

# REQUEST FOR STANDING OFFER DEMANDE D'OFFRE PERMANENTE

# RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

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

Conseil national de recherches Canada Direction des services financiers et d'approvisionnement 1200, chemin de Montréal, Édifice M-58 Ottawa (Ontario) K1A 0R6

Proposal To:

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

Proposition aux:

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



#### Title/Sujet CANADA-WIDE EFFLUENT MONITORING SERVICES

Solicitation No./N. de l'invitation <b>21-58098</b>	Date February 14, 2022
Solicitation Closes/L'invitation prend fin at/à 14 :00 on/le Friday, March 11, 2022	Time Zone/Fuseau Horaire EST

Address Enquiries To/Adresser demandes de renseignements à :

# Philippe G. Cléroux – philippe.cleroux@nrc-cnrc.gc.ca

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address	
Raison sociale et adresse du four	nisseur/de l'entrepreneur
Telephone No./N. de telephone	
Facsimile No./N. de télécopieur	
Name and title of person authorize	ed to sign on behalf of Vendor/Firm (type or print)
Nom et titre de la personne autoris	sé 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 one electronic Technical Proposal and one electronic Financial Proposal in two separate attachments to fulfil the following requirement forming part of this Request for Standing Offer. One attachment must be clearly marked 'Technical Proposal' and the other attachment must be marked 'Financial Proposal'. All financial information **must** be fully contained in the Financial Proposal, and only in the Financial Proposal. Vendors who provide financial information in the technical proposal will be disqualified. **All proposals should include the front page of this RFSO duly completed.**
- 1.2 The purpose of the Request for Standing Offer (RFSO) is to retain one (1) or more suppliers on an "as required basis" for Canada-wide Effluent Monitoring Services. Once the vendor(s) have been evaluated and awarded standing offer(s) as a result of this RFSO, NRC intends to choose, at its sole discretion, the vendor(s) that will undertake these professional services on a "case per case" basis.

# 2.0 SCOPE OF WORK

- 2.1 This is a Request for a Standing Offer to provide Implementation of Hazardous Energy Control Systems at the National Research Council (NRC) at various locations across Canada on an "as required basis" in accordance with the detailed Statement of Work attached as **Appendix "A".** NRC reserves the right to award one or more Standing Offers.
- 2.2 For any Standing Offer issued as a result of this invitation, it is understood and agreed that:
  - a) a contractual obligation will come into force only if there is an authorized Call-Up Against a Standing Offer (NRC Form 769) and only to the extent designated in the Call-Up;
  - b) a Standing Offer does not oblige the Designated User to authorize or order any goods/services whatsoever or to spend the estimated expenditure or any monies whatsoever; and
  - c) the NRC's liability under a Standing Offer shall be limited to the actual amount of goods/services "Called-Up" within the period specified.
- 2.3 The terms and conditions as set out herein will form part of the Standing Offer Agreement and will be incorporated into and form part of any and all authorized "Call-Up(s) Against a Standing Offer".
- 2.4 It is expected that one or more Standing Offer Agreements will be established as a result of this Request for Standing Offers. The potential value of the scope of services is expected to range from \$300,000.00 to \$500,000.00 on an annual basis. The annual expenditures are an estimate only and can be more or less and should not invalidate the financial proposal submitted as part of this process.
- 2.5 The Call-up procedures requires that when a requirement is identified, NRC will approach one of the offeror of its choice. NRC reserves the right to select, at its sole discretion, the offeror that can best serve the search requirements of the position(s). If the offeror does not respond within 2 working days of the request or is unable to meet the requirement, the contracting authority will select another offeror under the same basis.

If any of the offerors retained as part of this RFSO is unable to meet the requirements of the requested search services, NRC reserves the right to go outside of this Standing Offer to fulfil its need.

2.6 NRC reserves the right to accelerate or slow down the work schedule based on the availability of financial resources to complete the work.

- 2.7 NRC reserves the right to waive minor non-compliances at its sole discretion.
- 2.8 NRC reserves the right to extend the services of the successful standing offer holders beyond the scope of this request for standing offer, at its sole discretion.

## 3.0 PERIOD OF CONTRACT

3.1 The period of this Contract will commence upon contract award up to March 31, 2023 with an option to renew at NRC's discretion for an additional 5 year terms if required, subject to satisfactory performance. NRC is not obliged to exercise any of the options years.

## 4.0 ENQUIRIES

4.1 If you require clarification regarding any aspect of this RFSO, address all queries to the Contracting Authority, identified below. All queries must be in writing **by e-mail**. Information received verbally will not be binding upon the NRC.

#### Philippe G. Cléroux

Email: Philippe.cleroux@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
- 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 <u>received</u> electronically no later than 14:00 EST (according to NRC's Server Time), Friday March 11, 2022, to the following **Contracting Authority**:

Philippe G. Cléroux philippe.cleroux@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 <u>received after</u> the due date and time due to power failure or any other electronic failure issues.
- 5.3 Bidders must adhere to the COVID-19 Vaccination Policy for Supplier Personnel. In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation (refer to Appendix "F"), to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

- 5.4 Bid submissions <u>must</u> be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) attached as **Appendix "C"**.
- 5.5 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.
- 5.6 All submitted proposals become the property NRC.

## 6.0 COST PROPOSAL

6.1 Costs: The bid submission must include cost of implementation of hazardous energy control systems or an hourly rate. If the hourly rate varies by region, please provide the rate for every personnel type.

Travel Costs: If pricing above does not reflect associated travel costs, the service provider will identify them separately.

- 6.2 GOODS AND SERVICES TAX (GST) and HARMONIZED SALES TAX (HST): The GST and HST, whichever is applicable, shall be considered an applicable tax for the purposes of this RFP and extra to the price herein. The amount of GST or HST shall be disclosed and shown as a separate item.
- 6.3 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.

## 7.0 CONDITIONS OF SUBMISSION

- 7.1 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.
- 7.2 The method of selection on the basis of lowest price compliant bidder.
- 7.3 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFP.
- 7.4 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".

7.5 Any contract resulting from this invitation will be subject to the General Conditions 2010C (Copy attached as **Appendix "B**") and any other special conditions that may apply.

# 8.0 <u>CONFIDENTIALITY</u>

8.1 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.

# 9.0 SECURITY LEVEL

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

## 10.0 CRIMINAL CODE OF CANADA

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

# ADDITIONAL CONTRACT CLAUSES

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

### 11.0 <u>T4-A SUPPLEMENTARY SLIPS</u>

11.1 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.

# 12.0 GOVERNMENT SMOKING POLICY

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

## 13.0 ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT

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

#### 14.0 GENERAL CONDITIONS

14.1 The General Conditions 2010C entitled "General Conditions – Medium Complexity" and attached as **Appendix "B"** form part of this Contract.

#### 15.0 ADDITIONAL WORK

15.1 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.

## 16.0 NON-PERMANENT RESIDENT (FOREIGN COMPANY)

16.1 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.

## 17.0 NON-PERMANENT RESIDENT (CANADIAN COMPANY)

17.1 The Contractor is responsible for compliance with the immigration requirements applicable to nonpermanent 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.

## 18.0 LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS

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

### 19.0 FORMER PUBLIC SERVANT

- 19.1 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.
- 19.2 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, R.S., 1985, 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.

#### 19.3 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.
- 19.4 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.
- 19.5 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?  $\textbf{Yes}(\ )$   $\textbf{No}(\ )$ 

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

## 20.0 LICENSING

20.1 The Contractor must obtain and maintain all permits, licences and certificates of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The Contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor shall provide a copy of any such permit, licence or certificate to Canada.

### 21.0 SITE REGULATIONS

21.1 The Contractor undertakes and agrees to comply with all standing orders or other 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 fire.

#### 22.0 SAFETY REGULATIONS AND LABOUR CODES

22.1 The Contractor must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the work is to be performed.

#### 23.0 BID CHALLENGE AND RECOURSE MECHANISMS

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse</u> <u>Mechanisms</u>" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

# 24.0 ENVIRONMENTAL CONSIDERATIONS

- 24.1 Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement <u>https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573</u>, 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 ecolabel.
  - 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: <u>https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/index-eng.html</u> <u>https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/rle-glr-eng.html</u>

# 25.0 INTEGRITY PROVISIONS

- 25.1 By responding to this RFSO, the Proponent is subject to the integrity provisions contained in the following documents:
  - The Government of Canada's Integrity Provision
  - Ineligibility and Suspension Policy (the "Policy") in effect on the date the bid solicitation is issued
  - all related Directives related to the above policy in effect on that date
- 25.2 These documents are incorporated by reference and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives at the following link:

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditionsmanual/1/2003/21

- 25.3 In addition to all other information required in the procurement process, the Supplier **must** provide the following:
  - Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
  - Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

SURNAME	<u>GIVEN NAME(S)</u>	<u>TITLE</u>

## 26.0 ATTACHMENTS

Appendix "A" – Detailed Statement of Work, Evaluation Criteria and Pricing Table

- Appendix "B" General Conditions 2010C
- Appendix "C" Standard Instructions and Conditions (Applicable to Bid Solicitation) dated 2001/02/01

Appendix "D" – Security Requirement Checklist (SRCL)

Appendix "E" – Integrity Forms

Appendix "F" – COVID-19 Vaccination Policy for Supplier Personnel

## Statement of Work

National Research Council of Canada - Canada-wide Effluent Monitoring Services

# **1. Introduction**

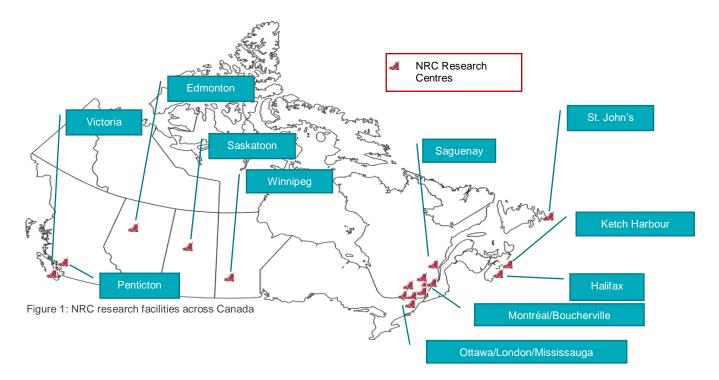
As part of NRC's wastewater program, NRC would like to retain consulting services for wastewater sampling, analysis and management at its facilities located across Canada to ensure compliance with the applicable Federal, Provincial and municipal By-Laws and regulations on an "as and when requested" basis.

# 2. Background

# 2.1. Organizational overview

The National Research Council (NRC) is Canada's largest federal research and development organization. It is composed of 14 research centres and several corporate branches, spanning a wide variety of disciplines. In general, each research centre specializes in a different scientific discipline, with its staff and research programs being administered by a Director General.

These research centres are located all across Canada (Figure 1) with 50 percent of the research centres being accommodated within the National Capital Region. Environmental management support is administered by the Health, Safety and Environment (HSE) Branch and property management services is provided by the Real Property Planning and Management (RPPM) Branch of the Corporate Services Division of NRC.



Please refer to the NRC web site for detailed information on NRC's research centre activities. <u>http://www.nrc-cnrc.gc.ca/eng/solutions/facilities/index.html</u>

# 2.2. Site Description

NRC operates multiple research facilities at 23 major sites across Canada. NRC owns and manages 50 percent of these sites and operates under land and/or building lease agreements at the remainder of these sites. Activities at NRC properties primarily relates to research or business development.

Each site has a dedicated local HSE Advisor who represents the HSE branch and is responsible for client services at the site level. Local site operations supervisors who represent RPPM are responsible for the site maintenance activities and tenant management. Tenants are generally private companies leasing laboratory spaces from NRC.

The site operations supervisor and/or the HSE Advisor typically escorts the consultant throughout the site during sampling activities.

Below is a description of each site as part of this scope of work that require sampling. Other sites within NRC's portfolio at locations across Canada may also require services in the future

# Western Canada

# Vancouver Site

The NRC Vancouver site is located at 4250 Wesbrook Mall, in Vancouver, British Columbia.

This NRC building is located on a leased site from the University of British Columbia. This site houses the Energy, Mining and Environment Research Centre and is utilized as mixed office space and research/laboratory testing. Research focuses on bioenergy, wind, solar, hydrogen, fuel cells and batteries testing.

This site is serviced by municipal sewer infrastructure.

# Victoria Site

The NRC Victoria site is located at 5701 West Saanich Road, in Victoria, British Columbia.

This site, owned by the NRC, houses the Dominion Astrophysical Observatory. It is also utilized as mixed office space and research space. Research focuses on an Astronomy Technology Program and an Optical and Radio Astronomy Program. This site consists of several buildings including a dormitory, Visitor Centre, two telescopes buildings, Main Office building, "Site Services" building and the Machine Shop which is used by the Design and Fabrication Services (DFS) branch.

Sanitary effluent from this site is discharged to an on-site septic system.

# Penticton Site

The NRC Penticton site is located at 717 White Lake Road, in Kaleden, British Columbia.

The NRC Penticton Site is owned by the NRC and houses the Dominion Radio Astrophysical Observatory which is operated by the NRC's Herzberg Astronomy and Astrophysics Research Centre. This site is utilized as a mixed

office space and as an observatory. Research focuses on the Astronomy Technology Program and an Optical and Radio Astronomy Program.

This site consists of several buildings including a residential house, machine shop, main office/research building, a visitor's centre and several smaller buildings/trailers.

This site's sanitary effluent is discharged to on-site septic tanks.

# **Central Canada**

# Saskatoon Site

The NRC Saskatoon facility is located at 110 Gymnasium Place, Saskatoon, Saskatchewan.

This facility, leased to the NRC by the University of Saskatchewan, houses the Aquatic/Crop Resource Development (ACRD) Research Centre. The facility consists of a single building utilized as mixed office space and research/laboratory testing with nearby greenhouses located on the campus. Research focuses on the following areas: crop genomics, bioinformatics, biochemistry and lipid metabolism, plant hormone profiling, plant tissue culture and double haploidy, plant growth and controlled regulated environmental facilities, analytical chemistry, molecular biology, microbiology, protein biochemistry, radioactivity, and sequencing. The research also includes fermentation and downstream processing in the greenhouse facility

This site is serviced by municipal sewer infrastructure.

Winnipeg Facility, Brookside Industrial Park West, Winnipeg

The new building facility is located at 1290 Red Fife Road, Rosser, MB, R3C 2E6.

The facility will focus on 2 main areas of activity: advanced digital manufacturing and sustainable food packaging. The facility description and activities are not known at this time.

This site will be serviced by municipal sewer infrastructure.

# **Ontario Region**

# Mississauga facility

The NRC Mississauga facility is located at 2620 Speakman Dr, in Mississauga, Ontario.

This new facility is owned by the NRC and consists of one buildings which will house the Energy Mining and Environment (EME) Research Centre. The facility description and activities are not known at this time.

This site will be serviced by municipal sewer infrastructure.

# National Capital Region of Canada

# Montreal Road North campus

The NRC Montreal Road campus is located at 1200 Montreal Road in Ottawa, Ontario.

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

This site is serviced by municipal sewer infrastructure.

## Sussex campus

The NRC Sussex Drive campus is comprised of a four-storey laboratory and office building. Sussex Drive campus mainly houses two research centres: the Security and Disruptive Technologies (SDT) and Human Health Therapeutics (HHT). Other research centres also occupy the building, to a smaller extent: Metrology (METRO), Aquatic Crop and Resource Development (ACRD) and Medical Devices (MD).

This site is serviced by municipal sewer infrastructure.

## **Uplands Campus**

Uplands campus is located at the NRC Aerospace facilities, Research Private, Ottawa (Gloucester), ON, K1V 2B1. The campus is comprised of research facilities of the Aerospace Research Center.

This site is serviced by municipal sewer infrastructure.

## Lester Road Campus

Lester Road campus is located at the NRC Automotive and Surface Transportation, 2320 Lester Road, Ottawa (Gloucester), ON, K1V 1S2. The campus is comprised or research facilities of the Automotive and Service transportation Research Center.

The Lester Road campus is not municipally serviced. Sanitary effluent is discharged to on-site septic tanks. A combined sewer system collects process water (uncontaminated water) and storm water and discharges into a nearby adjacent constructed wetland.

# **Québec Region of Canada**

# Saguenay Facility

The NRC Saguenay facility located at 501 University Boulevard East, Saguenay, Québec.

The facility, leased to the NRC by the University of Quebec at Chicoutimi, houses the Aluminum Technology Centre, part of the Automotive and Surface Transportation (AST) Research Centre. The facility consists of one building utilized as mixed office space and research space. The research focuses on aluminum transformation processes and characterizing the performance of the manufactured products. The main aluminum transformation technologies available include adhesive assembly, various welding techniques (laser welding, friction stir welding and robotic arc welding), semisolid casting, forming and extrusion, as well as techniques for evaluating mechanical resistance, environmental sustainability, and metallurgical and chemical characterization

This site is serviced by municipal sewer infrastructure.

#### **Boucherville Facility**

The NRC Boucherville facility located at 75 Mortagne Boulevard, Boucherville, Québec.

The facility is owned by the NRC and houses the Automotive and Surface Transportation (AST) Research Centre, Medical Device (MD) Research Centre, Energy, Mining and Environment (EME) Research Centre. Some of the

laboratories are rented to private companies. The facility is used as mixed office space and commercial/industrial research and technology development related to industrial materials.

This site is serviced by municipal sewer infrastructure.

## Royalmount Site

The NRC Royalmount Site is located at 6100 Royalmount Avenue, Montreal, Qc. It consists of one large building, owned by the NRC and with multiple wings (laboratories), which house three Research Centers: Human Health Therapeutics (HHT); Energy, Mining and Environment (EME); and Aquatic and Crop Resource Development (ACRD). Some of the laboratories are rented to private company. The facility is utilized as mixed office space with commercial/industrial processing. Research for HHT focusses on biopharmaceutical research and development of biologics (large molecular medicines) to treat cancer as well as infectious, inflammatory and autoimmune diseases. EME research focusses on Mineral Processing, Material Characterization and Bioprocesses. ACRD research focusses on Microbial Fermentation & Purification and Biomass Characterization and Valorization.

This site also includes the new Biologics Manufacturing Centre, a new end-to-end biomanufacturing facility that will be used to manufacture vaccines and other biologics.

This site is serviced by municipal sewer infrastructure.

## **Decelles Facility**

NRC Decelles facility located at 5145 Decelles Avenue in Montreal, Québec.

The facility, leased to the NRC by the University of Montreal, houses the Aerospace Research Centre. The facility consists of one building utilized as mixed office space and commercial/industrial processing. Facility activities involve research in aerospace manufacturing technology and development including advanced material removal, automation, composite structures fabrication and metal joining and forming.

This site is serviced by municipal sewer infrastructure.

# **Atlantic Region**

# Halifax Facility

The NRC Halifax facility is located at 1411 Oxford Street, Halifax, Nova Scotia.

The facility, owned by NRC, is located on the Dalhousie University grounds and houses three research centres: Aquatic and Crop Resource Development (ACRD), Human Health Therapeutic (HHT), and Metrology (METRO). The facility houses mixed office space and research laboratory testing. Research activities typically focus on algae and seaweed, Zebrafish, marine DNA research, and food research.

This site is serviced by municipal sewer infrastructure.

#### Ketch Harbour Facility

The NRC Ketch Harbour facility is located at 270 Sandy Cove Road, Ketch Harbour, Nova Scotia.

The facility is owned by the NRC and houses the Aquatic and Crop Resource Development (ACRD) Research Centre. The facility is primarily used as a marine research station for marine biology and biosciences, algal biology, and aquaculture feeds.

Sanitary effluent is discharged to an on-site septic system.

# St-Johns Facility

The NRC St. John's facility is located at 1 Artic Avenue, St. John's, Newfoundland and Labrador.

The facility is owned by NRC and located on Memorial University grounds. It houses the Ocean and Coastal and River Engineering Research Center (OCRE) and operates three facilities to conduct its research.

The southern building is primarily used as a mixed office space and commercial/testing related to the "Ice Tank". The northern building is primarily utilized as a commercial/industrial testing and processing facility related to the "Towing Tank" and the "Off-Shore Engineering Basin". These buildings house ocean technology research and development, including the unique experimental ice test laboratory used for testing the operation of scale model vessels in ice of varying thickness and strengths.

This site is serviced by municipal sewer infrastructure.

# 2.3. Wastewater sampling

Since the late 1990's, NRC has been sampling wastewater to verify compliance at its facilities located within the National Capital. Since 2017-2018, sampling activities expanded to a national level and changed from a reactive basis to more of a proactive basis resulting in the creation of the *National Wastewater Monitoring Process*.

Currently, this process is used to inform wastewater sampling at NRC facilities across Canada. Each NRC site across Canada has a *Site-Specific Sampling Procedure (SSSP)* designed to identify sampling locations, frequencies, parameters and compliance requirements. The *Annual Assessment Framework Flowchart (AAFF)* for the wastewater procedure is used to update the sampling frequency of current parameters, to add/remove parameters, or to verify a new site activity. Please, see Appendix B for the copy of the AAFF.

The SSSP and the AAFF guide the evaluation of level of risk which is mostly determined by trends in wastewater sampling results from the previous year. The risks and trends evaluation takes place on annual basis and are determined by comparing the three (3) previous sampling results. For some of the facilities, historic data and site activities may be used to supplement the evaluation.

The current wastewater monitoring activities for each site and the number of sample locations, list of parameters, and sampling frequencies can be located in The Master Table (Appendix C). The Master Table is updated on an annual basis based on the AAFF for the SSSP.

Additional work requests may be triggered throughout the sampling campaign and schedule is also subject to change.

All available historical self-monitoring reports for each site will be loaned to the successful bidder, and detailed site information (including CAD drawings) will be provided, as deemed necessary.

# 3. Objective

The objective is to obtain professional consulting services on wastewater effluent management services at all NRC sites to ensure compliance of its operations with the applicable municipal by-laws, provincial and federal regulations.

# 4. Definition of Terms

"Call-up" against a Standing Offer (SO): order issued under the authority of a duly authorized user against a particular SO. Communication of a call-up against a SO to the Contractor constitutes acceptance of the SO to the extent of the services being ordered and causes a contract to come into effect. The parties to the contract that comes into effect when a call-up against a SO is make are Canada, as represented by NRC and the Contractor.

Wastewater = sewage, effluent, sanitary, septic waste, process water, sludge, or any liquid waste containing animal, vegetable, chemical or mineral matter in solution or in suspension. For the purpose of this document, this term is also used to include Stormwater.

Stormwater = surface water, water from rainfall, other natural precipitations, drainage from snow melt or ice

Sewer = means a pipe, conduit, drain or ditch for the collection and transmission of wastewater, stormwater, or any combination thereof;

As soon as possible = within 24 hours

Rapid Response = within 24 hours the service provider would respond to a call-up request made against the SO. In this case, the response would be the provision of cost estimates, and a schedule for work to be implemented in the shortest possible time within a 24 hour time frame, including weekends and holidays.

Emergency call-ups = a request for services called-up against the SO where there is a stated high risk to environment, human health and safety or significant damage to a building likely to occur if rapid response and corrective action are not undertaken within a 4 hour time frame, 24 hours per day, 7 days a week including holidays.

Standard working hours = from 8H00 AM to 17h00 PM

# 5. Scope of Work

# 5.1. Summary

This scope of work (SOW) has been developed by NRC to establish a new Standing Offer Agreement (SOA) for the following consulting services, requested on an "as and when required" basis:

- Conduct wastewater monitoring as per each Site-Specific Sampling Procedures (SSSP) summarized in the Master Table (Appendix C);
- Conduct wastewater effluent audits

Each of these points are described in detail in the following sections.

NRC may also require other consulting services related to wastewater management, such as, but not limited to;

- Develop and implement additional wastewater sampling procedures upon request
- Providing expertise with development and implementation of source identification and remediation/mitigation measures to address non-compliances (including engineering, process, risk assessment or administrative controls);
- Providing support and guidance on an as required basis in preparing communication material, including training, awareness tools, etc.;
- Providing support with the review/update of wastewater generating activities at NRC sites;
- Providing support and expertise with risk assessments of wastewater generating activities at NRC sites.

Upon call-up, excluding Emergency call-ups, the Contractor shall present a work proposal (refer to **Section 5.2**) within one (1) week of the call-up (5 business days), that will include a work plan with cost estimates and task schedule. The proposal will be presented to the NRC Project Manager for discussion, approval and contracting considerations.

After approval by the NRC Project Manager, the consultant will complete a health and safety plan including COVID-19 protocol for on-site work (e.g. PPE, social distancing, etc.), undertake the proposed work and prepare the appropriate reports.

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

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

The consultant will be required to seek the NRC Project Manager's approval should any additional work arise due to unexpected circumstances that alter the original SOW of a specific task.

# 5.2. Work Plan and Cost Estimates

- 1. The project work plan must include the following elements
  - Applicable guidelines and references to be used;
  - List of personnel to be assigned to the project including their names, their individual roles, responsibilities within the project and current curriculum vitae with a:
  - Proposed sub-consultants (including accredited laboratories);
  - Table of contents of the final report that must follow the template provided in Appendix D;
  - Proposed project schedule (subject to NRC approval, and ability to arrange for NRC building managers to accompany consultants on-site, where necessary);
  - Deliverables;
  - Methodology:
    - o Discussion of proposed sampling locations with an explicit rationale for those locations;
    - Establish the proper limit requirement (by-law, provincial, federal or closest criteria available if no criteria are available):
    - o Sample preservation and shipping requirements;
    - o Proposed parameters to be analyzed and analytical procedures;
    - Field and laboratory QA/QC procedures and measures;
  - Site-specific Health and Safety considerations.
    - COVID-19 protocol for on-site work
    - Air quality monitoring (Note that sewer manhole are considered confined space and no technician are permitted to enter for wastewater sampling purpose)
  - Other information as requested by the NRC Project Manager.
- 2. Project fees and disbursements must be outlined for all activities to be undertaken (including a detailed cost breakdown by task i.e. mobilization, site monitoring, laboratory disbursements, draft report preparation, monthly communication and final report preparation). This includes, but is not limited to:
  - Hours assigned to personnel dedicated to the project (based on annual rates provided in RFSO;
  - Purchase of consumables;
  - Cost of equipment rentals;
  - Laboratory costs.
- 3. The assessment work plan must include a:
  - Cost breakdown of any optional work task(s);
  - Total cost estimate for completing the project;
  - Payment schedule.

# 5.3. Summary of work requirements

# Wastewater Effluent audit

# Summary of Work

- The tasks associated with the completion of a wastewater effluent audit will vary depending on the site. The NRC Project Manager will specify the components to be included in these evaluations, as well as identify the type of facility to be evaluated and existing information that will be available (chemical inventories, waste disposal practices, site plans and sewer network, previous sampling results, etc.).
- 2. Wastewater effluent management may include an assessment of the facility's discharge compliance or due diligence using a phased approach. Wastewater effluent audit may, therefore, range from the development of a Site-Specific Substances of Concern List to extensive assessment of the current installation, operations and procedures and, to the development of an action plan and site specific compliance program to meet applicable regulations.
- 3. In general, the requirements for wastewater effluent audits will include, but is not limited to, the following tasks:
  - a. The compilation of a complete inventory of potentially hazardous substances as well as nonhazardous substances which are regulated by the relevant sewer use discharge by-laws and other applicable regulations.
  - b. Identify which parameter that have a medium to high probability of entering the waste stream of the facility.
  - c. Provide a comprehensive understanding of historical reports, data, agreements and measures recommended and implemented at the site.
  - d. Provide an evaluation of the current procedures, operations and treatment systems within the facility. This part of the audit will include, but not be limited to, the evaluation of existing standard operating procedures and best management practices, evaluation of key equipment on site, treatment systems, operation and maintenance of equipment.
  - e. Provide description of the sewer network conditions and layout. Work may range from the conduction of a desktop review of current maps to a detail on-site inspection of sewer.
  - f. The development and/or recommendation of a site-specific wastewater compliance procedure.
  - g. The development of specific site criteria such using per example a risk assessment approach to derive response thresholds for specifics parameters.
  - h. Provide recommendations to appropriately manage the potential and/or confirmed contaminant sources that could include, but not be limited to, the presentation of wastewater quality treatment options, the presentation of new operating procedures or change in operations as well as the included associated cost estimates for those recommendations.
  - i. Summarize all activities performed in a report and submit an electronic copy of the draft report to the NRC Project Manager for approval. Refer to Reporting Requirements for specific instructions regarding the content and submission of this report.

# Effluent sampling

# Summary of Work

1. Wastewater effluent monitoring will include, but is not limited to, the following:

- Initial site visit with NRC representative to identify each sampling location. If a sampling location deviates from a sample location identified in past reports, the consultant will contact the NRC Project Manager for advice.
  - i. Sample location are tagged with the name of the sample location. If the information is missing or if the tag has deteriorated, the consultant can use tape or "ty-rap", or other flag options for exterior manholes identification. The information will be collected in a photographic log with the location map for each site in the final report as necessary.
  - ii. The consultant shall use a consistent locator ID for each sampling location. This locator ID will be the same name as described in previous sampling reports.
- b. Schedule the time for sample collection with on-site personnel (contact person to be provided by NRC Project Manager) at the designated facility(ies);
- c. Collection of wastewater samples from locations specified in the Site-Specific Sampling Procedure (see Master Table in Appendix C for reference) or as defined during the initial site visit. Should sampling be required at additional locations, the NRC Project Manager will instruct the Contractor accordingly.
  - i. Sampling locations may include, but are not limited to, the following: sanitary or storm sewer manholes, utility manholes, p-traps, storage tanks/reservoirs, water basins, storm drains, ditches, creaks, streams, culverts, lakes, rivers or wetlands.
- d. Provide traffic control if due necessary.
- e. Prepare detailed field notes for each project including, but not limited to: the sample identification, the parameter(s) to be tested for, observations (e.g. color, clarity, odour flow, sheen), weather conditions and the name of the individual who is collecting the samples.
- f. Coordination of the sample analysis
- g. Analytical review of the collected sample collected
- h. Reporting refer to **section 6.5** for specific instructions regarding the content and submission of reporting.

# Field Program Requirements

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

# General sampling requirements

- 1. Analytical samples requirements during all field programs:
  - The parameters to be analyzed will be based upon site history, current operations and regulatory requirements;
  - All samples shall be sent to laboratories accredited by the Canadian Association for Laboratory Accreditation Inc. (CALA) or the Standards Council of Canada (SCC) in accordance with the International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 17025, and the analytical parameters must be within the Laboratory's scope of testing for the matrices specified;
  - A standard turnaround time shall be used for laboratory analysis unless otherwise approved by the NRC Project Manager. The consultant will be responsible for obtaining sample jars and bottles from the laboratory, packaging in a manner to protect the samples, and sending the samples to the laboratory. Samples must be maintained at 4°C as soon as possible after collection and follow any preservation requirements. The consultant shall ensure that the samples are received by the laboratory in acceptable condition and within a timeframe that will not jeopardize the sampling holding time;

- The consultant shall ensure that the laboratory detection limit is less than 10% of the value of the guideline to be used;
- NRC will pay such laboratory services based on the actual cost charged by the accredited laboratory. Contractor must submit invoice from the accredited laboratory in order to claim for payment of the identified laboratory services.
- NRC will not reimburse any cost(s) resulting from re-testing as a result of Contractor damage or alteration to samples during handling and storage
- Delivery of samples to the laboratory will be the responsibility of the Contractor.
- NRC will not reimburse the consultant for laboratory costs where the consultant has failed to request the minimum detection limits from the laboratory or if the samples are not received by the laboratory in good condition;
- All sampling equipment must follow proper decontamination procedures and follow strict QA/QC protocols.
- 2. The sampling program must follow the sampling plan submitted by the consultant unless the modification was agreed to by the NRC Project Manager.

# 5.4. Reporting Requirements

# **Progress Reporting and Meetings**

Written progress reports in the form of 1 to 4 page emails may be required every two weeks or otherwise specified by the NRC Project Manager in the individual Call-up and should include a synopsis of work completed during the latest reporting period and the projected work plan for the following period. The Contractor must be prepared to meet with the NRC Project Manager and discuss any matters concerning the progress and findings of the site investigation, consultations or analysis which can include formal presentations. Any concerns regarding project timing or budget must be raised in these reports.

Every month, the Contractor must send the NRC Project Manager a table report detailing financial updates, and percentage complete for all projects.

# Field Work Summary Report

After each sampling event, a summary report detailing relevant observations and sampling results (including results tables in excel and certification of analysis from the laboratory) compared to applicable guidelines, by-laws and regulation, must be provided via email to the NRC Project Manager no later than two weeks (10 business days) of the sampling event. A figure identifying sampling locations, and any changes to the proposed sampling locations shall be included.

If non-compliances have been identified during or after a sampling event, the Consultant shall inform the NRC Project Manager as soon as possible.

# **Draft and Final Report**

A draft and final report is required for each site. A report template is provided in Appendix D.

# **6. Personnel Requirements**

The key project personnel, including the project manager and technicians shall possess knowledge based on an appropriate combination of formal education, skills, experience, and training in order to provide a technically sound and rational assessment required to carry out the work outlined in this Scope of Work. The intermediate field technician shall demonstrate in their curriculum vitae (CV) a minimum of four (4) years of experience in effluent sampling since January 2015. The intermediate Engineer/Scientist must demonstrate a minimum of four (4) years of experience in wastewater management since January 2015. The project manager and senior reviewer shall demonstrate in their curriculum vitae a minimum of eight (8) years and ten (10) years of experience, respectively, in wastewater management since January 2009. The project personnel shall have knowledge in relevant technical areas. They shall also be familiar with applicable federal, provincial and municipal regulations and guidelines related to wastewater management.

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

1 Personnel Classification Levels

CLASSIFICATION LEVEL	RESPONSIBILITIES
Management Personnel	
Standing Offer Agreement Manager	<ul> <li>Act as the main client liaison for the NRC in the delivery and coordination of contracts under the Standing Offer Agreement.</li> <li>Responsible for overall budget and meeting requirements.</li> </ul>
Regional Senior Project Manager(s)	<ul> <li>Act as the Regional client liaison for the NRC in the delivery and coordination of the project.</li> <li>Ensure project is completed on time, on budget and within scope.</li> <li>Responsible for budget, meeting requirements, communications and coordination of field work and results.</li> </ul>
Technical Personnel	
Senior reviewer	<ul> <li>Provide senior input into the project requirements</li> <li>Review all deliverables</li> <li>Develop and implement the logistic plans to complete the work and ensuring that the schedule is met.</li> </ul>
Intermediate engineer/scientist	<ul> <li>Manage and coordinate preparation of deliverables</li> <li>Perform more complex analyses that require additional expertise and competence than that of a junior engineer/scientist (e.g. non-compliances).</li> </ul>

Intermediate Field Technician	<ul> <li>Manage and coordinate field work</li> <li>Provide senior input during field work</li> <li>Conduct field work</li> </ul>
Junior project engineer/scientist	Prepare results and analyses for the deliverables
CAD/GIS Support	Provide CAD/GIS Support
Admin	Provide team with administrative support

Changes to project personnel must be discussed and approved by the NRC Project Manager.

# 7. Project Management

# 7.1. Communication

The consultant shall maintain communication with the NRC Project Manager throughout the duration of the contract. The NRC must be advised of any factors that require immediate attention such as any safety issues, any possible or known infractions as well as any changes to the scope of work. The consultant shall provide to the NRC Project Manager, status reports via email advising of the project status, budget update and any factors which may influence the schedule, budget or deliverables. The frequency of the status reports will depend on the nature and location of the work and will be requested at the NRC Project Manager's discretion. These status reports are in addition to the field work summary report, if applicable.

# 7.2. Scheduling

The consultant shall prepare a schedule for all project events including site visit activities, meetings, status reports, and final report submissions (including the draft submission report). Scheduling site visit activities must be coordinated with the NRC Project Manager to ensure NRC personnel are available to escort the consultant on-site. A period of two to three weeks for NRC to review and provide comments on the reports should be expected. NRC will provide a single set of consolidated comments on the draft report for incorporation into the final report. In the event that the consultant does not address comments to the satisfaction of the NRC Project Manager, additional rounds of edits may be required, at no additional cost to NRC.

# 7.3. Final Report Presentation

Unless otherwise agreed to by the NRC Project Manager, the consultant shall submit:

- One (1) electronic copy of the draft report as an editable Word and pdf document including all Appendices, Figures, Plans, and Tables in their native format as detailed below,
- One (1) signed final electronic copy (i.e., a single file containing all text, that is editable (copy/paste), photographs, tables, plans, figures, lab data, sampling plans, laboratory data, and scanned documents) of the final in Adobe Acrobat (.pdf) format including all Appendices, Figures, Plans, and Tables in their native format as detailed bellow,

- An additional electronic copy of all final site plans, site photos, aerial photos and data tables shall also be submitted in the native software format (see table below) with both the draft and final reports
- Documents can be accessible for download in an FTP site;

Report Component	Requested Native File Type
Pictures	.jpg
One Video	Files compatible with Windows Media Player
Figures	.jpg and/or Adobe .pdf
Tables	Microsoft Excelxls
Maps	1. Shapefiles suitable for use in ArcGIS such as .shp, .shx, .dbf; and
	2. CAD files such as .dwg (for MSC)
Report text	Microsoft Worddoc or unlocked version in adobepdf

# 7.4. Site Access and Security Requirements

At the project outset, the consultant shall immediately contact the NRC Project Manager to obtain the necessary permission to access the sites. NRC requires at least three (3) business days advanced notice to access the sites. Initiated by NRC Project Manager, site access co-ordination may be through the NRC building manager; given the nature of NRC's business, additional notice may be required.

All consultant and subcontractor personnel will be required to obtain and maintain a security clearance by a Federal Government Department (Reliability Status) prior to accessing any NRC site. Access may only be given during standard working hours, unless accompanied by an NRC employee. Obtaining the security clearance can be subject to delay, and it is the consultant responsibility to obtain and maintain the reliability status of field personnel.

Sampling locations may be located in facilities, on roads, parking lots, in sub-basements, in fields, and in wooded areas. Traffic control may be required for some of the sampling locations.

# 7.5. Notifications/Permits

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

# 7.6. Liabilities

The consultant shall assume responsibility for any accident or damage caused by its employees or equipment to NRC property and personnel.

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

# 7.7. Meetings

The consultant shall attend meetings as requested by the NRC Project Manager. Personnel in attendance shall include the consultant's project manager and representative(s) familiar with all technical aspects of the project. At the request of NRC Project Manager, the consultant 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 consultant may be required to maintain an action item list.

Any meeting the consultant feels is necessary for the successful completion of this project over the allotted timeline is to be accounted for in the consultant's scope and cost estimate.

# 7.8. Quality Assurance and Quality Control

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

# 7.9. Health and Safety Program

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

The Contractor must ensure that the services required under each individual call-up are conducted in accordance with all applicable occupational health and safety legislation and regulations. The Contractor's field staff are responsible for familiarizing themselves with the emergency/security procedures specific to each NRC work site.

A COVID-19 protocol shall be given to NRC for areas where on-site work will be required. This includes working inside facilities where face masks will be required, requirements for social-distancing, protocols for ensuring consultant staff accessing NRC facilities have not contracted the COVID-19 virus.

# 7.10. Confidentiality

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

Any photos, videos, plans or documents provided as reference materials by NRC to an assessor or consultant remain the property of NRC, and shall not be copied, 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 with the final report.

Any requests from clients, building occupants, the media or other will be referred to the NRC Project Manager.

Additionally, any final report produced by the consultant shall identify the National Research Council as one of the users of the report.

# 7.11. Site Operations

The consultant'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 representative.

# 7.12. Other Requirements

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

Analysis of data will be in relation to agreed guidelines identified by the NRC Project Manager.

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

# 8. LANGUAGE OF WORK

All materials and reports are to be provided in English. Final reports are to be provided in French and English for the work conducted in Québec, and in the National Capital Region. Translation of the certificate of analysis from the laboratory is not required.

# 9. REFERENCES

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

- Public Services and Procurement Canada
- Canadian Council of Ministers of the Environment
- Department of Fisheries and Oceans Canada
- Environment and Climate Change Canada

- Employment and Social Development Canada
- Municipal Sewer-Use by-laws
- Ontario Ministry of Environment
- Ministère de l'Environnement et de la Lutte contre les changements climatiques du Québec
- BC Ministry of Environment and Climate Change Strategy
- Saskatchewan Ministry of Health
- Manitoba's Department of Conservation and Climate
- Nova Scotia Environment
- New Brunswick Department of Environment and Local Government
- Prince Edward Island's Department of Environment, Energy and Climate Action
- Newfoundland and Labrador's Department of Environment and Climate Change
- Current NRC Sustainable Development Strategy and Associated Policies

# PLEASE SEE EXAMPLES OF THE ITEMS BELOW AT THE END OF THE SOW

- Appendix B: Annual Assessment Framework Program (flowchart for wastewater program and Table framework)
- Appendix C: Master table: site, number of samples and frequency sampling parameters
- Appendix D: Final report template

# **10. EVALUATION**

# **BASIS OF SELECTION**

Proposals scoring less than 72 points of 103 points will be considered non-responsive and will be eliminated from further consideration. A proposal will be considered non-responsive if it does not meet the mandatory criteria or if it is not supported by proper and adequate detail, particularly where supporting evidence is required or if scoring for each criteria is less than 50%. Furthermore, it is essential that the elements contained in proposals be stated in clear, concise manner. Proposals will be evaluated solely on their content. Items not addressed will be given a score of zero.

Proposals will be evaluated based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for technical merit and 20% for price.

To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80% for technical merit.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20% for price.

For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

<u>Proponents are requested to submit their proposal to complete all activities identified in the Statement of Work</u> (SOW) to be completed for the following consulting services, requested on an "as and when required" basis:

- Conduct wastewater monitoring as per each Site-Specific Sampling Procedures (SSSP) summarized in the Master Table;
- Conduct wastewater effluent audits

NRC may also require other consulting services related to wastewater management, such as, but not limited to;

- Develop and implement additional wastewater sampling procedures upon request
- Providing expertise with development and implementation of source identification and remediation/mitigation measures to address non-compliances (including engineering, process, risk assessment or administrative controls);
- Providing support and guidance on an as required basis in preparing communication material, including training, awareness tools, etc.;
- Providing support with the review/update of wastewater generating activities at NRC sites;
- Providing support and expertise with risk assessments of wastewater generating activities at NRC sites.

Proponents are asked to complete five (5) years costing proposal outlined in the **PRICING TABLE** below.

Proposals should display a logical, cost-effective approach, and include the necessary information to address the following evaluation criteria. Proposals <u>shall be no more than 25 pages, excluding CVs. CVs shall be limited</u> <u>to a maximum of 2 pages.</u> Note that appendices will not be considered in the evaluation.

# **Contract duration:**

The contract will be for one (1) year plus five (5) additional option years; conditional and subject to funding for subsequent years of the contract and NRC's satisfaction with the performance of the contractor. NRC is not bound to request all or any other work at sites listed in the statement of work. The work plan may change at the discretion of NRC.

# 1. MANDATORY REQUIREMENTS

Proponents must provide proof that:

- 1.1. They can provide reports in English and French for National Capital Region and Quebec sites and in English for all other locations.
- 1.2. They have the necessary personnel clearance at the time of bid submission.
- 1.3. The Proponent must have an Intermediate Field Technician (and backup) located in each of the areas of the NRC sites for quick mobilization for sampling. Areas include Halifax/Ketch Harbour (NS), St. John's (NFLD), Montreal/Boucherville (QC), Saguenay (QC), Mississauga/London (ON), National Capital Region (ON/QC), Saskatoon (SK), Winnipeg (MB), Vancouver (BC), Penticton (BC), Victoria (BC).
- 1.4. The Proponent must have a regional Project Manager (and backup) in in each of area of the NRC sites. These regions include Atlantic region, Quebec region, Ontario region, Central region (SK and MB), West Region (BC).
- 1.5. They are committed to worker and subcontractor health and safety, environmental protection and emergency response planning.
- 1.6. They can obtain competitive pricing with a Laboratory accredited by the Canadian Association for Laboratory Accreditation Inc. (CALA) or the Standards Council of Canada (SCC) for sample analysis.

# 2. <u>Technical Requirements (total 103 points)</u>

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

# 2.1. Understanding of Scope, Objectives and Possible Problems (8 Points)

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

- The proponent should demonstrate a comprehensive understanding of the project's scope and objectives and statement of work (4 points).
- The proponent should demonstrate a comprehensive understanding of the importance of effective communication with NRC (2 points).
- The proponent should identify risk factors, constraints, anticipate problems and present proposed solutions (2 points).

# 2.2. Approach and Methodology, Cost Saving Measures and Value for Money (10 Points)

The proposed approach and methodology will follow an efficient and logical sequence that will fulfil the requirements of the Statement of Work. The proposal should identify the technical requirements of the work and demonstrate that a sufficient level of effort will be applied to address these requirements (e.g. sampling, analysis and interpretation of results, meaningful recommendations, addressing non-compliances).

The Proponent should identify the protocols/standards that will be followed, and should include how effective QA/QC procedures will be maintained, including with obtaining representative effluent samples. Demonstrate that work can be completed on a timely basis upon call up and that the proponent has sufficient resources and organizational capacity.

- The proposed approach and methodology will follow an efficient and logical sequence that will fulfil the requirements of the Statement of Work (2 points).
- Demonstrate that a sufficient level of effort will be applied to address the technical requirements of the project (e.g. sampling, remediation of non-compliance, meaningful recommendations) (2 points).
- Proposal should describe how effective QA/QC procedures, including effluent sampling procedures, will be maintained (4 points).
- Demonstrate that work can be completed on a timely basis upon call up and that the proponent has sufficient resources and organizational capacity (2 points).

## 2.3. Regulatory and Technical Knowledge (4 Points)

Proponents should demonstrate they have: expertise with federal, provincial and municipal laws/regulations/standards/guidelines and with typical effluent characteristics and conditions that may influence interpretation of results.

- Proponents should demonstrate they have expertise with federal, provincial and municipal laws and regulations (2 points).
- Proponents should demonstrate they have knowledge of typical effluent characteristics and conditions that may influence interpretation of results (2 points).

#### 2.4. Managerial and Project Team Experience (54 Points)

The Proponent should demonstrate that its proposed team has the necessary recent and relevant experience, skills and past performance to complete work as per this Statement of Work. The proponent should provide a brief description of the individual's education, years of experience and work experience on similar projects by completed Table 1-5 for each region and include their CV in order to demonstrate that it has the required experience. The proponent should name qualified backup personnel.

Proponents must include the background, experience and level of involvement by task for each individual that will contribute to the tasks and objectives of the work required under this Standing Offer Agreement (SOA):

- SOA Senior Project Manager
- Regional Senior Project manager (min 8 years' experience since Jan 09)
- Senior reviewer (min 10 years' experience since Jan 09)
- Intermediate engineer/scientist (min 4 years' experience since Jan 2015)
- Intermediate or Senior Field Technician (min 4 years' experience since Jan 2015)
- Junior engineer/scientist (min 1 year experience)

Year experience required: 1 point. Experience summary related to the task: 2 points (except for intermediate field tech = 1 point), Total per position: 3 points.

- 1 SOA project manager = 1 x 3 points = 3 points.
- 5 regional project manager = 5 x 3 points = 15 points.
- 3 senior reviewer = 1 x 3 points= 9 points.
- 3 intermediate engineer/Scientist = 3 x 5 points = 15 points.
- 11 intermediate field technician = 11 x 1 = 11 points.
- 1 point for naming backups of similar background/experience.

## 2.5. References for previous work relations/previous projects (27 Points)

Proponents should demonstrate the team's technical background, experience and unique qualities by referencing three (3) and only three (3) client projects listed in Table 6, including key members of the project teams who will be performing work on this requirement and has performed satisfactorily. This discussion should demonstrate that the team has completed projects of comparable scope, nature and complexity to the work described in this RFSO's Statement of Work.

Proponents should include client references for these projects, their point of contact (i.e. name, phone number and email), as well as start and end date of the project.

- 2 points for each project Summary of Work relevant to the SOA = 3 projects x 2 points = max 6 points.
- 2 points for each recent project demonstrate ability to investigate the source of contaminants = 3 projects x 2 points = max 6 points.
- 2 points for project diversity related to the SOA (septic tank, various levels of treatments, type of contaminants like acetone, mercury) 3 projects x 2 points = max 6 points.
- 0.5 points for each team member mentioned on a project sheet (0.5 x 3 x 4 members [key]) = max 6 points.
- 3 points will be given to proponents that demonstrate recent experience (5 years) on projects involving effluent monitoring at sites other than treatment facilities and landfills (e.g. university campus, industries, research facilities, laboratory) = max 3 points.

Unsatisfactory references remove project points associated with the project. Inability to verify references =

-1 point per project.

# Pricing Table

Our charge rates, are:

Column 1	Column 2a	Column 2b	Column 2c	Column 2d	Column 2e	Column 2f	Column 3	Column 4
Classification Level <sup>1</sup>	Hourly Charge Rate <sup>2</sup> Fiscal 2022/2023	Hourly Charge Rate Fiscal 2023/2024	Hourly Charge Rate Fiscal 2024/2025	Hourly Charge Rate Fiscal 2025/2026	Hourly Charge Rate Fiscal 2026/2027	Hourly Charge Rate Fiscal 2027/2028	Estimated percent involvement	Classification score pe discipline (sum of columns 2a+2b+2c+2d+2e+2f) * Column 3/100%
Management								
Standing Offer Agreement Manager	\$	\$	\$	\$	\$	\$	5%	
Project Manager	\$	\$	\$	\$	\$	\$	10%	
Technical Personnel								
Senior Reviewer	\$	\$	\$	\$	\$	\$	10%	
Intermediate Engineer/Scientist	\$	\$	\$	\$	\$	\$	20%	
Junior Engineer/Scientist	\$	\$	\$	\$	\$	\$	10%	
Intermediate Field Technician	\$	\$	\$	\$	\$	\$	40%	
CAD/GIS Support	\$	\$	\$	\$	\$	\$	2%	
Administration	\$	\$	\$	\$	\$	\$	3%	
Total							100%	

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

Fiscal year ends March 31st

\$\_\_\_\_\_

<sup>&</sup>lt;sup>1</sup> Refer to section 6 of the Statement of Work for the duties and responsibilities of the project team Classification Levels identified above.

 $<sup>^{\</sup>rm 2}$  The hourly rate charge for any given classification level cannot be \$0 or nil value.

### Table 1: Proposed Team Experience and Background – Atlantic region

	Experience	Home Office Location		Education and Professional	involver	ent with Client
Name	Experience	Location	Experience Summary			
(1)	(2)	(3)	(4)		[Client 1]	[Client 2]
		Name (2) (1)	Name       (2)       (3)         (1)	Name         Experience Summary           (2)         (3)         (4)           (1)         (4)         (1)           (2)         (3)         (4)           (2)         (3)         (4)           (2)         (3)         (4)           (3)         (4)         (1)           (4)         (1)         (1)           (1)         (1)         (1)           (1)         (1)         (1)           (1)         (1)         (1)           (1)         (1)         (1)           (1)         (1)         (1)           (1)         (1)         (1)           (1)         (1)         (1)           (1)         (1)         (1)           (1)         (1)         (1)           (1)         (1)         (1)           (1)         (1)         (1)           (1)         (1)         (1)           (1)         (1)         (1)           (1)         (1)         (1)           (1)         (1)         (1)           (1)         (1)         (1)           (1)         (1)         (1)	Name     Experience Summary     Designations (5)       (1)     (3)     (4)       (1)     (4)     (4)       (1)     (1)     (1)       (1)     (1)     (1)       (1)     (1)     (1)       (2)     (3)     (4)       (3)     (4)     (1)       (4)     (1)     (1)       (1)     (1)     (1)       (1)     (1)     (1)       (1)     (1)     (1)       (1)     (1)     (1)       (1)     (1)     (1)       (1)     (1)     (1)       (1)     (1)     (1)       (1)     (1)     (1)       (1)     (1)     (1)       (1)     (1)     (1)       (1)     (1)     (1)       (1)     (1)     (1)       (1)     (1)     (1)       (1)     (1)     (1)       (1)     (1)     (1)       (1)     (1)     (1)	Name       Experience Summary       Designations (5)         (1)       (2)       (3)       (4)       [Client 1]         (1)       (4)       (4)       (1)       (2)         (1)       (1)       (1)       (1)       (1)       (1)         (1)       (1)       (1)       (1)       (1)       (1)         (1)       (1)       (1)       (1)       (1)       (1)         (1)       (1)       (1)       (1)       (1)       (1)         (1)       (1)       (1)       (1)       (1)       (1)         (1)       (1)       (1)       (1)       (1)       (1)       (1)         (1)       (1)       (1)       (1)       (1)       (1)       (1)       (1)         (1)       (1)       (1)       (1)       (1)       (1)       (1)       (1)       (1)         (1)       (1)       (1)       (1)       (1)       (1)       (1)       (1)       (1)         (1)       (1)       (1)       (1)       (1)       (1)       (1)       (1)       (1)       (1)       (1)         (1)       (1)       (1)       (1)       (1)

1) Insert name of personnel assigned to the respective Classification Level.

2) Insert # of years pertinent experience that the personnel have accumulated in order to be competent for the assigned Classification Level.

3) Insert personnel home office location.

4) Summarize the personnel experience related to the Classification Level and SOW activities.

5) Insert the education level and relevant professional qualifications.

6) Indicate if assigned personnel participated in the project with the identified Client and the level of involvement with respect to projects with the Client.



### Table 2: Proposed Team Experience and Background – Ontario region

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

1) Insert name of personnel assigned to the respective Classification Level.

2) Insert # of years pertinent experience that the personnel have accumulated in order to be competent for the assigned Classification Level.

3) Insert personnel home office location.

4) Summarize the personnel experience related to the Classification Level and SOW activities.

5) Insert the education level and relevant professional qualifications.

6) Indicate if assigned personnel participated in the project with the identified Client and the level of involvement with respect to projects with the Client.



### Table 3: Proposed Team Experience and Background – Quebec region

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

1) Insert name of personnel assigned to the respective Classification Level.

2) Insert # of years pertinent experience that the personnel have accumulated in order to be competent for the assigned Classification Level.

3) Insert personnel home office location.

4) Summarize the personnel experience related to the Classification Level and SOW activities.

5) Insert the education level and relevant professional qualifications.

6) Indicate if assigned personnel participated in the project with the identified Client and the level of involvement with respect to projects with the Client.



### Table 4: Proposed Team Experience and Background – Central region

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

1) Insert name of personnel assigned to the respective Classification Level.

2) Insert # of years pertinent experience that the personnel have accumulated in order to be competent for the assigned Classification Level.

3) Insert personnel home office location.

4) Summarize the personnel experience related to the Classification Level and SOW activities.

5) Insert the education level and relevant professional qualifications.

6) Indicate if assigned personnel participated in the project with the identified Client and the level of involvement with respect to projects with the Client.



# **Proposed Team Experience**

#### Table 5: Proposed Team Experience and Background – West region

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

1) Insert name of personnel assigned to the respective Classification Level.

2) Insert # of years pertinent experience that the personnel have accumulated in order to be competent for the assigned Classification Level.

3) Insert personnel home office location.

4) Summarize the personnel experience related to the Classification Level and SOW activities.

5) Insert the education level and relevant professional qualifications.

6) Indicate if assigned personnel participated in the project with the identified Client and the level of involvement with respect to projects with the Client.

\* CV required



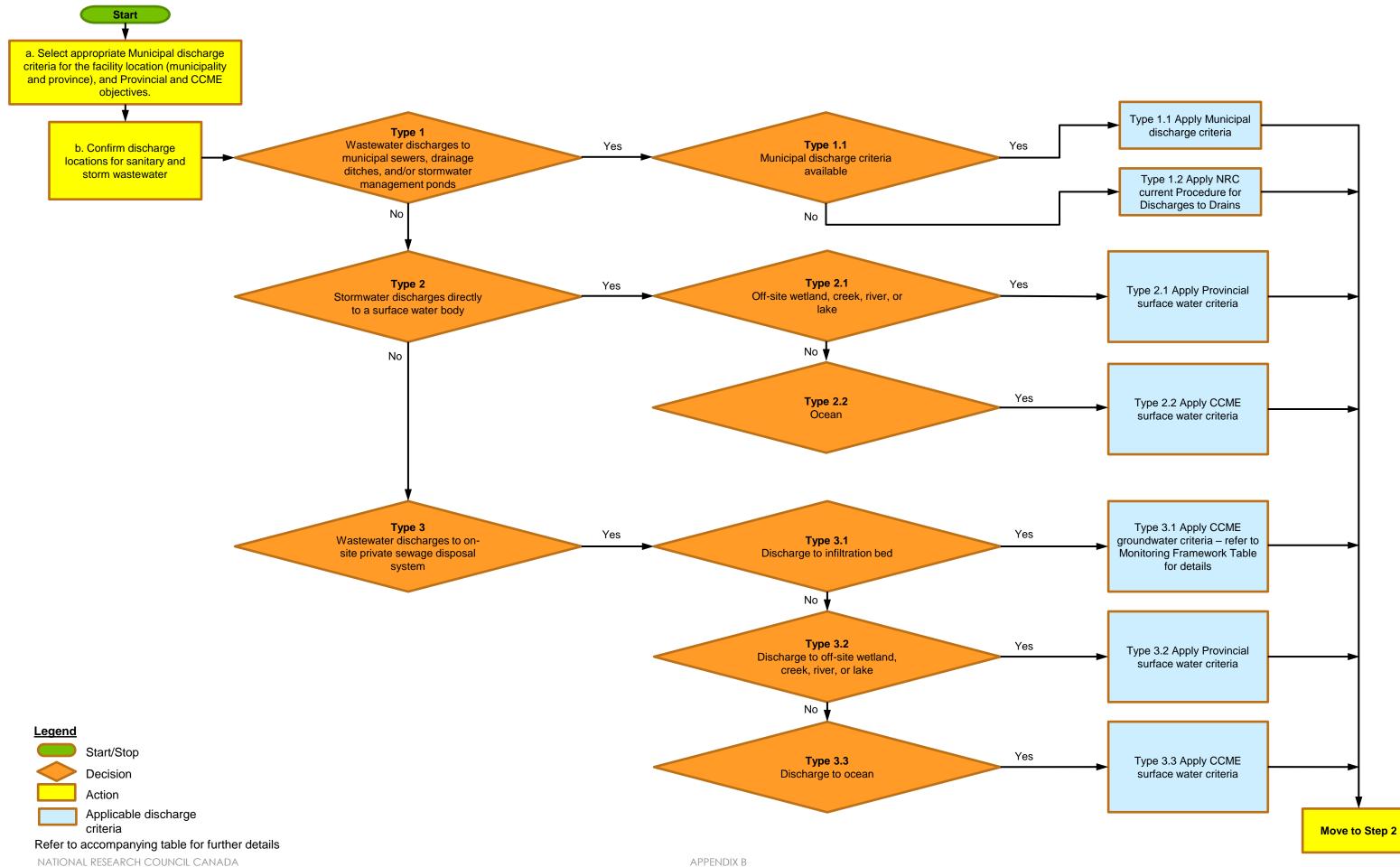
# **Previous Work Experience**

#### Table 6: Previous Work Experience

Client	Brief Summary of work	Start/End Date of Project (mm-yy – mm- yy)	Contact information (Name, Phone and e-mail)
[Client 1]			
[Client 2]			
[Client 3]			

Annual Assessment Framework Program (flowchart for wastewater program and Table framework)

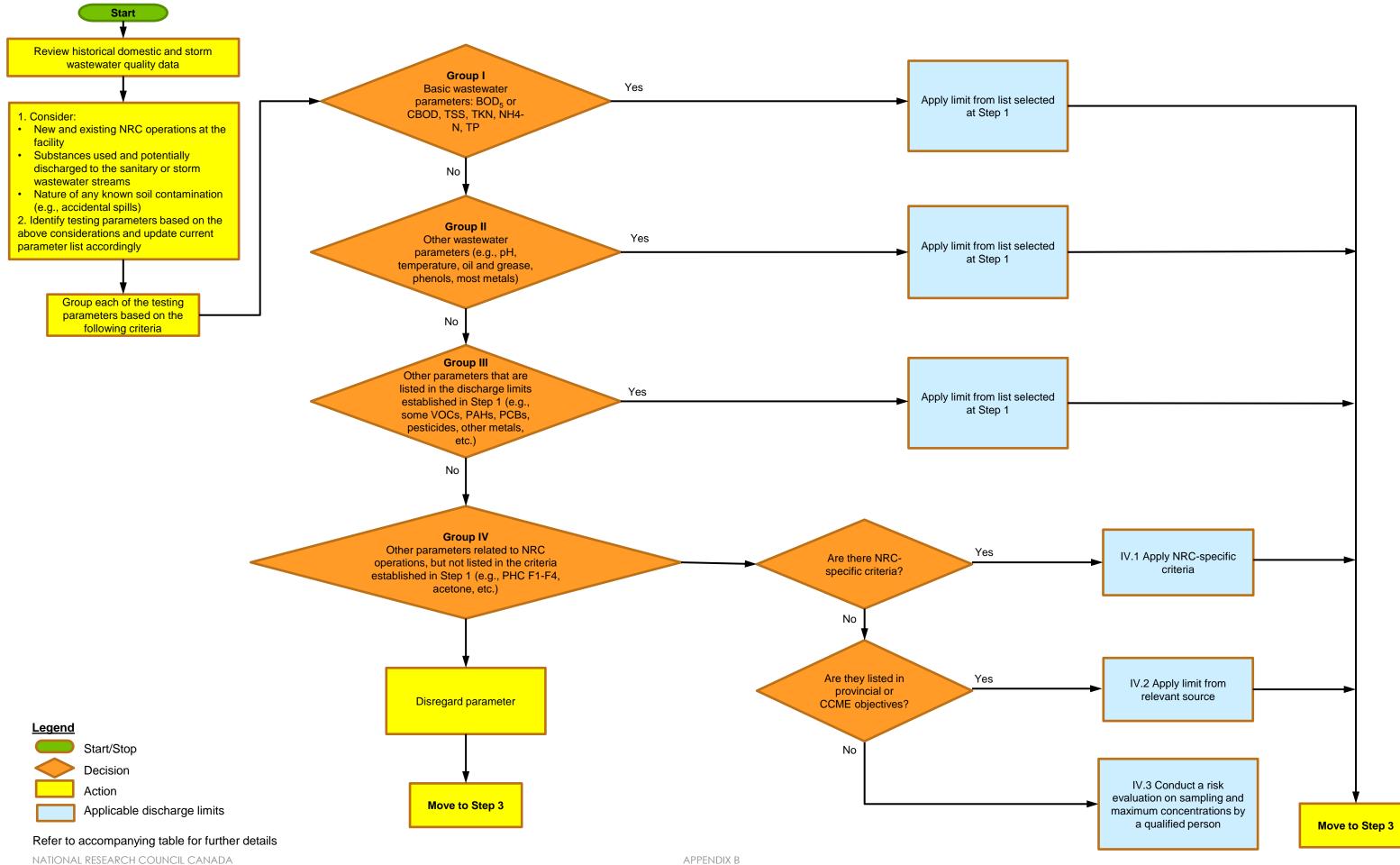
# Step 1: Identify Applicable Discharge Limits for the Site



NATIONAL RESEARCH COUNCIL CANADA

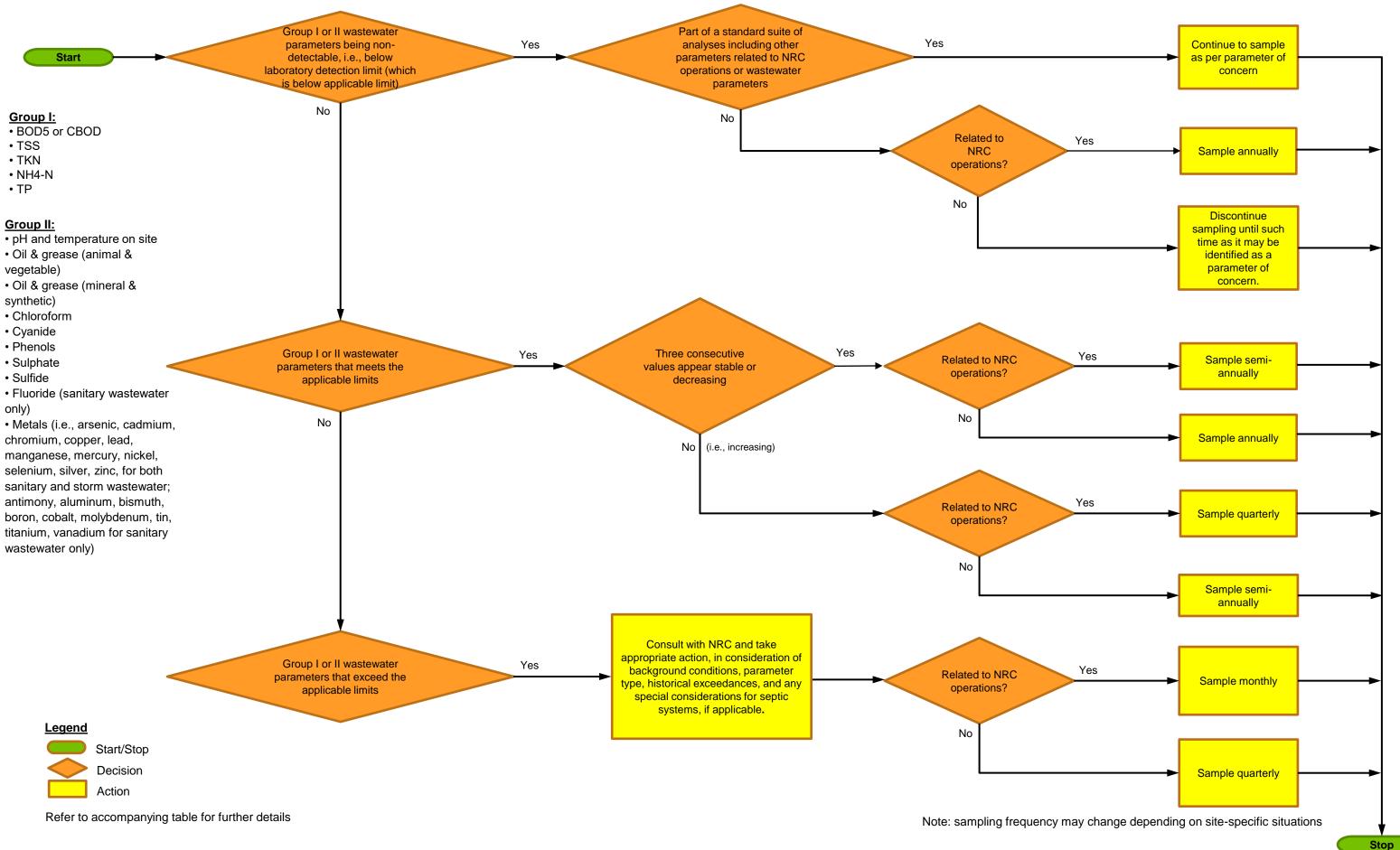
# Canada

# Step 2: Establish Appropriate Testing Parameters for the Site



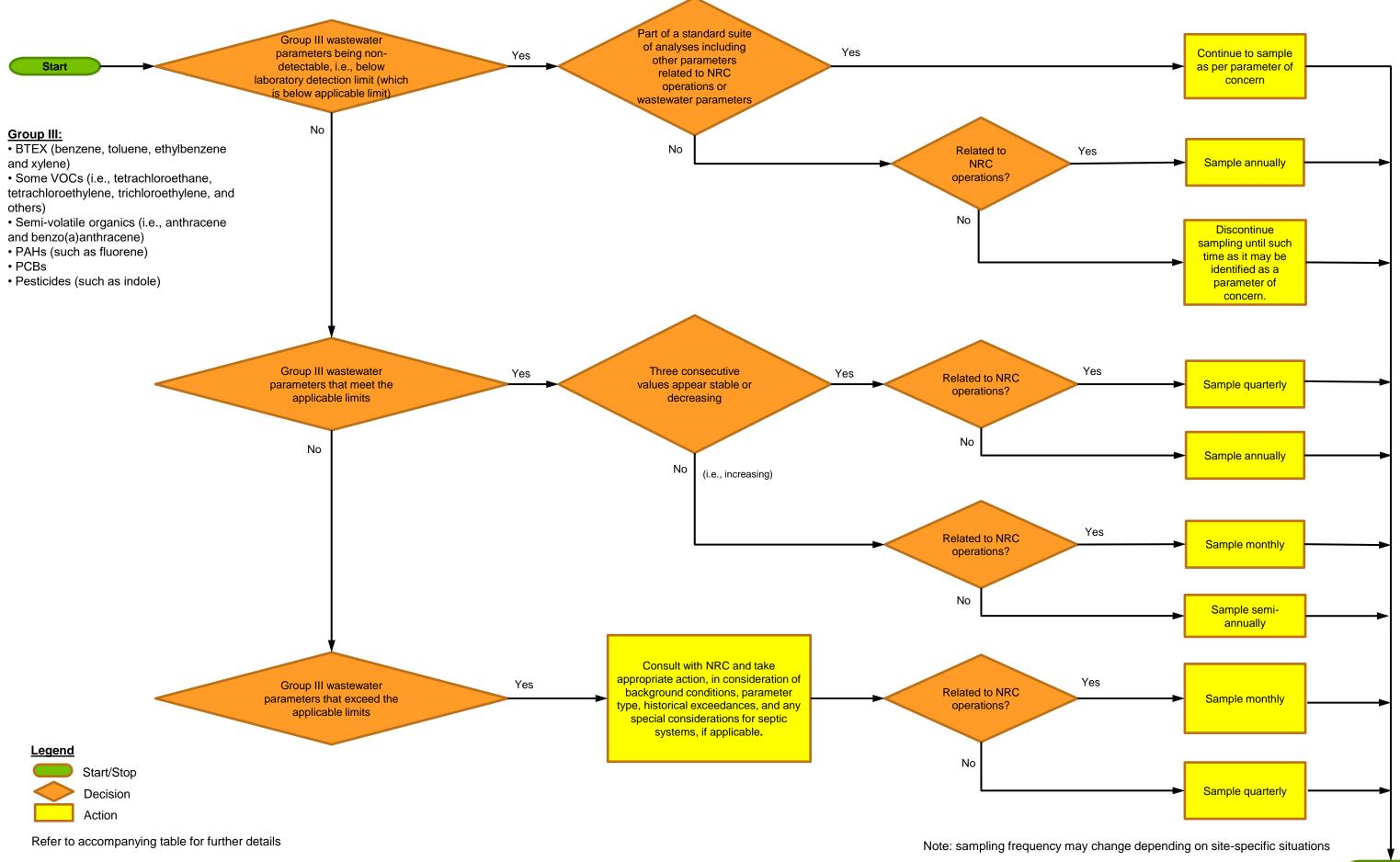
# Canada

# Step 3: Determine the Next Annual Sampling Frequency (Group I or II Parameters)



# Canada

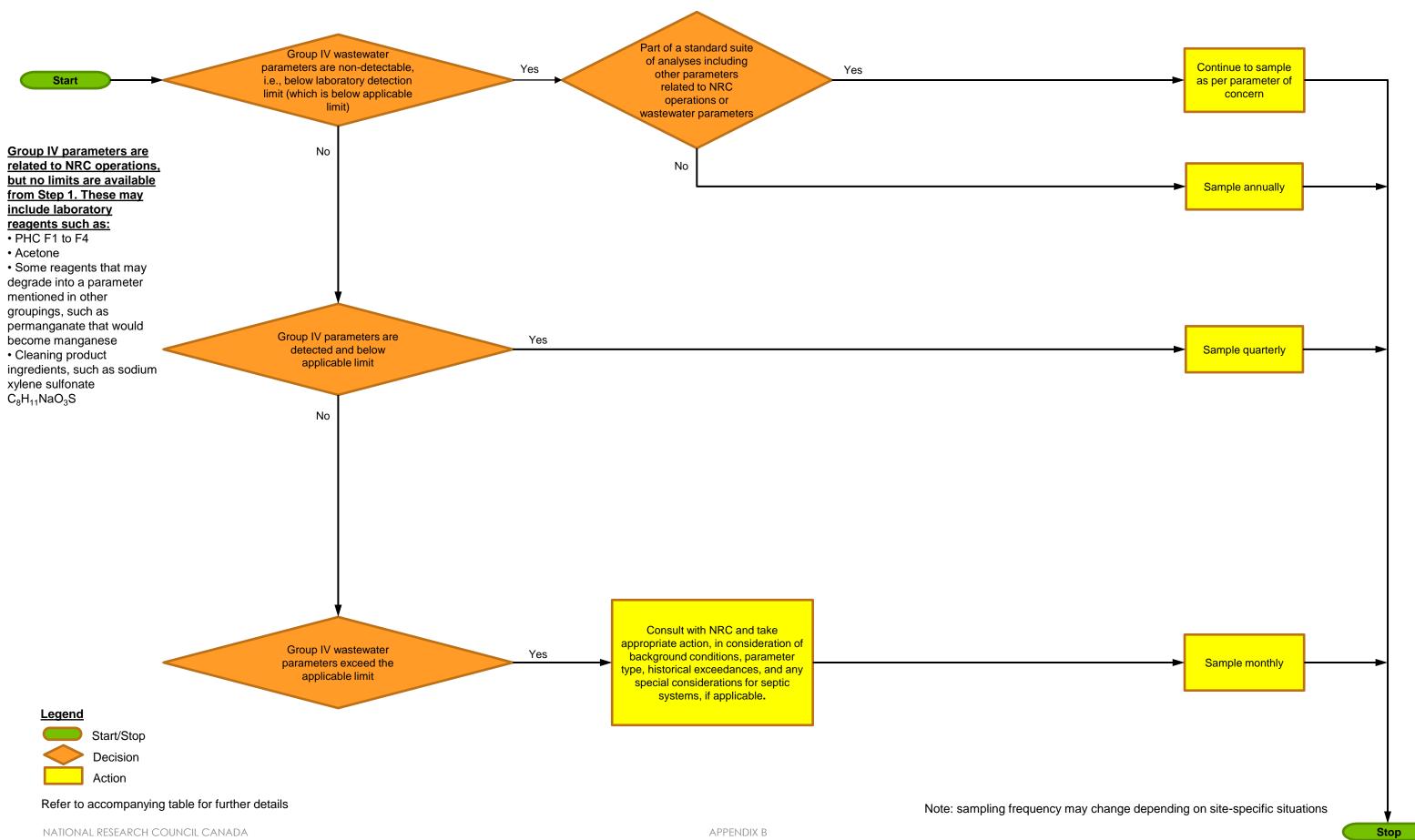
# Step 3: Determine the Next Annual Sampling Frequency (Group III Parameters)



# Canada

Stop

# Step 3: Determine the Next Annual Sampling Frequency (Group IV Parameters)





# National Research Council of Canada (NRC) National Wastewater Monitoring Framework

Step	Action	Decision Criteria	Outcome /	Action
	<ul> <li>Refer to provincial spreadsheet for the facility's location and select appropriate municipal discharge criteria, plus provincial and CCME objectives for surface water discharges and paramete not included in the municipal criteria (se Step 2).</li> </ul>	e		
	b. Confirm the discharge locations for sanitary and storm wastewater streams and select appropriate limits.	Type 1: Wastewater discharges to municipal sanitary, combined,and/or storm sewers, drainage ditches, and/or stormwatermanagement pondsType 1.1: Municipal discharge criteria	1.1: Apply Municipal discharg	
Step 1: Identify		<b>Type 1.2</b> : If no municipal discharge criteria available	1.2: In the absence of this, re permissible concentrations lis Procedures for Discharges to	ted in NRC's current
Applicable		Type 2: Stormwater discharges directly to a surface water body		
Discharge Limits for the Site		Type 2.1: Off-site wetland, creek, river, or lake	2.1: Apply Provincial surface	water criteria (PSWC)
		<b>Type 2.2</b> : Ocean	2.2: Apply CCME surface wat	er criteria
		Type 3: Wastewater discharges to on-site private sewagedisposal systemType 3.1: Discharge to infiltration bed	3.1: Apply CCME groundwate	er criteria
		<b>Type 3.2</b> : Discharge to off-site wetland, creek, river, or lake <b>Type 3.3</b> : Discharge to ocean	3.2: Apply Provincial surface v 3.3: Apply CCME surface wat	
	a. Review historical domestic and storm wastewater quality data.			
Step 2: Establish Appropriate Testing Parameters for	b. Consider the existing and any new NRG operations and processes at the specific facility and the substances discharged is sanitary or storm wastewater streams. Also consider the nature of any known contamination at the facility (e.g., accidental spills). Identify testing parameters based on the above considerations and update the current parameter list accordingly.	c o soil		
the Site	c. Group each of the testing parameters based on the criteria indicated for Grou I to IV:	<b>Group I</b> : Basic wastewater parameters (i.e., biological oxygen demand (BOD <sub>5</sub> ) or carbonaceous biological oxygen demand (CBOD), total suspended solids (TSS), total Kjeldahl nitrogen (TKN), ammonium (NH4-N), total phosphorous (TP))	Apply limit from list selected a	at Step 1, if included.
		<b>Group II</b> : Other wastewater parameters listed in the criteria established in Step 1 (e.g., pH, temperature, oil and grease (O&G), phenols, metals, fluoride)	Apply limit from list selected a	at Step 1, if included.



	Comments
	<ul><li>2.1: Criteria may require acceptance by the local conservation authority, if any</li><li>2.2: Criteria may require acceptance by Fisheries and Oceans Canada</li></ul>
•	3.1: Consider for use in identifying parameters not present in typical wastewater. Use as a compliance limit only if groundwater sampling is required and is conducted at least 15 m downgradient of the infiltration bed.
	3.3: Criteria may require acceptance by Fisheries and Oceans Canada
	See Appendix for complete list of Group II parameters. Note that the list of metals with municipal discharge limits is not the same for sanitary and storm wastewater. In addition, fluoride applies only for sanitary wastewater.

# National Research Council of Canada (NRC) National Wastewater Monitoring Framework

Step	Action	Decision Criteria	Outcome /	Action	Comments
Step 2 (continued)	c. (continued)	<b>Group III</b> : Other parameters that are listed in the discharge limits established in Step 1 (e.g., some volatile organic compounds (VOCs) including benzene, toluene, ethylbenzene and xylenes (BTEX), polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), pesticides, etc.)	Apply limit from list selected	at Step 1, if included.	See Appendix for typical list of Group III parameters; list to be clarified by the personnel responsible for the site-specific sampling program.
		<b>Group IV</b> : Other parameters related to NRC operations, but not listed in the criteria established in Step 1 (e.g., petroleum hydrocarbon fractions 1 to 4 (PHC F1-F4), additional VOCs such as acetone, permanganate, etc.)			See Appendix for typical list of Group IV parameters; list to be clarified by the personnel responsible for the site-specific sampling program.
		<b>IV.1</b> : Where there is an NRC-established threshold limit	IV.1: Apply NRC-established acetone)	threshold limit (e.g., for	
		<b>IV.2</b> : Where municipal discharge limits were selected in Step 1, and a limit for the parameter exists in the provincial or CCME objectives	IV.2: Follow the guidance in Step 3 for how these parameters fit into the sampling framework.		
		<b>IV.3</b> : Where a limit for the parameter does not exist in either municipal discharge limits, provincial limits, or CCME objectives	IV.3: Conduct a risk evaluation the parameter and obtain an person on sampling and max	opinion from a qualified	Qualified person is as defined under applicable provincial regulations (e.g., O.Reg. 153/04 in Ontario).
					If a parameter does not correspond to any of Groups I to IV, disregard parameter.
	a. Compare the sample results to the applicable discharge limits.				
	<ul> <li>Apply the suggested sampling frequencies for the relevant parameter group and conditions observed.</li> </ul>	<b>Group I or II</b> wastewater parameters that are non-detectable, (i.e., below the laboratory detection limit, which is below the applicable limit) for three consecutive results	If parameter is part of a stand including other parameters re or wastewater parameters, co parameter of concern	elated to NRC operations ontinue to sample as per	A suite is a group of parameters analyzed all at once by the laboratory equipment – may result in still reporting a parameter that is not technically required.
	Note that sampling frequencies are subject to change at the discretion of those overseeing		Sample annually if related to	•	A new permeter of concern new he identified if a
	the site-specific program.		Discontinue sampling if not related to NRC operations, until such time as it may be identified as a parameter of concern.		A new parameter of concern may be identified if a new laboratory process is introduced that uses the parameter.
		<b>Group I or II</b> wastewater parameters that are detectable but meet the applicable limits			
Step 3: Determine the		Three consecutive values appear stable or are decreasing	Sample semi-annually if related Sample annually if not related		
Annual Sampling Frequency		Three consecutive values are increasing	Sample semi-annually if not i or quarterly if related to NRC		
		Group I or II wastewater parameters that exceed the applicable limits	Take appropriate action in co Sample monthly if related to Sample quarterly if not relate	nsultation with NRC. NRC operations.	Consider background conditions, parameter type, whether exceedances are sporadic or persistent, and if special considerations for septic systems apply (e.g., concentrations in groundwater at property limit should not exceed drinking water limit).
		<b>Group III</b> parameters that are non-detectable, (i.e., below the laboratory detection limit, which is below the applicable limit)	If parameter is part of a standard suite of analyses including other parameters related to NRC operations or wastewater parameters, continue to sample as per parameter of concern.		A suite is a group of parameters analyzed all at once by the laboratory equipment – may result in still reporting a parameter that is not technically required.
			Sample annually if related to Discontinue sampling if not re until such time as it may be in concern.	elated to NRC operations,	A new parameter of concern may be identified if a new laboratory process is introduced that uses the parameter.



## National Research Council of Canada (NRC) National Wastewater Monitoring Framework

Step	Action	Decision Criteria	Outcome /	Action	Comments
Step 3 (continued)	b. (continued)	<b>Group III</b> parameters that are detectable but meet the applicable limits			
		Three consecutive values appear stable or are decreasing	Sample quarterly if related to Sample annually if not related		
		Three consecutive values are increasing	Sample monthly if related to Sample semi-annually if not r		
		<b>Group III</b> parameters that exceed the applicable limits	Take appropriate action in co Sample monthly if related to Sample quarterly if not relate	NRC operations.	Consider background conditions, parameter type, whether exceedances are sporadic or persistent, and if special considerations for septic systems apply (e.g., concentrations in groundwater at property limit should not exceed drinking water limit).
		<b>Group IV</b> parameters that are non-detectable, (i.e., below the laboratory detection limit, which is below the applicable limit)	If parameter is part of a stand including other parameters re or wastewater parameters, co parameter of concern. If not, sample annually.	elated to NRC operations	A suite is a group of parameters analyzed all at once by the laboratory equipment – may result in still reporting a parameter that is not technically required.
		<b>Group IV</b> parameters that are detectable but meet the applicable limits	Sample quarterly.		
		<b>Group IV</b> parameters that exceed the applicable limits	Take appropriate action in consultation with NRC. Sample monthly.		Consider background conditions, parameter type whether exceedances are sporadic or persistent, and if special considerations for septic systems apply (e.g., concentrations in groundwater at property limit should not exceed drinking water limit).

#### List of Acronyms:

CCME – Canadian Council of Ministers of the Environment

BOD<sub>5</sub> – 5-day Biological Oxygen Demand

CBOD – Carbonaceous Biological Oxygen Demand

TSS – Total Suspended Solids

TKN – Total Kjeldahl Nitrogen

NH<sub>4</sub>-N – Ammonia expressed as Nitrogen

TP – Total Phosphorus

VOC – Volatile Organic Compounds

PHC – Petroleum Hydrocarbons

PAHs – Polycyclic Aromatic Hydrocarbons

PCBs – Polychlorinated Biphenyls

Note: Sampling frequency is subject to change to fit site-specific situations.



# Appendix – Parameter Grouping Lists

The following list, provided as an example, has been developed primarily using the City of Ottawa Sewer-use By-law No. 2003-514

## Group I:

## • BOD<sub>5</sub> or CBOD

- TSS
- TKN
- NH<sub>4</sub>-N
- TP

## Group II:

- pH and temperature on site
- Oil & grease (animal & vegetable)
- Oil & grease (mineral & synthetic)
- Chloroform
- Cyanide
- Phenols
- Sulphate
- Sulphide
- Fluoride (sanitary wastewater only)
- Metals (i.e., arsenic, cadmium, chromium, copper, lead, iron, manganese, mercury, nickel, selenium, silver, zinc, for both sanitary and storm wastewater; antimony, aluminum, bismuth, boron, cobalt, molybdenum, tin, titanium, vanadium for sanitary wastewater only)

## Group III:

- VOCs (i.e., benzene, toluene, ethylbenzene, and xylene [BTEX], tetrachloroethane, tetrachloroethylene, trichloroethylene, and others)
- Semi-volatile organics (e.g., anthracene and benzo(a)anthracene)
- PAHs (e.g., fluorene)
- PCBs
- Pesticides (e.g., indole)

# Canada

## Group IV:

May include laboratory substances such as:

- PHC F1 to F4
- Acetone
- Some reagents that may degrade into a parameter mentioned in other groupings, such as permanganate that would become manganese
- Cleaning product ingredients, such as sodium xylene sulfonate C<sub>8</sub>H<sub>11</sub>NaO<sub>3</sub>S
- Metals as ingredients of cleaning products, or reagents such as beryllium, thallium, or other not already included in Group II

Master table: site, number of samples and frequency sampling parameters

## West Region

Site	S	anitary Wastewa	ter			Storm Wa	ter					
	# Sampling Locations	Parameters	Frequency	Notes	# Sampling Locations	Parameters	Frequency	Notes				
	West Region Facilities											
		ICP Metals**	Quarterly									
Penticton	3	TSS Fluoride Nitrate TKN PHC F1 to F4 VOC*	Quarterly Semi-Annual Semi-Annual Semi-Annual Quarterly Quarterly									
Vancouver	1	Fluoride Nitrate TKN PHC F1-F4 VOC*	Semi-Annual Semi-Annual Semi-Annual Semi-Annual Semi-Annual		2	Mercury Fluoride Sulphate BOD TKN PHC F1 to F4	Annual					
Victoria	2	BOD TSS Nitrate TKN PHC F1 to F4 VOC*	Annual Semi-Annual Semi-Annual Quarterly Quarterly		2	ICP Metals Mercury Oil & Grease TSS, BOD, TKN Nitrate/Sulphate Phenols & Fluoride PHC VOC*	Annual					

\* Include acetone

# Central Region

Site		Sanitary Was	tewater		Storm Water					
	# Sampling Locations	Parameters	Frequency	Notes	# Sampling Locations	Parameters	Frequency	Notes		
			<u> </u>	Central R	egion Facilities					
		ICP** Metals	Quarterly			ICP Metals				
		BOD	Semi-Annual			Mercury				
		TSS	Semi-Annual			Oil & Grease				
Winnipeg (Ellice Av.)	1	TKN	Semi-Annual		1	TSS, BOD, TKN	Annual			
(Enice Av.)		PHC F1-F4	Quarterly			Nitrate/Sulphate				
		VOC*	Quarterly			Phenols & Fluoride				
						PHC				
						VOC				
Saskatoon	3 interiors:	General Chemistry (TKN, TSS, Oil & grease, BOD)			2 interiors	ICP Metals	Semi-Annual			
	1 exterior	ICP** Metals			3 Exteriors	TSS				
		PHC F1 to F4				VOC				
		VOC* pH				Oil & Grease				
Winnipeg (new facility Brookside)	1	General Chemistry (TKN, TSS, Oil & grease, BOD) ICP ** Metals PHC F1-F4 VOC* pH			1	General Chemistry (TKN, TSS, Oil & grease, BOD) ICP ** Metals PHC F1-F4 VOC*	Semi-Annual			

\* Include acetone

## Ontario region

Site		Sanitary W	astewater		Storm Water							
	# Sampling Locations	Parameters	Frequency	Notes	# Sampling Locations	Parameters	Frequency	Notes				
	Ontario Region Facilities											
Mississauga New building	To be determinated	To be determinated	To be determinated	To be determinated	To be determinated	To be determinated	To be determinated	To be determinated				
London	1	ICP **Metals BOD TSS Oil & Grease PHC F1 to F4 VOC*	Quarterly Semi-Annual Semi-Annual Semi-Annual Semi-Annual Quarterly		1	ICP ** Metals TSS VOC	Semi-Annual					

\* Include acetone

### National Capital Region

Site		Sanitary Wastewa	iter		Storm Water				
	# Sampling Locations	Parameters	Frequency	Notes	# Sampling Locations	Parameters	Frequency	Notes	
			National Capi	tal Region F	acilities				
Montreal Road North campus	5	Fluoride pH TKN TSS Oil and Grease (animal-vegetable) Oil and Grease (mineral-synthetic) Total Oil and Grease Routine and Non- Routine VOCs * Acetone Metals** (ICP) incl. mercury PHC (F1-F4)	All Quarterly		2	BOD pH Phosphorus as P TSS Routine and Non- Routine VOCs Acetone Metals (ICP) incl. mercury PHC F1-F4	Semi- Annual		
Uplands	2	BOD, Total Phosphorus, TKN, TSS, Phenols PHC F1 to F4, VOC *(inc.acetone), pH, Metals** (inc. mercury), Oil & Grease, Nonyl phenols	Quarterly		2	TSS Oil & Grease PHC F1 to F4 VOC Metals	annual		
Lester Road	1	ICP 88Metals Mercury TKN TSS pH Oil & Grease PHC F1 to F4 PHC C10-C50 VOC* (inc. acetone) Total Phosphorus	All Quarterly		1	DCO, BOD TSS, pH, Hardness Oil & Grease PHC F1 to F4 VOC (inc acetone) Metals (inc mercury) Total Phosphorus	All Quarterly		

\* Include acetone \*\* ICP Metals include mercury

# Québec Region

Site		Sanitary Wastewa	ater			Storm Water				
	# Sampling Locations	Parameters	Frequency	Notes	# Sampling Locations	Parameters	Frequency	Notes		
			Quebec Regi	<u>on</u>						
Saguenay	1	ICP** pH TKN PHC F1-F4 PHC C10-C50 VOC* (inc. acetone) Total Phosphorous Oil & Grease	All Quarterly		1	PHC C10-C50 Metals VOC Total Phosphorus	Annual			
Boucherville	4	ICP** Metals pH TKN PHC F1-F4 PHC C10-C50 VOC* (inc. acetone) Total Phosphorus	All Quarterly		4	VOC Metals Total Phosphorus	Annual			
Decelles	2	BOD PHC F1 to F4 PHC C10-C50 VOC * pH	All Semi- Annual		1	PHC C10-C50 Metals VOC	annual			
Royalmount	4	ICP **Metals TKN TSS pH Oil & Grease PHC F1 to F4 PHC C10-C50 VOC* Total Phosphorus	All Quarterly		5	ICP Metals TSS Total Phosphorus	Annual			

\* Include acetone

#### Atlantic Region

Site		Sanitary W	astewater			Storm Wa	iter	
	# Sampling Locations	Parameters	Frequency	Notes	# Sampling Locations	Parameters	Frequency	Notes
			Atlantic	Region Faci			<u>.</u>	
Halifax	2	ICP Metals BOD TSS PHC F1 to F4 VOC (inc.acetone) pH Total Phosphorous Fluoride Phenols	Quarterly Semi-Annual Quarterly Quarterly Quarterly Quarterly Quarterly Quarterly Semi-Annual		2	VOCs incl. acetone ICP metals incl. mercury BOD, TKN, TSS pH Fluoride Total Phosphorous Phenols	Semi- Annual	
Ketch Harbour	1	ICP Metals Nitrate Chlorine Mercury pH TSS BOD TKN Fluoride Oil & Grease VOC PHC F1-F4	Quarterly Quarterly Quarterly Quarterly Quarterly Semi-Annual Semi-Annual Semi-Annual Quarterly Annual Quarterly Annual					
St. John's	4	ICP Metals BOD Fluoride TKN PHC F1 to F4 VOC Oil & Grease TSS	Quarterly Semi-Annual Quarterly Semi-Annual Quarterly Quarterly Semi-Annual Annual		3	ICP Metals TSS Fluoride Oil & Grease PHC F1 to F4 VOC	Semi- Annual Semi- Annual Annual Annual Semi- Annual	

\* Include acetone \*\* ICP Metals include mercury

Final report template

NRC [CAMPUS CITY/NAME] -[YYYY/YYY] Wastewater Compliance Monitoring Report

[DRAFT/FINAL] Report

[YYYY/MM/DD]

[INSERT PHOTO (MAIN BUILDING) HERE AS APPLICABLE]

Prepared for:

Public Services and Procurement Canada [CLIENT DEPARTMENT] [CLIENT ADDRESS LINE 1] [CLIENT ADDRESS LINE 2]

Prepared by:

[CONSULTANT NAME] [CONSULTANT ADDRESS LINE 1] [CONSULTANT ADDRESS LINE 2]

[CONSULTANT] Project No.: [PROJECT NUMBER] PSPC Project No.: [PROJECT NUMBER]

This document entitled *NRC* [*CAMPUS CITY/NAME*] - [YYYY/YYY] *Wastewater Compliance Monitoring Report* was prepared by [CONSULTANT NAME] for the account of Public Services and Procurement Canada (the "Client") and the National Research Council of Canada (NRC). [INSERT COMPANY STANDARD LIMITATIONS, EXAMPLE TEXT FOLLOWS] Any reliance on this document by any third party is strictly prohibited. The material in it reflects [CONSULTANT NAME]'s professional judgment in light of the scope, schedule and other limitations stated in the document and in the contract between [CONSULTANT NAME] and the Client. The opinions in the document are based on conditions and information existing at the time the document was published and do not consider any subsequent changes. In preparing the document, [CONSULTANT NAME] did not verify information supplied to it by others. Any use which a third party makes of this document is the responsibility of such third party. Such third party agrees that [CONSULTANT NAME] shall not be responsible for costs or damages of any kind, if any, suffered by it or any other third party as a result of decisions made or actions taken based on this document.

Prepared by \_\_\_\_\_

(signature) [AUTHOR NAME AND CREDENTIALS]

Reviewed by

(signature) [REVIEWER NAME AND CREDENTIALS]

Approved by \_\_\_\_\_

(signature)
[APPROVER NAME AND CREDENTIALS]

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# **Executive Summary**

- Introduce consultant, client, and facility (name and civic address).
- Refer to applicable standing offer agreement, request for proposal, and proposal.
- Provide project purpose and objectives (e.g., proactive assessment of compliance, due diligence, other as established by NRC).
- Describe the facility:
  - List the facility buildings/structures (including the number of levels)
  - List the individual research centres and research facilities housed, as well as relevant facility activities
  - Identify historical issues related to wastewater at the facility
- Identify and describe the point(s) of compliance.
- Identify the applicable discharge limits, sampling parameters, and sampling frequency according to the NRC National Wastewater Monitoring Framework.
- Describe the monitoring and sampling activities completed.
- Reference Table E.1 Summary of Annual Wastewater Monitoring.
- Summarize sample results, identify exceedances of the applicable discharge limits and/or observations of concern.
- Summarize the implications of the findings and recommendations for revisions to the site-specific compliance program according to the Monitoring Framework.

#### Table 1: Summary of Annual Wastewater Sampling Results

Sample Location	Sample Date(s)	Parameter(s) Exceeding Applicable Limit	Parameter(s) of concern without criteria detectable or prohibit to discharge	Other Observations	

# Abbreviations

[AA] [ALPHA] [ALPHA]

[ZZ] [ZULU] [ZULU]

Introduction

# 1.0 INTRODUCTION

- Introduce consultant, client, and facility (name and civic address)
- Refer to applicable standing offer agreement, request for proposal, and proposal
- Provide project purpose and objectives (e.g., proactive assessment of compliance, due diligence, other as established by NRC)

## 1.1 FACILITY DESCRIPTION

- Introduce facility (name and civic address)
- Describe the facility:
  - List the facility buildings/structures (including the number of levels)
  - List the individual research centres and research facilities housed, as well as relevant activities
  - List the individual Tenants and tenants facilities housed, as well as relevant activities

## 1.2 BACKGROUND

## 1.2.1 Sanitary Wastewater Network

- Refer to figure(s) illustrating the facility sanitary wastewater network in the appendices
- Describe the facility sanitary wastewater network as per the following:

#### 1.2.1.1 Building Name(s):

- List the individual sanitary wastewater systems/branches, identify the connected fixtures/systems, and identify the sampling location which characterizes each sanitary wastewater system/branch (where applicable)
- Identify the source(s) of wastewater for each system/branch (e.g., domestic, laboratory, other)
- Identify where these individual sanitary wastewater systems/branches converge at a building(s) level (if applicable) and identify the sampling location that characterizes these combined sanitary wastewater systems/branches (if applicable)

#### 1.2.1.2 Point(s) of Compliance:

- Describe the point(s) of compliance, i.e., the closest accessible location to the point(s) after which no other facility flows contribute and at which the sanitary wastewater:
  - 0 Enters the municipal sanitary or combined sewer network
  - 0 Is discharged into an on-site leaching bed or infiltration bed, or
  - 0 Is discharged through other means (e.g., to on-site surface)

#### Introduction

1.2.1.3 Other Sampling Point(s):

Describe other sampling point(s) in the system contributing to sanitary sewer discharge,
 e.g., different building wings, neutralization tank discharge, etc.

### 1.2.2 Storm Wastewater Network

- Refer to figure(s) illustrating the facility storm wastewater network in the appendices
- Describe the facility storm wastewater network as per the following:
- 1.2.2.1 Building(s):
  - List the individual storm wastewater systems/branches, identify the catchment areas, and identify the sampling location that characterizes each storm wastewater system/branch (where applicable)
  - Identify where these individual storm wastewater systems/branches converge at a building(s)
     level (if applicable) and identify the sampling location which characterizes these combined storm wastewater systems/branches (if applicable)
- 1.2.2.2 Point(s) of Compliance:
  - Describe the point(s) of compliance, i.e., closest accessible location to the point(s) after which no other facility flows contribute and at which the storm wastewater:
    - Enters the municipal storm sewer network (includes municipal sewers, ditches, and retention structures)
    - 0 Is discharged into an on-site infiltration bed, or
    - 0 Is discharged through other means (e.g., to on-site surface)

#### 1.2.2.3 Other Sampling Point(s):

- Describe other sampling point(s) in the system contributing to stormwater discharge, e.g., rooftop drains, different catchment areas or catch basins, etc.

### 1.2.3 Historical Issues

- Describe the general historical wastewater sampling findings at the facility, including exceedances of applicable discharge limits, detection of parameters not listed in the applicable limits, or other findings.
- Identify any orders, warnings, and notices of violations the facility has received from authorities having jurisdiction with respect to sanitary or storm wastewater.
- Identify if facility groundwater, municipal water supply, or other site activities/conditions have been suspected or confirmed to be contributing to historical exceedances/issues (if relevant).

**NRC** Annual Wastewater Monitoring Framework

# 2.0 NRC ANNUAL WASTEWATER MONITORING FRAMEWORK

• Describe the NRC Annual Wastewater Monitoring Framework (Monitoring Framework) and refer to table and flowchart in Appendix A.

## 2.1 STEP 1: APPLICABLE DISCHARGE LIMITS

#### Sanitary:

- Identify the point(s) of discharge for sanitary wastewater:
  - Municipal sanitary or combined sewer network
  - On-site leaching bed or infiltration bed
- Identify the point(s) of discharge for storm wastewater:
  - Municipal storm sewer network (including ditches and stormwater management ponds)
  - On-site infiltration bed
  - Off-site surface water body (e.g., wetland, creek, river, lake, ocean)
- Use the Monitoring Framework table and flowchart in Appendix A to identify the applicable discharge limits (e.g., municipal discharge criteria, provincial or federal water quality objectives, or risk-based limits).
- Clarify that the selected regulatory criteria are applicable at the point(s) of compliance and that other sampling locations are for the purposes of characterizing wastewater upgradient of the point(s) of compliance.
- Where the applicable discharge limits do not provide criteria for a certain parameter, other criteria may be used, as described in the Monitoring Framework table and flowchart in Appendix A.
- NOTE: Relevant municipal and provincial discharge limits are tabulated in the spreadsheets provided in Appendix C. Provincial and federal surface water and groundwater quality criteria, if applicable, can be selected and tabulated on a facility-specific basis according to site characterization

## 2.2 STEP 2: ANALYTICAL PARAMETERS

- Identify wastewater parameters to be analyzed.
- Identify parameters related to NRC operations to be analyzed.
- Categorize parameters according to Groups I, II, III, and IV in the Monitoring Framework table in Appendix A. Use the Monitoring framework table and the flowchart to categorize parameters in the related groups I, II, III, and IV. If referring to the groups in the report, include parameter in brackets, example: group I (TKN, TSS, etc.).
- Consider whether any changes to the facility have occurred in the past year that could result in a change to the sampling parameters under the Monitoring Framework, and add parameters as required.

NRC Annual Wastewater Monitoring Framework

## 2.3 STEP 3: SAMPLING FREQUENCY

- Identify appropriate sampling frequencies based on parameters detected and/or exceeding applicable discharge limits, according to the Monitoring Framework table and flowcharts in Appendix A.
- Consider parameters that have been detected at the facility in the past, the nature of parameters detected and/or exceeding the applicable limits, increasing or decreasing concentration trends, and consistency of historical concentrations.

Sampling Methodology

# 3.0 SAMPLING METHODOLOGY

- State the scope of annual sampling and reference Table 2: Summary of Annual Wastewater Monitoring, indicating the sampling locations, frequency, and parameters analyzed (example provided below).
- Include sample dates, locations, and identification names.
- Name the authority escorting the consultant during sampling, if present.

#### Table 2: Summary of Annual Wastewater Monitoring

Sample Location ID	Point of Compliance? Y/N	Sampling Frequency and Dates	Parameters Analyzed	Comments	

## 3.1 FIELD SAMPLING

- Describe sample locations, including type of access point, depth, type of flow/wastewater source, etc.
- Describe field sampling and investigation methodology with reference to applicable standard operating procedures and field sampling methodology as directed by NRC during the sampling program.
- Confirm the methodology that was followed during this sampling program and identify any deviations from the standard operating procedures or NRC direction, with rationale.
- Describe field quality assurance/quality control (QA/QC) measures (i.e., decontamination, sample handling, storage, documentation, and transportation, etc.).

## 3.2 LABORATORY ANALYSES

• Identify the analytical laboratory used and its accreditation

## 3.3 QUALITY ASSURANCE/QUALITY CONTROL

- Describe the data quality objectives (e.g., to provide data suitable for comparison with the applicable discharge limits established for the facility, etc.)
- Identify QA/QC measures beyond those listed in the field sampling methodology section, such as the submission of field blank or trip blank samples, and blind field duplicate samples, where applicable
- Describe QA/QC measures undertaken by the laboratory (e.g., laboratory replicate sample analysis, spiked blanks, etc.)

#### Results

# 4.0 RESULTS

- Describe observations made during site visits and sampling (including colour, odour, etc.)
- Describe any limitations on the sampling program due to access restrictions, sampling conditions, or other factors.
- Note the presence of any deleterious substances, medical wastes, biological wastes, or other such substances observed during wastewater sampling, which may be prohibited by applicable municipal discharge legislation.

# 4.1 SANITARY WASTEWATER

- Refer to tabulated sanitary wastewater analytical results in Appendix C.
- Summarize exceedances of applicable discharge limits at point(s) of compliance.
- Summarize exceedances of applicable discharge limits at other locations at the facility (i.e., characterization samples for internal review purposes.)
- Summarize concentrations of parameters of concern without municipal discharge limits.
- Comment on additional parameters sampled as part of suites of analysis.
- Comment on current findings relative to historical results.

# 4.2 STORM WASTEWATER

- Refer to tabulated storm wastewater analytical results in Appendix C.
- Summarize exceedances of applicable discharge limits at point(s) of compliance.
- Summarize exceedances of applicable discharge limits at other locations at the facility (i.e., characterization samples for internal review purposes.)
- Summarize concentrations of parameters of concern without municipal discharge limits.
- Comment on additional parameters sampled as part of suites of analysis
- Comment on current findings relative to historical results.

# 4.3 QUALITY ASSURANCE/QUALITY CONTROL

- Describe results of QA/QC program (i.e., field duplicate relative percent difference calculations and comparison with acceptable screening limits, detection of parameters in field and trip blanks, as applicable, etc.)
- Describe sample and laboratory qualifiers as indicated in the certificates of laboratory analysis.
- Comment on acceptability of the data and whether the data quality objectives have been met.

Discussion and Conclusions

# 5.0 DISCUSSION AND CONCLUSIONS

- Discuss results as they relate to the Monitoring Framework described in Section 2.0 and Appendix A.
- Discuss implications of results that do not comply with applicable discharge limits (e.g., level of risk to human health and the environment, implications for non-compliance).
- Discuss potential factors contributing to any non-compliance based on known or suspected conditions, and assess potential trends using available historical monitoring data. Refer to trend graphs in Appendix C as applicable.
- Discuss the significance of parameters that were sampled but not detected, in the context of the Monitoring Framework.
- Discuss the implications of any adjustments to the sampling plan or QA/QC issues that were identified.

Recommendations

# 6.0 **RECOMMENDATIONS**

- Provide recommendations for adjustments to the site-specific annual compliance monitoring program based on the Monitoring Framework described in Appendix A. Adjustments could include increased or reduced monitoring frequency, changing the parameters sampled, and/or implementing action plans in consultation with NRC. Provide justifications for the adjustments.
- Include a table providing the most recent year's sampling program alongside the proposed revised sampling program. Sample table provided below, can be modified as needed.
- Consider the presence of deleterious substances in wastewater and provide appropriate
   recommendations if required.Include Table of Current and Future Annual Wastewater Monitoring
   Summary

#### Recommendations

#### Table 3: Current and Future Annual Wastewater Monitoring Summary

1 table for sanitary water, 1 table for storm water, and 1 table for grey water if applicable

Location at	Sampling ID	Current Annual Monitoring Events		Future Annual Monitoring Events			Comments/Rationale	
Facility		Spring	Summer	Fall/Winter	Spring	Summer	Fall/Winter	Commentariationale

References

# 7.0 REFERENCES

[ENTITY FULL NAME (ABBREVIATED NAME), YEAR]. [TITLE OF DOCUMENT], Prepared for [ADDRESSEE, AS APPLICABLE], Dated [DATE]. Include applicable municipal bylaw, provincial or federal limits regulation if applicable

# **APPENDICES**

# Appendix A NRC ANNUAL WASTEWATER MONITORING FRAMEWORK

• Attach provided Monitoring Framework table and flowchart.

# Appendix B FIGURES

- Attach, at a minimum, figures illustrating:
  - The facility location and layout.
  - The locations of sanitary and storm wastewater systems and sampling points, highlighting the point(s) of compliance.
  - Figures must include sampling locations that reported exceedances of one or more applicable discharge limits, including results compared with applicable discharge limit(s).

# Appendix C ANALYTICAL SUMMARY TABLES

- Attach the analytical summary tables, comparing the sample results with the applicable concentration *limits*.
- Include historical sampling data tables.
- Consider trend graphs of historical results for parameters of concern (i.e., that have exceeded the applicable discharge limits at the point of compliance).
- NOTE: Relevant municipal and provincial sewer use by-law criteria are tabulated in the provided spreadsheets with reference links and dates. Provincial and federal groundwater and surface water criteria will need to be selected and tabulated on a facility-specific basis, if determined to be required through the Assessment Framework.
- Underline parameters over detection limits,
- Highlight parameters exceedance

# Appendix D COPIES OF LABORATORY CERTIFICATES OF ANALYSIS

• Attach copies of the laboratory certificates of analysis, in date order.

# Appendix E PHOTOGRAPHIC LOG

- Provide a photographic log of key aspects of the field sampling investigation, including sampling points.
- Provide the date and time the photograph was taken, the orientation (i.e., north, south, etc.), and a description (including relevant background reference features)
- Include photograph of the sample location tag

# Appendix F FIELD NOTES

- Attach relevant field notes and observations, specifically those recorded on field forms provided by Public Services and Procurement Canada
- Attach copy of the interview for the update of the site activities (research center and Tenants).

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

- 01 Interpretation
- 02 Powers of Canada
- 03 Status of the Contractor
- 04 Conduct of the Work
- 05 Subcontracts
- 06 Time of the Essence
- 07 Excusable Delay
- 08 Inspection and Acceptance of the Work
- 09 Invoice Submission
- 10 Taxes
- 11 Payment Period
- 12 Interest on Overdue Accounts
- 13 Audit
- 14 Compliance with Applicable Laws
- 15 Liability
- 16 Government Property
- 17 Amendment
- 18 Assignment
- 19 Suspension of the Work
- 20 Default by the Contractor
- 21 Termination for Convenience
- 22 Right of Set-off
- 23 Conflict of Interest and Values and Ethics Codes for the Public Service
- 24 Contingency Fees
- 25 International Sanctions
- 26 Harassment in the Workplace
- 27 Entire Agreement

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

In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1. The Contractor represents and warrants that:
  - (a) it is competent to perform the Work;
  - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 2. The Contractor must:
  - (a) perform the Work diligently and efficiently;
  - (b) except for Government Property, supply everything necessary to perform the Work;
  - (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - (d) select and employ a sufficient number of qualified people;
  - (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
  - (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
- The Contractor consents in the case of a contract that has a value in excess of \$10,000.00 to the public disclosure of information – other than information described in any of paragraphs 20(1)a) to (d) of the Access to Information Act – relating to the contract.

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

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

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

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

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

- 1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
  - (a) is beyond the reasonable control of the Contractor;
  - (b) could not reasonably have been foreseen;

- (c) could not reasonably have been prevented by means reasonably available to the Contractor; and
- (d) occurred without the fault or neglect of the Contractor,

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

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

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

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

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

- 1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 2. Invoices must show:
  - (a) the date, the name and address of the client, item or reference numbers, deliverable and/or description of the Work, contract number, Procurement Business Number (PBN) or GST/HST #;
  - (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
  - (c) deduction for holdback, if applicable;
  - (d) the extension of the totals, if applicable; and

- (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
- 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

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

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

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

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

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

Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

4. GST or HST

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

5. Tax Withholding of 15 Percent

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

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

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

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

1. For the purpose of this section:

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

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

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

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

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.

3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

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

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

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

- 1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
- The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

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

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

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

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

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

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

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

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

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

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

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

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

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

- At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
  - (a) on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - (b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
  - (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.

# National Research Council Canada Conseil national de recherches Canada

- 3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
- 4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

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

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

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

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

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

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

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

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

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

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

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

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

# 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.

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

<ul> <li>PART A - CONTRACT INFORMATION / PARTIE A</li> <li>1. Originating Government Department or Organizati Ministère ou organisme gouvernemental d'origine</li> </ul>	on /	RACIUELLE	2. Branch or Directorate	Direction générale ou Dir	ection		
3. a) Subcontract Number / Numéro du contrat de so	us-traitance 3. b)	Name and Addres	ss of Subcontractor / Nom	et adresse du sous-traitar	it		
<ol> <li>Brief Description of Work / Brève description du tr</li> </ol>	avail						
<ol> <li>a) Will the supplier require access to Controlled G Le fournisseur aura-t-il accès à des marchandis</li> </ol>							
Regulations? Le fournisseur aura-t-il accès à des données te sur le contrôle des données techniques?	Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement						
<ol><li>Indicate the type of access required / Indiquer le t</li></ol>	ype d'accès requis						
6. a) Will the supplier and its employees require acc Le fournisseur ainsi que les employés auront-ils (Specify the level of access using the chart in C (Préciser le niveau d'accès en utilisant le tablea	s accès à des renseignem uestion 7. c) au qui se trouve à la quest	ients ou à des bier tion 7. c)	ns PROTÉGÉS et/ou CLAS				
<ul> <li>6. b) Will the supplier and its employees (e.g. cleaned PROTECTED and/or CLASSIFIED information Le fournisseur et ses employés (p. ex. nettoyeu à des renseignements ou à des biens PROTÉC</li> <li>6. c) Is this a commercial courier or delivery requirer</li> </ul>	or assets is permitted. irs, personnel d'entretien) SÉS et/ou CLASSIFIÉS n'	auront-ils accès à est pas autorisé.		ntes? L'accès	on 🛄 Oui		
S'agit-il d'un contrat de messagerie ou de livrai	son commerciale sans er	treposage de nuit		Nc Nc	on Oui		
7. a) Indicate the type of information that the supplie	r will be required to acces	s / Indiquer le type	e d'information auquel le fo	urnisseur devra avoir acce	ès		
Canada	NATO / 01	ΓAN	For	eign / Étranger			
7. b) Release restrictions / Restrictions relatives à la							
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTA		No release r Aucune rest à la diffusion	riction relative			
Not releasable À ne pas diffuser							
Restricted to: / Limité à :	Restricted to: / Limité à		Restricted to				
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / I	Préciser le(s) pays	: Specify cour	try(ies): / Préciser le(s) pa	iys :		
7. c) Level of information / Niveau d'information							
PROTECTED A	NATO UNCLASSIFIED		PROTECTE				
PROTÉGÉ A	NATO NON CLASSIFI	E <u> </u>	PROTÉGÉ /				
PROTECTED B	NATO RESTRICTED		PROTECTE				
	NATO DIFFUSION RE		PROTÉGÉ E				
PROTECTED C	NATO CONFIDENTIAL		PROTECTE				
	NATO CONFIDENTIEL	- L	PROTÉGÉ ( CONFIDEN				
	NATO SECRET		CONFIDEN				
SECRET	COSMIC TOP SECRE	T [	SECRET				
SECRET	COSMIC TOP SECRE		SECRET				
		<u> </u>	TOP SECRE				
			TRÈS SECR				
TOP SECRET (SIGINT)			TOP SECRE				

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8. Will the sup	tinued) / PARTIE A (suite) plier require access to PROTECTED a eur aura-t-il accès à des renseignemer			SSIFIÉS?	No Non	Yes Oui
If Yes, indic	ate the level of sensitivity: native, indiquer le niveau de sensibilité					
9. Will the sup	plier require access to extremely sens eur aura-t-il accès à des renseignemer	tive INFOSEC information or as			No Non	Yes Oui
	s) of material / Titre(s) abrégé(s) du ma Number / Numéro du document :	atériel :				
PART B - PER	SONNEL (SUPPLIER) / PARTIE B - nel security screening level required / N					
	RELIABILITY STATUS				FT	
	COTE DE FIABILITÉ	CONFIDENTIEL	SECRET	TRÈS SEC		
	TOP SECRET- SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		OP SECRET RÈS SECRET	
	SITE ACCESS ACCÈS AUX EMPLACEMENTS					
	Special comments: Commentaires spéciaux :					
	NOTE: If multiple levels of screening REMARQUE : Si plusieurs niveaux of			e la sécurité doit être f	ourni	
	screened personnel be used for portion onnel sans autorisation sécuritaire per	ns of the work?	ž		No	Yes Oui
If Yes, v	vill unscreened personnel be escorted iffirmative, le personnel en question se	?			No Non	Yes Oui
	FEGUARDS (SUPPLIER) / PARTIE C					
	ON/ASSETS / RENSEIGNEMEN					
11. a) Will the premise	supplier be required to receive and stops?	ore PROTECTED and/or CLAS	SIFIED information or assets or	its site or	No Non	Yes Oui
	nisseur sera-t-il tenu de recevoir et d'er	ntreposer sur place des renseig	nements ou des biens PROTÉ	∃ÉS et/ou		
	supplier be required to safeguard COI isseur sera-t-il tenu de protéger des re		DMSEC?		No Non	Yes Oui
PRODUCTIO	DN					
	production (manufacture, and/or repair a	nd/or modification) of PROTECT	ED and/or CLASSIFIED materia	l or equipment		Yes
Les inst	occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?					
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)						
11 d) \/(iii the	upplier he required to upp its IT suptom	to electronically process produc			□ No □	∃Yes
ínformat	supplier be required to use its IT systems ion or data?				Non	Oui
	isseur sera-t-il tenu d'utiliser ses propre nements ou des données PROTÉGÉS e			IIquement des		
Dispose	e be an electronic link between the supp ra-t-on d'un lien électronique entre le sy ementale?			ence	No Non	Yes Oui
gouven	omonialo:					

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

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

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

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

#### SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		ΝΑΤΟ						COMSEC				
	А	в	с	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		TECTE OTÉGI		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		Très Secret	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	A	В	С	CONFIDENTIEL		TRES SECRET
Information / Assets																
Renseignements / Biens																
Production																
IT Media /																
Support TI																
IT Link /																
Lien électronique																
<ul> <li>12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉ?</li> <li>If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.</li> <li>12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉ?</li> </ul>																
La documentation associée à la présente LVERS sera-t-elle PROTEGEE et/ou CLASSIFIEE?NonOui 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, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).																





Government Gouvernement du Canada

894171

Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PART					
13. Organization Project Authority / C	chargé de projet de l'or	ganisme			
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature	Vincent Digitally signed by Vincent Dumec DN: cn=Vincent Dumec, c=CA, email=vincent.dumec@nc-
Vincent Dumec		HSE Technie	cal Officer		Dumec Christian Date: 2022.01.05 11:29:44 -05'00'
Telephone No N° de téléphone 343-549-7898	Facsimile No N° de	télécopieur	E-mail address - Adresse cour Vincent.Dumec@nrc-cnrc.gc.c		Date Vincent Digitally signed by Vincent Dum DN: cn=Vincent Dumec, d=CA, email=vincent.dumec@mc- 2022-01-14 Digitally signed by Vincent Dumec, d=CA, email=vincent.dumec@mc- cnrc.gc.ca Date: 2022.01.14 14:50:09 -050
14. Organization Security Authority /	Responsable de la séc	urité de l'orgar	nisme		DUMEC Date: 2022.01.14 14:50:09 -050
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature	Pelletier, Digitally signed by Pelletier, Tori DN: cr=Pelletier, Tori, =CA, o=GC, ou=NRC-CNRC,
Tori Pelletier		Analyst, Se	curity in Contracting		Tori email-tori.pelletier@cnrc-nrc.gc.ca Date: 2022.01.14 16:07:10 -05'00
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse cour	riel	Date
613-998-7352	613-990-0946		Tori.Pelletier@nrc-cnrc.gc.ca		
<ol> <li>Are there additional instructions ( Des instructions supplémentaires</li> </ol>	e.g. Security Guide, Se s (p. ex. Guide de sécu	ecurity Classific rité, Guide de c	cation Guide) attached? classification de la sécurité) son	t-elles jointe	s? No Yes Non Oui
16. Procurement Officer / Agent d'ap	provisionnement				Distribution and by OLED OLIV
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature	CLEROUX, PHILIPE PHILIPE PHILIPE PHILIPE PHILIPE CaCA caC cut-NFCCCNFC cmail-philippe.cleroux@canada.ca Date: 2022.02.08 14:43:35 -05'00'
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse cou	urriel	Date
17. Contracting Security Authority / A	utorité contractante en	matière de sé	curité		
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature	
Telephone No N° de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse cou	urriel	Date

Security Classification / Classification de sécurité UNCLASSIFIED



#### Instructions for completion of a Security Requirements Check List (SRCL)

The instruction sheet should remain attached until Block #17 has been completed.

#### **GENERAL - PROCESSING THIS FORM**

The project authority shall arrange to complete this form.

The organization security officer shall review and approve the security requirements identified in the form, in cooperation with the project authority.

The contracting security authority is the organization responsible for ensuring that the suppliers are compliant with the security requirements identified in the SRCL.

# All requisitions and subsequent tender / contractual documents including subcontracts that contain PROTECTED and/or CLASSIFIED requirements must be accompanied by a completed SRCL.

It is important to identify the level of PROTECTED information or assets as Level "A," "B" or "C," when applicable; however, certain types of information may only be identified as "PROTECTED". No information pertaining to a PROTECTED and/or CLASSIFIED government contract may be released by suppliers, without prior written approval of the individual identified in Block 17 of this form.

The classification assigned to a particular stage in the contractual process does not mean that everything applicable to that stage is to be given the same classification. Every item shall be PROTECTED and/or CLASSIFIED according to its own content. If a supplier is in doubt as to the actual level to be assigned, they should consult with the individual identified in Block 17 of this form.

#### **PART A - CONTRACT INFORMATION**

#### Contract Number (top of the form)

This number must be the same as that found on the requisition and should be the one used when issuing an RFP or contract. This is a unique number (i.e. no two requirements will have the same number). A new SRCL must be used for each new requirement or requisition (e.g. new contract number, new SRCL, new signatures).

#### 1. Originating Government Department or Organization

Enter the department or client organization name or the prime contractor name for which the work is being performed.

#### 2. Directorate / Branch

This block is used to further identify the area within the department or organization for which the work will be conducted.

#### 3. a) Subcontract Number

If applicable, this number corresponds to the number generated by the Prime Contractor to manage the work with its subcontractor.

#### b) Name and Address of Subcontractor

Indicate the full name and address of the Subcontractor if applicable.

#### 4. Brief Description of Work

Provide a brief explanation of the nature of the requirement or work to be performed.

#### 5. a) Will the supplier require access to Controlled Goods?

The Defence Production Act (DPA) defines "Controlled Goods" as certain goods listed in the Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA). Suppliers who examine, possess, or transfer Controlled Goods within Canada must register in the Controlled Goods Directorate or be exempt from registration. More information may be found at www.cgd.gc.ca.

# b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?

The prime contractor and any subcontractors must be certified under the U.S./Canada Joint Certification Program if the work involves access to unclassified military data subject to the provisions of the Technical Data Control Regulations. More information may be found at www.dlis.dla.mil/jcp.

#### 6. Indicate the type of access required

Identify the nature of the work to be performed for this requirement. The user is to select one of the following types:

#### a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?

The supplier would select this option if they require access to PROTECTED and/or CLASSIFIED information or assets to perform the duties of the requirement.

# 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.

The supplier would select this option if they require regular access to government premises or a secure work site only. The supplier will not have access to PROTECTED and/or CLASSIFIED information or assets under this option.

#### c) Is this a commercial courier or delivery requirement with no overnight storage?

The supplier would select this option if there is a commercial courier or delivery requirement. The supplier will not be allowed to keep a package overnight. The package must be returned if it cannot be delivered.

#### 7. Type of information / Release restrictions / Level of information

Identify the type(s) of information that the supplier may require access to, list any possible release restrictions, and if applicable, provide the level(s) of the information. The user can make multiple selections based on the nature of the work to be performed.

Departments must process SRCLs through PWGSC where:

- contracts that afford access to PROTECTED and/or CLASSIFIED foreign government information and assets;
- contracts that afford foreign contractors access to PROTECTED and/or CLASSIFIED Canadian government information and assets; or
- contracts that afford foreign or Canadian contractors access to PROTECTED and/or CLASSIFIED information and assets as defined in the documents entitled Identifying INFOSEC and INFOSEC Release.

#### a) Indicate the type of information that the supplier will be required to access

#### Canadian government information and/or assets

If Canadian information and/or assets are identified, the supplier will have access to PROTECTED and/or CLASSIFIED information and/or assets that are owned by the Canadian government.

#### NATO information and/or assets

If NATO information and/or assets are identified, this indicates that as part of this requirement, the supplier will have access to PROTECTED and/or CLASSIFIED information and/or assets that are owned by NATO governments. NATO information and/or assets are developed and/or owned by NATO countries and are not to be divulged to any country that is not a NATO member nation. Persons dealing with NATO information and/or assets must hold a NATO security clearance and have the required need-to-know.

Requirements involving CLASSIFIED NATO information must be awarded by PWGSC. PWGSC / CIISD is the Designated Security Authority for industrial security matters in Canada.

#### Foreign government information and/or assets

If foreign information and/or assets are identified, this requirement will allow access to information and/or assets owned by a country other than Canada.

#### b) Release restrictions

If **Not Releasable** is selected, this indicates that the information and/or assets are for **Canadian Eyes Only (CEO)**. Only Canadian suppliers based in Canada can bid on this type of requirement. NOTE: If Canadian information and/or assets coexists with CEO information and/or assets, the CEO information and/or assets must be stamped **Canadian Eyes Only (CEO)**.

If No Release Restrictions is selected, this indicates that access to the information and/or assets are not subject to any restrictions.

If ALL NATO countries is selected, bidders for this requirement must be from NATO member countries only.

NOTE: There may be multiple release restrictions associated with a requirement depending on the nature of the work to be performed. In these instances, a security guide should be added to the SRCL clarifying these restrictions. The security guide is normally generated by the organization's project authority and/or security authority.

#### c) Level of information

Using the following chart, indicate the appropriate level of access to information/assets the supplier must have to perform the duties of the requirement.

PROTECTED	CLASSIFIED	ΝΑΤΟ
PROTECTED A	CONFIDENTIAL	NATO UNCLASSIFIED
PROTECTED B	SECRET	NATO RESTRICTED
PROTECTED C	TOP SECRET	NATO CONFIDENTIAL
	TOP SECRET (SIGINT)	NATO SECRET
		COSMIC TOP SECRET

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?

If Yes, the supplier personnel requiring access to COMSEC information or assets must receive a COMSEC briefing. The briefing will be given to the "holder" of the COMSEC information or assets. In the case of a "personnel assigned" type of contract, the customer department will give the briefing. When the supplier is required to receive and store COMSEC information or assets on the supplier's premises, the supplier's COMSEC Custodian will give the COMSEC briefings to the employees requiring access to COMSEC information or assets. If Yes, the Level of sensitivity must be indicated.

#### 9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

If Yes, the supplier must provide the Short Title of the material and the Document Number. Access to extremely sensitive INFOSEC information or assets will require that the supplier undergo a Foreign Ownership Control or Influence (FOCI) evaluation by CIISD.

#### PART B - PERSONNEL (SUPPLIER)

#### 10. a) Personnel security screening level required

Identify the screening level required for access to the information/assets or client facility. More than one level may be identified depending on the nature of the work. Please note that Site Access screenings are granted for access to specific sites under prior arrangement with the Treasury Board of Canada Secretariat. A Site Access screening only applies to individuals, and it is not linked to any other screening level that may be granted to individuals or organizations.

RELIABILITY STATUS	CONFIDENTIAL	SECRET
TOP SECRET	TOP SECRET (SIGINT)	NATO CONFIDENTIAL
NATO SECRET	COSMIC TOP SECRET	SITE ACCESS

If multiple levels of screening are identified, a Security Classification Guide must be provided.

#### b) May unscreened personnel be used for portions of the work?

Indicating Yes means that portions of the work are not PROTECTED and/or CLASSIFIED and may be performed outside a secure environment by unscreened personnel. The following question must be answered if unscreened personnel will be used:

#### Will unscreened personnel be escorted?

If No, unscreened personnel may not be allowed access to sensitive work sites and must not have access to PROTECTED and/or CLASSIFIED information and/or assets.

If Yes, unscreened personnel must be escorted by an individual who is cleared to the required level of security in order to ensure there will be no access to PROTECTED and/or CLASSIFIED information and/or assets at the work site.

#### PART C - SAFEGUARDS (SUPPLIER)

#### 11. INFORMATION / ASSETS

# a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information and/or assets on its site or premises?

If Yes, specify the security level of the documents and/or equipment that the supplier will be required to safeguard at their own site or premises using the summary chart.

#### b) Will the supplier be required to safeguard COMSEC information or assets?

If Yes, specify the security level of COMSEC information or assets that the supplier will be required to safeguard at their own site or premises using the summary chart.

#### PRODUCTION

c) Will the production (manufacture, repair and/or modification) of PROTECTED and/or CLASSIFIED material and/or equipment occur at the supplier's site or premises?

Using the summary chart, specify the security level of material and/or equipment that the supplier manufactured, repaired and/or modified and will be required to safeguard at their own site or premises.

#### **INFORMATION TECHNOLOGY (IT)**

# d) Will the supplier be required to use its IT systems to electronically process and/or produce or store PROTECTED and/or CLASSIFIED information and/or data?

If Yes, specify the security level in the summary chart. This block details the information and/or data that will be electronically processed or produced and stored on a computer system. The client department and/or organization will be required to specify the IT security requirements for this procurement in a separate technical document. The supplier must also direct their attention to the following document: Treasury Board of Canada Secretariat - Operational Security Standard: Management of Information Technology Security (MITS).

#### e) Will there be an electronic link between the supplier's IT systems and the government department or agency?

If Yes, the supplier must have their IT system(s) approved. The Client Department must also provide the Connectivity Criteria detailing the conditions and the level of access for the electronic link (usually not higher than PROTECTED B level).

#### SUMMARY CHART

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.

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

PROTECTED	CLASSIFIED	NATO	COMSEC
PROTECTED A	CONFIDENTIAL	NATO RESTRICTED	PROTECTED A
PROTECTED B	SECRET	NATO CONFIDENTIAL	PROTECTED B
PROTECTED C	TOP SECRET	NATO SECRET	PROTECTED C
	TOP SECRET (SIGINT)	COSMIC TOP SECRET	CONFIDENTIAL
			SECRET
			TOP SECRET

#### 12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

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

#### b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

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).

#### **PART D - AUTHORIZATION**

#### 13. Organization Project Authority

This block is to be completed and signed by the appropriate project authority within the client department or organization (e.g. the person responsible for this project or the person who has knowledge of the requirement at the client department or organization). This person may on occasion be contacted to clarify information on the form.

#### 14. Organization Security Authority

This block is to be signed by the Departmental Security Officer (DSO) (or delegate) of the department identified in Block 1, or the security official of the prime contractor.

#### 15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

A Security Guide or Security Classification Guide is used in conjunction with the SRCL to identify additional security requirements which do not appear in the SRCL, and/or to offer clarification to specific areas of the SRCL.

# 16. Procurement Officer

This block is to be signed by the procurement officer acting as the contract or subcontract manager.

#### 17. Contracting Security Authority

This block is to be signed by the Contract Security Official. Where PWGSC is the Contract Security Authority, Canadian and International Industrial Security Directorate (CIISD) will complete this block.

#### Instructions pour établir la Liste de vérification des exigences relatives à la sécurité (LVERS)

La feuille d'instructions devrait rester jointe au formulaire jusqu'à ce que la case 17 ait été remplie.

#### GÉNÉRALITÉS - TRAITEMENT DU PRÉSENT FORMULAIRE

Le responsable du projet doit faire remplir ce formulaire.

L'agent de sécurité de l'organisation doit revoir et approuver les exigences de sécurité qui figurent dans le formulaire, en collaboration avec le responsable du projet.

Le responsable de la sécurité des marchés est le responsable chargé de voir à ce que les fournisseurs se conforment aux exigences de sécurité mentionnées dans la LVERS.

# Toutes les demandes d'achat ainsi que tous les appels d'offres et les documents contractuels subséquents, y compris les contrats de sous-traitance, qui comprennent des exigences relatives à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS doivent être accompagnés d'une LVERS dûment remplie.

Il importe d'indiquer si les renseignements ou les biens PROTÉGÉS sont de niveau A, B ou C, le cas échéant; cependant, certains types de renseignements peuvent être indiqués par la mention « PROTÉGÉ » seulement. Aucun renseignement relatif à un contrat gouvernemental PROTÉGÉ ou CLASSIFIÉ ne peut être divulgué par les fournisseurs sans l'approbation écrite préalable de la personne dont le nom figure à la case 17 de ce formulaire.

La classification assignée à un stade particulier du processus contractuel ne signifie pas que tout ce qui se rapporte à ce stade doit recevoir la même classification. Chaque article doit être PROTÉGÉ et/ou CLASSIFIÉ selon sa propre nature. Si un fournisseur ne sait pas quel niveau de classification assigner, il doit consulter la personne dont le nom figure à la case 17 de ce formulaire.

#### **PARTIE A - INFORMATION CONTRACTUELLE**

#### Numéro du contrat (au haut du formulaire)

Ce numéro doit être le même que celui utilisé sur la demande d'achat et services et devrait être celui utilisé dans la DDP ou dans le contrat. Il s'agit d'un numéro unique (c.-à-d. que le même numéro ne sera pas attribué à deux besoins distincts). Une nouvelle LVERS doit être utilisée pour chaque nouveau besoin ou demande (p. ex. un nouveau numéro de contrat, une nouvelle LVERS, de nouvelles signatures).

#### 1. Ministère ou organisme gouvernemental d'origine

Inscrire le nom du ministère ou de l'organisme client ou le nom de l'entrepreneur principal pour qui les travaux sont effectués.

#### 2. Direction générale ou Direction

Cette case peut servir à fournir plus de détails quant à la section du ministère ou de l'organisme pour qui les travaux sont effectués.

#### 3. a) Numéro du contrat de sous-traitance

S'il y a lieu, ce numéro correspond au numéro généré par l'entrepreneur principal pour gérer le travail avec son sous-traitant.

#### b) Nom et adresse du sous-traitant

Indiquer le nom et l'adresse au complet du sous-traitant, s'il y a lieu.

#### 4. Brève description du travail

Donner un bref aperçu du besoin ou du travail à exécuter.

#### 5. a) Le fournisseur aura-t-il accès à des marchandises contrôlées?

La Loi sur la production de défense (LPD) définit « marchandises contrôlées » comme désignant certains biens énumérés dans la Liste des marchandises d'exportation contrôlée, un règlement établi en vertu de la Loi sur les licences d'exportation et d'importation (LLEI). Les fournisseurs qui examinent, possèdent ou transfèrent des marchandises contrôlées à l'intérieur du Canada doivent s'inscrire à la Direction des marchandises contrôlées ou être exemptés de l'inscription. On trouvera plus d'information à l'adresse www.cgp.gc.ca.

# b) 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?

L'entrepreneur et tout sous-traitant doivent être accrédités en vertu du Programme mixte d'agrément Etats-Unis / Canada si le travail comporte l'accès à des données militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques. On trouvera plus d'information à l'adresse www.dlis.dla.mil/jcp/.

#### 6. Indiquer le type d'accès requis

Indiquer la nature du travail à exécuter pour répondre à ce besoin. L'utilisateur doit choisir un des types suivants :

### a) Le fournisseur et ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?

Le fournisseur choisit cette option s'il doit avoir accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS pour accomplir le travail requis.

#### b) 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.

Le fournisseur choisit cette option seulement s'il doit avoir accès régulièrement aux locaux du gouvernement ou à un lieu de travail protégé. Le fournisseur n'aura pas accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS en vertu de cette option.

#### c) S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?

Le fournisseur choisit cette option s'il y a nécessité de recourir à un service de messagerie ou de livraison commerciale. Le fournisseur ne sera pas autorisé à garder un colis pendant la nuit. Le colis doit être retourné s'il ne peut pas être livré.

#### 7. Type d'information / Restrictions relatives à la diffusion / Niveau d'information

Indiquer le ou les types d'information auxquels le fournisseur peut devoir avoir accès, énumérer toutes les restrictions possibles relatives à la diffusion, et, s'il y a lieu, indiquer le ou les niveaux d'information. L'utilisateur peut faire plusieurs choix selon la nature du travail à exécuter.

Les ministères doivent soumettre la LVERS à TPSGC lorsque:

- les marchés prévoient l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS étrangers;
- les marchés prévoient aux entrepreneurs étrangers l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS canadiens; ou
- les marchés prévoient aux entrepreneurs étrangers ou canadiens l'accès aux renseignements et aux biens de nature PROTÉGÉS et/ou CLASSIFIÉS tels que définis dans les documents intitulés Moyens INFOSEC détermination et Divulgation de INFOSEC.

#### a) Indiquer le type d'information auquel le fournisseur devra avoir accès

#### Renseignements et/ou biens du gouvernement canadien

Si des renseignements et/ou des biens canadiens sont indiqués, le fournisseur aura accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS appartenant au gouvernement canadien.

#### Renseignements et/ou biens de l'OTAN

Si des renseignements et/ou des biens de l'OTAN sont indiqués, cela signifie que, dans le cadre de ce besoin, le fournisseur aura accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS appartenant à des gouvernements membres de l'OTAN. Les renseignements et/ou les biens de l'OTAN sont élaborés par des pays de l'OTAN ou leur appartiennent et ne doivent être divulgués à aucun pays qui n'est pas un pays membre de l'OTAN. Les personnes qui manient des renseignements et/ou des biens de l'OTAN doivent détenir une autorisation de sécurité de l'OTAN et avoir besoin de savoir.

Les contrats comportant des renseignements CLASSIFIÉS de l'OTAN doivent être attribués par TPSGC. La DSICI de TPSGC est le responsable de la sécurité désigné relativement aux questions de sécurité industrielle au Canada.

#### Renseignements et/ou biens de gouvernements étrangers

Si des renseignements et/ou des biens de gouvernements étrangers sont indiqués, ce besoin permettra l'accès à des renseignements et/ou à des biens appartenant à un pays autre que le Canada.

#### b) Restrictions relatives à la diffusion

Si À ne pas diffuser est choisi, cela indique que les renseignements et/ou les biens sont réservés aux Canadiens. Seuls des fournisseurs canadiens installés au Canada peuvent soumissionner ce genre de besoin. NOTA : Si des renseignements et/ou des biens du gouvernement canadien coexistent avec des renseignements et/ou des biens réservés aux Canadiens, ceux-ci doivent porter la mention Réservé aux Canadiens.

Si Aucune restriction relative à la diffusion est choisi, cela indique que l'accès aux renseignements et/ou aux biens n'est assujetti à aucune restriction.

Si Tous les pays de l'OTAN est choisi, les soumissionnaires doivent appartenir à un pays membre de l'OTAN.

NOTA : Il peut y avoir plus d'une restriction s'appliquant à une demande, selon la nature des travaux à exécuter. Pour ce genre de contrat, un guide de sécurité doit être joint à la LVERS afin de clarifier les restrictions. Ce guide est généralement préparé par le chargé de projet et/ou le responsable de la sécurité de l'organisme.

#### c) Niveau d'information

À l'aide du tableau ci-dessous, indiquer le niveau approprié d'accès aux renseignements et/ou aux biens que le fournisseur doit avoir pour accomplir les travaux requis.

PROTÉGÉ	CLASSIFIÉ	ΝΑΤΟ
PROTÉGÉ A	CONFIDENTIEL	NATO NON CLASSIFIÉ
PROTÉGÉ B	SECRET	NATO DIFFUSION RESTREINTE
PROTÉGÉ C	TRÈS SECRET	NATO CONFIDENTIEL
	TRÈS SECRET (SIGINT)	NATO SECRET
		COSMIC TRÈS SECRET

- 8. Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? Si la réponse est Oui, les membres du personnel du fournisseur qui doivent avoir accès à des renseignements ou à des biens COMSEC doivent participer à une séance d'information COMSEC. Cette séance sera donnée au « détenteur autorisé » des renseignements ou des biens COMSEC. Dans le cas des contrats du type « personnel affecté », cette séance sera donnée par le ministère client. Lorsque le fournisseur doit recevoir et conserver, dans ses locaux, des renseignements ou des biens COMSEC, le responsable de la garde des renseignements ou des biens COMSEC de l'entreprise donnera la séance d'information COMSEC aux membres du personnel qui doivent avoir accès à des renseignements ou à des biens COMSEC.
- 9. Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Si la réponse est Oui, le fournisseur doit indiquer le titre abrégé du document, le numéro du document et le niveau de sensibilité. L'accès à des renseignements ou à des biens extrêmement délicats INFOSEC exigera que le fournisseur fasse l'objet d'une vérification Participation, contrôle et influence étrangers (PCIE) effectuée par la DSICI.

#### PARTIE B - PERSONNEL (FOURNISSEUR)

#### 10. a) Niveau de contrôle de la sécurité du personnel requis

Indiquer le niveau d'autorisation de sécurité que le personnel doit détenir pour avoir accès aux renseignements, aux biens ou au site du client. Selon la nature du travail, il peut y avoir plus d'un niveau de sécurité. Veuillez noter que des cotes de sécurité sont accordées pour l'accès à des sites particuliers, selon des dispositions antérieures prises auprès du Secrétariat du Conseil du Trésor du Canada. La cote de sécurité donnant accès à un site s'applique uniquement aux personnes et n'est liée à aucune autre autorisation de sécurité accordée à des personnes ou à des organismes.

COTE DE FIABILITÉ	CONFIDENTIEL	SECRET
TRÈS SECRET	TRÈS SECRET (SIGINT)	NATO CONFIDENTIEL
NATO SECRET	COSMIC TRÈS SECRET	ACCÈS AUX EMPLACEMENTS

Si plusieurs niveaux d'autorisation de sécurité sont indiqués, un guide de classification de sécurité doit être fourni.

#### b) Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

Si la réponse est Oui, cela veut dire que certaines tâches ne sont pas PROTÉGÉES et/ou CLASSIFIÉES et peuvent être exécutées à l'extérieur d'un environnement sécurisé par du personnel n'ayant pas d'autorisation de sécurité. Il faut répondre à la question suivante si l'on a recours à du personnel n'ayant pas d'autorisation de sécurité :

#### Le personnel n'ayant pas d'autorisation de sécurité sera-t-il escorté?

Si la réponse est Non, le personnel n'ayant pas d'autorisation de sécurité ne pourra pas avoir accès à des lieux de travail dont l'accès est réglementé ni à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS.

Si la réponse est Oui, le personnel n'ayant pas d'autorisation de sécurité devra être escorté par une personne détenant la cote de sécurité requise, pour faire en sorte que le personnel en question n'ait pas accès à des renseignements et/ou à des biens PROTÉGÉS et/ou CLASSIFIÉS sur les lieux de travail.

#### PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

#### 11. RENSEIGNEMENTS / BIENS :

a) Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

Si la réponse est Oui, préciser, à l'aide du tableau récapitulatif, le niveau de sécurité des documents ou de l'équipement que le fournisseur devra protéger dans ses installations.

#### b) Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

Si la réponse est Oui, préciser, à l'aide du tableau récapitulatif, le niveau de sécurité des renseignements ou des biens COMSEC que le fournisseur devra protéger dans ses installations.

#### PRODUCTION

c) Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

Préciser, à l'aide du tableau récapitulatif, le niveau de sécurité du matériel que le fournisseur fabriquera, réparera et/ou modifiera et devra protéger dans ses installations.

#### **TECHNOLOGIE DE L'INFORMATION (TI)**

#### d) 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?

Si la réponse est Oui, préciser le niveau de sécurité à l'aide du tableau récapitulatif. Cette case porte sur les renseignements qui seront traités ou produits électroniquement et stockés dans un système informatique. Le ministère/organisme client devra préciser les exigences en matière de sécurité de la TI relativement à cet achat dans un document technique distinct. Le fournisseur devra également consulter le document suivant : Secrétariat du Conseil du Trésor du Canada – Norme opérationnelle de sécurité : Gestion de la sécurité des technologies de l'information (GSTI).

# e) Y aura-t-il un lien électronique entre les systèmes informatiques du fournisseur et celui du ministère ou de l'agence gouvernementale?

Si la réponse est Oui, le fournisseur doit faire approuver ses systèmes informatiques. Le ministère client doit aussi fournir les critères de connectivité qui décrivent en détail les conditions et le niveau de sécurité relativement au lien électronique (habituellement pas plus haut que le niveau PROTÉGÉ B).

### TABLEAU RÉCAPITULATIF

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.

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.

PROTÉGÉ	CLASSIFIÉ	NATO	COMSEC
PROTÉGÉ A	CONFIDENTIEL	NATO DIFFUSION RESTREINTE	PROTÉGÉ A
PROTÉGÉ B	SECRET	NATO CONFIDENTIEL	PROTÉGÉ B
PROTÉGÉ C	TRÈS SECRET	NATO SECRET	PROTÉGÉ C
	TRÈS SECRET (SIGINT)	COSMIC TRÈS SECRET	CONFIDENTIEL
			SECRET
			TRÈS SECRET

#### 12. a) La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

Si la réponse est Oui, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de

sécurité » au haut et au bas du formulaire.

#### b) La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

Si la réponse est Oui, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

#### **PARTIE D - AUTORISATION**

#### 13. Chargé de projet de l'organisme

Cette case doit être remplie et signée par le chargé de projet pertinent (c.-à-d. la personne qui est responsable de ce projet ou qui connaît le besoin au ministère ou à l'organisme client. On peut, à l'occasion, communiquer avec cette personne pour clarifier des renseignements figurant sur le formulaire.

#### 14. Responsable de la sécurité de l'organisme

Cette case doit être signée par l'agent de la sécurité du ministère (ASM) du ministère indiqué à la case 1 ou par son remplaçant ou par le responsable de la sécurité du fournisseur.

#### 15. Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

Un Guide de sécurité ou un Guide de classification de sécurité sont utilisés de concert avec la LVERS pour faire part d'exigences supplémentaires en matière de sécurité qui n'apparaissent pas dans la LVERS et/ou pour éclaircir certaines parties de la LVERS.

#### 16. Agent d'approvisionnement

Cette case doit être signée par l'agent des achats qui fait fonction de gestionnaire du contrat ou du contrat de sous-traitance.

#### 17. Autorité contractante en matière de sécurité

Cette case doit être signée par l'agent de la sécurité du marché. Lorsque TPSGC est le responsable de la sécurité du marché, la Direction de la sécurité industrielle canadienne et internationale (DSICI) doit remplir cette case.



# **Integrity Declaration Form**

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

- the supplier, one of its affiliates<sup>1</sup> or a proposed first-tier subcontractor<sup>2</sup> 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 <u>Ineligibility and Suspension Policy</u> (the "Policy"); and/or
- 2. the supplier is unable to provide any of the certifications required by the <u>Integrity</u> <u>Clauses</u>.

# 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.

<sup>&</sup>lt;sup>2</sup> 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.



<sup>&</sup>lt;sup>1</sup> 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.

# **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:	
(YYY-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:

# **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 <u>Inability to</u> <u>Certify as to Foreign Criminal Charges and Convictions</u>, 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  $\square$  No  $\square$ 

# 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
Financia	al Administration Act			
80(1)(d):	False entry, certificate or return			
80(2):	Fraud against Her Majesty			
154.01:	Fraud against Her Majesty			
Crimina	l Code			
121:	Frauds on the government and			
	contractor subscribing to election fund			
124:	Selling or purchasing office			
380:	Fraud – committed against Her			
	Majesty			
418:	Selling defective stores to Her Majesty			
Crimina	Criminal Code			
119:	Bribery of judicial officers			
120:	Bribery of officers			
346:	Extortion			
366:	Forgery			

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367:	Punishment for forgery			
368:	Use, trafficking or possession of a			
	forged document			
382:	Fraudulent manipulation of stock			
	exchange transactions			
382.1:	Prohibited insider trading			
397:	Falsification of books and documents			
422:	Criminal breach of contract			
426:	Secret commissions			
	Laundering proceeds of crime			
467.11:		_	_	
407.11.	•			
407 40.	organization			
467.12:	Commission of offence for criminal			
407.40	organization			
467.13:	Instructing commission of offence			
	for criminal organization			
	ition Act			
45:	Conspiracies, agreements or			
	arrangements between competitors			
46:	Foreign directives			
47:	Bid rigging			
49:	Agreements or arrangements of			
	federal financial institutions			
52:	False or misleading representation			
53:	Deceptive notice of winning a prize			
				_
Corruptio	on of Foreign Public Officials Act			
3:	Bribing a foreign public official			
4:	Accounting			
	Offence committed outside Canada			
0.				
Control	ed Drugs and Substances Act			
			_	
5:	Trafficking in substance			
6:	Importing and exporting			
7:	Production of substance			
Lobbyin	-			
•	tion of Lobbyists			
5:	Consultant Lobbyists			
7:	In-house Lobbyists (Corporations and			
	Organizations)			
	-			
Income	Tax Act			
		1		

239:	False or deceptive statements					
	False or deceptive statements					
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 <u>Inability to Certify as to a Determination of Ineligibility or Suspension</u>, 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  $\square$  No  $\square$ 

# 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

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:

- when the supplier, one of its affiliates<sup>3</sup> or a proposed first-tier subcontractor<sup>4</sup> 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

<sup>&</sup>lt;sup>3</sup> 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.

<sup>&</sup>lt;sup>4</sup> 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.<sup>5</sup> 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

<sup>&</sup>lt;sup>5</sup> 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.

### **INTEGRITY REGIME**

Bidder must complete the attached List of Names for Integrity Verification Form.

Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la <u>Politique d'inadmissibilité et de suspension</u> ainsi que le <u>Code de conduite pour l'approvisionnement</u>. / Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and <u>Ineligibility and Suspension</u> <u>Policy</u> as well as the <u>Code of Conduct for Procurement</u>.

Selon la <u>Politique d'inadmissibilité et de suspension</u> de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché.<sup>4</sup> / In accordance with the PWGSC (now PSPC) <u>Ineligibility and Suspension Policy</u>, the following information is to be provided when bidding or contracting.4

\* Informations obligatoires / Mandatory Information

*Dénomination complète de l'entreprise / Complete Legal Name of Company				
*Nom commercial / On	erating Name			
*Nom commercial / Operating Name				
*Adresse de l'entreprise / Company's address	*Type d'entreprise / Type of Ownership			
	🗌 Individuel / Individual			
	Corporation / Corporation			
	Coentreprise / Joint Venture			
*Membres du conseil d'administration5 / Board of Directors <sup>5</sup> (Ou mettre la liste en pièce-jointe / Or provide the list as an attachment)				

**<sup>4</sup>** Liste des noms : Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement:

les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d'une entreprise privée, des propriétaires de la société;

<sup>•</sup> les fournisseurs soumissionnant à titre d'entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;

<sup>•</sup> les fournisseurs soumissionnant à titre de société en nom collectif n'ont pas à soumettre une liste de noms.

List of names: All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

<sup>•</sup> suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;

<sup>•</sup> suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or

<sup>•</sup> suppliers that are a partnership do not need to provide a list of names.

<sup>5</sup> Conseil des gouverneurs / Board of Governors; Conseil de direction / Board of Managers; Conseil de régents / Board of Regents; Conseil de fiducie / Board of Trustees; Comité de reception / Board of Visitors

Prénom / First name	Nom / Last Name	Position (si applicable) / Position (if applicable)

### **COVID-19** vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel <u>COVID-19 vaccination</u> requirement for supplier personnel - Buyandsell.gc.ca, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

# **COVID-19 Vaccination Requirement Certification**

I,	<i>(first and last name)</i> , as the representative of
	(name of business) pursuant to
	(insert solicitation number), warrant and certify that all
personnel that	(name of business) will provide on the
resulting Contract who access fe	deral government workplaces where they may come into contact with

public servants will be:

(a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
 (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada; until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_\_ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_\_ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _			
Date:			

### **Optional**

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.