



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

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

National Research Council Canada (NRC)
Procurement Services
1200 Montreal Road, Building M-58
Ottawa, Ontario
K1A 0R6
Bid Fax: (613) 991-3297

NOTE

Title/Sujet CIVIL ENGINEERING SERVICES	
Solicitation No./N. de l'invitation 21-58012	Date 18 May 2021
Solicitation Closes/L'invitation prend fin at/à 14 :00 on/le 23 June 2021	Time Zone/Fuseau Horaire EDT
Address Enquiries To/Adresser demandes de renseignements à : Collin Long Telephone No./N. de téléphone : (613)993-0431 Facsimile No./N. de télécopieur : (613)991-3297	

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

1.0 PRESENTATION OF PROPOSALS

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

2.0 SCOPE OF WORK

- 2.1 This request for Standing Offer(s) RFSO is to provide Civil Engineering Design Services on "as and when required basis" in accordance with the detailed Statement of Work attached as Appendix "A".
- 2.2 For any Standing Offer issued as a result of this invitation, it is understood and agreed that:
- a) a contractual obligation will come into force only if there is an authorized Call-Up Against a Standing Offer (NRC Form 769) and only to the extent designated in the Call-Up;
 - b) a Standing Offer does not oblige the Project Authority 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 the individual "Call-Up" issued within the period specified.
- 2.3 The terms and conditions as set out herein will form part of the Standing Offer Agreement and will be incorporated into and form part of any and all authorized "Call-Up(s) Against a Standing Offer".
- 2.4 It is expected that approximately five (5) Standing Offer Agreements (SOAs) will be established as a result of this Request for Standing Offer. The numbers of SOA can be more or less at NRC's sole discretion.
- 2.5 Should the number of responsive proposals be less than desired, NRC reserves the right to review proposals and select the next highest ranked submission.
- 2.6 As a general procedure, work shall be offered on a rotational basis, with the order determined based on the scoring achieved in the technical and financial evaluations. The Proponent with the highest score will be offered the first call-up, the second highest score will be offered the second call-up, and so forth. Subsequent call-ups will be offered according to this order, with the exception to this outlined in **Appendix "A"**.
- 2.7 If none of the Standing Offer Holders (SOH) are able to perform the work within the desired timeframe, NRC reserves the right, at its sole discretion, to solicit bids from vendors outside of this RFSO.

3.0 **PERIOD OF STANDING OFFER(S)**

- 3.1 The standing offer(s) will be valid for a period of 1 year from the date of award and can be renewed at the sole discretion of the NRC for an additional four (4) optional periods of 1 year each.

4.0 **ENQUIRIES**

- 4.1 If you require clarification regarding any aspect of this RFP, address all queries to the Contracting Authority, identified below, at least 10 working days before the closing date. All queries must be in writing and queries received less than 10 working days prior to the closing date cannot be guaranteed a response. Information received verbally will not be binding upon the NRC.

Collin Long

Contracting Authority, Procurement Services
National Research Council Canada
1200 Montreal Road, Bldg. M-58
Ottawa, Ontario K1A 0R6

Collin.Long@nrc-cnrc.gc.ca

- 4.2 To ensure the equality of information among Bidders, responses to general enquiries will be made available to all bidders unless such publications would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available through the Open Bidding System (OBS) to all bidders.
- 4.3 Vendors who attempt to obtain information regarding any aspect of this RFP during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).
- 4.4 It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFP.

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

- 5.1 Proposals must be delivered by email no later than 2:00 PM EDT, (day), **23 June 2021**, to the following **Contracting Authority**:

Collin Long

Contracting Authority, Procurement Services

Collin.Long@nrc-cnrc.gc.ca

****The maximum file size that NRC can receive in a single email is 10MB****

****Bidders are urged to send their proposals well before the bid closing time****

Proposals must not be sent directly to the Project Authority

- 5.2 All risks and consequences of incorrect delivery of electronic bids are the responsibility of the Bidder. **The NRC will not be held responsible for electronic bids that are received after the due date and time due to power failure or any other electronic failure issues.**
- 5.3 Bid submissions must be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) attached as **Appendix “F”**.
- 5.4 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.

6.0 **EVALUATION CRITERIA**

- 6.1 Proposals will be assessed using the evaluation criteria as stated in **Appendix “B” – Technical Evaluation Criteria**. Bidders should provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the bidder in his/her proposal.

7.0 **COST PROPOSAL**

- 7.1 The cost proposal must be as per **Appendix “C” Financial Component, excluding GST/HST**. The fixed price must include all the materials and services required to fulfil all aspects of the Statement of Work. All rates must be in CAD.
- 7.2 It is anticipated that the work will take place in the National Capital Region (NCR). The fixed price quotation must include all costs required to perform the work. NRC will not reimburse the contractor for travel.
- 7.3 GOODS AND SERVICES TAX (GST) and HARMONIZED SALES TAX (HST): The GST and HST, whichever is applicable, shall be considered an applicable tax for the purposes of this RFP and extra to the price herein. The amount of GST or HST shall be disclosed and shown as a separate item.
- 7.4 Bids will be evaluated in Canadian currency, therefore, for evaluation purposes, the exchange rate quoted by the Bank of Canada as being in effect on date of bid closing, shall be applied as the conversion factor for foreign currency. Prices quoted shall not be subject to, or conditional upon, fluctuations in commercial or other interest rates during either the evaluation or contract period.

8.0 **CONDITIONS OF SUBMISSION**

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

8.2 Selection of the successful bidder will be on the basis of combined technical merit and financial rating to determine the best overall value. The method of selection will be highest combined Technical Rating (80%) and Price (20%). NRC reserves the right to enter into negotiations with the successful bidder(s) prior to contract award on any and all aspects of its offer. Refer to **Appendix "A" – Statement of Work, Section 7. Evaluation Procedures and Basis of Selection**

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

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 – 0220 – Engineering and Architectural Services (copy attached as Appendix "I") and any other special conditions that may apply.

9.0 **SECURITY LEVEL**

9.1 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.

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

10.0 **OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY**

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

11.0 **CONFIDENTIALITY**

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

12.0 **CRIMINAL CODE OF CANADA**

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

13.0 **DEBRIEFINGS**

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

14.0 **T4-A SUPPLEMENTARY SLIPS**

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

15.0 **GOVERNMENT SMOKING POLICY**

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

16.0 **ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT**

- 16.1 Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Project Authority named herein. There will be however; no day-to-day supervision of the Contractor's activities nor control of the Contractor's hours of work by the Project Authority.

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

17.0 **GENERAL CONDITIONS**

- 17.1 The General Conditions 0220 entitled Engineering and Architectural Services and attached as Appendix "I" form part of this Contract.

18.0 **PROGRESS REPORT**

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

19.0 **ADDITIONAL WORK**

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

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

- 20.1 The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment of the Contract, who are neither Canadian citizens nor

United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

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

21.1 The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

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

22.1 It is a term of the contract that:

- a. the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- b. the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based; and
- c. the Contractor had informed the Departmental Representative of any exemption in respect of the abatement of a contract fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.

23.0 **FORMER PUBLIC SERVANT**

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

23.2 Definitions

For the purposes of this clause,

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

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

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

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

23.3 Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a) name of former public servant;
- b) date of termination of employment or retirement from the Public Service.

23.4 By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

23.5 Work Force Reduction Program

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

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks;
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

24.0 OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)

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

25.0 INTEGRITY PROVISIONS

- 25.1 By responding to this RFP, 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/1/2003/21>

- 25.3 An Integrity Declaration Form, attached as **Appendix "J"**, must be submitted only when:

1. the supplier, one of its affiliates or a proposed first-tier subcontractor has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the Ineligibility and Suspension Policy (the "Policy"); and/or
2. the supplier is unable to provide any of the certifications required by the Integrity uses.

26.0 ENVIRONMENTAL CONSIDERATIONS

- 26.1 Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance

with the Policy on Green Procurement <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573> , for this solicitation:

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

Suppliers are encouraged to consult the following websites:

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

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

ATTACHMENTS

Appendix "A" - Detailed Statement of Work

Appendix "B" – Evaluation Criteria

Appendix "C" – Financial Component

Appendix "D" – Team Identification Form

Appendix "E" – Post Project Rating Form

Appendix "F" – Standard Instructions and Conditions

Appendix "G" - Evaluation Team Scoring

Appendix "H" – Security Requirements Check List (SRCL)

Appendix "I" – General Conditions 0220 – Engineering and Architectural Services

Appendix "J" – Integrity Provisions

**STATEMENT OF WORK
CIVIL ENGINEERING SERVICES
NATIONAL RESEARCH COUNCIL CANADA**

1. INTRODUCTION

As part of the Real Property Planning and Management Branch (RPPM), the National Research Council (NRC) has an in-house engineering and construction team that includes an Engineering Services group and a Project Delivery group responsible for complete project services, including producing construction documents and managing construction projects and contracts. These include projects that are part of NRC programs as well as general renewal projects to support NRC infrastructure.

2. BACKGROUND

2.1 Organizational Overview

The NRC is the Government of Canada's largest research organization supporting industrial innovation, the advancement of knowledge and technology development, and fulfilling government mandates. With research facilities and expert staff in every province, for over 100 years the NRC has been helping businesses and government. We partner with over 800 companies a year, applying research and development (R&D) to their pressing challenges and opportunities. We provide advice and funding through our Industrial Research Assistance Program to over 7,500 small and medium enterprises. The NRC supports industrial innovation, the advancement of knowledge, and government priorities, including Canada's inclusive Innovation and Skills Plan.

The NRC is a Government of Canada organization and reports to Parliament through the Minister of Innovation, Science and Economic Development Canada. The NRC partners with Canadian industry to take research impacts from the lab to the marketplace, where people can experience the benefits. This market-driven focus delivers innovation faster, enhances people's lives and addresses some of the world's most pressing problems. We are responsive, creative and uniquely placed to partner with Canadian industry, to invest in strategic R&D programming that will address critical issues for our future.

Please refer to the NRC website for detailed information on the NRC's programs, services and areas of research: <https://www.nrc-cnrc.gc.ca/eng/>

3. OBJECTIVE

From time to time the workload exceeds the capacity of the in-house Engineering and Construction team of RPPM. The purpose of this Request for Standing Offer (RFSO) is to pre-qualify five (5) Civil Engineering firms (hereinafter referred to as the Proponent) who could be called upon to complete work on an "as and when required" basis. This process is to replace the current Civil Engineering standing offer that expires April 30, 2021.

4. SCOPE OF WORK

4.1 Summary

This statement of work has been developed by RPPM to establish a standing offer agreement for local (National Capital Region) Civil Engineering services, requested on an “as and when required within a 2 hours response time for on-site presence” basis. If any of the winning proponents have offices in other locations throughout Canada where the NRC has facilities, work in those locations may also be offered. There is no requirement to have offices elsewhere in Canada and that will not be considered during the evaluation process.

Work will be offered on a rotational basis, with the order determined by the scoring achieved in the technical and financial evaluations. The Proponent with the highest score will be offered the first call-up, the second highest score will be offered the second call-up, the third highest score will be offered the third call-up, the fourth highest score will be offered the fourth call-up, and the fifth highest score will be offered the fifth call-up. Subsequent call-ups will be offered according to this order. An exception to this is explained below (refer to section 4.4).

This RFSO is part of a series of RFSOs to obtain standing offers for various Engineering, Design and Project Management services. These will be released over the course of fiscal year 2020-21. In the case where a company is successful in more than one of these RFSOs, and a specific call-up requires these same services, NRC reserves the right to offer the work to that company even if it is not their turn in the rotation. The justification for this is to improve coordination and cost efficiency to NRC.

Upon call-up, the Proponent shall respond to the call within 48 hours to confirm the team is available to begin work within two (2) weeks and schedule a meeting with the NRC Project Manager no later than five (5) business days following the initial call. The purpose of the meeting will be to describe in detail the scope of work for this particular call-up. The Proponent shall then present a work proposal for the required services within five (5) business days that will include a work plan with a fixed fee proposal. At the discretion of the NRC Project Manager, the Proponent may be asked to submit an estimated cost proposal including proposed hours for each classification and a task schedule with work being completed on a time and material basis. The proposal will be presented to the NRC Project Manager for discussion, approval and contracting considerations.

If the NRC Project Manager feels it is in the best interest of the NRC they may ask two (2) or more of the successful proponents to submit a fixed price proposal with the lower priced proposal being awarded that specific call-up. Under normal circumstances this practice would only be used where the anticipated fee will be above \$30,000 including tax but not including the translation estimate referred to in section 8.

After approval by the NRC Project Manager the Proponent will undertake the proposed work and prepare the appropriate documentation.

To meet the objectives of this mandate, the Proponent shall supply the resources to fulfill the requirements of each call-up, including competent personnel, office space, reference documents and data services. Throughout the work process, regular progress meetings/reports (phone/email/in-person) may be required to ensure schedules are met. This is dependent on the scope of work for the specific call-up.

All company and sub-contractor personnel will be required to obtain and maintain a security clearance by a Federal Government Department (Reliability Status) prior to accessing any NRC site.

4.2 Civil Engineering Services Description

Depending on the nature of the particular call-up, the services required of the Proponent could include some or all of the following:

- Condition inspection, assessment and reporting
- Feasibility studies
- Preparation of cost estimates
- Preparation of project schedules
- Civil design services including: landscaping works, roads, water & sewage systems, geotechnical services
- assess the sustainability and environmental impact of projects
- Code analysis
- Contract document preparation including drawings and specifications
- Tender coordination
- Site inspection
- Shop drawing review
- Technical support during construction
- Electronic “as-built” record documentation

4.3 Work Plan and Fees

The work plan for each call-up must include the following elements (where applicable):

- 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;
- When work is done on a time and material basis, a cost table including proposed hours for each classification along with current hourly rate for each classification (as listed in Annex B for the current year);
- Proposed project schedule (subject to NRC approval, and ability to arrange for NRC building managers to accompany company staff on-site, where necessary);
- Deliverables;
- Any other information as requested by the NRC Project Manager.

4.4 Post Work Evaluation

After the completion of each call-up, the NRC Project Manager will complete Appendix “E” – Post Project Rating Form, which will be shared with the proponent. As noted on the form, if certain minimum scores are not achieved the Proponent will miss its next turn in the rotation of work and may not be offered the option to renew future years of the standing offer.

4.5 Financial Limits

It is difficult to predict how often this call-up will be used by the NRC. The expected expenditure during a given year may vary from \$0-\$400,000. It is expected that the majority of call-ups will be for \$30,000 or less each however some may be up to \$100k or more.

NRC does not guarantee that any work will result from successful award of a standing offer contract. The Financial Considerations are provided for information purposes only and do not represent a financial commitment to any successful vendor as a result of the RFSO.

5. PERSONNEL REQUIREMENTS

The key project personnel shall possess knowledge based on an appropriate combination of formal education, skills, experience, and training in order to provide technically sound design documents and professional services.

5.1 Duties and Responsibilities

The duties and responsibilities of the project team classification levels are described in the following table:

CLASSIFICATION LEVEL	RESPONSIBILITIES
Principal	Act as the main client liaison for the NRC for contract delivery under the Standing Offer Agreement.
Senior Engineer	Act as the main client liaison for the NRC in the delivery and coordination of each call-up.
	Provide senior input into the project requirements. Ensure project is completed on time, on budget and within scope.
Engineer	Review all deliverables.
	Develop and implement the logistic plans to complete the work and ensuring that the schedule is met.
	Primary Design Role. Manage and co-ordinate preparation of deliverables.
Senior Engineering Technologist	Secondary Design Role.
	Majority of CADD work.
Engineering Technologist	Assist with CADD work.
Administration	Provide team with administrative support.

As part of their proposal for this RFSO the Proponent is to include a CV for each of the following personnel proposed:

- Senior Engineer
- Engineer
- Senior Engineering Technologist

Each CV is to be a maximum of 3 pages. The CV will be used as part of the Mandatory and Evaluated Criteria. Refer to Annex “A” - Technical Evaluation Criteria.

6. GENERAL REQUIREMENTS

6.1 Communication

The Proponent shall maintain communication with the NRC Project Manager throughout the duration of each call-up. The Proponent shall advise NRC of any factors that require immediate attention such as any changes to the scope of work. The Proponent shall provide to the NRC Project Manager status reports via email advising of the project status, budget updates and note any factors which may influence the schedule, budget or deliverables.

6.2 Scheduling

Following a call-up by the NRC Project Manager, the Proponent shall respond within 48 hours to confirm interest in and availability to meet the requirements of the call-up.

The Proponent shall be available for a meeting with the NRC Project Manager to review the statement of work related to the call-up within five (5) working days of the initial call-up.

The Proponent shall respond with a fee proposal, along with a proposed schedule to demonstrate that the requirements can be met from a timing perspective within ten (10) days of the initial call-up.

6.3 Site Access and Security Requirements

At the project outset, the Proponent shall immediately contact the NRC Project Manager to obtain the necessary permission to access the sites. NRC typically requires at least one (1) business day advanced notice to access the sites but given the nature of NRC’s business, additional notice may be required. Initiated by the NRC Project Manager, site access coordination may be through the NRC building coordinator.

All company and sub-contractor personnel will be required to obtain and maintain a security clearance by a Federal Government Department (Reliability Status) prior to accessing any NRC site.

6.4 Meetings

The Proponent shall attend meetings as requested by the NRC Project Manager, specific to each call-up. Personnel in attendance may include the Proponent’s senior personnel and representative(s) familiar with all technical aspects of the call-up. Required attendees are at the discretion of the NRC Project Manager and will be identified at the beginning of each call-up. At the request of the NRC Project Manager, the Proponent shall prepare minutes of the meetings and send the draft minutes to the NRC Project Manager

for review and approval prior to their dissemination for action. At the discretion of the NRC Project Manager, the Proponent may be required to maintain an action item list.

6.5 Corporate Health and Safety Policy

A detailed corporate health and safety policy shall be submitted with this RFSO. All relevant safety policies, guidelines, and emergency response actions shall be included. Adherence to the health and safety measures specified in that plan shall be mandatory for all on-site personnel and all site visitors.

6.6 Confidentiality

Information, data, photos, videos, drawings, etc. gathered as part of any call-up shall be treated as confidential and shall be made available only to NRC or as authorized in writing by the NRC Project Manager.

Any photos, videos, plans or documents provided as reference materials by NRC to the Proponent 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 Manager. All such reference materials must be returned to the NRC Project Manager at the end of each call-up.

6.7 Site Operations

The Proponent'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.

6.8 Other Requirements

Generally, the Proponent shall not directly access any of NRC's infrastructure, including utilities, during the course of any investigations without express consent from NRC personnel, and without the presence of NRC personnel.

Refer any queries about the project from the public, news media or others to the NRC Project Manager.

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

Any drawings (including as-built drawings) submitted as part of a call-up are to be submitted to the NRC Project Manager in both AutoCAD and portable document format (pdf).

Documents such as specifications are to be submitted in both their originating format (MS word preferred) and .pdf format.

7. EVALUATION PROCEDURES AND BASIS OF SELECTION

7.1 Evaluation Procedures

Proposals will be assessed in accordance with the entire requirement of the Request for Standing Offer including the technical and financial evaluation criteria. An evaluation team composed of representatives of NRC-RPPM will evaluate the proposals.

7.2 Basis of Selection

To be considered for a standing offer contract, the Proponent must:

- a) Pass all the Mandatory Requirements
- b) Score a minimum of 70 % on the Evaluated Technical Criteria

The technical evaluation (80 %) and the financial component (20 %) will be combined and the five (5) highest scores meeting a) and b) will be awarded a standing offer contract.

In the event of a tie the evaluated criteria score will be used to determine the winner. If the score remains tied, the individual item scores of the evaluated criteria will be used beginning with item #1 and moving down the list.

8. LANGUAGE OF WORK

Drawings, specifications and any other deliverables are to be provided in both English and French format for projects that are to be posted for public tender, and English only for invited tender. The NRC Project Manager may change this as they see fit. Costs associated with translation will be billed to NRC on a cost +10% basis. As it is difficult to quantify the translation costs at the beginning of a project please include, as a separate line item, an estimate of the translations costs with your call-up fee letter. Where more than one standing offer proponent is asked to submit a fixed fee proposal on the same project, the estimated translation cost will not be part of the financial evaluation for award purposes.

Appendix “B” – Technical Evaluation Criteria (include this appendix with your proposal)

MANDATORY REQUIREMENTS

At bid closing time, the Proponent must:

- a) Comply with the following Mandatory Requirements; and
- b) Provide the necessary documentation within its Technical Proposal to support compliance.

It is the responsibility of the Proponent to provide accurate and complete information to demonstrate it meets each of the mandatory requirements. Include dates, license numbers, business and other documentation as necessary to illustrate it meets the requirements.

In the table below include the page number(s) of your proposal that demonstrates you meet that specific requirement.

Any Proposal which fails to meet any of the following mandatory requirements will be considered non-compliant and will not be given further consideration. Each requirement should be addressed separately.

Item	Mandatory Requirements	Proposal Page #(s)
1	The Proponent must have a minimum of ten (10) years' experience providing Civil Engineering services. Provide a company profile and relevant history.	
2	The Proponent must supply a CV for the proposed Senior Engineer.	
3	The Proponent must supply a CV for the proposed Engineer.	
4	The Proponent must supply a CV for the proposed Senior Engineering Technologist.	
5	The Proponent must be registered as a Business in the province of Ontario.	

EVALUATED CRITERIA

Each Technical Proposal that meets all the Mandatory Requirements specified above will be evaluated and scored in accordance with the following point-rated evaluation criteria.

It is the responsibility of the Proponent to provide accurate and complete information to demonstrate how they meet each of the evaluated criteria. Include dates and specific project examples as necessary to illustrate they meet the requirements.

In the table below include the page number(s) of your proposal that demonstrates you meet that specific criterion.

Any offer which fails to score a minimum of 52.5 points (70%) will be considered non-responsive and will not be given further consideration. Each criterion should be addressed separately.

Item	Evaluated Technical Criteria	Proposal Page # (s)	Max Score
1	Demonstrated experience by the Proponent providing services within their proposed discipline. Provide 3 examples within the last 5 years with references.		15
2	Qualifications and overall experience of proposed Senior Engineer. Evaluation will include educational background, relevant experience, membership in professional associations, examples of past projects (commercial and industrial) and experience with Federal Government projects.		10
3	Qualifications and overall experience of proposed Engineer. Evaluation will include educational background, relevant experience, membership in professional associations, examples of past projects (commercial and industrial) and experience with Federal Government projects.		10
4	Qualifications and overall experience of proposed Senior Engineering Technologist. Evaluation will include educational background, relevant experience, membership in professional associations, examples of past projects (commercial and industrial) and experience with Federal Government projects.		10
5	Provide a detailed list of services that the Proponent will likely be required to perform for any resulting project under this overall requirement.		5
6	The Proponent should provide an example of a typical construction project schedule, from conception to final completion, detailing major milestones, critical path elements, and associated timelines. For the purpose of this exercise, the complete project cycle is 12 months.		5
7	Demonstrate how the Proponent proposes to respond to NRC requests for service.		5
8	Demonstrate the Proponent's knowledge and experience working within the Federal Government environment.		10
9	Provide details to demonstrate completeness of the Proponent's health and safety plan.		5
Total			75

Appendix "C" - Financial Component (include this appendix with your financial proposal)

Job Classification	Hourly Charge Rate for Year 1	Hourly Charge Rate* for Year 2	Hourly Charge Rate* for Year 3	Hourly Charge Rate* for Year 4	Hourly Charge Rate* for Year 5	Factor	weighted rate (sum of rates for each Fiscal year, multiplied by factor indicated)
Principal						10%	
Senior Engineer						20%	
Engineer						25%	
Senior Engineering Technologist						25%	
Engineering Technologist						10%	
Administrative Support						10%	
Total weighted rate							

*The hourly charge rate for each classification category may not be lower than the charge rate from the previous year.

The bidder with the lowest weighted rate will be awarded 20 points, the bidder with the highest weighted rate will be awarded 0 points**. All other bidders will be awarded points proportional to their weighted rate between the highest and lowest.

Example 1:	weighted	Points
Bidder A =	480	11.4
Bidder B =	460	17.1
Bidder C =	520	0
Bidder D =	450	20

**If the highest weighted rate is within 10% of the lowest weighted rate, the bidder with the lowest weighted rate will be awarded 20 points, the bidder with the highest weighted rate will be awarded 10 points. All other bidders will be awarded points proportional to their weighted rate between the highest and lowest.

Example 2:	Weighted Rate	Points
Bidder A =	540	10
Bidder B =	525	13.75
Bidder C =	515	16.25
Bidder D =	500	20

Appendix “D” – Team Identification Form (include this appendix with your proposal)

The Proponent’s resources shall be, or eligible to be, licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial law.

Proponent: _____

The following is a team proposed for a particular call-up, depending on the scope of the call-up and the services required to meet the deliverables of the call-up.

Key Individuals and applicable provincial professional licensing status:

Principal _____

Senior Engineer _____

Engineer _____

Senior Engineering Technologist _____

Engineering Technologist _____

Administrative Support _____

Method of translation (circle one) in-house / outside company

Name of translation company if not done in house _____

The same name may appear in more than one of the positions above provided the person named is licensed and qualified to perform the duties as described in Section 5.1 and their time will be charged at the appropriate rate submitted in Annex “B”.

Appendix "E" - Post Project Rating Form

Company _____

Item #	Criteria	Score	Reasons for scoring less than full marks
1	Did the Firm acknowledge the work request within 2 business days of call-up? Was a meeting to review scope of work held within 5 business days of call-up? Did they supply a proposal including defined scope of work, estimated cost, schedule & design team within 10 business days of call-up? Rate on a scale of 1-5. If less than 5 provide reason(s).		
2	Was the proposed schedule followed? Rate on a scale of 1-5. If less than 5 provide reason(s).		
3	Did the deliverables meet the project requirements? Rate on a scale of 1-10. If less than 10 provide reason(s).		
4	Rate the overall performance of the company on this project on a scale of 1-10. If less than 10 provide feedback for improvement of services.		
Total score (/30)			

If the total score is less than 23 the Firm will miss its next turn in the rotation.

If the total score is less than 20 the Firm will not be offered any more work during the current contract and will not be offered the option to renew future years of the standing offer.

**STANDARD INSTRUCTIONS AND CONDITIONS:
(APPLICABLE TO BID SOLICITATION)**

1. Submission of Bids

1.1 It is the Bidder's responsibility to:

- (a) send a signed original of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
- (b) direct its bid ONLY to the email address specified;
- (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

Timely and correct delivery of bids to the specified email address is the sole responsibility of the Bidder. The National Research Council Canada (NRC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.

1.2 Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. NRC may enter into contract without negotiation.

1.3 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the terms and conditions of the resulting contract.

1.4 Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by NRC in such bid solicitation.

1.5 While NRC may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.

1.6 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.

1.7 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.

1.8 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion: either continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or cancel the solicitation; or cancel and reissue the solicitation.

2. Late Bids

2.1 It is NRC policy to return, unopened, bids delivered after the stipulated bid solicitation closing date and time.

2.2 All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder. The NRC will not be held responsible for electronic bids that arrive after the due date and time due to power failure or any other electronic failure issues.

For further information, please contact the Contracting Authority identified in the bid solicitation.

EVALUATION TEAM – SCORING

Evaluate criterion based on the comparison of each submission against an absolute scale rating of 0 to 10 (10 for superior to 0 points for 'did not submit information'). Consider the following table in order for each evaluation team member to share a common understanding of the evaluation scale.

SAMPLE

NON RESPONSIVE	VERY POOR	WEAK	AVERAGE	SUPERIOR
0 points	1 – 2 point	3 – 5 points	6 – 8 points	9 – 10 points
<ul style="list-style-type: none"> ▪ Did not submit information which could be evaluated 	<ul style="list-style-type: none"> ▪ Does not meet the requirement ▪ Weaknesses can't be corrected ▪ Proponent lacks qualifications and experience ▪ Team proposed is not likely able to meet requirements ▪ Sample projects not related to this project's needs ▪ Unacceptable 	<ul style="list-style-type: none"> ▪ Lacks details ▪ Weaknesses can be corrected ▪ Proponent generally lacks qualifications and experience ▪ Team is weak – either missing component or overall experience is weak ▪ Sample projects generally not related to this project's need ▪ Little capability to meet performance requirements 	<ul style="list-style-type: none"> ▪ Satisfies requirement ▪ No significant weaknesses ▪ Proponent is qualified and experienced ▪ Team covers all components and will likely meet requirements ▪ Sample projects generally related to this project's needs ▪ Average capability, should be adequate for effective results 	<ul style="list-style-type: none"> ▪ More than satisfies requirement ▪ No apparent weaknesses ▪ Proponent is well qualified and experienced ▪ Strong team – some members have previously worked together ▪ Sample projects directly related to this project's needs ▪ Superior capability, should ensure effective results



Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

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?		<input type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



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

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? Non 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? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Non 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? No Yes
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? Non Oui
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes
 Non 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? No Yes
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets? No Yes
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? Non 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? No Yes
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? Non 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? No Yes
 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? Non Oui

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



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

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) Collin Long		Title - Titre Senior Contracting Officer	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Collin.Long@nrc-cnrc.gc.ca	Date February 15, 2021
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



0220 General Conditions

GC 1	Definitions
GC 2	Interpretations
GC 3	Successors and Assigns
GC 4	Assignment
GC 5	Administration
GC 6	Indemnification
GC 7	Notices
GC 8	Suspension
GC 9	Suspension Costs
GC 10	Termination
GC 11	Termination Costs
GC 12	Taking the Services Out of the Consultant's Hands
GC 13	Payments to the Consultant
GC 14	Delayed Payment
GC 15	Records to be Kept by the Consultant
GC 16	National or Departmental Security
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GC 1 Definitions

Average Bank Rate means the simple arithmetic mean of the *Bank Rate* in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes 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 it makes short term advances to members of the Canadian Payments Association.

NRC, Canada, Crown, Her Majesty or the Government means Her Majesty the Queen in right of *Canada*;

Construction Contract means a contract entered into between *NRC* and a *Contractor* for the construction of the Project;

Construction Contract Award Price means the price at which a *Construction Contract* is awarded to a *Contractor*;

Construction Cost Estimate means an anticipated amount for which a *Contractor* will execute the construction of the Project;

Construction Cost Limit means that portion of the total amount of Project funds which shall not be exceeded on construction of the Project;

Consultant means the party which submitted a responsive proposal which was accepted by *NRC* to perform the *Consultant Services* under the Agreement, and includes the officer or employee of the *Consultant* identified in writing by the *Consultant*;

Contracting Authority means the party identified on the front cover page to whom inquiries are to be addressed;

Contractor means a person, firm or corporation with whom *NRC* enters, or intends to enter, into a *Construction Contract*;

Cost Plan means the allocation of proposed costs among the various elements of the Project, as described in the *Project Brief or Terms of Reference*;

Days means continuous calendar days, including weekends and statutory public holidays;

NRC Representative means the officer or employee of *NRC* identified in writing by a duly authorised *NRC* officer to perform the *NRC Representative's* duties under the Agreement;

Mediation is a process of dispute resolution in which a neutral third party assists the parties involved in a dispute to negotiate their own settlement;



Payroll Cost means the actual cost of any person employed by the *Consultant* or the *Consultant's Sub-Consultants* as a staff member, including principals employed as staff members, and includes an amount for salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums, and such other employee benefits as may be approved by the *NRC Representative*;

Project Brief or Terms of Reference means a document describing in sufficient detail the *Services* to be provided by the *Consultant* to permit the *Consultant* to proceed with the *Services* and may include general project information, scope of the work, site and design data, and time plan, specifically related to the Project;

Project Schedule means a time plan, including the sequence of tasks, milestone dates and critical dates which must be met for the implementation of the planning, design and construction phases of the Project;

Service(s) means the *Consultant Services* and *Project Services* as set forth in the Agreement;

Specialist Consultant means any Architect, Professional Engineer, or other specialist, other than the *Consultant*, engaged by *NRC* directly or, at the specific request of *NRC*, engaged by the *Consultant* for "Additional Services";

Sub-Consultant means any Architect, Professional Engineer, or other specialist engaged by the *Consultant* for the *Services* included in the Agreement;

Technical Documentation includes designs, reports, photographs, physical models, surveys, drawings, specifications, computer software developed for the purpose of the Project, computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced and operating and maintenance manuals either prepared or collected for the Project.

GC 2 Interpretations

1. Words importing the singular only also include the plural, and vice versa, where the context requires;
2. Headings or notes in the Agreement shall not be deemed to be part thereof, or be taken into consideration in its interpretation;
3. "Herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Agreement as a whole and not to any particular subdivision or part thereof.

GC 3 Successors and Assigns

1. The Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their lawful heirs, executors, administrators, successors and assigns.



GC 4 Assignment

1. The Agreement shall not be assigned, in whole or in part, by the *Consultant* without the prior consent of *NRC*. After a request for assignment has been received from the *Consultant*, a decision shall be given by *NRC* to the *Consultant* in a timely manner.
2. An assignment of the Agreement without such consent shall not relieve the *Consultant* from any obligation under the Agreement, or impose any liability upon *NRC*.

GC 5 Administration

1. *NRC* shall not transfer the administration of the Agreement to another federal department or agency without giving prior notice to the *Consultant*.

GC 6 Indemnification

1. The *Consultant* shall indemnify and save harmless *NRC*, its employees and agents, from losses arising out of the errors, omissions or negligent acts of the *Consultant*, its employees and agents, in the performance of the *Services* under the Agreement.
2. The *Consultant's* liability to indemnify or reimburse *NRC* under the Agreement shall not affect or prejudice *NRC* from exercising any other rights under law.

GC 7 Notices

1. Any notice, request, direction, consent, decision, or other communication that is required to be given or made by either party pursuant to the Agreement, shall be in writing, and shall be deemed to have been effectively given when:
 - (a) served personally, on the day it is delivered;
 - (b) forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or
 - (c) forwarded by facsimile or other electronic means of transmission, one working day after it was transmitted.
2. The address of either party, or the person authorised to receive notices, may be changed by notice in the manner set out in this provision.

GC 8 Suspension

1. The *NRC Representative* may require the *Consultant* to suspend the *Services* being provided, or any part thereof, for a specified or unspecified period.



2. If a period of suspension does not exceed sixty (60) *days* and when taken together with other periods of suspension does not exceed ninety (90) *days*, the *Consultant* shall, upon the expiration of that period, resume the performance of the *Services* in accordance with the terms of the Agreement, subject to any agreed adjustment of the time schedule.
3. If a period of suspension exceeds sixty (60) *days* or when taken together with other periods of suspension, the total exceeds ninety (90) *days*, and:
 - (a) the *NRC Representative* and the *Consultant* agree that the performance of the *Services* shall be continued, then the *Consultant* shall resume performance of the *Services*, subject to any terms and conditions agreed upon by the *NRC Representative* and the *Consultant*, or
 - (b) the *NRC Representative* and the *Consultant* do not agree that the performance of the *Services* shall be continued, then the Agreement shall be terminated by notice given by *NRC* to the *Consultant*, in accordance with the terms of GC 10.
4. Suspension costs related to this clause are as outlined in GC9.

GC 9 Suspension Costs

1. During a period of suspension of the *Services* pursuant to GC 8 the *Consultant* shall minimize all costs and expenses relating to the *Services* that may occur during the suspension period.
2. Within fourteen (14) days of notice of such suspension, the *Consultant* shall submit to the *NRC Representative* a schedule of costs and expenses, if any, that the *Consultant* expects to incur during the period of suspension, and for which the *Consultant* will request reimbursement.
3. Payment shall be made to the *Consultant* for those costs and expenses that are substantiated as having been reasonably incurred during the suspension period.

GC 10 Termination

1. *NRC* may terminate the Agreement at any time, and the fees paid to the *Consultant* shall be in accordance with the relevant provisions in GC 11.

GC 11 Termination Costs

1. In the event of termination of the Agreement pursuant to GC 10, *NRC* shall pay, and the *Consultant* shall accept in full settlement, an amount based on these Terms of Payment, for *Services* satisfactorily performed, plus an amount to compensate the *Consultant* for reasonable costs and expenses, if any, that are related to the *Services* not performed and incurred after the date of termination.
2. Within fourteen (14) days of notice of such termination, the *Consultant* shall submit to the *NRC Representative* a schedule of costs and expenses incurred plus any additional costs that the *Consultant* expects to incur after the date of termination, and for which the *Consultant* will request reimbursement.
3. Payment shall be made to the *Consultant* for those costs and expenses that are substantiated as having been reasonably incurred after the date of termination.



GC 12 Taking the Services Out of the Consultant's Hands

1. *NRC* may take all or any part of the *Services* out of the *Consultant's* hands and may employ reasonable means necessary to complete such *Services* in the event that:
 - (a) the *Consultant* has become insolvent or has committed an act of bankruptcy, and has neither made a proposal to the *Consultant's* creditors nor filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, or
 - (b) the *Consultant* fails to perform any of the *Consultant's* obligations under the Agreement or, in the *NRC's* opinion, so fails to make progress as to endanger performance of the Agreement, in accordance with its terms.
2. If the *Consultant* has become insolvent or has committed an act of bankruptcy, and has either made a proposal to the *Consultant's* creditors or filed a notice of intention to make such a proposal, pursuant to the *Bankruptcy and Insolvency Act*, the *Consultant* shall immediately forward a copy of the proposal or the notice of intention to *NRC*.
3. Before the *Services* or any part thereof are taken out of the *Consultant's* hands under GC 12.1(b), the *NRC Representative* shall provide notice to the *Consultant*, and may require such failure of performance or progress to be corrected. If within fourteen (14) *days* after receipt of such notice such default shall not have been corrected or corrective action initiated to correct such fault, *NRC* may, by notice, without limiting any other right or remedy, take all or any part of the *Services* out of the *Consultant's* hands.
4. If the *Services* or any part thereof have been taken out of the *Consultant's* hands, the *Consultant* shall be liable for, and upon demand pay to *NRC*, an amount equal to all loss and damage suffered by *NRC* by reason of the non-completion of the *Services* by the *Consultant*.
5. If the *Consultant* fails to pay on demand for the loss or damage as a result of GC 12.4, *NRC* shall be entitled to deduct and withhold the same from any payments due and payable to the *Consultant*.
6. If the *Services* or any part thereof are taken out of the *Consultant's* hands as a result of GC 12.1(b) and GC 12.3, the amount referred to in GC 12.5 shall remain in the Consolidated Revenue Fund until an Agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the *Consultant* shall be paid together with interest from the due date referred to in GC 9 and in accordance with the terms of the Agreement.
7. The taking of the *Services*, or any part thereof, out of the *Consultant's* hands does not relieve or discharge the *Consultant* from any obligation under the Agreement, or imposed upon the *Consultant* by law, in respect to the *Services* or any part thereof that the *Consultant* has performed.



GC 13 Payments to the Consultant

1. The *Consultant* shall be entitled to receive progress payments at monthly or other agreed intervals, subject to the limitations of the Calculation of Fees clause herein, if applicable. Such payments shall be made not later than the due date. The due date shall be the 30th day following receipt of a properly submitted invoice.
2. The properly submitted invoice shall be an invoice delivered to the *NRC Representative* in the agreed format with sufficient detail and information to permit verification. The invoice shall also identify, as separate items:
 - (a) the amount of the progress payment being claimed for *Services* satisfactorily performed,
 - (b) the amount for any tax calculated in accordance with the applicable federal legislation, and
 - (c) the total amount which shall be the sum of the amounts referred to in GC 13.2(a) and GC 13.2(b).
3. The amount of the tax shown on the invoice shall be paid by *NRC* to the *Consultant* in addition to the amount of the progress payment for *Services* satisfactorily performed.
4. The *NRC Representative* shall notify the *Consultant* within fifteen (15) *days* after the receipt of an invoice of any error or missing information therein. Payment shall be made not later than thirty (30) *days* after receipt of the corrected invoice or the required information.
5. Upon completion of each *Service* as described elsewhere in the Agreement, provided at least one progress payment has been made, the *Consultant* shall provide a Statutory Declaration evidencing that all the *Consultant's* financial obligations for *Services* rendered to the *Consultant* or on the *Consultant's* account, in connection with the Agreement, have been satisfied, before any further payment is made.
6. Upon written notice by a *Sub-Consultant*, with whom the *Consultant* has a direct contract, of an alleged non payment to the *Sub-Consultant*, the *NRC Representative* may provide the *Sub-Consultant* with a copy of the latest approved progress payment made to the *Consultant* for the *Services*.
7. Upon the satisfactory completion of all *Services*, the amount due, less any payments already made, shall be paid to the *Consultant* not later than thirty (30) *days* after receipt of a properly submitted invoice, together with the Final Statutory Declaration in accordance with GC 13.5.

GC 14 Delayed Payment

1. Subject to GC 14.4 below, if *NRC* delays in making a payment that is due in accordance with GC 13, the *Consultant* will be entitled to receive interest on the amount that is overdue for the period of time as defined in GC 14.2 including the day previous to the date of payment. Such date of payment shall be deemed to be the date on the cheque



given for payment of the overdue amount. An amount is overdue when it is unpaid on the first day following the due date described in GC 13.1.

2. Except as provided for in GC 14.4, interest shall be paid automatically on all amounts that are not paid by the due date or fifteen (15) *days* after the *Consultant* has delivered a Statutory Declaration in accordance with GC 13.5 or GC 13.7.7, whichever is the later.
3. The rate of interest shall be the *Average Bank Rate* plus 3 percent per year on any amount which is overdue pursuant to GC 14.1.
4. With respect to amounts which are less than fifteen (15) *days* overdue, no interest shall be payable or paid if a payment is made within the said fifteen (15) *days* unless the *Consultant* so demands after such amounts have become due.

GC 15 Records to be Kept by the Consultant

1. The *Consultant* shall keep accurate time sheets and cost records and, if required for the purposes of the Agreement, shall make these documents available at reasonable times to the *NRC Representative* who may make copies and take extracts therefrom.
2. The *Consultant* shall afford facilities for audit and inspection at mutually agreeable times and at places where the relevant documents are located, and shall provide the *NRC Representative* with such information as *NRC* may from time to time require with reference to the documents referred to in GC 15.1.
3. The *Consultant* shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least two (2) years following completion of the *Services*.

GC 16 National or Departmental Security

1. If the *NRC Representative* is of the opinion that the Project is of a class or kind that involves national or departmental security, the *Consultant* may be required:
 - (a) to provide any information concerning persons employed for purposes of the Agreement unless prohibited by law;
 - (b) to remove any person from the Project and its site if that person cannot meet the prescribed security requirements; and
 - (c) to retain the Project *Technical Documentation* while in the *Consultant's* possession in a manner specified by *NRC*.
2. If the Project is of a class or kind that involves national or departmental security, the *Consultant* shall not issue, disclose, discard or use the Project *Technical Documentation* on another project without the written consent of *NRC*.



GC 17 Copyright and Reuse of Documents

1. Except as otherwise specified in the Supplementary Conditions any copyright in any and all documents which are instruments of the *Services* for this Project, and are prepared by or under the direction of the *Consultant*, shall belong to the *Consultant*.
2. *NRC* may, after consultation with the *Consultant*, reuse for another Project the documents referred to in GC 17.1, and shall pay to the *Consultant* for such reuse an appropriate fee based on current practice.

GC 18 Conflict of Interest

1. The *Consultant* declares that the *Consultant* has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the *Services*, and should such an interest be acquired during the life of the Agreement, the *Consultant* shall declare it immediately to *NRC Representative*.
2. The *Consultant* shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
3. The *Consultant* shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
4. No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from the Agreement.

GC 19 Status of Consultant

1. The *Consultant* is engaged under the Agreement as an independent *Consultant* for the sole purpose of providing *Services*.
2. Neither the *Consultant* nor any of the *Consultant's* employees shall be regarded as employees or agents of *NRC*.
3. The *Consultant*, as employer, agrees to be solely responsible for any and all payments and deductions required to be made by law, including those required for *Canada* or Quebec Pension Plans, Unemployment Insurance, Worker's Compensation, and Income Tax.

GC 20 Declaration by Consultant

1. The *Consultant* declares that:
 - (a) based on the information provided pertaining to the *Services* required under the Agreement, the *Consultant* has been provided sufficient information by the *NRC Representative* to enable the *Services* required under the Agreement to proceed



and is competent to perform the *Services* and has the necessary licenses and qualifications including the knowledge, skill and ability to perform the *Services*;

- (b) the quality of *Services* to be provided by the *Consultant* shall be consistent with generally accepted professional standards and principles.

GC 21 Insurance

21.1 General

1. The Consultant, at the Consultant's expense, shall obtain and maintain, or shall cause to be obtained and maintained, insurance contracts in respect of the *Services*, and in accordance with the requirements of this General Condition.
2. Within thirty (30) days after acceptance of the Consultant's proposal by *NRC*, the Consultant shall, unless otherwise directed in writing by the Contracting Authority, deposit with the Contracting Authority an **Insurer's Certificate of Insurance** in the form displayed in this document and, if requested by the Contracting Authority, the originals or certified true copies of all contracts of insurance maintained by or on behalf of the Consultant and the Consultant's Sub-Consultants as might be applicable pursuant to the insurance coverage requirements contained in the proposal documents. Thereafter, during and after the performance of the *Services*, the Consultant shall provide the Contracting Authority, on request, with verification satisfactory to the Contracting Authority that the required insurance coverage is in place.
3. The Consultant shall provide **annually** to the Contracting Officer an Insurer's Certificate of Insurance until the services provided by the Consultant under the contract are completed.
4. Upon **completion** of the services the Consultant shall produce certification that the insurance coverage for Professional Liability/Errors and Omissions Liability will be maintained for the period of five (5) years after the completion of services, which shall be the date of either:
 - substantial performance of the work for each construction phase; or
 - suspension or abandonment of the project
5. The provisions of these insurance coverage requirements are not intended to cover all of the Consultant's indemnification obligations. Any additional insurance coverage the Consultant may deem necessary to fulfil the Consultant's obligations shall be at the Consultant's discretion and expense.
6. The payment of monies up to the deductible amount made in satisfaction of any claim shall be at the cost of the Consultant.

21.2 Comprehensive General Liability

1. Comprehensive General Liability insurance shall be effected by the Consultant at the Consultant's expense, and maintained in force throughout the performance of the *Services*. The policy shall be in an amount usual for the nature and scope of the *Services* but, unless specified elsewhere in the proposal documents, shall have a limit of liability of not less than \$1,000,000 for any one occurrence or series of occurrences



arising out of one cause, and shall have a property damage deductible of not more than \$5,000 per occurrence. Legal or defence costs incurred in respect of a claim or claims shall not operate to decrease the limit of liability.

2. The policy shall insure *NRC*, the Consultant, and the Consultant's Sub-Consultants for the performance of the Services, and shall include but not be limited to the following coverage/provisions:
- (A) "Additional Named Insured: Canada as represented by *NRC* is named as an Additional Named Insured under any liability insurance policies for Canada's respective rights and interests under the contract for the performance of the Services."
 - (B) "Cross Liability: Any act or omission by one or another of the Insured hereunder shall not prejudice the rights or interests of any other Insured. This policy, subject to its limits of liability, shall apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each. The inclusion herein of more than one Insured shall not operate to increase the limits of the Insurers' liability."
 - (C) "Litigation Rights: It is understood and agreed that where any suit is instituted for or against *NRC* which the Insurer or Insurers would, but for this clause, have the right to pursue or defend on behalf of *NRC* as an Additional Named Insured under this insurance policy, the Insurer shall promptly contact the Attorney General of Canada to agree on the legal strategies by sending a registered letter to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice Canada,
Kent and Wellington Streets,
Ottawa, Ontario K1A 0H8

The notification must be followed, within a reasonable period, by an information copy to the Contracting Authority.

The Insurer also agrees that *NRC* reserves the right to co-defend any action brought against *NRC*. However, all expenses incurred by *NRC* to co-defend such actions would be at *NRC*'s expense."

- (D) "Notice of Cancellation or Amendments of Insurance Coverage: The Insurer agrees to give the Contracting Authority at least thirty (30) days' prior written notice of any policy cancellation or any changes in the policy coverage.

21.3 Professional Liability

1. The Consultant, at the Consultant's expense, shall effect and continuously maintain Professional Liability insurance from the commencement of performance of the Services until five (5) years after their completion. The policy shall be in an amount usual for the nature and scope of the Services but, unless specified elsewhere in the proposal documents, shall have a limit of liability of not less than \$1,000,000 per claim,



and a deductible amount of not more than \$5,000 per claim. Legal or defence costs incurred in respect of a claim or claims shall not operate to decrease the limit of liability.

2. The following clauses must be incorporated into the conditions of the Consultant's Professional Liability insurance coverage:
 - (A) "Litigation Rights: It is understood and agreed that where any suit is instituted for or against *NRC* which the Insurer, or Insurers would, but for this clause, have the right to pursue or defend on behalf of *NRC* under this insurance policy, the Insurer shall promptly contact the Attorney General of Canada to agree on the legal strategies by sending a registered letter to:

Senior General Counsel
Civil Litigation Section
Department of Justice
Kent and Wellington Streets
Ottawa, Ontario K1A 0H8

The notification must be followed, within a reasonable period, by an information copy to the Contracting Authority.

The Insurer also agrees that *NRC* reserves the right to co-defend any action brought against *NRC*. However, all expenses incurred by *NRC* to co-defend such actions would be at *NRC*'s expense."
 - (B) "Notice of Cancellation or Amendments of Insurance Coverage: The Insurer agrees to give the Contracting Authority at least thirty (30) days' prior written notice of any policy cancellation or any changes in the policy coverage."
 - (C) "The Insurer shall continue to provide the required insured coverage for Professional Liability for a period of five (5) years following completion of the Services and shall, upon the completion of the Services by the Consultant, provide the Consultant with certification of that undertaking in a form satisfactory to *NRC*."
3. Forthwith upon receipt of the Insurer's certification referred to in clause 17.1 paragraph 4, the Consultant shall deposit it with the Contracting Authority.

GC 22 Resolution of Disagreements

1. In the event of a disagreement regarding any aspect of the *Services* or any instructions given under the Agreement:
 - (a) the *Consultant* may give a notice of disagreement to the *NRC Representative*. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Agreement;



- (b) the *Consultant* shall continue to perform the *Services* in accordance with the instructions of the *NRC Representative*; and
 - (c) the *Consultant* and the *NRC Representative* shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the *Consultant's* project representative and the *NRC Representative* and, secondly and if necessary, at the level of a principal of the *Consultant* firm and a senior *NRC* manager.
2. The *Consultant's* continued performance of the *Services* in accordance with the instructions of the *NRC Representative* shall not jeopardize the legal position of the *Consultant* in any disagreement.
3. If it was subsequently agreed or determined that the instructions given were in error or contrary to the Agreement, *NRC* shall pay the *Consultant* those fees the *Consultant* shall have earned as a result of the change(s) in the *Services* provided, together with those reasonable disbursements arising from the change(s) and which have been authorised by the *NRC Representative*.
4. The fees mentioned in GC 22.3 shall be calculated in accordance with the Terms of Payment set out in the Agreement.
5. If the disagreement is not settled, the *Consultant* may make a request to the *NRC Representative* for a written *NRC* decision and the *NRC Representative* shall give notice of the *NRC* decision within fourteen (14) *days* of receiving the request, setting out the particulars of the response and any relevant clauses of the Agreement.
6. Within fourteen (14) *days* of receipt of the written *NRC* decision, the *Consultant* shall notify the *NRC Representative* if the *Consultant* accepts or rejects the decision.
7. If the *Consultant* rejects the *NRC* decision, the *Consultant*, by notice may refer the disagreement to *Mediation*.
8. If the disagreement is referred to *Mediation*, the *Mediation* shall be conducted with the assistance of a skilled and experienced mediator chosen by the *Consultant* from a list of mediators proposed by *NRC*, and *NRC Mediation* procedures shall be used unless the parties agree otherwise.
9. Negotiations conducted under the Agreement, including those conducted during *Mediation*, shall be without prejudice.

GC 23 Members of House of Commons

1. No member of the House of Commons shall be admitted to any share or part of the Agreement, or to any benefit that may arise therefrom.



GC 24 Amendments

1. The Agreement may not be amended, or modified, nor shall any of its terms and conditions be waived, except by Agreement in writing executed by both parties.

GC 25 Entire Agreement

1. The Agreement constitutes the entire arrangement between the parties with respect to the subject matter of the Agreement, and supersedes all previous negotiations, communications and other arrangements relating to it, unless incorporated by reference herein.

GC 26 Lobbyist Certification - Contingency Fees

1. The *Consultant* certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of the Agreement to any person other than an employee acting in the normal course of the employee's duties.
2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Agreement shall be subject to the accounts and audit provisions of the Agreement.
3. If the *Consultant* certifies falsely under this section or is in default of the obligations contained therein, *NRC* may either take the work out of the *Consultant's* hands in accordance with the conditions of the Agreement or recover from the *Consultant* by way of reduction to the Basic Fee or otherwise the full amount of the contingency fee.

4. In this clause,

"**Contingency fee**" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Agreement or negotiating the whole or any part of its term.

"**Employee**" means a person with whom the *Consultant* has an employer/employee relationship.

"**Person**" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act*, R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

GC 27 Non-discrimination in Hiring and Employment Practices

1. For the purpose of this General Condition, "person" includes the *Consultant*, the *Consultant's Sub-Consultants* and other firms forming the *Consultant* team, and their



- respective employees, agents, licensees or invitees, and any other individual involved in the performance of the work.
2. The *Consultant* shall not refuse to employ and will not discriminate in any manner against any person because
 - (a) of that person's race, national origin, colour, religion, age, sex or marital status,
 - (b) of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person, or
 - (c) a complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the *Consultant* to comply with GC 27.2(a) and GC 27.2(b) above.
 3. Within two (2) working days immediately following receipt of a written complaint pursuant to GC 27.2 above, the *Consultant* shall
 - (a) cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint; and
 - (b) forward a copy of the complaint to the *NRC Representative* by registered mail.
 4. Within twenty four (24) hours immediately following receipt of a direction from the *NRC Representative* to do so, the *Consultant* shall cause to have removed from the *Consultant* team any person or persons whom the *NRC Representative* believes to be in breach of the provisions of GC 27.2 above.
 5. No later than thirty (30) days after receipt of the direction referred to in GC 27.4 above, the *Consultant* shall cause the necessary action to be commenced to remedy the breach described in the direction.
 6. If a direction is issued pursuant to GC 27.4 above, *NRC* may withhold from monies that are due and payable to the *Consultant* an amount representing the sum of the costs and payment referred to in GC 27.8 and GC 27.9 below.
 7. If the *Consultant* fails to proceed in accordance with GC 27.6 above, the *NRC Representative* shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred as a result by *NRC*.
 8. *NRC* may make a payment directly to the complainant from monies that are due and payable to the *Consultant* upon receipt from the complainant of:
 - (a) a written award issued pursuant to the federal *Commercial Arbitration Act*, R.S., 1985, c. C-34.6; or
 - (b) a written award issued pursuant to the *Canadian Human Rights Act*, R.S., 1985, c.H-6; or
 - (c) a written award issued pursuant to provincial or territorial human rights legislation; or



- (d) a judgement issued by a court of competent jurisdiction.
9. The *Consultant* shall be liable for and upon demand shall pay to *NRC* the supplementary costs referred to in GC 27.8. If the *Consultant* fails to make payment on demand, *NRC* may deduct the same from any amount due and payable to the *Consultant*.
 10. A payment made pursuant to GC 27.8 is, to the extent of the payment, a discharge of *NRC*'s liability to the *Consultant* under the terms of the Agreement and may be deducted from any amount due and payable to the *Consultant*.
 11. If the *NRC Representative* is of the opinion that the *Consultant* has breached any of the provisions of this General Condition, *NRC* may take the work out of the *Consultant*'s hands pursuant to GC 10.
 12. The *Consultant* shall ensure that the provisions of this General Condition are included in all agreements and contractual arrangements entered into as a consequence of this work.

GC 28 Changes in Taxes and Duties

1. In the event of any change (including a new imposition or repeal), on or after the date of submission of the proposal, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales or excise tax legislation of the Government of Canada and which affects the cost to the *Consultant* of the Services, the amount payable to the *Consultant* shall be adjusted to reflect the increase or decrease in the cost to the *Consultant*.
2. There shall be no adjustment under paragraph 1 in respect of any change that would increase the cost to the *Consultant* of the Services if public notice of the change was given before the proposal submission date in sufficient detail to permit the *Consultant* to have calculated the effect on the *Consultant*'s cost before that date.
3. The *Consultant* shall forward to *NRC* a certified statement showing the increase or decrease in cost to the *Consultant* that is directly attributable to the change in the imposition. *NRC* or the *NRC Representative* may verify the increase or decrease in cost by audit.

GC 29 Ad Valorem Sales Tax

1. Federal government departments and agencies are not required to pay any ad valorem sales tax levied by the province in which the taxable goods or services are delivered. This exemption is provided to federal government departments and agencies under the authority of the following:
 - (a) Provincial Sales Tax Exemption Licence Numbers, for the provinces of:

Prince Edward Island	OP-10000-250
Ontario	11708174G
Manitoba	390-516-0
British Columbia	005521



- (b) An Exemption Certification, for Quebec, Saskatchewan, the Yukon Territory, and the Northwest Territories, which certifies that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the federal government with Canada funds, and are therefore not subject to provincial/territorial sales and consumption taxes.
2. Currently, in Alberta, Saskatchewan, the Yukon Territory, and the Northwest Territories, provincial sales taxes do not apply to goods or services delivered to the federal government.
3. The Consultant is not exempt from paying provincial sales tax under the above Exemption Licence Numbers or Exemption Certification. The Consultant is required to pay Provincial Sales Tax on taxable goods or services used or consumed in the performance of the Contract (as per appropriate provincial legislation), including material incorporated into real property.

GC 30 Tax Withholding of 15 Percent

1. If the Consultant is a non-resident contractor as defined in the *Income Tax Act*, the Consultant acknowledges and agrees that, pursuant to the provisions of that Act, *NRC* is empowered to withhold an amount of 15 percent of the price to be paid to the Consultant for services performed in Canada. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

GC 31 Changes in the Consultant Team

1. Should an entity or person named in the Consultant's proposal as an entity or person who is to perform the Services or part of the Services be unable to perform or complete Services as described in the proposal, the Consultant shall obtain the concurrence of the *NRC Representative* prior to performing or completing the Services, or entering into an agreement with another entity or person to perform or complete the Services, such concurrence not to be unreasonably withheld.
2. In seeking to obtain the concurrence of the *NRC Representative* referred to in paragraph 1, the Consultant shall provide notice in writing to the *NRC Representative* containing:
 - (a) the reason for the inability of the entity or person to perform the Services;
 - (b) the name, qualifications and experience of the proposed replacement entity or person, and
 - (c) if applicable, proof that the entity or person has the required security clearance granted by *NRC*.
3. The Consultant shall not, in any event, allow performance of any part of the Services by unauthorized replacement entities or persons, and acceptance of a replacement entity or person by the *NRC Representative* shall not relieve the Consultant from responsibility to perform the Services.



4. *NRC* may order the removal from the Consultant Team of any unauthorised replacement entity or person and the Consultant shall immediately remove the entity or person from the performance of the Services and shall, in accordance with paragraphs 1) and 2), secure a further replacement.

5. The fact that *NRC* does not order the removal of a replacement entity or person from the performance of the Services shall not relieve the Consultant from the Consultant's responsibility to meet all the Consultant's obligations in the performance of the Services.

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Integrity Declaration Form

An Integrity Declaration Form must be submitted **only** when:

1. the supplier, one of its affiliates¹ or a proposed first-tier subcontractor² has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the [Ineligibility and Suspension Policy](#) (the "Policy"); and/or
2. the supplier is unable to provide any of the certifications required by the [Integrity Clauses](#).

Instructions for Submitting an Integrity Declaration Form

1. Please complete the Integrity Declaration Form by providing the information requested in the table, below. Put the completed Form in a sealed envelope labeled, "Protected B," and addressed to:

Integrity, Departmental Oversight Branch
Public Services and Procurement Canada
11 Laurier Street, Place du Portage, Phase III, Tower A, 10A1 – room 105
Gatineau (Québec), Canada K1A 0S5

2. Include the sealed envelope with your bid submission, offer or lease.

¹ Please refer to the Policy for the definition of affiliate. An affiliate of a business entity includes persons, such as the senior officers of the business entity, and associated entities such as parent companies and subsidiaries.

² The term "first-tier subcontractor" is defined in section 16(a) of the Policy. A proposed first-tier subcontractor is a first-tier subcontractor that is identified by name in a bid submission, offer, lease, etc. by a supplier in a procurement process or real property transaction.

SECTION 1: SUPPLIER INFORMATION

Supplier's legal name:	
Supplier's address:	
Supplier's procurement business number (PBN):	
Lease or solicitation number:	
Date of bid, offer submission date or closing date of Invitation to Offer: (YYYY-MM-DD)	

SECTION 2: FOREIGN CRIMINAL OFFENCES

If applicable, please provide a complete list of all foreign criminal charges and convictions received in the past three years, pertaining to yourself, your affiliates and your proposed first-tier subcontractors that, to the best of your knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions received in the past three years, including the information below, in a separate document under the heading **Foreign Criminal Offences**, to be included with this Form.

Name of party with charge or conviction	
Relationship of party to supplier	
Foreign country and jurisdiction where charge/conviction occurred	
Specify whether charge or conviction	
Section number and law under which charge/conviction occurred	
Date of charge/conviction (YYYY-MM-DD)	
Domestic offence that may be similar	
Additional Comments:	

Additional charges/convictions are identified in a separate document included with this Form:

Yes No **SECTION 3: INABILITY TO PROVIDE A CERTIFICATE****A. INABILITY TO CERTIFY AS TO FOREIGN CRIMINAL CHARGES AND CONVICTIONS**

If you are unable to certify that you have provided the required list of all foreign criminal charges and convictions received in the past three years, you must explain why. The explanation should be provided in a separate document under the heading Inability to Certify as to Foreign Criminal Charges and Convictions, to be included with this Form. PWGSC may request additional information from you.

An explanation regarding foreign criminal charges and convictions received in the past three years is provided in a separate document included with this Form: Yes No

B. INABILITY TO CERTIFY AS TO DOMESTIC CRIMINAL OFFENCES AND OTHER CIRCUMSTANCES

If a criminal offence or other circumstance described in the Policy applies to you, one of your affiliates or a proposed first-tier subcontractor, you must identify that offence or circumstance, below. By marking a box beside an offence, you are acknowledging that the identified party, be it you, an affiliate or a first-tier subcontractor, has been charged with, convicted of or pleaded guilty to, that offence in the past three years. In the row titled Comments, you must identify the affected party by name and specify how the particular offence you have identified applies to the named party.

Offence	Supplier	Affiliate	Subcontractor
<i>Financial Administration Act</i>			
80(1)(d): False entry, certificate or return	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
80(2): Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
154.01: Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Criminal Code</i>			
121: Frauds on the government and contractor subscribing to election fund	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
124: Selling or purchasing office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
380: Fraud – committed against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
418: Selling defective stores to Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Criminal Code</i>			
119: Bribery of judicial officers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
120: Bribery of officers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
346: Extortion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
366: Forgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

367:	Punishment for forgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
368:	Use, trafficking or possession of a forged document	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
382:	Fraudulent manipulation of stock exchange transactions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
382.1:	Prohibited insider trading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
397:	Falsification of books and documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
422:	Criminal breach of contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
426:	Secret commissions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
462.31:	Laundering proceeds of crime	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
467.11:	Participation in activities of criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
467.12:	Commission of offence for criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
467.13:	Instructing commission of offence for criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Competition Act				
45:	Conspiracies, agreements or arrangements between competitors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46:	Foreign directives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47:	Bid rigging	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49:	Agreements or arrangements of federal financial institutions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
52:	False or misleading representation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
53:	Deceptive notice of winning a prize	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Corruption of Foreign Public Officials Act				
3:	Bribing a foreign public official	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4:	Accounting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5:	Offence committed outside Canada	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Controlled Drugs and Substances Act				
5:	Trafficking in substance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6:	Importing and exporting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7:	Production of substance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lobbying Act				
Registration of Lobbyists				
5:	Consultant Lobbyists	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7:	In-house Lobbyists (Corporations and Organizations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Income Tax Act				

239: False or deceptive statements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Excise Tax Act 327: False or deceptive statements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Circumstances (Specify):			
Comments:			

C. INABILITY TO CERTIFY AS TO A DETERMINATION OF INELIGIBILITY OR SUSPENSION

If you are aware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor, you should explain the circumstances of your participation in the competitive process. With respect to an ineligible or suspended subcontractor, then you should include a copy of the written consent to propose the ineligible or suspended subcontractor.

If you are otherwise unable to certify that you are unaware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor you must explain why.

All required explanations should be provided in a separate document under the heading Inability to Certify as to a Determination of Ineligibility or Suspension, to be included with this Form. PWGSC may request additional information from the supplier.

An explanation regarding a determination of ineligibility or suspension is provided in a separate document included with this Form: Yes No

Declaration

I, (name) _____, (position) _____, of (supplier's name) _____ declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that a false or misleading certification or declaration will result in my proposal or offer being deemed non-responsive. I am also aware that Canada may terminate a contract or real property agreement for default when a supplier has provided a false or

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misleading certification or declaration and, further to the Policy, the supplier will be ineligible for award of a contract or real property agreement for 10 years.

Signature

With Thanks

We appreciate your interest in doing business with the Government of Canada and your understanding of the additional steps that must be taken to protect the integrity of Canada's procurement and real property processes.

Guidance Document for the Declaration Form

This Integrity Declaration Form (the “Form”) is for use by bidders in procurement processes and by vendors, purchasers, tenants and lessors in real property transactions. In this Form, the term “supplier” includes bidders, vendors, purchasers, tenants and lessors. The term “party” is used in this Form to include suppliers, affiliates and first-tier subcontractors.

The Integrity Clauses contained in instruments involved in procurement processes and real property transactions (the “Integrity Clauses”) require a supplier to submit an Integrity Declaration Form in two circumstances:

1. when the supplier, one of its affiliates³ or a proposed first-tier subcontractor⁴ has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the listed offences in the *Ineligibility and Suspension Policy* (the “Policy”); and
2. when the supplier is unable to provide any of the certifications required by the Integrity Clauses.

An Integrity Declaration Form must be submitted only when one or both of these circumstances apply to the supplier. When no Form is submitted, it will be understood to mean that neither of these two circumstances apply to the supplier.

A supplier that provides a false or misleading certification or declaration will have its proposal or offer deemed non-responsive. Canada may also terminate a contract or real property agreement for default in such circumstances. Moreover, further to the Policy, a supplier will be ineligible for award of a contract or real property agreement for 10 years.

1. Foreign Criminal Offences

The Policy provides, among other things, that a supplier may be ineligible for award of a contract or real property agreement when the supplier or one of its affiliates has, in the past three years, been convicted of an offence listed in the Policy or of a similar offence in a foreign jurisdiction. The Integrity Clauses require a supplier to provide a complete list of all foreign criminal charges and convictions, received in the past three years, pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The domestic offences listed in the Policy, including their section numbers, are identified in section B of this form, under the heading **Inability to Certify as to Domestic Criminal Offences and Other Circumstances**. PWGSC determines whether a foreign offence and

³ Please refer to the Policy for the definition of affiliate. An affiliate of a business entity includes persons, such as the senior officers of the business entity, and associated entities such as parent companies and subsidiaries.

⁴ The term “first-tier subcontractor” is defined in section 16(a) of the Policy. A proposed first-tier subcontractor is a first-tier subcontractor that is identified by name in a bid submission, offer, lease, etc. by a supplier in a procurement process or real property transaction.

an offence listed in the Policy are similar. PWGSC may seek additional information from a supplier for purposes of making this determination.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions, including all necessary information, in a separate document under the heading **Foreign Criminal Offences**, to be included with this Form.

2. Inability to Provide a Certificate

The Integrity Clauses provide that, by submitting a bid or offer, a supplier is certifying to the truth of six statements. Generally speaking, a supplier is certifying that:

1. it has read and understands the Policy, including that it may be declared ineligible to enter into a contract or real property agreement with Canada in certain circumstances;
2. none of those circumstances that will or may result in the supplier being ineligible to enter, or suspended from entering, a contract or real property agreement apply to it; and
3. it has provide a complete list of all foreign criminal charges and convictions received in the past three years, pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the domestic offences listed in the Policy.

When a supplier is unable to provide any of the six certifications required by the Integrity Clauses, it must complete and submit this Form with its bid or offer.

A. Inability to Certify as to Foreign Criminal Charges and Convictions

As noted above, the Integrity Clauses require a supplier to provide a complete list of all foreign criminal charges and convictions, received in the past three years, pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The complete list of foreign criminal charges and convictions, if any, must be submitted using this Form. By submitting a bid or offer, a supplier is certifying that it has provided a complete list of all such foreign criminal charges and convictions, if any.

If a supplier is unable to certify that it has provided the required list of all foreign criminal charges and convictions received in the past three years, it must explain why. The explanation should be provided in a separate document under the heading **Inability to Certify as to Foreign Criminal Charges and Convictions**, to be included with this Form. PWGSC may request additional information from the supplier.

B. Inability to Certify as to Domestic Criminal Offences and Other Circumstances

The Integrity Clauses require a supplier to certify that, in the past three years, none of the domestic criminal offences listed in sections 6(a) to (c) of the Policy, as identified in section 3.B of this form, and other circumstances described in the Policy, that will or may result in a determination of ineligibility or suspension, apply to it, one of its affiliates or a proposed first-tier subcontractor. A criminal offence applies to a party where the party has been charged with, convicted of or pleaded guilty to, the offence in the past three years and has not received a pardon for the offence.⁵ Other circumstances identified in the Policy that will or may result in ineligibility or suspension include entering into a first-tier subcontract with an ineligible or suspended supplier [Policy, s. 6(d)], providing a false or misleading certification or declaration [Policy, s. 6(e)] and breaching a term or condition of an Administrative Agreement with PWGSC [Policy, s. 7(c)].

When a criminal offence or other circumstance described in the Policy, occurring in the past three years, applies to a supplier, one of its affiliates or a proposed first-tier subcontractor, the supplier must identify that offence or circumstance. By marking a box beside an offence, a supplier is acknowledging that in the past three years, the identified party, be it the supplier, an affiliate or a first-tier subcontractor, has been charged with, convicted of or pleaded guilty to, that offence. In the row titled Comments, the supplier must identify the affected party by name and specify how the particular offence it has identified applies to the named party.

C. Inability to Certify as to a Determination of Ineligibility or Suspension

The Integrity Clauses require a supplier to certify that it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it, one of its affiliates or a proposed first-tier subcontractor. The process for determining the status of a party under the Policy is described in section 16(b) of the Policy. When a supplier is unable to provide this certification, it must complete this Form.

Under section 15 of the Policy, titled Public Interest Exception (“PIE”), a contracting authority may enter into a contract or real property agreement with an ineligible or suspended supplier in narrow circumstances if the relevant Deputy Head or equivalent considers that doing so is in the public interest. Subject to receiving a PIE, an ineligible or suspended supplier that participates in a competitive solicitation or real property transaction will be declared non-responsive [Policy, s. 13(c)]. A supplier seeking a PIE in a competitive process would be unable to certify as to the absence of a determination with respect to itself.

Similarly, under section 16(e) of the Policy, a supplier may seek, in advance, the written consent of the relevant Deputy Head or equivalent to propose an ineligible or suspended first-tier subcontractor in a competitive process. Such request should be made through the named contracting or real property authority. A supplier that has obtained, in advance, written consent to use an ineligible or suspended first-tier subcontractor would

⁵ See, Policy, section 8, for information on pardons. A pardon would apply only to a conviction.

be unable to certify as to the absence of a determination with respect to the subcontractor.

It should be noted, however, that a Deputy Head or equivalent cannot provide consent to contract with a supplier that has lost its capacity to contract with Canada, further to subsection 750(3) of the *Criminal Code*. Similarly, consent cannot be provided for a supplier to enter into a first-tier subcontract with a subcontractor that has lost its capacity to receive any benefit under a contract between Canada and any other person, further to subsection 750(3) of the *Criminal Code*.

When a supplier is aware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it should explain the circumstances of its participation in the competitive process. If the supplier is seeking a PIE, it should explain why it is in the public interest to be awarded the contract. With respect to an ineligible or suspended subcontractor, the supplier should include a copy of the written consent to propose the ineligible or suspended subcontractor.

When a supplier is otherwise unable to certify that it is unaware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it must explain why.

All required explanations should be provided in a separate document under the heading **Inability to Certify as to a Determination of Ineligibility or Suspension**, to be included with this Form. PWGSC may request additional information from the supplier.