



REQUEST FOR STANDING OFFER
DEMANDE D'OFFRE PERMANENTE

RETURN BIDS TO:
RETOURNER LES
SOUSSIONS A:

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

Title/Sujet Occupational Health Assessment Services for the National Research Council Canada (NRC)	
Solicitation No./N. de l'invitation 22-58007	Date May 12, 2022
Solicitation Closes/L'invitation prend fin at/à 14 :00 on/le Tuesday, June 7, 2022	Time Zone/Fuseau Horaire EDT
Address Enquiries To/Adresser demandes de renseignements à : Philippe G. Cléroux – philippe.cleroux@nrc-cnrc.gc.ca	

Instructions: See Herein

Instructions: Voir aux présentes

Proposal To:

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

Proposition aux:

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



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

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 Occupational Health Assessment Services for the National Research Council Canada (NRC). 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 Occupational Health Assessment Services for the National Research Council Canada (NRC) on an "as required basis" in accordance with the detailed Statement of Work attached as Appendix "A".
- 2.2 For any Standing Offer issued as a result of this invitation, it is understood and agreed that:
 - a) a contractual obligation will come into force only if there is an authorized Call-Up Against a Standing Offer (NRC Form 769) and only to the extent designated in the Call-Up;
 - b) a Standing Offer does not oblige the 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 \$25,000.00 to \$60,000.00 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 on September 1, 2022 up to March 31, 2024 with an option to renew at NRC's discretion for an additional five (5) 1 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 RFP, address all queries to the Contracting Authority, identified below, at least 7 working days before the closing date. All queries must be in writing and queries received less than 7 working days prior to the closing date cannot be guaranteed a response. 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. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available through the Open Bidding System (OBS) to all bidders.
- 4.3 Vendors who attempt to obtain information regarding any aspect of this RFP during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).
- 4.4 It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFP.

5.0 PROPOSAL CLOSING DATE AND BID SUBMISSION INSTRUCTIONS

- 5.1 Proposals must be **received electronically** no later than 14:00 EDT (according to NRC's Server Time), Tuesday, June 7, 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 <u>must not</u> be sent directly to the Project Authority
--

- 5.2 All risks and consequences of incorrect delivery of electronic bids are the responsibility of the Bidder. **The NRC will not be held responsible for electronic bids that are received after the due date and time due to power failure or any other electronic failure issues.**
- 5.3 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 must 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 pricing table found in Appendix A.
- 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 Proposals will be evaluated based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for technical merit and 30% for price. Proposals scoring less than 70 points of 100 points will be considered non-responsive and will be eliminated from further consideration.
- 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 CONFIDENTIALITY

- 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 T4-A SUPPLEMENTARY SLIPS

- 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 non-permanent residents entering Canada to work on a temporary basis in fulfilment 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 Early Departure Incentive Program Order 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, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

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? **Yes () No ()**

If so, the Bidder must provide the following information:

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

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 [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" 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 <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573> , for this solicitation:

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

Suppliers are encouraged to consult the following websites:
<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/index-eng.html>
<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/rle-glr-eng.html>

25.0 **INTEGRITY PROVISIONS**

- 25.1 By responding to this RFSO, the Proponent is subject to the integrity provisions contained in the following documents:
- The Government of Canada's *Integrity Provision*
 - *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the bid solicitation is issued

- *all related Directives related to the above policy in effect on that date*

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/21>

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).

<u>SURNAME</u>	<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

Appendix A

STATEMENT OF WORK (SOW)

Request for Proposal for Occupational Health Assessment Services for the National Research Council Canada (NRC).

Title:

Occupational Health Assessment Services for the National Research Council Canada (NRC).

Objective:

As the outcome of this RPF, the NRC hopes to award a contract to a reputable company with a proven track record and experienced in the expeditious and cost-efficient delivery and administration of quality occupational health assessment services to Public Service employees working in Government of Canada departments, agencies, commissions, and Crown corporations.

Background:

The National Research Council (NRC) is the Government of Canada's premier organization for research and development since its inception in 1916. Our mandate is set out in the *National Research Council Act (NRC Act)*.

NRC employs over 4,000 people across Canada, providing substantial resources to help Canada become one of the world's top five R&D performers. The NRC also benefits from the efforts of guest workers, drawn from Canadian and foreign universities, companies and public and private sector organizations.

Ensuring the safety of employees through prevention of illness, injury and disability arising out of, or aggravated by, the type of occupation, conditions of work, or exposure to hazardous materials is of prime importance to NRC. To achieve this goal, the NRC has developed the Occupational Health Monitoring Directive which gives employees access to baseline medical exams, periodic health assessments, medical tests, and immunizations in accordance with the Treasury Board of Canada Secretariat Occupational Health Evaluation Standard.

Occupational health assessments are carried out for employees assigned to occupations that have an inherent element of risk to their health or safety; where activities of employees could result in a threat to their health and safety or to that of another; before assignment to isolated or remote locations; and where a directive, standard, or guideline provides that such evaluations may be requested or required.

Scope of Work:

The Service Provider awarded with the contract shall;

- Provide occupational health assessment services to NRC employees in accordance with the NRC Directive on Occupational Health Monitoring (Annex A), and the Treasury Board Secretariat Occupational Health Evaluation Standard, which aims to: establish that employees are able to continue working without detriment to their health or safety or that of others; establish that employees are able to meet the health requirements of the job prior to appointment; assess if employees have a health condition that may require resolution prior to an appointment in an isolated or remote location; and establish the conditions under which employees with illnesses, injuries or disabilities are able to continue working;
- Keep NRC informed of any issues as they arise, including assessment appointment or test refusals by employees or evaluations requested by employees who were not referred to the service provider by the NRC Occupational Health Monitoring Lead;
- As required, provide onsite NRC health assessment services for NRC staff in accordance with the NRC Directive on Occupational Health Monitoring (Annex A), and the Treasury Board Secretariat Occupational Health Evaluation Standard. When service providers staff and/or sub-contractors or third party service providers are used for onsite NRC service delivery, all should have security screening to reliability status in place prior to accessing NRC locations as well all requiring access to NRC locations must meet the [COVID-19 vaccination requirement for supplier personnel](#) as defined by Public Services and Procurement Canada;
- Where requested, provide NRC staff with accessibility options who require access to health assessment services, including but not limited to assessment appointment bookings, physical access to health assessment clinics and creation of medical evaluation reports;

- Provide guidance concerning the development of occupational health assessment protocols, including health questionnaires, medical tests, immunization and screening for pre-placement assessments, periodic health assessments (frequency), and non-routine assessment of employees exposed to specific hazards or as a requirement of their occupational group;
- Ensure vaccine administration practices are in line with the Public Health Agency of Canada's Immunization Competencies for Health Professionals;
- Provide NRC with, for each assessment, an employer's report indicating whether the employee meets the health requirements of the job, if the requirements are not met, or if limitations are indicated; the report shall not contain any medical, psychological or psychiatric diagnosis; if limitations are identified, the report will incorporate information to NRC management concerning the employee's ability to perform the task (functional capacity); Employer's report to be provided as soon possible;
- For all NRC participants, provide for confidential storage of medical records according to applicable legislation and which meets the Government of Canada requirement for Protected B material;
- Manage and track the scheduling of routine and non-routine occupational health assessments, and provide scheduled appointment information and periodic appointment notifications to employees electronically and/or by telephone, including doctor's name, date and time of appointments, office location, directions, and any required documentation or instructions necessary for the appointment;
- Provide the NRC Occupational Health Monitoring Lead electronically employee confirmed appointment information;
- Provide the NRC Occupational Health Monitoring Lead electronically a monthly report on employees contacted for appointment scheduling as well as attendance records;
- Provide NRC invoicing broken down per medical services rendered line items. The invoice should be provided to the NRC accompanied by the corresponding medical evaluation report in accordance with the contract signed.

The NRC reserves the right to amend the scope at a later date, to include additional related input or scope parameters, should the need arise due to a change in business or technical requirements.

Business Environment:

The NRC operates during business hours defined as all hours between 0830 and 1630, Monday to Friday except statutory holidays. Appointments shall be scheduled within these times and in a manner to optimize the use of the provider's resources and to limit the time of the employees away from the workplace.

Contractor Resource Requirements and Qualifications:

Occupational health assessments shall be coordinated, administered, and reviewed by fully trained and qualified occupational health professionals (physicians, nurses or other health specialists). When sub-contractors or third party service providers are used by the service provider to deliver the services, it shall ensure they meet the qualification and licensing requirements to carry out the services. The NRC must be made aware when a sub-contractor or third party service provider is used by the service provider to deliver services. The NRC reserves the right to request a specific sub-contractor or third party service provider be used in certain regions where the service provider must use a sub-contractor or third party service provider to deliver the services.

Reporting, Communications and Invoicing:

The service provider shall submit a written report per employee on the result of the occupational health, respiratory, visual and/or audio assessments without disclosure of confidential medical information. The service provider shall submit a written report per employee on immunization schedule completion and confirmations. The service provider shall keep NRC informed of any issues as they arise, including assessment appointment or test refusals by employees or evaluation request by employees who were not referred to the service provider by the NRC Occupational Health Monitoring Lead. The service provider shall submit a single invoice by assessment, which must include the employee name, clinic location, and a detailed summary of services performed to the NRC Project Manager, Health Safety and Environment Branch.

Client Support:

The NRC Health, Safety and Environment Branch will manage service delivery requests. The NRC will provide input on the creation of custom forms and documentation for NRC use during the life of this contract. The NRC will facilitate access to its sites if required to carry out requested on-site services. The NRC will keep the service provider informed

of changes to contacts and service requirements. The NRC will ensure that NRC employees are aware of their responsibilities to attend scheduled appointments and that they understand the nature of informed consent. The NRC will ensure all required forms and documents are duly completed by employees. The NRC will ensure its employees understand that NRC Health, Safety and Environment Branch is their contact point for interaction with the service provider.

Location and Language:

The NRC implements all provisions of the *Official Languages Act* to ensure the rights of their employees. The NRC Policy on Official Languages requires that services received by NRC employees be made available in the official language requested by the employee in bilingual regions, and in the predominating language the province or territory for unilingual regions. The service provider shall deliver services in the language requested, in accordance with the National Research Council (NRC) Official Languages Policy. The NRC reserves the right to amend this list at a later date, to include additional locations, should the need arise.

Language Designation	National Research Council (NRC) Location
Bilingual	<ul style="list-style-type: none"> • Moncton, New Brunswick • Fredericton, New Brunswick • Montréal, Québec • Ottawa, Ontario
Unilingual French	<ul style="list-style-type: none"> • Saguenay, Québec • Boucherville, Québec
Unilingual English	<ul style="list-style-type: none"> • St. John's, Newfoundland • Charlottetown, Prince Edward Island • Halifax, Nova Scotia • Chalk River, Ontario • London, Ontario • Markham, Ontario • Mississauga, Ontario • Oakville, Ontario • Toronto, Ontario • Winnipeg, Manitoba • Saskatoon, Saskatchewan • Calgary, Alberta • Edmonton, Alberta • Penticton, British Columbia • Vancouver, British Columbia • Victoria, British Columbia

Estimated Value:

Because employee participation and periodic assessment frequency are expected to fluctuate from one year to the next, estimates are not possible.

Annex A: NRC Directive on Occupational Health Monitoring



NRC·CNRC

***Directive on Occupational
Health Monitoring***

Date: March 2021

Health, Safety and Environment Branch



National Research
Council Canada

Conseil national de
recherches Canada

Canada

Policy instrument information

Type of instrument Directive	Instrument domain Health, Safety and Environment
Date of issue 1992	Status Final
Frequency of review Five years, or <ul style="list-style-type: none"> • new or updated legislation or standard • approved change request • new hazard identified 	Date of last review March 2021 Date of next review March 2026

Authority

The National Research Council's Senior Executive Committee has issued this directive and is responsible for amending it as required; minor revisions will be approved by the vice-president overseeing the Health, Safety and Environment branch.

Policy instrument sponsor

The National Research Council President
 1200 Montreal Road, Building M-58
 Ottawa, Ontario K1A 0R6

Enquiries

Direct any questions concerning this document and any suggestions for future amendments to NRC.OSHEnquiries-RenseignementsSST.CNRC@nrc-cnrc.gc.ca.

Table of Contents

1.	Introduction	4
2.	Scope	4
3.	Objectives	4
4.	Acronyms and definitions	4
5.	Directive elements	5
5.1	Participation in occupational health monitoring	5
5.2	Medical appointments and occupational health evaluations	7
5.3	Medical confidentiality	8
5.4	Medical evaluation report	8
5.5	Recommendations	8
5.6	Costs	8
6.	Roles and responsibilities	8
6.1	Directors general or executive directors	8
6.2	Executive director, Health, Safety and Environment branch	9
6.3	Human Resources branch	9
6.4	COSH and health & safety representatives	9
6.5	Supervisors	9
6.6	Employees	10
7.	Compliance and reporting	10
8.	References	11
8.1	Acts and regulations	11
8.2	Other references	11
	Appendix A: Occupational groups	12
	Appendix B: Participation flowcharts	14
	Appendix C: Occupational health monitoring participation form	15

1. Introduction

The National Research Council of Canada (NRC) is committed to promoting a work environment that is healthy and safe for employees.

The NRC has adopted this directive in regard to its obligation to provide occupational health evaluations to its employees and to follow common best practices. Occupational health monitoring verifies if an employee's health is being harmed by their work, and aims to detect early signs of ill health or disease.

This directive is aligned with the [NRC Occupational Safety and Health Policy](#) which:

- affirms the NRC's commitment to maintaining working conditions and environments conducive to safety and good health
- defines internal stakeholders' responsibilities

2. Scope

The directive applies to all NRC employees, including supplementary workers. Mandatory participation in occupational health monitoring is determined by:

- legislation
- risk assessment
- incident based evidence (HOIR investigations, approved worker compensation claims, etc.)

Employees wishing to participate in health monitoring may also do so on a voluntary basis.

3. Objectives

The main objective of occupational health monitoring is the prevention of illness and injury. Occupational health evaluations are performed to:

- verify employees' health is not impacted by their work
- determine employees are fit for certain types of work or conditions
- identify accommodations for employees to continue working when limitations are identified

The objective of the directive is to:

- inform NRC employees regarding occupational health monitoring
- clarify the roles and responsibilities of NRC stakeholders

4. Acronyms and Definitions

CBI	Research centre, Branch, IRAP
COSH	Committee on Occupational Safety and Health
ERT	Emergency Response Team
HOIR	Hazardous Occurrence Investigation Report

HPP	Hazard Prevention Program
HR	Human Resources
HSE	Health, Safety and Environment
IRAP	Industrial Research Assistance Program
NRC	National Research Council
SCBA	Self-Contained Breathing Apparatus
TBS	Treasury Board Secretariat

Employee

For the purpose of this directive, an employee is a person hired by the NRC on a continuing, term or short-term basis. This also includes supplementary workers (ex. students, part-time workers who work less than 12 hours per week and employees with a work contract shorter than 3 months).

Occupational health evaluation

Any specific screening, assessment, or examination of an individual which is carried out by an occupational health professional to determine or monitor the individual's occupational health status. It can include preventive measures such as immunizations as well as consultations with other health professionals.

Occupational Health Monitoring Program

Activities supporting the Directive on Occupational Health Monitoring.

Occupational health professional

A qualified physician, nurse, or mental health specialist hired or delegated by the occupational health service provider under contract with the NRC.

Occupational group

In the context of the directive this is a group of employees belonging to the same occupation, condition or environment.

Supervisor (manager, group leader, team leader)

A person at the workplace who is responsible for directing employees.

5. Directive Elements

5.1 Participation in occupational health monitoring

5.1.1 Occupational groups

The determination of occupational groups subject to mandatory health monitoring is based on the following:

- Legislation, including the occupational groups as defined in the TBS Directive on Occupational Health Evaluations and other standards referred to in the legislation;
- Workplace risk assessments:
 - within the HPP;
 - performed internally or externally, including industrial hygiene studies by a consultant;
- Incident based evidence (e.g. trend or event history identified by HOIR investigations, approved worker compensation claims, etc.).

These occupational groups are subject to change in the case of legislative changes or new information related to a hazard becomes known.

Participation requirement	Occupational groups* *detailed description in Appendix A
Mandatory	<ul style="list-style-type: none"> • Exposure to animals or animal tissues • Exposure to noise hazard • Hazardous materials emergency response team members • Respiratory Protection Users who answered “yes” in the Self-Declaration Questionnaire (NRC Respiratory Protection Program) • Self-contained breathing apparatus (SCBA) or supplied-air respirator users • Shallow water divers • Working with class 3b or class 4 laser equipment
Non-mandatory <i>Except in the following situations:</i> <ul style="list-style-type: none"> - where indicated as a control measure in a risk assessment, - where there is an established occupational illness or injury trend or event history at the NRC 	<ul style="list-style-type: none"> • Hazardous exposure: <ul style="list-style-type: none"> ○ biological materials ○ chemicals ○ ionizing radiation or non-ionizing radiation • Exposure to vaccine-preventable disease • Other respiratory protection users • Working at high altitude • Working in harsh environmental conditions

Identification of employees for participation in health monitoring with respect to mandatory and non-mandatory occupational groups involves both management and employees. The HR generalist and HSE Branch can offer support as needed (see Appendix B for flowcharts describing how workplace parties navigate the process for mandatory and non-mandatory participation).

5.1.2 Participants enrollment

Employees in an occupational group entailing mandatory participation are required to participate in health monitoring.

When identified for participation, employees complete a participation form with their contact information and send it to the program coordinator. Form and instructions are presented in Appendix C and can be found on [MyZone](#).

When health monitoring is not mandated, it may be recommended. In this case, employees are given the option to participate and are asked to complete the participation form indicating whether they consent to participate or not.

5.2 Medical appointments and occupational health evaluations

5.2.1 Medical appointments

The medical service provider contacts participants directly by email. Employees coordinate their schedule based on supervisor approval to attend their occupational health evaluations during normal working hours, wherever applicable.

5.2.2 Occupational health evaluations

There are 3 types of health evaluations:

Baseline and pre-placement

The initial evaluation carried out by the occupational health professional:

- sets a starting point in the health status of the employee and can be used for future comparison, or
- when a candidate is to be hired for a specific job that has certain health requirements.

Periodic

A periodic occupational health evaluation is usually carried out every 1 to 5 years, depending on hazard exposure and the age of the employee. It is used to:

- determine if the employee continues to meet job health requirements,
- detect, as early as possible, work-related health conditions, and
- determine if the employee can continue working under the same work conditions without detriment to their health and safety or to that of others.

Post-exposure

An occupational health evaluation performed to determine if an employee has been affected by an accidental exposure.

Those occupational health evaluations are carried out by occupational health professional and can be:

- A confidential health declaration completed by the employee and reviewed by the occupational health professional, who will determine whether follow-up action is necessary.
- A confidential health questionnaire completed by the employee together with the occupational health nurse and followed by a full clinical history. The health care professional can provide vaccinations and tests depending on the type of work and particular hazards. If warranted, the employee is referred for a physical examination.
- A confidential health questionnaire completed by the employee together with a physician and followed by a full clinical history and physical examination. The health care professional can provide vaccinations and tests depending on the type of work and particular hazards. The physical examination will target the employee's occupational group and will not include tests or screenings that do not focus on monitoring or preventing related diseases and illnesses.

For example:

- Employees working with lasers will go through a visual examination.
- Employees exposed to noise hazards will undergo an audiogram.

5.3 Medical confidentiality

Employee medical information is confidential and is retained by the medical service provider. Medical questionnaires in conjunction with laboratory and other test results are reviewed by qualified occupational health professionals and the participant is directly notified of any abnormal findings and recommended to contact their personal physician if applicable.

5.4 Medical evaluation report

The employee and their supervisor receive a report containing only the level of fitness to work specifically regarding the employee's activities and any recommendations if applicable.

5.5 Recommendations

Where workplace recommendations are identified, the report contains advice to the employee and their supervisor concerning the noted limitations and their estimated duration and recommended accommodations if applicable. In this regard, the supervisor makes every reasonable effort to accommodate the employee's limitations as per the NRC [Accommodation Policy](#). The employee is only permitted to perform tasks that respect the noted limitations.

If there is a need for other relevant parties (e.g. HSE advisor, ERT captain, project lead, etc.) to be aware of the report's recommendation, the employee, or the supervisor (if made aware) should inform those parties.

5.6 Costs

5.6.1 Evaluations, tests and vaccinations

Occupational health evaluations, tests and vaccinations are provided at no cost to employees. These are covered by the HSE branch.

5.6.2 Travel for appointments

When employees are required to travel for health monitoring, either within or outside their headquarters area, as defined in the National Joint Council Travel Directive, they are in travel status and both the applicable collective agreement and the National Joint Council Travel Directive apply. Travel for health monitoring is undertaken during normal working hours whenever possible. Costs incurred are reimbursed by the CBI.

5.6.3 No-show and late cancellation fees

CBIs cover no-show and late cancellation fees when employees miss or cancel their appointment last-minute. Employees will make every reasonable effort to attend appointments as scheduled and inform their supervisor of last-minute cancellations or missed appointments.

5.6.4 Medical files and test results transfers

In the event adverse results are found, employees may request the NRC to cover the fees for transferring the results to their personal physician.

When no adverse results are found and the employee wishes to have the results transferred to their personal physician, costs are the responsibility of the employee.

6. Roles and responsibilities

6.1 Directors general or executive directors

- Ensure that supervisors, and other individuals responsible for activities requiring participation, identify employees under each occupational group;

- Ensure that supervisors inform their employees about the requirement to participate in health monitoring, where applicable;
- Provide the resources (time and funds) necessary for employee participation in health monitoring.

6.2 Executive director, Health, Safety and Environment branch

- Administer the health monitoring program and related records;
- Comply with privacy laws;
- Provide support in regard to health monitoring:
 - make the forms readily accessible;
 - answer questions and provide non-medical advice when needed;
 - coach CBIs in risk assessment as needed;
 - provide advice to supervisors and HR generalists in the implementation of health monitoring;
- Support supervisors and HR branch in identifying positions that require health monitoring in their conditions of employment when they fall under one of the occupational groups identified in the directive;
- Advise management, COSH and health and safety representatives of recommendations received from the occupational health service provider to further ensure employee safety in NRC workplaces;
- Ensure the directive complies with legislation, recognized codes and standards and revising it accordingly.

6.3 Human Resources branch

- With the support of the HSE branch, help supervisors in the determination of the requirement for health monitoring in existing job positions;
- With the support of the HSE branch, help supervisors in the determination of the requirement for health monitoring and relevant conditions of employment when creating new job positions;
- Assist supervisors in the review of accommodation measures when recommended in the medical evaluation report;
- Respect the confidentiality of personal information.

6.4 COSH and health & safety representatives

- Review the Directive on Occupational Health Monitoring annually;
- Make recommendations regarding employee participation in health monitoring when performing the annual review of the HPP for their workplace, monthly inspections and eHOIRs review.

6.5 Supervisors

- Provide information on the directive to their employees;
- Identify employees whose job position falls under one of the occupational groups (Appendix A) subject to health monitoring. This is done with the support of the HSE branch and the HR generalist;
- Once identified, ensure employees are enrolled when their job position falls under one of the mandatory occupational groups (Appendix A) by sending the completed participation form (Appendix C);
- Once identified, encourage employees to enroll when their job position falls under one of the non-mandatory occupational groups (Appendix A) by sending the completed participation form (Appendix C);

- Ensure employees attend appointments made with service provider;
- In the event of an unexpected, unintended or suspected exposure, fill out an HOIR and encourage the employee to be assessed by a medical provider (personal physician or NRC’s medical provider) for post-exposure evaluation;
- Together with the HR Generalist, review accommodation measures when recommended in the medical evaluation report;
- Respect confidentiality of information in accordance to the Accommodation Policy;
- Assume the costs to be covered by CBIs (travel cost, no-show and late cancellation fees).

6.6 Employees

- Participate in health monitoring as prescribed;
- Provide contact information to the HSE branch for coordinating their participation in health monitoring by filling out the participation form (Appendix C);
- Actively participate at the occupational health evaluations;
- Report to the occupational health professional any medical or health condition that could potentially change their risk if exposed to a hazard;
- Report to their supervisor incidents resulting in a real or suspected exposure;
- Comply with recommendations arising from the occupational health evaluations;
- Self-identify results and limitations related to a work activity indicated in the medical evaluation report to other involved parties such as project leads, ERT captains, HSE advisors, as needed;
- Notify their supervisor and HSE branch when their tasks associated with health monitoring change.

7. Compliance and reporting

The following internal stakeholders monitor and report on activities related to health monitoring to verify:

- CBI compliance with legislation, applicable policies and reporting requirements,
- CBI continual improvement.

COSH members	<ul style="list-style-type: none"> - Follow-up on hazardous occurrences investigations as well as “Good Catches” and near-miss reports - Workplace inspection - Annual review of : <ul style="list-style-type: none"> • mandatory occupational groups and employees in those groups • voluntary occupational groups and determination of tasks or work areas where participation should be encouraged • risk assessments to ensure health monitoring is considered where applicable
Local HSE advisors	<ul style="list-style-type: none"> - Follow-up on hazardous occurrence investigations as well as “Good Catches” or near miss reports evaluating if health monitoring is to be considered - Review of risk assessments within the Hazard Prevention Program to ensure health monitoring is considered where applicable
HSE branch	<ul style="list-style-type: none"> - Annual review of employees participating in mandatory occupational groups in coordination with the local HSE advisor and COSH

NRC's Office of audit and evaluation	- Periodic internal audits and evaluations
---	--

8. References

8.1 Acts and Regulations

- *Canada Labour Code*, Part II—Occupational Health and Safety
- *Canada Occupational Health and Safety Regulations*, PART X—Hazardous Substances
- *Canada Occupational Health and Safety Regulations*, PART XVIII—Diving Operations

8.2 Other references

- American National Standard Institute Z136.1, Safe Use of Lasers
- Canadian Standards Association Standard Z1007, Hearing Loss Prevention Program
- Canadian Standards Association Standard Z275.2, Occupational Safety Code for Diving Operations
- Canadian Standards Association Standard Z94.4, Selection, Use and Care of Respirators
- National Joint Council's Occupational Health and Safety Directive, PART VII—Noise Control (Levels of Sound)
- National Joint Council's Occupational Health and Safety Directive, PART XI—Hazardous Substances
- National Joint Council's Travel Directive
- NRC Accommodation Policy (7.5)
- NRC Occupational Safety and Health Policy
- NRC Respiratory Protection Program
- Occupational Health Assessment Guide, Public Service Health Program—Health Canada, 2014
- Directive on Occupational Health Evaluations, Treasury Board Secretariat

8.3 Forms

- Occupational Health Monitoring Participation Form
- Record of Hazardous Chemicals and Biological Substances
- Self-Declaration Questionnaire for Respiratory Protection Users

Appendix A: Occupational groups

The occupational groups are described here for ease of referral. Occupational groups that are evaluated by Health Canada under the [TBS Directive on Occupational Health Evaluations](#) but are not contained in the appendix will be considered to be a part of this appendix, once approved by the NRC.

This list of occupational groups can be modified in the case of legislative changes or new information related to a hazard becomes known. The NRC also reserves the right to add new occupational groups when prompted by new information and data.

Mandatory participation

Occupational groups		General health hazards or health considerations	Types of health evaluation
Hazardous materials emergency response team members	Employees intervening in hazardous material spills. While the participation on the team is voluntary, once recruited health monitoring is mandatory.	<ul style="list-style-type: none"> • Need to be physically and mentally fit to respond to emergencies • See below hazardous exposure and SCBA users 	<ul style="list-style-type: none"> • Baseline • Periodic
Exposure to animals or animal tissues	Laboratory personnel, animal care technicians, animal keepers, veterinarians and others including support and maintenance staff in locations where animals and their tissues are handled (e.g. rodents, fish and potentially contaminated tissues).	<ul style="list-style-type: none"> • Injuries inflicted by animals (mainly bites) • Allergies • Infections that can be transferred from animals to people • Dermatitis 	<ul style="list-style-type: none"> • Baseline • Periodic • Post-exposure
Exposure to noise hazard	Employees working in areas where noise levels require wearing hearing protection.	<ul style="list-style-type: none"> • Hearing loss • Detection of noise susceptible workers • Detection of uncontrolled harmful noise exposure effects 	<ul style="list-style-type: none"> • Baseline • Periodic
Respiratory protection users who answered “yes” in the Self-Declaration Questionnaire	Employees who wear respirators and have answered “yes” in the Self-Declaration Questionnaire for Respiratory Protection Users.	<ul style="list-style-type: none"> • Should be fit to do the job in addition to being fit to wear a respirator 	<ul style="list-style-type: none"> • Baseline • Periodic
SCBA and supplied-air respirator users	Employees who wear self-contained breathing apparatus (SCBA) and supplied-air respirators.	<ul style="list-style-type: none"> • Should be fit to do the job in addition to being fit to wear a respirator 	<ul style="list-style-type: none"> • Baseline • Periodic
Shallow water divers	Employees diving to relatively shallow depths in support of internal projects; underwater activities are part of their regular duties.	<ul style="list-style-type: none"> • Need to be fit to perform diving activities 	<ul style="list-style-type: none"> • Baseline • Periodic
Working with class 3b and 4 laser equipment	Employees working with or in area where class 3b and 4 lasers are used.	<ul style="list-style-type: none"> • Corneal damage • Retinal damage • Other ocular damage 	<ul style="list-style-type: none"> • Baseline • Post-exposure

Non-mandatory participation *

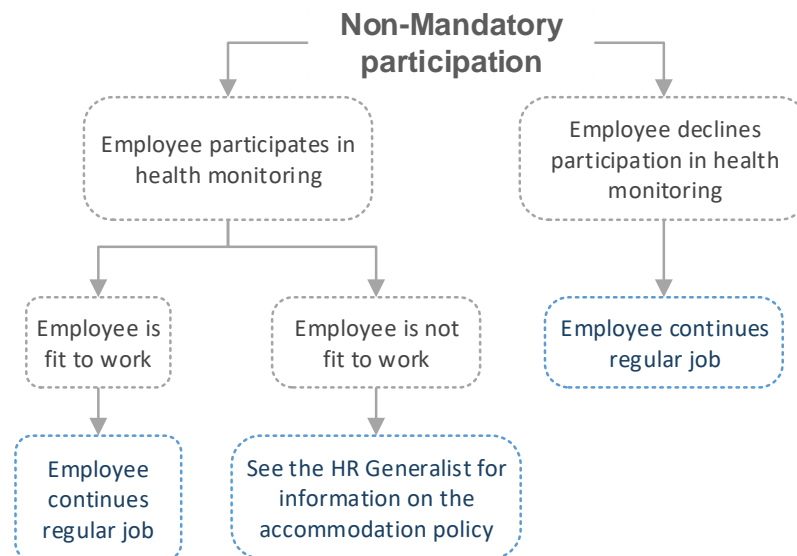
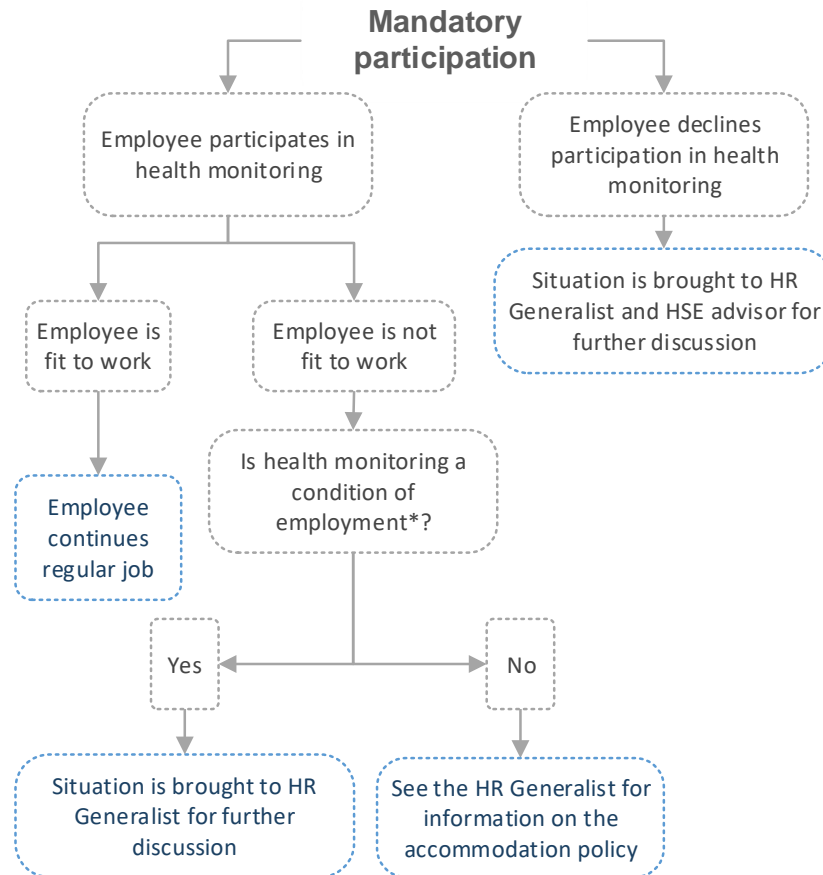
* Except in the following situations:

- Where indicated as a control measure in a risk assessment, participation is mandatory
- Where there is an established occupational illness or injury trend or event history at the NRC, participation is mandatory.

Occupational groups		General health hazards or health considerations	Types of health evaluation
Hazardous exposure <ul style="list-style-type: none"> • biological materials • chemicals • ionizing or non-ionizing radiation 	Employees exposed or potentially exposed to biological materials, chemicals and radiation.	<ul style="list-style-type: none"> • Infectious diseases • Organ damage • Weakening of the immune system • Development of allergies or asthma • Reproductive problems and birth defects 	<ul style="list-style-type: none"> • Baseline • Periodic • Post-exposure
Other respiratory protection users	Employees who wear respirators other than SCBA and supplied-air respirators and who answered “no” in the Self-Declaration Questionnaire for Respiratory Protection Users.	<ul style="list-style-type: none"> • Should be fit to do the job in addition to being fit to wear a respirator 	<ul style="list-style-type: none"> • Baseline • Periodic
Exposure to vaccine-preventable diseases	Employees that are or may be exposed to a disease for which a vaccine exists, e.g. biological lab workers, first aiders.	<ul style="list-style-type: none"> • Hepatitis A and B • Tuberculosis • Polio • Diphtheria • Tetanus • Rabies • Etc. 	<ul style="list-style-type: none"> • Baseline • Periodic
Working at high altitude	Employees assigned to work at high altitude, mainly those sent to work at high altitude astronomical observatory.	<ul style="list-style-type: none"> • Should be fit to work at high altitude conditions (reduced oxygen levels, lower air pressure and high daily range of climate) 	<ul style="list-style-type: none"> • Baseline • Periodic
Working in harsh environmental conditions	Research scientists and their support staff who, from time to time, are exposed to a physically hostile environment, such as severe weather conditions, harsh terrain, remote locations away from medical care. For example, employees going out on field trips in the arctic and those who work in climatic chambers.	<ul style="list-style-type: none"> • Should not suffer from any signs or symptoms related to peripheral vascular disease • Muscle strength needs to be adequate for physical work 	<ul style="list-style-type: none"> • Baseline • Periodic

Appendix B: Participation flowcharts

The following flowcharts provide an overview of the mandatory and non-mandatory participation processes.



* For employees hired in 2021 and after in a job position where health monitoring is mandatory

Appendix C: Occupational health monitoring participation form

This form only applies to employees who have been identified as being part of an occupational group that could be subject to occupational health monitoring.

Step 1 – Identification

Name: _____ Date of Birth: _____
 Job Title: _____ CBI: _____
 City and Site: _____ Email Address: _____

If Non-Salaried Worker, please specify employer and end of term date:

Step 2 - Please check all occupational groups that apply to your situation.

a) Participation is **mandatory** when at least one of the occupational groups in the first list below is checked.

- | | |
|---|---|
| <input type="checkbox"/> Exposure to animals or animal tissues | <input type="checkbox"/> SCBA and supplied-air respirators users ¹ |
| <input type="checkbox"/> Exposure to noise hazard | <input type="checkbox"/> Shallow water diving |
| <input type="checkbox"/> Hazardous Materials Emergency Response Team | <input type="checkbox"/> Working with class 3b and class 4 lasers |
| <input type="checkbox"/> Respiratory protection users who answered 'yes' in the Self-Declaration Questionnaire ¹ | |

b) Participation may be mandatory based on particular situation (please discuss with your supervisor).

- When participation is not mandated, the NRC still encourages employees to enroll.

- | | |
|--|--|
| <input type="checkbox"/> Exposure to vaccine-preventable disease: | |
| <input type="checkbox"/> Hazardous exposure: biological hazards ² | <input type="checkbox"/> Other respiratory protection users ¹ |
| <input type="checkbox"/> Hazardous exposure: chemical hazards ² | <input type="checkbox"/> Working at high altitude |
| <input type="checkbox"/> Hazardous exposure: ionizing or non-ionizing radiations | <input type="checkbox"/> Working in harsh environmental conditions |

¹ Complete the Self-Declaration Questionnaire for Respiratory Protection Users and send with your participation form

² Complete the Record of Hazardous Chemical and Biological Substances and send with your participation form

Step 3 - Please select one of the statements below

I confirm that at least one of the occupational groups above applies to my work at the NRC (including voluntary activities) and I will participate in health monitoring.

I confirm that none of the **mandatory** occupational group above apply to my work at the NRC (including voluntary activities) and I do not wish to participate in health monitoring.

Step 4 - Signatures

When signing this form, I recognize that:

- I have been made aware of the benefits of participating in health monitoring and of the maintenance of medical confidentiality;
- I understand that my rights to compensation for workplace injury or illness are not affected, even if I choose to decline participation;
- I understand I may choose to participate or to stop participating in health monitoring at any time, when not mandated for my occupational group;
- When choosing not to participate, I believe to the best of my knowledge that I do not suffer from any condition that could endanger me or others in the performance of my job at the NRC.

Employee signature/Date

Supervisor signature/Date

Step 5 – Email all forms to NRC.HealthSurveillance-Surveillancedelasante.CNRC@nrc-cnrc.gc.ca within 30 days of signature

Instructions for enrollment:

Supervisor or employee to send documents by email to:

NRC.HealthSurveillance-Surveillancedelasante.CNRC@nrc-cnrc.gc.ca

- a. Occupational Health Monitoring Participation Form (this form)
- b. Record of Hazardous Chemicals and Biological Substances, if applicable
- c. Self-Declaration Questionnaire for Respiratory Protection Users, if applicable

Instructions for filling the Occupational Health Monitoring Participation Form (this form):

1. Employee provides identification details in STEP 1
2. Employee, with the help of supervisor, selects all occupational groups in a) and b) applicable to their work and activities
3. Employee reads and selects one statement in STEP 3
4. Employee and supervisor sign in STEP 4 (electronic signature acceptable)
5. Employee or supervisor sends the signed form to: NRC.HealthSurveillance-Surveillancedelasante.CNRC@nrc-cnrc.gc.ca

Instructions for declining or opting out from health monitoring (using this participation form):

1. Employee provides identification details in STEP 1
2. Supervisor and employee make sure none of the occupational groups listed in STEP 2 a) applies to the employee's work or activities
3. Employee reads and selects second statement in STEP 3
4. Employee and supervisor sign in STEP 4
5. Employee or supervisor sends the signed form to: NRC.HealthSurveillance-Surveillancedelasante.CNRC@nrc-cnrc.gc.ca

Instructions for sending notification when employees changes occupational group:

Supervisor or employee sends an email to NRC.HealthSurveillance-Surveillancedelasante.CNRC@nrc-cnrc.gc.ca indicating and attaching:

- a. Name of employee
- b. Effective date of change
- c. New participation form (this form) with new occupational group(s) selected and other forms if applicable

EVALUATION

BASIS OF SELECTION

Proposals scoring less than 70 points of 100 points will be considered non-responsive and will be eliminated from further consideration. Proposals will be assessed using the following evaluation criteria, and must include sufficient data to allow the evaluation team to verify the total cost to providing services and all claims of meeting the RFP's requirements. Proposal must respond to every criterion whether the request requires a simple "yes" or "no" or requires a detailed explanation. The National Research Council (NRC) reserves the right to verify any and all information provided by the bidder in his/her proposal.

Simply repeating the information contained in the Statement of work is not sufficient to demonstrate understanding of the requirements.

Proposals will be evaluated based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for technical merit and 30% 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 70% for technical merit.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30% for price.

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

MANDATORY TECHNICAL CRITERION

A. **Language and Locations**

MET / NOT MET

Proposal must demonstrate the capacity to assign resources for the delivery of services according to the regional language designation of each National Research Council (NRC) location across Canada.

Language Designation	National Research Council (NRC) Location
Bilingual	<ul style="list-style-type: none">• Moncton, New Brunswick• Fredericton, New Brunswick• Montréal, Québec• Ottawa, Ontario
Unilingual French	<ul style="list-style-type: none">• Saguenay, Québec• Boucherville, Québec
Unilingual English	<ul style="list-style-type: none">• St. John's, Newfoundland• Charlottetown, Prince Edward Island• Halifax, Nova Scotia• Chalk River, Ontario• London, Ontario• Markham, Ontario• Mississauga, Ontario• Oakville, Ontario• Toronto, Ontario• Winnipeg, Manitoba• Saskatoon, Saskatchewan• Calgary, Alberta• Edmonton, Alberta• Penticton, British Columbia• Vancouver, British Columbia• Victoria, British Columbia

POINT RATED EVALUATION CRITERION

B. Company Experience and Reference Check 15 POINTS

Proposals must include the Company's legal name and the province in which the company is incorporated, a Company profile, a description of the Company's previous experience with service delivery projects of similar size and complexity, and at least 3 previous contacts, noting client name, telephone number, services provided, and contract period. NRC reserves the right to contact any or all references provided.

Points will be awarded for the number of previous contracts delivering health monitoring services to companies of similar size and complexity.

- 3 previous contracts: 5 points
- 4-7 previous contracts: 10 points
- 8 or more previous contracts: 15 point

C. Proposed Personnel 20 POINTS

Composition, qualifications, and experience of the proposed personnel must be described in the proposal. Experience and expertise of the proposed personnel must be appropriate to the nature of the work, and must have extensive knowledge and experience in the provision of occupational health assessment services. The proposed key team members should, together, provide an appropriate composition and balance of qualifications, experience, and specialization. The company's ability to provide back-up resources should be addressed, including, if any, a list of all sub-contractors the bidder will use to provide services.

Points will be awarded for the experience and expertise of the proposed personnel.

- Senior management of the organization: up to 5 points
- Contract manager and support staff: up to 5 points
- Medical professionals and subject matter experts: up to 10 points

D. Demonstrated Understanding of Work 45 POINTS

Proposal must demonstrate a clear understanding of the scope of work. Proposals should include the approach, method of delivery, and specific steps for providing each of the services in detail. Proposals must include which services will be performed by the Contractor and which services will be performed by a sub-contractor. The proposal must identify and discuss any potential problem areas and recommend solutions for those identified problem areas. The proposal must include a description of the method used for the coordination and scheduling of assessments, the method used to track and communicate non-routine and periodic appointment notifications to NRC employees, the method used to collect and store confidential medical records, the method used for communicating with and reporting to the National Research Council (NRC) Contract Manager, and the method used for invoice and issues management. Proposals must include a list of fixed and/or hourly rates for each type of services they provide, as well any consultation and administrative fees.

Points will be awarded based on the description of the scope of work.

- Approach and delivery of services: up to 5 points
- Description of services and service locations provided by the contractor and those provided by sub-contractors: up to 10 points
- Description of appointment scheduling, communication and periodic notifications: up to 10 points
- Description of the method used to collect and store confidential medical records, the method used for communicating with and reporting to the National Research Council (NRC) Contract Manager and for invoicing: up to 10 points
- Description of issue management and resolution: up to 10 points

E. Project Management Methodology

20 POINTS

The proposal must include an outline of the project management methodology and project schedule, including the method of project coordination and liaison with the Project Authority. The project plan should be detailed, giving phases, milestones, etc., and indicate the steps that will be taken to ensure that the project is completed within the required time frame including coordination of the Project Team. The main tasks should be in sequence and indicate the points at which NRC's approvals are required. Identify any proprietary information that is proposed to be used in the methodology.

- Description of the detailed project plan: up to 10 points
- Description of the coordination of the Project Team: up to 10 points

TOTAL MAXIMUM POINTS:

100 POINTS

Proposals scoring less than 70 of 100 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. Bidders must meet all RFP mandatory requirements indicated by imperative words such as, but not limited to, "must", "shall", "will", and "essential", including compliance with the mandatory terms and conditions of the RFP. Furthermore, it is essential that the elements contained in proposals be stated in clear, concise manner. Proposals should be in the same order and formatted using the same section and sub-section numbers as the RFP. Proposals will be evaluated solely on their content. Items not addressed will be given a score of zero.

PRICING TABLE

FOR REVIEWS AND TESTS	PRICE PER TEST
Medical Form Review	
Medical Exam	
Complete Blood Count	
Comprehensive Metabolic Panel	
Urine Tests	
Pulmonary Function Test (including spirometry)	
Chest X-Ray	
Lumbosacral Spine X-Ray	
Rest Electrocardiogram	
Effort Electrocardiogram	
Visual Function Test	
Full Ophthalmic Exam	
Audiogram	
TOTAL (A):	
IMMUNIZATION	PRICE PER DOSE
Hepatitis A	
Hepatitis B	
Twinrix	
Mantoux	
Measels	
Mumps	
Rubella	
Japanese Encephalitis	
Tetanus Diphtheria	
Polio	
Typhoid	
Rabies	
TOTAL (B):	
GRAND TOTAL (A + B):	

The estimated quantities are only for the purpose of evaluating the proposals. In no case will NRC be required to respect these numbers.



ID	2010C
Title	General conditions: Services (medium complexity)
Date	2021-12-02
Status	Active

- 01 Interpretation
- 02 Standard clauses and conditions
- 03 Powers of Canada
- 04 Status of the Contractor
- 05 Conduct of the Work
- 06 Subcontracts
- 07 Time of the essence
- 08 Excusable delay
- 09 Inspection and acceptance of the Work
- 10 Invoice submission
- 11 Taxes
- 12 Payment period
- 13 Interest on overdue accounts
- 14 Audit
- 15 Compliance with applicable laws
- 16 Liability
- 17 Government Property
- 18 Amendment
- 19 Assignment
- 20 Suspension of the Work
- 21 Default by the Contractor
- 22 Termination for convenience
- 23 Right of set-off
- 24 Conflict of Interest and Values and Ethics Codes for the Public Service
- 25 Contingency fees
- 26 International sanctions
- 27 Integrity provisions—contract
- 28 Harassment in the workplace
- 29 Entire agreement
- 30 Access to information
- 31 Code of Conduct for Procurement—contract

2010C 01 (2016-04-04) Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes"

means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement"

means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions Manual* 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 Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;



- "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 Applicable Taxes;
- "Cost"
means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;
- "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;
- "Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"
on page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;
- "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) Standard clauses and conditions

Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

2010C 03 (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 04 (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 05 (2008-05-12) Conduct of the Work

1. The Contractor represents and warrants that:
 - a. it is competent to perform the Work;



Appendix B

- 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.

2010C 06 (2013-06-27) 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, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

2010C 07 (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 08 (2014-09-25) 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 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 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 09 (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 10 (2013-03-21) 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 department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - 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. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do 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 11 (2013-03-21) Taxes

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price 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.
5. Tax Withholding of 15 Percent – Canada Revenue Agency

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 not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

2010C 12 (2014-09-25) Payment period



Appendix B

1. Canada's standard payment period is 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 13.
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 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 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 13 (2018-06-21) 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 (Payments Canada);

"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 14 (2014-09-25) 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 years after it receives the final payment under the Contract.

2010C 15 (2008-05-12) Compliance with applicable laws

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

2010C 16 (2008-05-12) Liability



Appendix B

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 17 (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 18 (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 19 (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 20 (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 21 (2014-09-25) 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 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 22 (2020-05-28) Termination for convenience



Appendix B

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor agrees that it will only be paid the following amounts:
 - a. on the basis of the Contract Price, for any part of the Work completed 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 incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
 - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, interest, 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 23 (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 24 (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 25 (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 26 (2021-12-02) International sanctions



Appendix B

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 22.

2010C 27 (2016-04-04) Integrity provisions—contract

The *Ineligibility and Suspension Policy* (the “Policy”) and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of, the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada’s website at [Ineligibility and Suspension Policy](#).

2010C 28 (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 [Policy on Harassment Prevention and Resolution](#), 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 29 (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.

2010C 30 (2012-07-16) Access to information

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

2010C 31 (2016-04-04) Code of Conduct for Procurement—contract

The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of 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.



Contract Number / Numéro du contrat 891703
Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine NRC		2. Branch or Directorate / Direction générale ou Direction HSE	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant RFP	
4. Brief Description of Work / Brève description du travail Title: NRC Occupational Health Monitoring Medical Services Contract Objective: Provide medical monitoring services to NRC staff Language of Work: English and French Location of Work: All NRC locations Canada-wide			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



Contract Number / Numéro du contrat 891703
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

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

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

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

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

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

Special comments:
Commentaires spéciaux : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



Contract Number / Numéro du contrat 891703
Security Classification / Classification de sécurité UNCLASSIFIED

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production		✓														
IT Media / Support TI		✓														
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

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

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



Contract Number / Numéro du contrat 891703
Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Fritz McKellar		Title - Titre Health, Safety and Environment Advisor	Signature McKellar, Francois <small>Digitally signed by McKellar, Francois DN: cn=McKellar, Francois, c=CA, o=GC, ou=NRC-CNRC, email=francois.mckellar@nrc- nrc.gc.ca Date: 2021.12.02 07:47:14 -05'00'</small>
Telephone No. - N° de téléphone 343-553-2835	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Francois.McKellar@nrc-cnrc.gc.ca	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Tori Pelletier		Title - Titre Analyst, Security in Contracting	Signature Pelletier, Tori <small>Digitally signed by Pelletier, Tori DN: cn=Pelletier, Tori, c=CA, o=GC, ou=NRC-CNRC, email=tori.pelletier@nrc-nrc.gc.ca Date: 2021.12.02 08:09:07 -05'00'</small>
Telephone No. - N° de téléphone 613-998-7352	Facsimile No. - N° de télécopieur 613-990-0946	E-mail address - Adresse courriel Tori.Pelletier@nrc-cnrc.gc.ca	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Philippe G. Cléroux		Title - Titre Senior Contracting Officer	Signature CLEROUX, PHILIPPE <small>Digitally signed by CLEROUX, PHILIPPE DN: cn=CLEROUX, PHILIPPE, c=CA, o=GC, ou=NRC-CNRC, email=philippe.cleroux@canada.ca Date: 2022.05.09 10:18:27 -04'00'</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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	NATO
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 États-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 Divulgateion 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 assujéti 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	NATO
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 DSIC1.

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 EMBLEMES

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, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et 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:

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

Instructions for Submitting an Integrity Declaration Form

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

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

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

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

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

SECTION 1: SUPPLIER INFORMATION

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

SECTION 2: FOREIGN CRIMINAL OFFENCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Declaration

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

Protected B *when completed*

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

Signature

With Thanks

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

Guidance Document for the Declaration Form

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

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

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

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

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

1. Foreign Criminal Offences

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

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

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

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

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

2. Inability to Provide a Certificate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 [Politique d'inadmissibilité et de suspension](#) ainsi que le [Code de conduite pour l'approvisionnement](#). / 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 [Ineligibility and Suspension Policy](#) as well as the [Code of Conduct for Procurement](#).

Selon la [Politique d'inadmissibilité et de suspension](#) de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché.⁴ / In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), 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 / Operating Name	
*Adresse de l'entreprise / Company's address	*Type d'entreprise / Type of Ownership
	<input type="checkbox"/> Individuel / Individual <input type="checkbox"/> Corporation / Corporation <input type="checkbox"/> Coentreprise / Joint Venture
*Membres du conseil d'administration⁵ / Board of Directors⁵ (Ou mettre la liste en pièce-jointe / Or provide the list as an attachment)	

4 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;
- 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;
- 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:

- 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;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- suppliers that are a partnership do not need to provide a list of names.

5 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 réception / Board of Visitors

COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel [COVID-19 vaccination requirement for supplier personnel - Buyandsell.gc.ca](https://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, _____ (*first and last name*), 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 federal 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.