigation is required. Where the potential for site contamination is indicated by available site information, the report shall describe (a) the contaminant type and sources, and (b) the areas and media of concern that must be addressed by a Phase II ESA.

As a minimum, the following shall be included in the draft and final Phase I ESA reports:

- Elements listed in Section 9 of CSA Z768-01;
- Detailed site location map and site plan, including locations of each Area of Potential Environmental Concern (APEC);
- Laboratory analytical reports, if sampling was requested;
- APEC, possible off-site sources (POSS), and Chemicals of Potential Concern (COPC) – Summary Table;
- If requested, a schematic conceptual model illustrating the relationship between the COC's, the pathways and potential receptors
- Conclusion and recommendations. Based on the findings, provide:
 - the rationale and state all assumptions;
 - if further assessment is recommended, the Contractor shall provide a detailed work plan identifying the assessment requirements (including objective, proposed sample locations, media, parameters, costs, and any other pertinent information);
 - if no further work is recommended, the Contractor should clearly make that statement in the report.
- All findings, including nil findings, resulting from the Phase I ESA activities shall be included in the report.

Details on the draft report review process are presented in **Section 6.2** (Scheduling).

4.3.2. Initial Environmental Site Assessment (Phase II ESA)

Objectives

The Phase II ESA involves an initial characterization of on-site contaminants and/or identification of off-site contaminant source(s) that may have affected the site, specifically to identify:

- Types and concentrations of contaminants, general locations of contamination, and affected areas; and
- Detailed soil, geological, hydrogeological and hydrological conditions on and adjacent to the site.

Phase II ESA Scope of Work

For each site:

1. Undertake the Phase II sampling program proposed for the site to achieve the following objectives:
 - Determining whether surface or subsurface contamination is present in excess of applicable guidelines (e.g. CCME, provincial) by taking an appropriate number of soil,

- groundwater and surface water samples from the areas of potential environmental concern previously identified;
- Gathering general information about the site, such as:
 - a) Soil characteristics;
 - b) Subsurface geology;
 - c) Site hydrogeology;
 - d) Surficial drainage patterns;
 - e) Location of nearest structures and down gradient monitoring and drinking water wells;
 - f) Probable source(s) of contamination; and
 - g) Other relevant topographical information.
 - Establishing background levels of contamination at sites where on-site contaminant levels exceed applicable guidelines (e.g. CCME) or any other applicable guidelines identified by the Project Manager; and
 - Developing a preliminary conceptual model identifying potential contaminants, exposure pathways and potential receptors of concern.
2. Estimate the volume of contaminated media, and provide recommendations as to the next steps (i.e. detailed (Phase III) ESA, remediation or risk management). Estimate the cost of next steps if applicable.

Reporting requirements

In brief, the Phase II ESA report should include:

- Description of the program results, including a discussion of contaminated zones, the potential for contaminant migration, and effects of off-site contamination;
- The report shall state whether (a) no further investigation is required, or (b) which are the next steps warranted (e.g. detailed (Phase III) ESA, risk assessment, remediation or risk management). Where the potential for site contamination is indicated by available site information, the report shall describe (a) the contaminant types, and the sources and extent of contamination, and (b) the areas, media and receptors of concern that must be addressed in a Detailed Phase III ESA or a Risk Assessment;
- Classify the site according to the CCME 2008 National Classification System for Contaminated Sites (NCSCS), or the FCSAP Aquatic Sites Classification System (ASCS) for sites predominantly aquatic.

The reporting requirements for the Phase II ESA report are detailed in **Section 4.3.4**. Details on the draft report review process is presented in **Section 6.2** (Scheduling).

4.3.3. Detailed Environmental Site Assessment (Phase III ESA)

Objectives

- Target and delineate the boundaries of identified contamination;
- Define, in greater detail, site conditions and to identify all contaminant pathways, particularly with respect to possible risk assessment;
- Provide contaminant and other information necessary to finalize environmental quality remediation guidelines or risk assessment; and

- Provide all other information required to develop a Remediation Plan or Risk Management Strategy.

Phase III ESA Scope of Work

1. Undertake the Phase III sampling program proposed for the site to achieve the following objectives:
 - The identification of previously unidentified contaminated zones as a result of the gap analysis, if required, and delineation of both new and previously identified zones;
 - Development of a thorough knowledge of the hydrology and hydrogeology of the area including soil permeability and groundwater flow gradients;
 - Sampling of media using appropriate sampling equipment and procedures;
 - Compilation, assessment and integration of any additional data or information.
2. The field work undertaken during the investigations in paragraph 1 of the present section shall be aimed at:
 - Characterizing the subsurface contamination by taking soil and groundwater samples at an appropriate number of locations to determine the type, form concentrations, and horizontal and vertical extent of contamination;
 - Determining contaminant concentrations in surface water runoff areas in the immediate vicinity of the site;
 - Determining background levels of possible contaminants if not done as part of the Phase II ESA for the site, as well as the natural composition of the soil and groundwater;
 - Establishing the subsurface geology of the site including the nature, thickness, heterogeneity, lateral extent and continuity of surficial deposits, depth to bedrock, changes in soil stratigraphy, and the presence of underground anomalies;
 - Gathering detailed information on the physical and chemical properties of the soil. Sufficient samples should be taken from each stratigraphic unit affected by the contamination to determine the following:
 - i. Effective grain size;
 - ii. Soil porosity;
 - iii. Soil density;
 - iv. Organic carbon content;
 - v. Soil pH;
 - vi. Moisture content;
 - vii. Microbial density; and
 - viii. Chemical characteristics of the soil in terms of electron acceptors, nutrients, and metal content.
 - Establishing the hydrogeology of the site including the depth to the water table, local hydraulic gradient, soil permeability (e.g. slug tests), and the groundwater flow direction;
 - Establishing the chemical composition of the groundwater;
 - Determining the contaminant sources and the surface and subsurface pathways (i.e. past, present and estimated future) for contaminant migration. Retardation factors that may limit the rate of contaminant migration should also be identified; and
 - Creating the conceptual model of each contaminated site, or revising the one created during the previous Phase II ESA;

- Estimate the volume of contaminated media, and provide recommendations as to the next steps (i.e. risk assessment, remediation or risk management). Estimate the cost of next steps if applicable.

Reporting Requirements

In brief, the Phase III ESA report should include:

- Description of the program results, including a discussion of contaminated zones, the potential for contaminant migration, and effects of off-site contamination;
- The report shall provide recommendations on remedial/risk management measures based on known technology. Recommendations should include the type and capacity of equipment required, the time required to complete the remediation and/or risk management measures, the safety procedures to be practiced during implementation of the remediation/risk management measures, and costs broken down by major activity;
- If the property does not require remediation or risk management of the site contaminants, the Contractor shall provide that conclusion in the Detailed Phase III ESA report;
- Classify the site according to the CCME 2008 National Classification System for Contaminated Sites (NCSCS), or the FCSAP Aquatic Sites Classification system (ASCS) for sites predominantly aquatic.

The reporting requirements of the Phase III ESA report are detailed in **Section 4.3.4**. Details on the draft report review process is presented in **Section 6.2** (Scheduling).

4.3.4. Phase II and III ESA Reports

As a minimum, the following shall be included in the draft and final Phase II and III ESA reports:

- Executive summary;
- Site information, Site Description and Regional Characteristics (including Subject Property Description, On-site Buildings and Structures, Adjoining Properties);
- Summary of historical practices leading to contamination;
- Summary of environmental studies and previous environmental reports;
- Presence/absence sampling of media for contaminants of concern;
- Detailed site location map and Site plan;
- Methodology: Description of sampling approach and applicable guidelines;
- Results
 - Table of soil results including comparison to applicable federal and provincial criteria
 - Table of groundwater results including comparison to applicable federal and provincial criteria
 - Table of sediment results including comparison to applicable federal and provincial criteria
 - Table of surface water results including comparison to applicable federal and provincial criteria
 - Table of soil vapour results including comparison to applicable federal and provincial criteria

- Description of borehole stratigraphy and monitoring well installation and development procedures;
- Laboratory analytical reports;
- Figures, including a figure of sample locations showing exceedances;
- Discussion of the results in comparison with the applicable criteria for the land-use of the site;
- Area of Potential Environmental Concern, Possible off-site sources, and Chemicals of Potential Concern – Summary Table;
- If requested, a schematic conceptual model illustrating the relationship between the contaminants of concerns, the pathways and potential receptors;
- Conclusion and recommendations. Based on the findings, provide:
 - Environmental liability associated with the planned costs over the life of the site based on current available site information and shall be estimated based on current available technology to remediate and/or risk manage the site. Provide the rationale and state all assumptions;
 - if further assessment is recommended, the Contractor shall provide a detailed work plan identifying the assessment requirements (including objective, proposed sample locations, media, parameters, costs, and any other pertinent information);
 - if no further work is recommendation, the Contractor should clearly make that statement in the report.
 - if remediation is recommended, provide a remedial action plan based on the findings, including costs;
 - If risk management is recommended, providing a risk assessment work plan (including objective, costs, and problem formulation);
- All findings, including nil findings, resulting from the Phase II/III ESA activities shall be included in the report;
- Identification and evaluation of the most appropriate remedial and/or risk management alternatives for the site conditions, addressing the following considerations as a minimum:
 - expected effectiveness of each alternative in meeting federal regulatory requirements and applicable federal or provincial contaminant criteria;
 - technical feasibility of implementing each alternative;
 - estimated length of time to complete remediation/risk management of the site; and
 - estimated cost of implementing each remediation/risk management alternative to completion;

*Costs for the selection of Remediation or Risk Management alternatives and development of related plans will be negotiated once it is determined that such Plans are required.

- Include a National Classification System for Contaminated Sites (NCSCS) scoring sheet, as an appendix. If an NCS classification has been completed for the site, update the NCS site classification based on the results of the investigation.

Details on the draft report review process is presented in **Section 6.2** (Scheduling).

4.3.5. HHERA Risk Assessment

Objective

- address significant human health and ecological concerns that cannot be addressed;
- close unacceptable data gaps such as:
 - exposure conditions that are particularly unpredictable or uncertain;
 - lack of information about receptors; and
 - high degree of uncertainty about hazard levels.
- address site characteristics that are not amenable to other contaminated site management strategies.

Summary of Work

To meet the objectives, the Contractor will carry out the following work, subject to site-specific environmental issues or other factors:

1. Conduct the Risk Assessment to determine the significance of contamination at the site(s) of concern;
2. Review the results of previous testing programs to verify that a contaminant exposure pathway exists that may present a human or ecological health concern.

For each contaminant, pathway and receptor of concern the Contractor shall:

- review previous information about the site and gather the necessary data to conduct the Human Health and/or Ecological Risk Assessment;
- collect and analyze any additional samples deemed necessary to complete the risk assessment, such as surface samples;
- conduct an exposure assessment to establish the complexity of the Risk Assessment, appropriate exposure amortization, characteristics of receptors, and the bio-availability of contaminants (as appropriate). The pathways by which individuals, flora or fauna may come in contact with the contaminants of concern will be identified and their exposure will be quantified;
- conduct the toxicity assessment by classifying the contaminants of concern, establishing the toxicity assessment end-points for ecological receptors, and developing exposure limits, concentration limits and/or potency factors for contaminants of concern, as appropriate; and
- conduct the risk characterization using equations appropriate to the contaminants of concern, provide a sample calculation of the results, and conduct an evaluation/interpretation of the risk estimates.

3. The work undertaken during the Risk Assessment shall be aimed at:

- meeting the requirements laid out in the present Statement of Work by taking a logical, structured and cost-effective approach;
- conducting a review of pertinent documentation related to the site to avoid repetition. The Contractor shall also conduct an inspection of the site, noting any changes since the time of the earlier reports. The information gathered should be used to develop an understanding of the potential risks to human and ecological health, based on the types of contaminants, hydrogeological and topographical information, soil characteristics, habitat, habitat adjoining the property, and the current and proposed future land use of the site;
- conducting an Exposure Assessment of the site(s). This involves determining the concentrations of contaminants in the appropriate environmental media in terms of either a point estimate

(e.g. mean, 95th percentile, maximum) or a probability distribution function if a probabilistic approach has been chosen. The Contractor shall amortize the exposure to the scenarios under investigation and characterize the receptors concerning the exposure. Exposure Assessment will involve discussions with the NRC Project Coordinator and regulatory officials to establish acceptable parameters for the assessment;

- conducting a Toxicity Assessment of the site(s). For human health risk assessments, this involves classifying each of the contaminants of concern with regard to their potential toxicity or carcinogenicity. For ecological risk assessments, the Contractor will propose appropriate assessment end-points for the site, for discussion with the NRC Project Coordinator and appropriate regulatory officials. The Contractor shall identify Toxicity Reference Values or Concentration Limits for human health assessments or derive limits using standard protocols if appropriate regulatory limits are not available. In the case of ecological assessments, the Contractor shall identify or develop appropriate Toxicity Reference Values or Concentration Limits based on receptors of concern; and
- determining the risks associated with exposure to contaminants on the site for both human and ecological receptors as appropriate. Risks will be calculated as Hazard Quotients or Indices, Numerical Cancer Risk Estimates, or Exposure Ratios. The Contractor shall evaluate and interpret the risk estimates and provide sources of uncertainty in the Risk Assessment process. The Contractor shall also provide a sample calculation of risk estimates for both a threshold and non-threshold response contaminant.

4. Based on the results of the previous investigations and the Risk Assessment, the Contractor shall indicate the following:

- if a human health risk exists at the site (i.e. Numerical Cancer Risk estimate is greater than 1×10^{-6});
- if an ecological risk exists at the site based on discussions with regulatory agencies (i.e. Hazard Index is greater than 1);
- whether the risks can be mitigated through the implementation of a risk management strategy;
- whether the site will self-remediate over the long term through natural processes such as bioremediation; if no unacceptable risk is found and there is evidence that the contaminants are naturally degrading, the Contractor should indicate that no further work is required;
- rationale for the conclusions made in the Risk Assessment; and
- whether remediation is required; and whether completion of remediation at the areas covered in this study is justified, and why.

Reporting requirements

As a minimum the following shall be included in the draft and final HHERA reports:

- Executive summary;
- Background and Objectives, Site Description, Scope of Risk Assessment, Regulatory Context;
- Problem formulation:
 - Site Characterization based on review of Existing Site Information;
 - Detailed site location map and Site plan;
 - Contaminants of Potential Concern Identification;
 - Receptor Identification;
 - Exposure pathway Identification;
 - Conceptual Site Model; Sampling and Analysis Plan, if applicable.

- Exposure Assessment:
 - Contaminants of Potential Concern Exposure Estimation;
 - Fate and Transport Modeling, if applicable;
 - transportation and fate mechanisms, exposure media, exposure route and receptors;
 - Receptor Characterization;
 - Bioavailability Assessment, if applicable;
 - Exposure Estimation.
- Toxicity Assessment;
- Risk Characterization;
- Discussion and Conclusions;
- Recommendations. Based on the finding, provide:
 - recommendations with regard to the action that should be taken at the site. If it is determined that the site does not present an unacceptable health and/or ecological risk, the Contractor shall recommend, with an appropriate rationale, to cease action at the site.
 - Environmental liability associated with the planned costs over the life of the site based on current available site information and shall be estimated based on current available technology to remediate and/or risk manage the site. Provide the rationale and state all assumptions;
 - if further assessment is recommended, the Contractor shall provide a detailed work plan identifying the assessment requirements (including objective, proposed sample locations, media, parameters, costs, and any other pertinent information);
 - if remediation is recommended, provide a remediation plan based on the findings, including costs;
 - If risk management is recommended, providing a risk assessment strategy (including objective, costs, and problem formulation).
- Include a National Classification System for Contaminated Sites (NCSCS) scoring sheet, as an appendix. If an NCS classification has been completed for the site, update the NCS site classification based on the results of the investigation.

Details on the draft report review process is presented in **Section 6.2** (Scheduling).

4.3.6. Design, oversight and/or implementation of site remedial/risk management action plan

Objectives

- Design and implement measures that will ensure Areas of Potential Concern identified have reached a level protective of human health and the environment in accordance with applicable guidelines and criteria (Tier I, II and III).

Summary of Work

1. Develop, conduct and/or oversee the site remedial/risk management activities as outlined in the approved site remedial/risk management action plan.

2. The remedial/risk management work shall be aimed at meeting the requirements laid out in the site remedial/risk management action plan by taking a logical, structured and cost-effective approach in a timely manner;
3. The completion of remediation activities should be validated by comparing the results of confirmatory samples to the selected remediation criteria.
4. Based on the results of the confirmatory sampling, the Contractor shall indicate the following:
 - Whether the remedial/risk management objectives have been met;
 - Whether land use controls and/or restrictions and long-term monitoring is required to ensure human health, safety and environmental risk do not increase.
5. The Contractor shall make recommendations with regard to the action that should be taken at the site. If it is determined that the site does not present an unacceptable health risk, the Contractor shall recommend, with an appropriate rationale, that no further action is required at the site.

Reporting requirements

As a minimum, the following shall be included in the draft and final closure reports:

- Executive summary;
- Project background, list of areas of environmental concern, media impacted, extent, volume, contaminants of concern, general site conditions;
- Remediation/Risk Management goals;
- Modifications to original site remedial/risk management action plan;
- Detailed site location map and Site plan with identified areas of environmental concern;
- Methodology: Description of sampling approach and applicable guidelines;
- Description of post-work conditions;
- Confirmatory sampling results:
 - Figures and tables showing maximum remaining concentrations, residual contamination, free product;
 - Demonstration that site meets remediation/risk management objectives;
 - Requirements for long-term monitoring including scope and responsibilities if required.
- Laboratory analytical reports;
- Discussion of the results in comparison with the applicable criteria for the land-use of the site and based on remediation/risk management objectives;
- Conclusion and recommendations. Based on the findings, provide:
 - Environmental liability associated with the planned costs over the life of the site based on current available site conditions and shall be estimated based on current available technology to remediate and/or risk manage the site. Provide the rationale and state all assumptions;
 - if further remedial/risk management measures are recommended, the Contractor shall provide a detailed work plan identifying the remediation/risk management requirements (including objective, proposed sample locations, media, parameters, costs, and any other pertinent information).

- Include a National Classification System for Contaminated Sites (NCSCS) scoring sheet, as an appendix. If an NCS classification has been completed for the site, update the NCS site classification based on the results of the remedial/risk management work.

Details on the draft report review process is presented in **Section 6.2** (Scheduling and Coordination).

4.3.7. Monitoring Well Decommissioning Scope of Work

Monitoring wells shall be decommissioned according to relevant regulatory and quality requirements.

Objectives

Groundwater monitoring wells must be properly decommissioned once they are no longer required for monitoring purposes, or if they are damaged or compromised in any way. Decommissioning a monitoring well:

- ensures the safety of those in the vicinity of the well;
- prevents surface water infiltration into an aquifer via the well;
- prevents the vertical movement of water within a well;
- conserves aquifer yield and hydraulic head;
- removes physical hazards.

Summary of Work

For each monitoring well:

1. The monitoring well decommissioning work shall be aimed at meeting the regulatory and quality requirements (e.g. O. Reg. 903) for designated monitoring well decommissioning by taking a logical, structured and cost-effective approach;

2. The Contractor shall:

- Ensure decommissioning is carried out by a licensed provincial water well driller or geotechnical drilling company acceptable to the NRC Project Coordinator;
- Maintain accurate records and prepare written reports on decommissioning of designated monitoring wells;
- Prepare assignment Health and Safety Plan;
- Ensure quality of work.

Reporting requirements

As a minimum, the following shall be included in the draft and final monitoring well decommissioning reports:

- Executive summary;
- Background on wells to be decommissioned, general site conditions;
- Detailed site location map and Site plan with identified monitoring wells;
- Methodology;

- Well decommissioning records, which must include:
 - Name of Company
 - Name of the contractor or sub-contractor that completed the work
 - Brief account of materials used
 - Date of decommissioning
 - Disposal of materials information.
- Health and Safety; and
- Quality Control Plan.

4.3.8. Field Program Requirements

The requirements for the actual work programs will be detailed in the site-specific description of work provided with the call up and will be based on the site history, past reports, and objectives.

At the earliest opportunity upon completion of the field work, the Contractor shall follow up with the NRC Project Coordinator to discuss the sampling that was undertaken, and to discuss the observations and results of the analytical program for these samples and any deviation from the sampling program.

During the field program, the Contractor shall:

- include a copy of field observations in an appendix to the report;
- take photographs of the test pits, boreholes and any conditions of interest and include them in an appendix to the report;
- During assessment field programs:
 - provide information about the occurrence of any wildlife during the site visit;
 - provide information regarding the existing and possible ecological/human receptors, type of receptor, and access of receptor to the site and the surrounding areas.

General sampling requirements

1. The sample locations shall at a minimum be:
 - marked in the field;
 - accurately measured in relation to an existing control point or permanent feature and marked on a site map in order to facilitate subsequent sampling activities;
 - georeferenced on a site plan using the latitude/longitude system in a decimal format (using GPS coordinates within a 2 m accuracy, NAD83 datum); and
 - the Contractor is responsible for all utility locates.
2. Analytical samples requirements during all field programs:
 - The parameters to be analyzed will be based upon suspected contaminants;
 - All samples shall be sent to laboratories accredited by the Canadian Association for Laboratory Accreditation Inc. (CALA) or the Standards Council of Canada (SCC). Provincial standards shall also be included in the report data tables for comparison purposes, and the accreditation shall be turned in good standing;
 - A standard turnaround time shall be used for laboratory analysis unless otherwise approved by the NRC Project Coordinator. The Contractor will be responsible for obtaining sample jars and bottles from the laboratory, packaging in a manner to protect

the samples, and sending the samples to the laboratory. Samples must be maintained at 4°C as soon as possible after collection and follow any preservation requirements. The Contractor shall ensure that the samples are received by the laboratory in acceptable condition and within a timeframe that will not jeopardize the sampling holding time;

- The Contractor shall ensure that the laboratory detection limit is less than 10% of the value of the guideline to be used unless approved by NRC;
 - NRC will not reimburse the Contractor for laboratory costs where the Contractor has failed to request the minimum detection limits from the laboratory or if the samples are not received by the laboratory in good condition;
 - All sampling equipment must follow proper decontamination procedures and follow strict QA/QC protocols.
3. This sampling program must follow the sampling plan submitted by the Contractor unless the modification was agreed to by the NRC Project Coordinator.

CCME 2008 National Classification System for Contaminated Sites (NCSCS)

At the request of NRC Project Coordinator, the Contractor shall complete or update an NCSCS and/or ASCS site classification for each identified area of potential environmental concern/each site on the subject property after completion of the Phase II ESA or review the existing NCSCS site classification after a Phase III ESA. The detailed NCSCS evaluation form can be obtained from the document “*National Classification System for Contaminated Sites, Canadian Council of Ministers of the Environment, CCME March 1992, updated 2008*”. The Contractor shall provide the detailed rationales behind the scores for each category. If the site has already been classified using the NCSCS, the Contractor shall update the score and state any changes they have made on the score. The detailed NCSCS form for each APEC/each site shall be submitted in the appendices of the Phase II ESA report.

If a site is a water lot, or land or part of land that is completely, partially or occasionally submerged by water, then the Federal Contaminated Sites Action Plan (FCSAP) Aquatic Sites Classification System (ASCS) shall be used instead of the NCSCS. The detailed ASCS evaluation form will be provided by NRC Project Coordinator.

5. PERSONNEL REQUIREMENTS

The key project personnel, including the project manager and technicians shall possess knowledge based on an appropriate combination of formal education, skills, experience, and training in order to provide a technically sound and rational environmental site assessment, risk assessment and remediation/risk management activities. The field technician shall demonstrate in their curriculum vitae a minimum of three (3) years of experience in environmental site assessment under the CSA Standard. The project personnel shall be familiar with applicable federal, provincial, territorial, and local legislation and published guidelines, standards and criteria used to evaluate the presence of contamination on a property.

The project personnel shall have knowledge in relevant technical areas. The duties and responsibilities of the project team classification levels are described in the following table:

CLASSIFICATION LEVEL	RESPONSIBILITIES
<i>Management Personnel</i>	
Standing Offer Agreement Manager	<ul style="list-style-type: none"> Act as the main client liaison for the NRC for contract delivery under the Standing Offer Agreement. Responsible for budget and meeting requirements
Project Manager	<ul style="list-style-type: none"> Act as the main client liaison for the NRC in the delivery and coordination of the project. Ensure project is completed on time, on budget and within scope.
<i>Technical Personnel</i>	
Senior reviewer	<ul style="list-style-type: none"> Provide senior input into the project requirements Perform more complex analyses that require additional expertise and competence than that of an intermediate engineer/scientist. Review all deliverables Develop and implement the logistic plans to complete the work and ensuring that the schedule is met.
Intermediate engineer/scientist	<ul style="list-style-type: none"> Manage and co-ordinate preparation of deliverables Perform more complex analyses that require additional expertise and competence than that of a junior engineer/scientist.
Junior project engineer/scientist	<ul style="list-style-type: none"> Prepare results and analyses for the deliverables
Senior Field Technician	<ul style="list-style-type: none"> Manage and co-ordinate field work Provide senior input during field work Complete more complex field tasks that require additional experience and competence than that of a junior technician.
Junior Field Technician	<ul style="list-style-type: none"> Conduct the field work
CAD/GIS Support	<ul style="list-style-type: none"> Provide CAD/GIS Support
Administration	<ul style="list-style-type: none"> Provide team with administrative support

6. PROJECT MANAGEMENT

6.1. Communication

The Contractor shall maintain communication with the NRC Project Coordinator throughout the duration of the contract. The Contractor shall advise the NRC Project Coordinator, of any factors that require immediate attention such as any safety issues, any possible or known infractions as well as any changes to the scope of work. The Contractor shall provide to the NRC Project Coordinator, bi-weekly status reports via email advising of the project status, budget update and any factors which may influence the schedule, budget or deliverables, sample key, and the figure of sample locations, and any changes to proposed sampling locations.

6.2. Scheduling

Following a call up by the NRC Project Coordinator, and as part of the Contractor proposal, the Contractor shall prepare a schedule for all project events including, site visit activities, meetings, status reports, and draft and final report submissions. Site visit activities must be coordinated with the NRC Project Coordinator. A period of three weeks for NRC to review and provide comments on the reports should be expected. More time may be needed for reports requiring review from Federal Contaminated Sites Action Plan Expert Support departments. NRC will provide a single set of consolidated comments on the draft report for incorporation into the final report. In the event that the Contractor does not address comments to the satisfaction of the NRC Project Coordinator, additional rounds of edits may be required, at no additional cost to NRC.

6.3. Report Presentation

Unless otherwise agreed with the NRC Project Coordinator, the Contractor shall submit:

1. One (1) electronic copy of the draft report as an editable Word or pdf document including all Appendices, Figures, Plans, and Tables in their native format as detailed in point 4. ;
2. One (1) signed paper copy of the final report
 - The paper copy of the report shall be printed double sided and have tabbed dividers to separate appendices from the main body of the report. Any signature pages with signatures and professional stamps that are present in the paper copy of the report shall be included in the electronic copy. All figures, drawings, tables, graphs and photos shall also be submitted separately in their original software format (e.g., as .dwg, .xls, or .jpg file formats);
 - NRC prefers that the paper used in the report that contains post-consumer recycled material.
3. One (1) signed final electronic copy (i.e., a single file containing all text, photographs, tables, plans, figures, lab data, sampling plans, FCSI input sheet, NCSCS/ASCS spreadsheet, laboratory data, and scanned documents) of the final in Adobe Acrobat (.pdf) format on one CD;
4. An additional electronic copy of all final site plans, site photos, aerial photos and data tables shall also be submitted in the native software format (see table below) with both the draft and final reports.

Report Component	Requested Native File Type
Pictures	.jpeg
Videos	Files compatible with Windows Media Player
Figures	.jpeg and/or Adobe .pdf
Tables	Microsoft Excel .xls
Maps	1. Shapefiles suitable for use in ArcGIS such as .shp, .shx, .dbf; and 2. CAD files such as .dwg (for MSC)
Report text	Microsoft Word .doc or unlocked version in Adobe .pdf

6.4. Site Access and Security Requirements

At the project outset, the Contractor shall immediately contact the NRC Project Coordinator to obtain the necessary permission to access the sites. NRC requires at least one business day advanced notice to access the sites. On occasion, site access coordination may be required through the Facility Manager which may require additional notice.

All Contractor and sub-contractor personnel will be required to obtain and maintain a security clearance by a Federal Government Department (Reliability Status) prior to accessing the NFL, Montreal Road and other sites.

6.5. Notifications/Permits

The Contractor shall be responsible for making whatever representations are necessary to the pertinent organizations in order to carry out the work required to fulfill the terms of this statement of work. The costs incurred in obtaining these documents shall be borne by the Contractor.

6.6. Liabilities

The Contractor shall assume responsibility for any accident or damage caused by its employees or equipment to NRC property, personnel or monitoring wells, including the reinstatement of grounds caused by equipment treads or drilling of boreholes in asphalt.

The Contractor shall assume responsibility for the security of its equipment and materials during and after working hours. NRC shall not be liable for any vandalism, theft or loss.

Any Monitoring Well installed on site should be done following industry best practices and adhering to industry and regulatory standards so as to minimize risk of damage and contamination. Improperly installed wells will require revisiting and repair at the expense of the Contractor.

6.7. Meetings

The Contractor shall attend meetings as requested by the NRC Project Coordinator. Personnel in attendance shall include the Contractor's project manager and representative(s) familiar with all technical aspects of the project. At the request of NRC Project Coordinator, the Contractor shall prepare minutes of the meetings and send the draft minutes to the NRC Project Coordinator for review and approval prior to their dissemination for action. At the discretion of the NRC Project Coordinator, the Contractor may be required to maintain an action item list.

6.8. Quality Assurance and Quality Control

The Contractor is expected to identify and adhere to acceptable quality assurance and quality control (QA/QC) procedures throughout the project. QA/QC measures shall be explicitly identified in the Contractor's work plans and project reports.

6.9. Health and Safety Program

A detailed health and safety plan shall be maintained on site at all times. All relevant safety policies, guidelines, and emergency response actions shall be reviewed with site personnel. Adherence to the health and safety measures specified in that plan shall be mandatory for all on-site personnel and all site visitors.

6.10. Confidentiality

Information, data, photos, videos, drawings, etc. gathered as part of this project shall be treated as confidential and shall be made available only to NRC or as authorized in writing by the NRC Project Coordinator.

Any photos, videos, plans or documents provided as reference materials by NRC to an assessor or Contractor remain the property of NRC, and shall not be used, shared, or sold to any group for any other project except upon written authorization of the NRC Project Coordinator. All such reference materials must be returned to the NRC Project Coordinator with the final report.

6.11. Site Operations

The Contractor's on-site activities shall not disrupt the normal function, access, and working environment of the site within reason. No on-site activities shall be completed without the authorization of the NRC Project Coordinator.

6.12. Other Requirements

The Contractor is responsible for ensuring that no damage occurs to the on-site utilities prior to completing any intrusive investigation at the property. All damage as a result of such activities is the responsibility of the Contractor.

The Contractor will refer any queries about the project from the public, news media or others to the NRC Project Coordinator.

The NRC Project Coordinator shall be notified immediately of conditions that pose an imminent threat to human health and the environment.

Analysis of data will be in relation to agreed CCME guidelines or other guidelines identified by the Environmental Officer.

The key Contractor personnel shall respond to phone or e-mail requests for information within five days of such a request (call-up)

7. LANGUAGE OF WORK

All interviews, materials and reports are to be provided in an English format.

8. RELEVANT ENVIRONMENTAL REPORTS

Relevant environmental reports produced for the NFL and Montreal Road sites are listed below. The successful bidder will be provided with all relevant reports for the NFL and other contaminated sites at the time of contract award. During the bidding period, requests for reports will not be accommodated.

Relevant NFL site environmental reports:

- Limited Phase I and II Environmental Site Assessment Fire Research Laboratory Ramsay Township, Ontario, Aqua Terra Solutions Inc., February 2004
- Phase I Environmental Site Assessment – Institute of Research in Construction (“IRC”) Building U-96 – Carleton Place, ON, Golder Associates, June 2009
- Report on Environmental Operational Review (EOR) - NRC Institute for Research in Construction (NRC-IRC), 8th Line Concession, Carleton Place, Ottawa, Ontario, Golder Associates, July 2009
- Revised Final Report Limited Phase II Environmental Site Assessment, Fire Research Laboratory, 8th Line Road, Mississippi Mills, ON, Stantec Consulting Ltd, March 2013
- Fire Water Runoff Analysis, Wastewater & Drinking Water Monitoring in the National Capital Region, SENES Consultants, April 2014
- Final Supplemental Phase II ESA - Progress Report, Stantec Consulting Ltd, March 2015
- Process Water Assessment, National Fire Laboratory, Building U96, 833 Concession Road 8, Mississippi Mills, ON, Stantec Consulting Ltd, March 2015
- Final Supplemental Phase II ESA, National Fire Laboratory, Mississippi Mills, ON: - Hydrogeological Cross-Sections, Stantec Consulting Ltd, July 2015
- Estimation of Facility Burn Rates for Compliance with Ontario Air Quality Criteria – National Fire Laboratory, Stantec Consulting Ltd, March 2016
- Review of Exceedances to Generic Groundwater Criteria – NRC National Fire Laboratory, 833 Ramsay Concession 8, Mississippi Mills, ON, Stantec Consulting Ltd, May 2016
- Drinking Water Treatment Unit Pilot Study – PFAS Removal, National Fire Laboratory, Mississippi Mills, Ontario, SNC-Lavalin Inc., March 2019
- Supplemental Phase II ESA, National Fire Laboratory, Mississippi Mills, ON, Stantec Consulting Ltd, May 2019
- Benthic Invertebrate, Vegetation, and Aquatic Study, National Fire Laboratory, Mississippi Mills, ON, Stantec Consulting Ltd, May 2019

- Targeted Soil Removal and Bedrock Capping Program, National Fire Laboratory, 833 Ramsay Concession 8, Mississippi Mills, ON, Stantec Consulting Ltd, May 2019
- Atmospheric Modelling and Surface Soil Supplemental Deposition Study, National Fire Laboratory, Mississippi Mills, ON, Stantec Consulting Ltd, May 2019
- Residential Soil Sampling Program, Summary Report, National Fire Laboratory, Mississippi Mills, Ontario, Stantec Consulting Ltd, May 2019
- Draft Human Health Risk Assessment, National Fire Laboratory, Mississippi Mills, Ontario, Stantec Consulting Ltd, December 2019
- PFAS Drinking Water Treatment System Pilot Study, National Fire Laboratory, Mississippi Mills, Ontario, Wood Environment & Infrastructure Solutions, January 2020
- Draft Ecological Risk Assessment, National Fire Laboratory, Mississippi Mills, Ontario, Stantec Consulting Ltd, July 2020
- Draft Trend Analysis of PFAS Concentrations in Groundwater Monitoring Wells and Residential Water, National Fire Laboratory, Mississippi Mills, Ontario, Stantec Consulting Ltd, August 2020

Relevant Montreal Road site environmental reports:

- Human Health and Ecological Risk Assessment Update, 1200 Montreal Road, Ottawa, Ontario, SNC-Lavalin Inc., March 2020
- Long Term Monitoring Plan, 1200 Montreal Road, Ottawa, Ontario, SNC-Lavalin Inc., July 2020

9. REFERENCES

The following resources provide guidance documents, management best practices, environmental standards and guidelines, protocols and policies related to contaminated sites management. This is not an all-inclusive list; therefore, the Contractor shall ensure that all applicable references are used. Should more current versions become available, they shall take precedence and be referred to in subsequent work/reports.

- Canadian Council of Ministers of the Environment
- Canadian Standards Association
- Canadian Environmental Assessment Agency
- Contaminated Sites Management Working Group
- Department of Fisheries and Oceans Canada
- Environment and Climate Change Canada
- Federal Contaminated Sites Action Plan
- Health Canada
- Treasury Board Secretariat
- United States Environmental Protection Agency

1.0 MANDATORY REQUIREMENTS

Proponents must provide proof that:

- 1.1 They can provide reports in English.
- 1.2 They have the necessary facility clearance at the time of bid submission. (DOS)
- 1.3 They have the necessary personnel clearance at the time of bid submission.
- 1.4 The following proposed personnel are located in the National Capital Area:
 - SOA Manager
 - Project Manager (and backup)
 - Intermediate Engineer/Scientist (and backup)
 - Senior Field Technician (and backup)

2.0 EVALUATION CRITERIA (total 70 points)

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

Understanding of Scope, Objectives and Possible Problems (7 Points)

The Proponent should demonstrate a comprehensive understanding of the project’s scope and objectives as well as the statement of work, including technical and regulatory requirements, and the importance of effective communication with NRC. As well, the Proponent should demonstrate that direct and peripheral problems have been anticipated. Proposed solutions to anticipated problems should be presented.

Approach and Methodology, Cost Saving Measures and Value for Money (7 Points)

The proposed approach and methodology will follow an efficient and logical sequence that will fulfil the requirements of the Statement of Work. The proposal should describe how effective QA/QC procedures, including PFAS-specific procedures, will be maintained. Demonstrate that work can be completed on a timely basis upon call up and that the proponent has sufficient resources and organizational capacity. Proponents should demonstrate how creative and practical cost saving measures could be implemented.

Local Knowledge and Capacity (2.1 Points)

Proponents should demonstrate they have: expertise with federal and Province of Ontario laws/regulations/standards/guidelines, including PFAS guidance, and knowledge of regional characteristics.

Proponent must clearly state their commitment and ability to increase local capacity (National Capital Region) to conduct work should NRC wish to accelerate the work schedule.

Managerial and Project Team Experience (28 Points)

Proponent should provide experience level, including years of relevant experience, and CV for key personnel (Project Manager, Senior Reviewer, Intermediate Engineer/Scientist, and Senior Field Technician) and key backup personnel (refer to Appendix C). For other team members listed in Appendix B (except Administration), provide a brief description of the individual’s education, years of experience and work experience on similar projects. Indicate other tasks the key individuals may be responsible for during the project.

The Contractor should demonstrate that its proposed team as a whole, including partners and sub-contractors, has the necessary technical and managerial background and experience to cover all aspects of this Scope of Work, including evaluating the results and providing meaningful recommendations. Proponents should also demonstrate how an effective collaboration process is established with the sub-contractors in order to ensure successful and timely delivery of projects. Include the background, experience and level of involvement by task for each key individual that will contribute to the tasks and objectives of the work required under this SOA. Example format is provided in Appendix C.

Proponents should demonstrate the project team has capability and recent experience in managing PFAS projects and the latest updates on the regulations concerning PFAS contamination (i.e. within past 3 years).

References for previous work relations/previous projects (22.4 Points)

Proponents should demonstrate the team’s technical background, experience and unique qualities by referencing three (3) and only three (3) client projects of comparable scope, nature and magnitude, preferably involving the same project team members. Proponents should include client references for these projects, their point of contact (i.e. Name, phone number and email), as well as start and end date of the project. Proponents should demonstrate capacity to successfully deliver projects (i.e. effective work methods, timely completion of work, quality of results, ability to provide cost saving opportunities). Limit one page per project.

Preference will be given to proponents with recent experience (within past 3 years) in providing communication support for contaminated sites projects involving stakeholder management and recent experience (within past 3 years) working with federal custodians on PFAS-contaminated sites projects.

Health and Safety Plan (3.5 Points)

Proponents should provide an outline of the primary health and safety concerns associated with the work tasks and site conditions, as well as an outline of their overall health and safety

plan. The proponent should include commitment to worker and subcontractor safety, emergency procedures and environmental mitigation and contingency plans (e.g. Health and Safety Policy accompanied by a detailed work protocol for each work task due to the COVID-19 pandemic).

Proposals shall be no more than 25 pages, excluding CVs. CVs shall be limited to a maximum of 2 pages. Note that appendices will not be considered in the evaluation. Proposals scoring less than 50 points of 70 points will be considered non-responsive and will be eliminated from further consideration. A proposal will be considered non-responsive if it does not meet the mandatory criteria or if it is not supported by proper and adequate detail, particularly where supporting evidence is required or if scoring for each criteria is less than 50%. Furthermore, it is essential that the elements contained in proposals be stated in clear, concise manner. Proposals will be evaluated solely on their content. Items not addressed will be given a score of zero.

Appendix “B”

Proposed Team Experience

Table 1: Proposed Team Experience and Background

Classification Level	Name (1)	Years of Experience (2)	Home Office Location (3)	Experience Summary (4)	Education and Professional Designations (5)	Involvement with Client (6)		
						[Client 1]	[Client 2]	[Client 3]
Standing Offer Agreement Manager								
Project Manager*								
Project Manager (backup)*								
Senior Reviewer*								
Senior Reviewer (backup)*								
Intermediate Engineer/Scientist *								
Intermediate Engineer/Scientist (backup)*								
Junior Engineer/Scientist								
Senior Field Technician*								
Senior Field Technician (backup)*								
Junior Field Technician								
CAD/GIS Support								
Administration								

- 1) Insert name of personnel assigned to the respective Classification Level.
- 2) Insert # of years pertinent experience that the personnel have accumulated in order to be competent for the assigned Classification Level.
- 3) Insert personnel home office location.
- 4) Summarize the personnel experience related to the Classification Level and SOW activities.
- 5) Insert the education level and relevant professional qualifications.
- 6) Indicate if assigned personnel participated in the project with the identified Client and the level of involvement with respect to projects with the Client.
- * CV required

Appendix C - Pricing Table

Our charge rates, are:

Column 1	Column 2a	Column 2b	Column 2c	Column 2d	Column 2e	Column 2f	Column 3	Column 4
Classification Level*	Hourly Charge Rate Fiscal 2020/2021	Hourly Charge Rate Fiscal 2021/2022	Hourly Charge Rate Fiscal 2022/2023	Hourly Charge Rate Fiscal 2023/2024	Hourly Charge Rate Fiscal 2024/2025	Hourly Charge Rate Fiscal 2025/2026	Estimated percent involvement	Classification score per discipline (sum of columns 2a+2b+2c+2d+2e+2f) * Column 3/100%
Management								
Standing Offer Agreement Manager	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	5%	_____
Project Manager	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	25%	_____
Technical Personnel								
Senior Reviewer	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	10%	_____
Intermediate Engineer/Scientist	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	20%	_____
Junior Engineer/Scientist	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	5%	_____
Senior Field Technician	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	20%	_____
Junior Field Technician	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	5%	_____
CAD/GIS Support	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	6%	_____
Administration	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	4%	_____
Total							100%	_____

Total classification scores for consultant team honorarium (Sum of column 4) \$ _____

Fiscal year ends March 31st

* Refer to section 5 of the Statement of Work for the duties and responsibilities of the project team Classification Levels identified above.



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

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



2035 01 (2008-05-12) Interpretation

In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

2035 02 (2008-05-12) Powers of Canada

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

2035 03 (2008-05-12) Status of the Contractor

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



2035 04 (2008-05-12) Conduct of the Work

1. The Contractor represents and warrants that:
 - (a) it is competent to perform the Work;
 - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
 - (a) perform the Work diligently and efficiently;
 - (b) except for Government Property, supply everything necessary to perform the Work;
 - (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - (d) select and employ a sufficient number of qualified people;
 - (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
 - (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has been conducting himself/herself improperly.
4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 27, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.



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

2035 05 (2010-01-11) Subcontracts

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

2035 06 (2008-05-12) Specifications

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

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

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



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

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

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

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

2035 09 (2008-05-12) Excusable Delay

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

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 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).

2035 39 (2010-01-11) International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 29.

2035 40 (2008-05-12) Harassment in the Workplace

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Policy on the Prevention and Resolution of Harassment in the Workplace](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

2035 41 (2008-05-12) Entire Agreement



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



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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	2. Branch or Directorate / Direction générale ou Direction
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail

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 type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> Not releasable À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à : <input type="checkbox"/> 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 :
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7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED / NATO DIFFUSION RESTREINTE <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"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>
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Security Classification / Classification de sécurité
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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 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 EMBLEMES			

Special comments:
 Commentaires spéciaux : _____

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

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? 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



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 / Yes
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? Non / Oui

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

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

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



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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)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
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
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 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

Security Classification / Classification de sécurité
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