



**REQUEST FOR PROPOSALS
DEMANDE DE PROPOSITIONS**

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

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

Title/Sujet Building Condition Assessment – St. John’s	
Solicitation No./N. de l’invitation 22-58114	Date 22 December 2022
Solicitation Closes/L’invitation prend fin at/à 14 :00 on/le 30 January 2023	Time Zone/Fuseau Horaire EST
Address Enquiries To/Adresser demandes de renseignements à : Collin Long Telephone No./N. de téléphone : (343) 549-1549	

Instructions: See Herein

Instructions: Voir aux présentes

Proposal To:

We hereby offer to sell to His Majesty the King 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 le Roi 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

Building Condition Assessment – St. John’s

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 Proposal. 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 RFP duly completed.**

2.0 SCOPE OF WORK

2.1 To provide Professional Services to **conduct building condition assessments at the National Research Council St. John’s Campuse** in accordance with the detailed Statement of Work attached as Appendix "B".

3.0 PERIOD OF CONTRACT

3.1 NRC anticipates that the work will begin in **February 2023** and be completed by **June 30, 2023**.

4.0 ENQUIRIES

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

Collin Long

Contracting Authority, Procurement Services
National Research Council Canada
1200 Montreal Road, Bldg. M-58
Ottawa, Ontario K1A 0R6 Email: Collin.Long@nrc-cnrc.gc.ca

4.2 To ensure the equality of information among Bidders, responses to general enquiries will be made available to all bidders unless such publications would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available through the Open Bidding System (OBS) to all bidders.

4.3 Vendors who attempt to obtain information regarding any aspect of this RFP during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).

4.4 It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFP.

5.0 **BIDDERS' CONFERENCE**

All vendors must attend both of the compulsory Bidders' Conferences at the designated time and place detailed below. Failure to do so will render a bid invalid. Bidders who cannot attend, for any reason, on the specified date and time will not be given an alternative appointment and their proposals will be considered non-responsive. **NO EXCEPTIONS WILL BE MADE.**

January 10, 2023 at 10h00 – Meet Monty Fudge
1 Arctic Avenue
St. John's, NL

As proof of attendance, the Contracting Authority will have an Attendance Form that Bidders **MUST** sign. It is the responsibility of all Bidders to ensure they have signed the mandatory Bidders Conference Attendance form prior to leaving the Bidders' Conference. Proposals submitted by Bidders who have not attended the Bidders Conference and failed to sign the Attendance Form will be deemed non-responsive.

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

6.1 Technical and Financial Proposals must be **received electronically** no later than 14:00 [EST](#) (according to NRC's Server Time), **January 30, 2023**, to the following **Contracting Authority**:

NAME - Collin.Long@nrc-cnrc.gc.ca

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

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

Proposals <u>must not</u> be sent directly to the Project Authority
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6.2 All risks and consequences of incorrect delivery of electronic bids are the responsibility of the Bidder. **The National Research Council Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before. Electronic bids received after the indicated closing time based on NRC servers' received time will be irrevocably rejected. Bidders are urged to send their proposal in sufficient time, in advance of the closing time to reduce any technical issues. The National Research Council Canada will not be held responsible for bids sent before closing time but received by the NRC servers after the closing time.**

6.3 Bid submissions must be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) attached as **Appendix "D"**.

6.4 The sender has the sole responsibility for the timely dispatch and delivery of a proposal and cannot transfer such responsibility to the NRC. No supplementary information will be accepted after the closing deadline unless NRC requests a clarification.

6.5 All submitted proposals become the property NRC.

7.0 **EVALUATION CRITERIA**

7.1 Proposals will be assessed in accordance with the mandatory evaluation attached as **Appendix C**. Bidders shall provide a detailed response to each

criterion. NRC reserves the right to verify any and all information provided by the bidder in his/her proposal.

8.0 **COST PROPOSAL**

- 8.1 The cost proposal must be a **fixed price quotation, FOB Destination, excluding GST/HST**. The fixed price must include all the materials and services required to fulfill all aspects of the Statement of Work. Bidders should identify the currency on which the cost proposal is based.
- 8.2 The cost proposal must have sufficient structure to show how the total proposed cost was calculated. It should contain the following elements:
- a) The number, classification and per diem and/or hourly rate for all assigned personnel. For each classification, the number of workdays should be defined.
 - b) The amount and explanation for other miscellaneous expenses that could be incurred.
 - c) The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

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

9.0 **CONDITIONS OF SUBMISSION**

- 9.1 There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation. A contract will not necessarily be issued as a result of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.
- 9.2 The method of selection will be the compliant proposal with the lowest financial proposal.
- 9.3 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFP.
- 9.4 Your proposal should contain the following statement:

"We hereby certify that the price quote is not in excess of the lowest price charged anyone else, including our most favoured customer, for like services".

9.5 Any contract resulting from this invitation will be subject to the General Conditions – Architectural and Engineering Services (copy attached as Appendix "A") and any other special conditions that may apply.

10.0 **SECURITY LEVEL**

10.1 Prior to the performance of the obligations under this contract, all personnel that will be involved with the project must be cleared to the security level of **RELIABILITY** as defined in the security policy of Canada.

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

11.0 **CONFIDENTIALITY**

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

12.0 **CRIMINAL CODE OF CANADA**

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

13.0 **DEBRIEFINGS**

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

ADDITIONAL CONTRACT CLAUSES

Bidder compliance with all of the following clauses, terms and conditions of the resulting contract is mandatory.
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14.0 **T4-A SUPPLEMENTARY SLIPS**

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

15.0 **GOVERNMENT SMOKING POLICY**

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

16.0 **ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT**

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

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

17.0 **GENERAL CONDITIONS**

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

18.0 **PROGRESS REPORT**

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

19.0 **ADDITIONAL WORK**

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

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

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

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

- 21.1 It is a term of the contract that:
- a. the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;

- b. the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based; and
- c. the Contractor had informed the Departmental Representative of any exemption in respect of the abatement of a contract fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.

22.0 **FORMER PUBLIC SERVANT**

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

22.2 Definitions

For the purposes of this clause,

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

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

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

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

22.3 Former Public Servant in Receipt of a Pension

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

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

- a) name of former public servant;

b) date of termination of employment or retirement from the Public Service.

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

22.5 Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

23.0 OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)

23.1 The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the Procurement Ombudsman Regulations or visit the OPO website.

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 RFP, the Proponent is subject to the integrity provisions contained in the following documents:

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

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

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

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

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

SURNAME	GIVEN NAME(S)	TITLE

26.0 **ATTACHMENTS**

- Appendix "A" – General Conditions Architectural and Engineering Services
- Appendix "B" – Statement of Work
- Appendix "C" – Evaluation Criteria
- Appendix "D" – Standard Instructions and Conditions
- Appendix "E" – Security Requirements Check List



0220 General Conditions

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GC 1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

GC 2 Interpretations

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

GC 3 Successors and Assigns

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



GC 4 Assignment

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

GC 5 Administration

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

GC 6 Indemnification

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

GC 7 Notices

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

GC 8 Suspension

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



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

GC 9 Suspension Costs

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

GC 10 Termination

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

GC 11 Termination Costs

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



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

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



GC 13 Payments to the Consultant

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

GC 14 Delayed Payment

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



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

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

GC 15 Records to be Kept by the Consultant

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

GC 16 National or Departmental Security

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



GC 17 Copyright and Reuse of Documents

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

GC 18 Conflict of Interest

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

GC 19 Status of Consultant

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

GC 20 Declaration by Consultant

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



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

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

GC 21 Insurance

21.1 General

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

21.2 Comprehensive General Liability

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



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

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

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

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

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

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

21.3 Professional Liability

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



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

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

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

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

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

GC 22 Resolution of Disagreements

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



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

GC 23 Members of House of Commons

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



GC 24 Amendments

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

GC 25 Entire Agreement

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

GC 26 Lobbyist Certification - Contingency Fees

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

4. In this clause,

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

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

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

GC 27 Non-discrimination in Hiring and Employment Practices

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



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



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

GC 28 Changes in Taxes and Duties

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

GC 29 Ad Valorem Sales Tax

1. Federal government departments and agencies are not required to pay any ad valorem sales tax levied by the province in which the taxable goods or services are delivered. This exemption is provided to federal government departments and agencies under the authority of the following:
- (a) Provincial Sales Tax Exemption Licence Numbers, for the provinces of:
- | | |
|----------------------|--------------|
| Prince Edward Island | OP-10000-250 |
| Ontario | 11708174G |
| Manitoba | 390-516-0 |
| British Columbia | 005521 |



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

GC 30 Tax Withholding of 15 Percent

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

GC 31 Changes in the Consultant Team

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



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

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

STATEMENT OF WORK

1.0 PROJECT BRIEF

1.1 PURPOSE OF DOCUMENT

The purpose of this document is to provide a description of the services the Contractor must supply throughout the duration of this project and to outline the content and format of the required deliverables. Additionally, the document specifies key team member's roles and responsibilities.

1.2 PROJECT SPECIFIC INFORMATION

1.2.1 PROJECT TITLE AND PROJECT NUMBER

Project Title: National Research Council Canada Regional Building Condition Assessment (BCA) Program
1 Arctic Avenue, St. John's, NL A1B 3T5

1.2.2 PROJECT GENERAL INFORMATION

The National Research Council Canada (NRC) is in need of building condition assessments to evaluate the current condition of one of its real property assets. The properties in need of assessment are:

1. Buildings STJ-1, STJ-2, 1 Arctic Avenue, St. John's, NL A1B 3T5;

These assessments are part of Real Property Planning and Management's (RPPM) on-going efforts to determine the most appropriate management strategy for the retention, maintenance and/or rehabilitation/renewal of the site, buildings and building elements in order to satisfy the Government of Canada's (GoC) current and future requirements as they relate to their Science Assets.

Given the significant investment required to recapitalize these assets, the importance of a repeatable, rigorous, analysis of the inventory, including condition assessment, financial, utilization and adequacy, is critical to the ongoing life-cycle management of these assets. Building Condition Assessments provide foundational, detailed, technical information on which these analyses are based.

The Building Condition Assessment process is used to assess the physical condition of real property assets. The intent is to generate building condition information that enables

capital planning for rehabilitation, renovation and replacement based on objectively applied criteria of condition.

For each building, the Building Condition Assessment must include the following information:

- the general characteristics of a site, building and building elements;
- history of additions, renovations or major system improvements;
- condition rating of building elements such as structure, building envelope, electrical, and mechanical systems;
- comments on maintenance requirements;
- comments on essential corrective/remedial requirements;
- information on the life-cycle capital cost of refurbishment or replacement of building elements;
- information on the current replacement value (CRV) or replacement cost new (RCN) of each building, including major group elements (ASTM Uniformat II Level 1), group elements (ASTM Uniformat II Level 2), individual elements (ASTM Uniformat II Level 3), and sub-elements (ASTM Uniformat II Level 4). See Appendix A; and
- capital cost plans presented *on a yearly basis* for work over the next 25 year life-cycle of the buildings and elements.

1.2.3 PROJECT OBJECTIVES

The objective of a Building Condition Assessment is to investigate various building and site improvement factors including:

- Element condition and assessment of remaining service life (ASTM Uniformat II Levels 1 through 4). See Appendix A;
- Building equipment obsolescence;
- Design problems and deficiencies that adversely affect operation and maintenance activities;
- Compliance with the current applicable standards & codes (i.e. latest edition/revision) and propose remedial work;
- Effective age and remaining service life of building elements;
- Facility Condition Index for the building; and
- Recommendations on the underground assets (i.e. linear assets).

The concept of full life-cycle costing for a facility serves as the foundation for the development of a long-term capital plan. The 25-year capital plan should indicate the optimal timing / grouping of recommended “events” into projects in order to minimize overall cost and building occupant disruption.

1.2.4 CONTRACTOR GENERAL SCOPE OF SERVICES

This Statement of Work describes the work required to complete a Building Condition Assessment. In general, a BCA assesses the condition of the building elements and recommended actions required to maintain the asset in operating condition during the next 25 years on a yearly basis. The BCA covers all elements of the asset, including the site and buildings. Systems that are common to all buildings include:

- Site related elements;
- Architectural related elements;
- Structural elements;
- Vertical transportation;
- Mechanical elements; and
- Electrical elements

The assessment is also to include building-scale systems common to science buildings. Examples include:

- Treated water (Reverse Osmosis, distilled, deionized, dechlorinated) generation and building-scale distribution systems
- Laboratory effluent/waste stream systems
- Chemical Waste Stream Systems
- Fumehoods and associated mechanical exhaust systems
- Special gasses and vacuum distribution systems
- Cryogenic distribution systems (e.g. liquid nitrogen, liquid argon)
- Overhead cranes
- Lab specific air purification systems

The general scope of services of this project is to undertake the work required to provide a concise and comprehensive assessment of site, buildings, building components, and building elements of science real property assets, including life-cycle costing (class “D” estimates).

The scope of services includes:

- Reviewing historic information about the facility, such as year constructed, major renovations and/or additions, previous reports and drawings;
- Understanding the type of science going on in the facility and its intended function;
- Observing records of specific site, building, building components, and elements;
- Analyzing the information to identify the condition of the facility, work (repair, maintenance, investment) and the life-cycle costs (class “D” estimates);
- Presenting a report outlining the Contractor’s analysis and recommendations that provides comments on what work is mandatory versus recommended as well as rating them by criticality and priority.

1.2.5 PROJECT SCOPE

The list of building assets included in the Building Condition Assessment can be found in Appendix B.

1.2.6 PROJECT PARAMETERS

Facilities can be assessed during “normal” business hours (i.e. 08:00 to 17:00, Monday through Friday – excluding Federal Statutory holidays). The contractor must provide a written request at least ten (10) business days before access to a facility is required. The opportunity to review facilities outside of “normal” business hours may be negotiated with NRC once the contract is awarded.

Facilities personnel can be available for interviews between 08:00 and 17:00 during government workdays (Monday through Friday – excluding Federal Statutory holidays). The contractor must provide a written request at least three (3) business days before interview is required.

1.2.7 AVAILABLE DOCUMENTS THAT WILL BE PROVIDED TO SUCCESSFUL CONTRACTOR

Please note that none of the documents listed below will be provided prior to the contact award

All architectural, structural, mechanical, electrical and site drawings, preferably in AutoCAD format

- Map showing the location of the building(s)
- An overview of the research activities that take place in the building(s)
- Accurate floor plans showing correct room numbers and workspace layouts
- All architectural, structural, mechanical, electrical, fire alarm & sprinkler and site drawings, preferably in AutoCAD format
- Regulatory testing reports (e.g. fire alarm, sprinkler, life safety systems, standpipe, extinguishers, backflow preventers, dry pipe, wet pump, fire pump, hose cabinet.
- Building elevation drawings with respect to grade (i.e. 18 m from grade)
- Operations and maintenance work orders 2008-2022
- Building equipment lists
- Asset Balances FY2008 to 2022
- Non-capital building renewal IMC RPPM program investments
- Asset Management Plans
- List of operations and maintenance service contracts
- List of ongoing and planned projects
- Previous Building Condition Reports
- Seismic Screening Forms & Reports

- All reports, studies, assessments and inspections, including but not limited to the roof, cladding, structure and other building envelope components
- Mechanical and electrical reports and documentation
- Single Line Diagrams
- Conveying systems (elevators, wheel chair lifts, etc.) information, reports and logs
- TSSA Reports & Licenses
- All heritage documentation applicable to the building
- Emergency Exit Plans
- Designated Substance Report (including assessment of Asbestos-Containing Materials)
- Energy Audits
- Building automation systems data
- Appraisals
- Building Management Plans – last 5 years
- Environmental Site Assessment
- Life Safety Systems Compliance Testing Report
- Accessibility Audits/ upgrade documents
- Workplace 2.0 documents

Reports Plans General Information

Note: If required by the Contractor, NRC can provide a soft copies of plans and specifications of construction projects of interest for the Building Condition Assessment in pdf format.

1.2.8 PROJECT SCHEDULE MILESTONES

The project milestones are:

Milestone	Timeline
Award of Consulting Contract	Week 0
Interim Building Condition Assessment Report	Week 8 Individual site report within 3 weeks from site visit
NRC to return comments on Interim BCA	2 weeks from receipt of individual interim site report
Final Draft Building Condition Assessment Report	2 weeks from receipt of comments from NRC on individual interim site report
NRC to return comments on final draft report	Week 14
Final report	Week 16

1.2.9 DELIVERABLES

- Interim Building Condition Report
- Report on all information gathering

- Building and components descriptions organized into tables using Uniformat II Classification for Building Elements (refer to ASTM Uniformat II Classification sheet in Appendix A)
- Total report without event groupings or cost estimate
- Draft Final Building Condition Report (to include photos of each element)
- Total report with event grouping and cost estimate
- Final Building Condition Assessment Report
- 25 year life-cycle cost estimates data presented on a yearly basis to be entered into RPPM's VFA database

1.2.10 FORMAT OF DELIVERABLES

- The **Interim** and **Draft Final Building Condition Reports** shall be provided in the following formats:
 - Reports are to be submitted in their originating format (MS Word preferred) and "text editable" PDF format
 - All tables included in the report are to be submitted as electronic files in their originating format (MS Excel).
 - Data summarizing capital cost estimates presented on a yearly basis for work over the next 25 year life-cycle of the buildings and must be summarized major group elements (i.e. ASTM Uniformat) in an excel spreadsheet
- The Final **Building Condition Report** shall be provided in the following formats:
 - Reports are to be submitted in their originating format (MS Word preferred) and "text editable" PDF format
 - Original electronic format (e.g. MS Word, MS Excel, MS PowerPoint) that is compatible and exportable with various analysis presentation and document software including, but not limited to, MS Excel, MS Word and MS PowerPoint
 - Data summarizing capital cost estimates presented on a yearly basis for work over the next 25 year life-cycle of the buildings and must be summarized major group elements (i.e. ASTM Uniformat) in an excel spreadsheet
 - Two bound color hard copies (double sided and printed on 30% recycled paper content).

2.0 DESCRIPTION OF SERVICES

The following administrative requirements apply during the project delivery.

2.1 COORDINATION WITH NRC

NRC will assign a Project Manager.

The Project Manager is directly concerned with the project and responsible for its progress.

The NRC Project Manager administers the project and exercises continuing control over the Contractor's work during all phases of development. The Contractor obtains all Federal requirements and approvals necessary for the work from the Project Manager.

The Contractor shall:

1. Carry out services in accordance with the contract documents and directions given by the Project Manager.
2. Correspond only with the Project Manager at the times and in the manner dictated by the Project Manager. The Contractor shall not communicate with the site representative unless so authorized by the Project Manager.
3. Advise the Project Manager of any changes that may affect the schedule or the budget or are inconsistent with instructions or written approvals previously given. The Contractor shall detail the extent and reasons for the changes and obtain written approval before proceeding.

2.2 COORDINATION WITH SUB-CONTRACTORS

The Contractor shall:

1. Coordinate and assume responsibility for the work of any Sub-Contractors and specialists retained by the Contractor.
2. Ensure clear, accurate and ongoing communication of concept, budget, and scheduling issues (including changes) as they relate to the responsibilities of all Sub-Contractors and specialists from initial base building reviews to closing.
3. Ensure Sub-Contractors attend all required meetings.
4. The Contractor shall ensure coordination of requirements with and between Sub-Contractors and other Specialists appropriate and/or necessary for this project.

2.3 LINES OF COMMUNICATION

The Contractor corresponds only with the Project Manager at the times and in the manner dictated by the Project Manager.

2.4 MEDIA

The Contractor shall not respond to requests for project related information or questions from the media. Such inquiries are to be directed to the Project Manager.

2.5 PROJECT RESPONSE TIME

It is a requirement that the Contractor should be personally available to attend meetings and respond to inquiries within three (3) days of the Project Manager's request, in the locality of the place of the work from the date of the award of the Contractor call-up until final completion. If longer response time is required, the Project Manager should be made aware and approve the extension.

2.6 ROLES AND RESPONSIBILITIES

2.6.1 PROJECT MANAGER

The NRC Project Manager has overall responsibility for the progress of the project, including management, administration and coordination of the activities as set out in this document.

2.6.2 CONTRACTOR

The Contractor shall be responsible for organizing the project team, gathering and analyzing building-related information and presenting project deliverables.

The Contractor shall establish and maintain, throughout the duration of the project, a team capable of effectively delivering the services described in this document.

The Contractor shall deliver the project within the time frame and assigned budget in accordance with this document.

Upon award of the consulting contract the Contractor shall be responsible for producing all work described in this document, in a conscientious and professional manner.

3.0 REQUIRED SERVICES

3.1 GENERAL CONTRACTOR SERVICES AND PROCEDURES

Project Methodology and Implementation Strategy

1. Call and chair status/coordination meetings, as required. Meeting Minutes shall be prepared and distributed by the Contractor within 48 hours of the meeting.
2. Throughout the project, monitor critical path and deadlines for submissions, revisions and approvals. Track all deviation from approved schedule including a description of the issue(s) and additional time expended for each. Provide updates identifying completed deliverables and revisions to the schedule and advise of any upcoming work.

3.2 BUILDING CONDITION REPORT

3.2.1 INTENT

1. Gather facility-related information from multiple sources, including interviews with key subject matter experts named by the Project Manager, visual observation (testing not required) and existing documents.
2. Document observations using ASTM Uniformat II classification for building elements (level I – IV sub-elements)
3. Provide Interim and Final Draft Building Condition Report to NRC for review and comments.
 - a) The Interim Building Condition Report includes:
 - i. Report on all information gathering
 - ii. Building and systems descriptions organized into tables using ASTM Uniformat II classification for building elements
 - iii. groupings or cost estimate
 - b) The Final Draft Building Condition Report is defined as 99% complete.
4. Provide a Final Building Condition Report that incorporates all revisions indicated in the 99% version.
5. It is **NOT** the intent of this assessment that the Contractor will conduct a review of Operations and Maintenance activities or procedures at the facility.

3.2.2 GENERAL

3.2.2.1 SCOPE AND ACTIVITIES:

This Statement of Work describes the work required to complete a Building Condition Assessment. In general, a BCA is an assessment of the condition of the building elements and recommended actions required to maintain the asset in operating condition during the next 25 years. The BCA covers all components on the site and in the asset organized as follows:

- Site related components;
- Architectural related components;
- Structural components;
- Vertical transportation;
- Mechanical components, and
- Electrical components

The assessment is also to include building-scale systems common to science buildings. Examples include:

- Treated water (Reverse Osmosis, distilled, deionized, dechlorinated) generation and building-scale distribution systems
- Laboratory effluent/waste stream systems
- Fumehoods and associated mechanical exhaust systems
- Special gasses and vacuum distribution systems

- Cryogenic distribution systems (e.g. liquid nitrogen, liquid argon)
- Overhead cranes
- Lab specific air purification systems

The general scope of services of this project is to undertake the work required to provide a concise and comprehensive assessment of site, buildings, building components, and building elements of science real property assets, including life-cycle costing (class “D” estimates).

Standalone or moveable equipment, **considered “building-scale” systems are not within the scope of this assessment.**

The objective of a Building Condition Assessment is to investigate various building and site improvements including:

- Building, building elements, and component condition and assessment of remaining life;
- Building equipment obsolescence;
- Design problems and deficiencies that adversely affect operation and maintenance activities;
- Compliance with the current applicable standards & codes (i.e. latest edition/revision);
- Effective age and remaining economic life of building elements; and

The concept of full life-cycle costing for the facility is the basis for the development of the long-term capital plan. The 25-year capital plan should indicate the optimal timing of capital investments and potential repair/remediation work required on a yearly basis.

3.2.2.2 BUILDING SYSTEM AND COMPONENT CLASSIFICATION SYSTEM

The assessment of the building, building elements, and components for the Building Condition Assessment adopts a standard classification of building and elements – the *Standard Classification for Building Elements and Related Sitework - UNIFORMAT II*¹ (Appendix A). The classification system comprises three hierarchical levels:

- Major Group Elements (A-F)
- Group Elements (A-20 – F20)
- Individual Elements (A1010 – F2020)
- Sub-Elements (A1010-01 – F2020-99)

Note: Refer to ASTM Unifomat II Classification for Building Elements in Appendix A for complete list of building elements.

¹ <https://www.astm.org/Standards/E1557.htm>

The UNIFORMAT II classification defines building elements as major components common to most buildings. The classification is the common thread linking activities and participants in a building project from initial planning through operations, maintenance, and disposal.

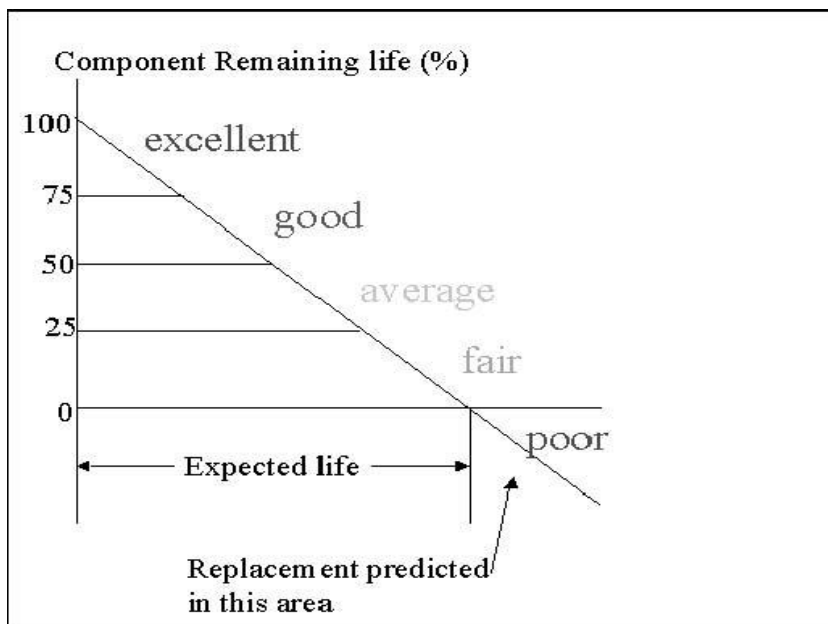
Elements are major components common to most buildings. Elements usually perform a given function, regardless of the design specification, construction method, or materials used.

3.2.2.3 BUILDING ELEMENTS AND COMPONENT INSPECTION AND ASSESSMENT EVALUATION CRITERIA LIST

Each building element (i.e. Major Group Elements, Group Elements, Individual Elements, Sub-Elements) is to be assessed for its condition. The first step in establishing the condition of building system is to decide on its remaining life. The remaining life shall be determined by considering the following factors:

- Age of the building element
- Building element design life
- Identified deficiencies
- The building element service conditions including duty cycles, weather conditions, hours of operation
- Maintenance practices
- Obsolescence
- Operational or functional performance issues

Then, as a result of the inspection process the condition of each building element shall be determined as “excellent”, “good”, “average”, “fair” or “poor”. For purposes of consistency, each of these five possible conditions is related to the remaining life of a component divided by its expected or theoretical life expressed as a percentage. The following chart can illustrate how this works.



Finally, the design life of every building element shall be established as part of the inspection process. The service life (or expected life) of components is based on the judgement of the Contractor or manufacturer's recommendations.

3.2.2.4 LAST MAJOR ACTION YEAR

The last major action year for a component is the last year the component was replaced or renovated to the point where it's expected life is now as long as if it were new. If the last major action year is not known, then it shall be determined by subtracting the expected life for that component from the year the next replacement or renewal renovation is recommended. If the component has never been replaced, the Contractor will use the year of construction as the last major action year for that component.

3.2.3 COMPONENTS

3.2.3.1 COMPONENT NARRATIVES

There are two component level narratives associated with each component. Each of these narratives is listed below along with a description of the content required for each. If a narrative already exists, then it shall be reviewed and modified to reflect the current situation.

3.2.3.2 COMPONENT DESCRIPTION

The description of the component should include:

- Description Basic (i.e. make/model/serial number (as applicable))
- The location of the component
- The quality of the component (Above average, average, below average)
- The capacity/output or performance of the component

This information is to be recorded against the component and carried forward in the Executive Summary if significant work is required to be undertaken.

3.2.3.3 COMPONENT CONDITION AND ANTICIPATED REPLACEMENT DATE

This narrative field should include:

- An assessment of the impact of each of the components deficiencies on the component's remaining life.
- Quality and service conditions that will lengthen or shorten the component's expected life span, for example:

- Below average quality component
- Component or system design
- No longer supported by the supplier
- Inadequate maintenance
- Inadequate performance
- Damage from external sources

3.2.3.4 BUILDING PERFORMANCE REPORT NARRATIVE (MANDATORY IF COMPONENT RATING IS UNSATISFACTORY)

If, during the assessment, one or more components were considered operationally unsatisfactory, the Contractor will have given each of those components an “unsatisfactory” status and a narrative description of the reason why.

3.2.3.5 ASSET NARRATIVES

The Contractor is to provide a narrative describing the features of the centre, including site and building(s).

3.2.4 BCA PROJECT TEAM AND DOCUMENTS

The following information should be included in this narrative field:

- List of participants including: name, discipline and the company they work for;
- Limitations on liability of the Contractor;
- List of documents reviewed;
- List of drawings reviewed; and
- List of persons interviewed in the course of the assessment.

3.2.5 BUILDING HISTORY

When creating the building history, include the following:

- Date the asset(s) was/were constructed
- Subsequent additions
- Major alterations/renovations
- Any known changes in the building/facility use and occupancy

3.2.6 OVERVIEW OF ARCHITECTURAL AND STRUCTURAL CONDITION

The Contractor will provide a description of the structural and architectural characteristics. As well as, an overview, condition, recommendations and the long-term outlook for the following building elements as determined by visual inspections:

- Foundations, basements, crawl spaces.
- Super Structure, including the frame, floors, columns and roof structure

- Building Envelope, including the exterior cladding, the windows (including skylights, exterior doors, and the roof cover).
- Abnormal deflection/deformation of visible structural components Interior elements including, interior design/layout, the wall finishes, ceiling finishes, floor finishes, lobby, washrooms and cafeteria.

3.2.7 OVERVIEW OF SITE CONDITION

The Contractor will provide an overview of the functionality and condition of the site improvements and long-term outlook, including the following components:

- Landscaping and site related components
- Paved surface systems including, roadways, sidewalks, parking lots.

3.2.8 OVERVIEW OF VERTICAL TRANSPORTATION CONDITION

The Contractor will provide an overview of the condition and recommendations for the primary vertical transportation systems, including the long-term outlook.

Note: Having the above mentioned work performed by a *licensed/certified* independent elevator contractor is viewed as an asset; however it is not a requirement of the report.

3.2.9 OVERVIEW OF MECHANICAL SYSTEMS CONDITION

The Contractor will provide an overview of the condition and recommendations for the major mechanical systems and major components of those systems, including the long-term outlook. Mechanical systems also include those systems intended to support research and occupant activities such as, but not limited to, the generation and distribution of treated water, special gasses, and vacuum.

3.2.10 OVERVIEW OF ELECTRICAL SYSTEMS CONDITION

The Contractor will provide an overview of the condition and recommendations for the major electrical systems and major components of those systems, including the long-term outlook. Electrical systems also include those systems intended to support research and occupant activities such as, but not limited to building-scale alarm systems.

3.2.11 OVERVIEW OF PROJECT GROUPING RECOMMENDATIONS

As a result of recommendations for capital investments and potential repair/remediation work, the Contractor will list, in summary format, all the work that should be grouped and implemented at the same time due to their interdependence or to minimize overall cost to the Crown.

3.2.12 CODE COMPLIANCE SUMMARY

The Contractor will check for code compliance of the following building equipment and systems:

- Occupancy types/loads
- Ventilation
- Heating
- Cooling
- Pressure Vessels
- Fire Detection/Protection
- Emergency doors/exits/lighting
- Electrical power capacity
- Lighting
- Elevators
- Washrooms

The Contractor will list all code infractions, categorized by:

- National Building Code
- Provincial Building Code
- Fire and Safety Code
- Canada Labour Code
- Accessible Canada Act (2019)

IF REQUIRED TO BE UNDERTAKEN UNDER LEGISLATION, for each infraction, the Contractor shall include a recommended remedy in the form of work and indicate if addressing the infraction could be delayed due to the age of the building.

3.3 INSPECTION PROCESS

3.3.1 MEET WITH THE PROJECT MANAGER

It is the responsibility of the Contractor to schedule an interview with the Project Manager at the beginning of every building inspection. This meeting will give the Contractor an opportunity to validate the investigation survey, making additions and subtractions as needed, confirm the existence of operational problems, collect information about projects that have been completed since the last BCA and schedule escorted access to the building for the BCA team. During the winter months, components located outside the asset may not be accessible or visible due to a layer of snow. In these circumstances the Contractor use the condition assessment provided by the facility/Property management team to prepare a preliminary schedule of proposed work for capital investments and potential repair/remediation work. The Contractor will return to the asset, weather permitting, and confirm the condition of all those components whose condition could not be assessed during the original visit. The Contractor will update the BCA with any changes required to reflect actual component condition. This process shall not delay the delivery of the first version of the BCA.

3.3.2 REQUIRED COMPONENT PHOTOGRAPHS

To give a better understanding of the asset, the Contractor will always include a photograph of the building(s) and, as a minimum, each of the following building systems and components (if present):

- Building(s); all elevations
- Exterior Signage
- Paved Parking Lots/ garage
- Exterior Wall Finishes
- Roof(s)
- Steam Distribution System
- Chillers
- Heat Exchangers
- Fumehoods
- Mechanical Rooms
- Controls, Electrical or Pneumatic
- Domestic Hot Water Exchanger (Steam)
- Primary Switch Gear
- Primary Transformer & Vault
- Secondary Service Electrical
- Secondary Switchgear
- Secondary Transformer
- Cabling, Raceways & Bus Ducts
- Distribution Panels
- General Lighting
- Lobby – all four sides, ceiling and floor
- Washrooms (typical, not one of each)

Photographs are to be included in the body of the document as indicated in the attached sample pages. The organization (order) of photographs is to be consistent with the levels and organization of the Uniformat II categorization. The Contractor will include a description with photograph clearly explaining the subject matter. A proposed presentation of photographic and descriptive information would be to organize images in a 2-columns table. Images could be placed in the cells of the right column with corresponding ASTM Uniformat II cross reference and the descriptive text in the cells of the left column.

Depending on the site, the contractor must seek permission to take photographs and cannot be shared with individuals not identified in this contract or specifically identified by the Project Manager. (This information/requirements will be provided to the contractor prior to the initial kick-off meeting to ensure appropriate level of effort and costing calculation.)

All licence plates must be fully obscured and people are not to be photographed.

4.0 PROPOSED TABLE OF CONTENT

Preamble:

The Building Condition Assessment (BCA) is to satisfy the information needs of multiple audiences. Some readers will be completely familiar with the asset and will look to the BCA for clearly identified, prioritized, and detailed plans of action. Others will have limited knowledge of the asset and will focus on financial information for the purposes of educating and supporting the capital planning process. The intent of the proposed BCA's organization is to enable multiple audiences to obtain the information that each needs in an expeditious manner. As a result, the "base" report is to be action-oriented, providing only a high-level description of the building, building systems and components while providing detailed information on only those building systems and components that require attention. Detailed information, including categorized narrative descriptions and detailed ratings of building systems and components, photographs, action plans, and costs, are to be included in appendices.

The report is to be organized from the general to the specific, with cascading levels of detail using the same ASTM Uniformat II categorization of systems and elements throughout (Appendix A).

TABLE OF CONTENTS

Executive Summary

The Executive Summary should include the following information in a concise and organized format:

- i. The scope of the assessment and the services delivered
- ii. The outcome of the assessment and findings of the BCA including:
 - Building conditions in terms of rating using Facility Condition Index (FCI) for each building that is included in the report where:

$$\text{FCI} = \frac{\text{Deferred Deficiencies} + 4\text{-years of Future Deficiencies}}{\text{Current Replacement Value}}$$

- Identified building element in critical condition where failure is imminent or where failure has already occurred.
- Identify building site works systems overview

Based on the FCI calculation, each building shall be rated as Good (FCI <15%), Fair (FCI 15 – 25%) or Poor (FCI>25%) as defined in the table below.

Good < 15%	Unplanned component failure is highly unlikely
	Operational & maintenance costs will be predictable
	The building will provide a clean and functional environment
Fair 15% to 25%	Unplanned component failure in building is unlikely
	There may be some variability in operational costs
	The building will meet most operational needs with minor complaints
Poor > 25%	Unplanned component failure is likely
	Operational costs, including unplanned repair and maintenance, will be high
	Facility will look worn with serious signs of deterioration

- iii. Compliance Issues
- iv. Recommended program of work (capital investments and potential repair/remediation work) including class “D” expenditures

Introduction

Objectives of Building Condition Assessment
 Background
 Scope of Assessment – Mandate

Definitions

Level of Investigation
 Building and building element ratings
 Component ratings

References

Facility Overview and Key Plans

Technical Assessment – Overview

Facility Description (complete with photographs)

- Site description

- Building(s) description

- Building Floor Plan(s)

- Review of previous reports and findings

Systems Condition Assessment (complete with photographs)

- Architectural and Structural

- Mechanical Systems

- Electrical Systems

- Life Safety Systems

Works Plans –Summary of Actions required for each category described above

Component Condition Summary Table – Detailed Cost Plan (with consolidated summary)

5.0 LIST OF APPENDICES

Appendix A ASTM Uniformat Classification for Building Element

Appendix B Building Asset List

APPENDIX A

ASTM UNIFORMAT II CLASSIFICATION FOR BUILDING ELEMENTS

ASTM Uniformat II Classification for Building Elements (E1557-97)				
Level 1	Level 2	Level 3		
Major Group Elements	Group Elements	Individual Elements		
A SUBSTRUCTURE	A10 Foundations	A1010 Standard Foundations		
		A1020 Special Foundations		
	A20 Basement Construction	A1030 Slab on Grade		
		A2010 Basement Excavation		
B SHELL	B10 Superstructure	A2020 Basement Walls		
		B1010 Floor Construction		
	B20 Exterior Enclosure	B1020 Roof Construction		
		B2010 Exterior Walls		
		B2020 Exterior Windows		
	B30 Roofing	B2030 Exterior Doors		
		B3010 Roof Coverings		
		B3020 Roof Openings		
	C INTERIORS	C10 Interior Construction	C1010 Partitions	
			C1020 Interior Doors	
C1030 Fittings				
C20 Stairs		C2010 Stair Construction		
		C2020 Stair Finishes		
C30 Interior Finishes		C3010 Wall Finishes		
		C3020 Floor Finishes		
D SERVICES	D10 Conveying	C3030 Ceiling Finishes		
		D1010 Elevators & Lifts		
		D1020 Escalators & Moving Walks		
	D20 Plumbing	D1090 Other Conveying Systems		
		D2010 Plumbing Fixtures		
		D2020 Domestic Water Distribution		
		D2030 Sanitary Waste		
		D2040 Rain Water Drainage		
		D2090 Other Plumbing Systems		
		D30 HVAC	D3010 Energy Supply	
	D3020 Heat Generating Systems			
	D3030 Cooling Generating Systems			
	D3040 Distribution Systems			
	D3050 Terminal & Package Units			
	D3060 Controls & Instrumentation			
	D3070 Systems Testing & Balancing			
	D3090 Other HVAC Systems & Equipment			
	D40 Fire Protection		D4010 Sprinklers	
			D4020 Standpipes	
		D4030 Fire Protection Specialties		
		D4090 Other Fire Protection Systems		
	D50 Electrical	D5010 Electrical Service & Distribution		
		D5020 Lighting and Branch Wiring		
D5030 Communications & Security				
D5090 Other Electrical Systems				
E EQUIPMENT & FURNISHINGS		E10 Equipment	E1010 Commercial Equipment	
	E1020 Institutional Equipment			
	E1030 Vehicular Equipment			
	E1090 Other Equipment			
	E20 Furnishings	E2010 Fixed Furnishings		
		E2020 Movable Furnishings		
		F SPECIAL CONSTRUCTION & DEMOLITION	F10 Special Construction	F1010 Special Structures
				F1020 Integrated Construction
F1030 Special Construction Systems				
F1040 Special Facilities				
F20 Selective Building Demolition	F1050 Special Controls and Instrumentation			
	F2010 Building Elements Demolition			
	F2020 Hazardous Components Abatement			

APPENDIX B

BUILDING ASSET LIST

Building	Floor Area (m ²)	Construction	No. of Floors	Address	Floors
STJ-1	59,430	1985	3	1 Arctic Avenue, St. John's, NL A1B 3T5	Ground, first, second
STJ-2	743	2010	1	1 Arctic Avenue, St. John's, NL A1B 3T5	Ground

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

MANDATORY REQUIREMENTS

At bid closing time, the Bidder must:

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

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

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

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

Item	Mandatory Requirements	Proposal Page #(s)
1	The Bidder must have a minimum of ten (10) years’ experience providing Building Condition Assessment services. Provide a company profile and relevant history.	
2	The Bidder must Demonstrate experience providing Building Condition Assessment services. Provide at least 1 example within the last 5 years with references.	
3	The Bidder must supply a CV for the proposed Senior Engineer.	
4	The Bidder must supply the CVs of the proposed Engineering Team members.	
5	The Bidder must provide an example of a typical building condition assessment schedule, from conception to final completion, detailing major milestones, critical path elements, and associated timelines.	
6	Provide details to demonstrate completeness of the Bidder’s health and safety plan.	
7	The Bidder must be registered as a business in Canada.	

Include this table with your proposal and indicate the proposal page where the information can be found.

MANDATORY SITE VISIT

It is mandatory that the bidder attend the site visit at the designated date and time. At least one representative from bidders that intend to bid must attend. The site visit will be held on January 10th, 2023 at 10:00am. Meet **Monty Fudge** at 1 Arctic Avenue, St. John's, NL A1B 3T5. Bidders who, for any reason, cannot attend one of the specified dates and time will not be given an alternative appointment to view the site and their tenders, therefore, will be considered as non-responsive. **NO EXCEPTIONS WILL BE MADE.**

Due to COVID-19, we are taking additional measures to protect you and our employees at the site visits.

At the site visit, to limit contact and risks:

- The bidders will sanitize their hands at the hand sanitizing station.
- The bidders will be asked to sign the Attendance Form. It is the responsibility of all bidders to verify information on the Attendance Form.
- The site visits could take longer than usual, therefore anticipate a longer meeting duration.
- Physical distancing: keeping a distance of at least 2 arms-length (approximately 2 metres) from others may not be possible at all times, therefore the use of NRC issued disposable face coverings to reduce the risk of transmission of COVID-19 is mandatory.
- The bidders shall not impede safe access to and from the facility.

Proposals submitted by bidders who have not attended the site visit or failed to submit their identification and contact information at the site visit will be deemed non-responsive.

**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

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

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



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

PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Non Oui

 Short Title(s) of material / Titre(s) abrégé(s) du matériel :
 Document Number / Numéro du document :

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

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

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

Special comments:
 Commentaires spéciaux : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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

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

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

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

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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



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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Collin Long		Title - Titre Senior Contracting Officer	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Collin.Long@nrc-cnrc.gc.ca	Date
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 Etats-Unis / Canada si le travail comporte l'accès à des données militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques. On trouvera plus d'information à l'adresse www.dlis.dla.mil/jcp/.

6. Indiquer le type d'accès requis

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

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

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

b) Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.

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

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

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

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

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

Les ministères doivent soumettre la LVERS à TPSGC lorsque:

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

PARTIE B - PERSONNEL (FOURNISSEUR)

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

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

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