



**REQUEST FOR STANDING OFFER
DEMANDE D'OFFRES À COMMANDES**

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

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

Title/Sujet	
Technical Translation Services	
Solicitation No./N. de l'invitation 22-58137	Date February 8, 2023
Solicitation Closes/L'invitation prend fin at/à 14 :00 on/le March 27, 2023	Time Zone/Fuseau Horaire EDT
Address Enquiries To/Adresser demandes de renseignements à : Tania Backes Telephone No./N. de téléphone : (613)410-3834 Email / Courriel : Tania.Backes@nrc-cnrc.gc.ca	

Instructions: See Herein

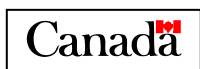
Instructions: Voir aux présentes

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

TECHNICAL TRANSLATION SERVICES

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 RFSO duly completed.**

2.0 SCOPE OF WORK

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

3.0 PERIOD OF STANDING OFFER

- 3.1 The period for placing call-ups against Standing Offers resulting from this Request For Standing Offer (RFSO) shall be upon award of a standing offer to **March 31, 2025**.

- 3.2 There is an option to renew at NRC's discretion for four (4) subsequent one-year periods, subject to satisfactory performance and agreement upon a satisfactory fee structure for that period.

4.0 **ENQUIRIES**

- 4.1 If you require clarification regarding any aspect of this RFSO, address all queries to the Contracting Authority, identified below, at least 5 working days before the closing date. All queries must be in writing and queries received less than 5 working days prior to the closing date cannot be guaranteed a response. Information received verbally will not be binding upon the NRC.

Tania Backes
Email: Tania.Backes@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 buyandsell.gc.ca website to all bidders.
- 4.3 Bidders who attempt to obtain information regarding any aspect of this RFSO during the solicitation period through any NRC contacts other than the Contracting Authority identified herein may be disqualified (for that reason alone).
- 4.4 It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFSO.

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

- 5.1 Technical and Financial Proposals must be **received electronically** no later than 14:00 EST (according to NRC's Server Time), **March 27, 2023**, to the following **Contracting Authority**:

Tania Backes – Tania.Backes@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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- 5.2 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.**
- 5.3 The Bidder has the sole responsibility for the timely dispatch and delivery of a proposal and cannot transfer such responsibility to the NRC. No supplementary information will be accepted after the closing deadline unless NRC requests a clarification.

5.4 All submitted proposals become the property NRC.

6.0 **EVALUATION CRITERIA**

6.1 Proposals will be assessed in accordance with the mandatory and rated evaluation attached as **Appendix B**. Bidders shall provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the bidder in his/her proposal.

7.0 **COST PROPOSAL**

7.1 The 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 fulfil all aspects of the Statement of Work. Bidders should identify the currency on which the cost proposal is based.

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

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

7.4 The Bidder must complete this pricing schedule provided in Appendix "C" and include it as a separate attachment in the electronic bid submission.

8.0 **CONDITIONS OF SUBMISSION**

8.1 There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation.

A Standing Offer agreement will not necessarily be issued as a result of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.

8.2 The method of selection will be the highest combined technical score (70%) and price (30%), with a minimum passing score of 60% for each of the Point-Rated Evaluation Criteria Requirements.

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum passing score of 60% in each of the Point-Rated Evaluated Criteria Requirements.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

The responsive bids with the five (5) highest combined technical score (70%) and price (30%) will be recommended for award of a contract under this RFSO.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$350,000.00

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	88/100	87/100	80/100
Bid Evaluation Price	\$420,000.00	\$350,000.00	\$400,000.00
Technical Merit Score	$88 \times 70/100 = 61.6$	$87 \times 70/100 = 60.9$	$80 \times 70/100 = 56$
Pricing Score	$\frac{350,000.00}{420,000.00} \times 30 = 25$	$\frac{350,000.00}{350,000.00} \times 30 = 30$	$\frac{350,000.00}{400,000.00} \times 30 = 26.3$
Combined Rating	$61.6 + 25 = 86.6$	$60.9 + 30 = 90.9$	$56 + 26.3 = 82.25$
Overall Rating	2nd	1st	3rd

8.3 Proposals submitted must be valid for not less than one hundred and twenty (120) calendar days from the closing date of the RFP.

8.4 Your proposal should contain the following statement:

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

8.5 Any Standing Offer agreement resulting from this invitation will be subject to the General Conditions - Services 2010B (copy attached as Appendix "F") and any other special conditions that may apply.

9.0 **OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY**

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

10.0 **CONFIDENTIALITY**

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

11.0 **CRIMINAL CODE OF CANADA**

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

12.0 **DEBRIEFINGS**

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

ADDITIONAL STANDING OFFER CLAUSES

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

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

14.0 **GOVERNMENT SMOKING POLICY**

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

15.0 **ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT**

- 15.1 Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Project Authority named herein. 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.
- 15.2 The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.

16.0 **GENERAL CONDITIONS**

- 16.1 The General Conditions 2010B entitled General Conditions Services and attached as **Appendix "F"** form part of this standing offer agreement and any subsequent call-up issued against it.

17.0 **ADDITIONAL WORK**

- 17.1 The Contractor 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.

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

- 18.1 The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfilment of the Contract. In some instances, the employment authorization necessary to enter Canada

cannot be issued without prior approval of Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

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

19.1 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.

20.0 **WORK AUTHORIZATION UNDER STANDING OFFER AGREEMENTS**

20.1 Work under the Standing Offer Agreement will be authorized as follows:

- (a) prior to services being performed under this Standing Offer, the Project Authority will define and confirm with the Contractor the scope of work and objectives of each project. The mutual understanding and agreement between the two parties will be reflected in the Contractor's proposal that will refer to the objectives, scope, resource level, fees, etc.
- (b) the work plan, schedule and estimated level of effort can be negotiated between the Contractor and the Project Authority.
- (c) the Contractor will be authorized by the NRC to proceed with the work by issuance of a call-up against a Standing Offer NRC Form 769.

21.0 **OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)**

- 21.1 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.

22.0 **SECURITY LEVEL**

- 22.1 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.
- 22.2 Any Standing Offer agreement resulting from this invitation will be subject to the Security Requirements Check List (SRCL), form TBS/SCT 350-103, attached as **Appendix "G"**.

23.0 **FORMER PUBLIC SERVANT**

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

23.2 **Definitions**

For the purposes of this clause,

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

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

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

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

23.3 **Former Public Servant in Receipt of a Pension**

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

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

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

- 23.4 By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with

Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

23.5 Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

24.0 INTEGRITY PROVISIONS

24.1 By responding to this RFSO, the Proponent is subject to the integrity provisions contained in the following documents:

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

24.2 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>

24.3 In addition to all other information required in the procurement process, the Bidder **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

25.0 **ATTACHMENTS**

Appendix "A" – Statement of Work
Appendix "B" – Evaluation Procedures and Basis of Selection
Appendix "C" – Financial Proposal
Appendix "D" – Post Project Evaluation Form
Appendix "E" – Translation Exercise
Appendix "F" – NRC General Conditions 2010B
Appendix "G" – Security Requirements Check List (SRCL)

APPENDIX A

TECHNICAL TRANSLATION SERVICES - STATEMENT OF WORK

A.1 BACKGROUND

The National Research Council of Canada (NRC) is Canada's premiere research and technology organization. As part of the Real Property Planning and Management (RPPM) branch, the Engineering & Construction group consists of a team in-house engineering and project delivery personnel responsible for complete project services, including preparation of construction contract documentation and project management throughout the construction process. The various construction projects support NRC research centre programs, as well as general renewal and facilities maintenance to support NRC infrastructure.

A.2 OBJECTIVE

RPPM has a requirement for technical translation services of construction drawings and specifications, construction contract documents, and miscellaneous administrative texts from English to French and from French to English, as well as editing and updating texts translated on an “as-and-when required” basis.

The purpose of this Request for Standing Offer (RFSO) is to establish qualified technical translation firms (herein referred to as the Contractor) who can be called upon to complete translation services on an “as-and-when required” basis. The volume of work that NRC will contract under this RFSO will vary significantly depending on demand. NRC does not guarantee any work will result in successful contract award under this RFSO.

The terms of any resulting Standing Offer agreement issued under this RFSO will be two (2) years from the date of Standing Offer agreement award with an irrevocable option on the part of NRC to extend the term of the Standing Offer agreement by up to four (4) additional one (1) year periods.

A.2.1 DEFINITIONS

Technical Translation	Texts translated from English to French or from French to English. The end result is a high quality technical translation with a very high degree of accuracy, and in accordance with accepted standards of style and grammar. Documents covered under technical translations category would typically include construction specifications produced in a MS Word Format, and construction drawings produced in AutoCAD Format.
Revision	Ensure the correct terminology consistency and transfer of concepts, terminology or localisation, and transfer of untranslatable (figures). The end result is a high quality technical translation with a very high degree of accuracy, and in accordance with accepted standards of style and grammar.
Editing	Check grammar, spelling, punctuation, style, and fluency of translated text to produce a linguistically correct piece of work. The end result is a high quality technical translation with a very high degree of accuracy, and in accordance with accepted standards of style and grammar.
Administrative Text Translation	Texts translated from English to French or from French to English. The end result is a high quality technical translation with a very high degree of accuracy, and in accordance with accepted standards of style and grammar. Documents typically covered under administrative translations category include construction contract

TRANSLATION SERVICES - STATEMENT OF WORK

	documentation such as Request for Standing Offer Proposals, intent statements, Contemplated Change Notices, Site Instructions, Addenda, etc.
Word	A continuous series of meaningful letters set apart from other words by spaces.
Regular Translation	A translation with a delivery period allowing completion of Work during normal working hours, based on a production rate of 1,500 words translated per day.
Urgent Translation	A translation with a delivery period shorter than a regular translation, as determined by the NRC Project Authority.
Normal Working Hours	For the purpose of this RFSO, normal working hours are defined as Monday to Friday, 8:00 a.m. to 4:00 p.m., EST, with the exception of statutory holidays.
Statutory Holiday	For the purpose of this RFSO, a statutory holiday means New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday (Ontario), Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.

A. 3 SOFTWARE APPLICATIONS

In order to fulfill the objectives of this mandate, the Contractor shall be able to use all of the applications listed below at all times during the period outlined by the RFSO:

- Operating system: Microsoft Windows 10, complete with Microsoft Office suite of products, which includes Microsoft Word, Microsoft Excel and Microsoft PowerPoint;
- WinZip;
- Acrobat DC;
- Internet Explorer; and
- AutoCAD 2018 or newer.

Should the requirement for additional specialty software applications develop during the period outlined by the RFSO, it will be discussed with the Contractor at that time.

A. 4 SCOPE OF WORK

A.4.1 CALL-UP PROCESS

Work shall be offered on a rotational basis, with the order determined based on the scoring achieved in the technical and financial evaluations. The Contractor with the highest score will be offered the first call-up, the second highest score will be offered the second call-up, and so forth. Subsequent call-ups will be offered according to this order, with the exception to this outlined below (refer to section 4.4).

Upon call-up the Contractor shall respond to the call within 48-hours to confirm a team of qualified professionals is available to meet the desired timeline indicated by the NRC Project Authority based on the work count and type of translation services outlined. The Contractor shall then present a work proposal for the required services within five (5) business days which includes a fixed fee proposal for the required translation services.

Following approval of the fee proposal by the NRC Project Authority, the Contractor shall undertake the proposed Work and prepare the appropriate documentation.

TRANSLATION SERVICES - STATEMENT OF WORK

If at any time based on the size or complexity of a particular project the NRC Project Authority determines it to be in the best interest of NRC, they may solicit a fixed fee proposal from two (2) or more successful Contractor of this RFSO and award the contract for the specific call-up to the lower priced fee proposal.

A.4.2 PICK-UP AND DELIVERY PROCESS

The Work to be translated, revised or edited as part of a call-up shall normally be sent electronically to the Contractor and subsequently the complete translated Work shall be returned to NRC by electronic means (E-mail). In the case that the Work is considered to be Protected B, it will be sent electronically using encryption (Entrust) or via secure file transfer along with the call-up.

A.4.3 WORD COUNT

When Work for translation, revision or edition is sent to the Contractor, the word count will be done electronically from the source text. The NRC Project Authority will inform the Contractor of the word count for documents, and the number of AutoCAD drawings complete with drawing word count at the time of call-up. The Contractor shall confirm the word count and drawing package details with the NRC Project Authority and any discrepancies shall be resolved prior to the commencement of Work.

Should there be any disagreements, the NRC Project Authority will redo the word count with a view to reaching an agreement with the Contractor. The Contractor must notify the NRC Project Authority of any changes to the word count.

A.4.4 POST WORK EVALUATION

Upon completion of each call-up, the NRC Project Authority will complete Appendix D – Post Project Evaluation Form, which will be shared with the Contractor. As indicated on the evaluation form, if certain minimums are not achieved the Contractor will miss the next turn in rotation of work and may not be offered the option to renew future years under this RFSO. Similarly, as indicated on the evaluation form, if certain minimums are not achieved the Contractor will not be offered any further Work under this RFSO.

A. 5 QUALITY CONTROL

A.5.1 QUALITY STANDARDS

The quality of Work delivered under the RFSO must meet the following and be deemed satisfactory, as outlined in section 4.4 above. The Contractor must:

- Use the appropriate style and language that accurately renders the message of the source text;
- Ensure that the Work contains standardized and consistent terminology;
- Take into account comments received and reference documents;
- Deliver Work that does not contain errors; and
- Deliver the Work in the application, format, style and layout of the source document as sent by the NRC Project Authority unless otherwise requested.

A.5.2 FORMAT AND LAYOUT

All Work must be delivered without any hand-written corrections and without any unanswered terminology questions, and must respect the format, layout and specific characteristics, including software used, of the source text so that the NRC Project Authority can use the Work as is.

APPENDIX B

TECHNICAL TRANSLATION SERVICES - EVALUATION CRITERIA

B.1 BID EVALUATION PROCESS

The proposal will be evaluated and scored in accordance with the specific criteria as detailed herein. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Contractor's response.

B.2 MANDATORY REQUIREMENTS

Any proposal which fails to meet any of the noted mandatory requirements will be considered non-responsive and will not be given further consideration. Each requirement shall be addressed separately.

It is the responsibility of the Contractor to provide accurate and complete information to demonstrate they meet the mandatory and evaluated requirements outlined in this RFSO. Include dates, license numbers, business ID and other documentation as necessary to illustrate compliance with requirements.

Contractors shall include in their submission, a table similar to that outlined below in Table 1, including associated page numbers which demonstrate the specific requirement.

TRANSLATION SERVICES - EVALUTION CRITERIA

Table 1: Mandatory Requirement Demonstration Index		
Item	Requirement	Proposal Page No(s)
1	Bidder must have a minimum of five (5) years' experience providing technical translations services for construction and engineering related projects. Provide a company profile and relevant history.	
2	Bidder must provide qualifications and experience of key team members. A maximum of two (2) CVs shall be provided, each a maximum of 3-pages.	
3	Bidder must complete the Translation Exercise (Appendix E)	
4	The Bidder must Provide proof of membership in a Canadian translation association	

B.5 POINT-RATED EVALUATION CRITERIA

Technical proposals which meet all Mandatory Requirements specified will be evaluated and scored in accordance with the following point-rated evaluation criteria.

Table 2: Point-Rated Technical Criteria Requirements			
Requirement	Evaluation Criteria	Minimum Score	Maximum Score
Company Profile	The proposal should contain a company profile and provide evidence of the Bidder's previous experience and qualifications in the translation of technical documents related to engineering and construction industry, including the Federal Government of Canada and provincial program building codes, regulations and related standards. Describe experience in translation services provided to engineering and construction related organizations.	18 points	30 points See Table 3 below for points distribution
Proposed Personnel	Qualifications and experience of the proposed personnel must be appropriate to the nature of the requirement. Detailed resumes (including relevant experience in technical translation in the field of the engineering, construction, and building industry) must be provided. Refer to Table 1 for limitations.	12 points	20 points See Table 3 below for points distribution
Translation Exercise	Each bidder will be required to respond to a request to translate a sample exercise. The translation exercise has been included in Appendix E. Bidders shall E-mail the Contracting Authority to receive electronic copies for use. The completed translation exercise must be included in the technical proposal by the closing date and time indicated in the RFSO. The translation will be evaluated in terms of grammar and idiom, style and appropriateness of terminology.	30 points	50 points See Table 3 below for points distribution
Total			100 points

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

Further details related to the technical evaluation criteria and associated point rating system is outlined below in Table 3: Point-Rated Evaluation Criteria Matrix.

TRANSLATION SERVICES - EVALUTION CRITERIA

Table 3: Point-Rated Evaluation Criteria Matrix			
Company Profile			
	Limited	Acceptable	Excellent
Demonstrated experience in translation services provided to engineering and construction industry relevant organizations	0 – 4 points	5 – 7 points	8 – 10 points
Demonstrated evidence of Contractor's experience and qualifications in the translation of technical documents related to the building, engineering and construction industry, including technically complex documents such as construction drawings and specifications prepared in AutoCAD format and NMS format respectively.	0 – 5 points	6 – 10 points	11 – 15 points
Demonstrated understanding of importance of timelines, workloads and adequacy of work plan to handle large volumes with rapid turn-arounds	0 – 2 points	3 points	4 – 5 points
Proposed Personnel			
Qualifications and experience of key team members in technical translation services	0 – 5 points	6 – 10 points	11 – 15 points
Availability of qualified back-up resources	0 – 2 points	3 points	4 – 5 points
Translation Exercise			
Number of errors, accuracy, attention to detail	0 – 8 points	9 – 17 points	18 – 25 points
Quality and use of accepted standards of style, grammar, knowledge of the rules of French language	0 – 4 points	5 – 7 points	8 – 10 points
Use of appropriate technical terminology	0 – 4 points	5 – 7 points	8 – 10 points
Evidence of research and understanding of terminology as it applies to the Canadian engineering and construction industry	0 – 2 points	3 points	4 – 5 points

B.6 FINANCIAL PROPOSAL

Technical proposals which meet all Mandatory Requirements with a minimum passing score of 60% in each of the Point-Rated Evaluation Criteria shall move onto the financial proposal evaluation.

APPENDIX C

TECHNICAL TRANSLATION SERVICES - FINANCIAL PROPOSAL

Bidders must complete this appendix in Canadian currency and submit as their financial proposal.

Indicate a firm rate for each of the categories indicated in the table below.

Contractor Financial Proposal			Contract Year 1	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Item	Criteria	Unit Rates	Contractor Rate	Contractor Rate ⁽²⁾	Contractor Rate ⁽²⁾	Contractor Rate ⁽²⁾	Contractor Rate ⁽²⁾
Technical Translations							
A	Rate per AutoCAD drawing (.dwg file) up to 500 words	\$ / dwg	\$ / dwg	\$ / dwg	\$ / dwg	\$ / dwg	\$ / dwg
B	Additional rate for AutoCAD drawing (.dwg file) per additional word in excess of 500 words	\$ / word	\$ / word	\$ / word	\$ / word	\$ / word	\$ / word
C	National Master Specification (NMS) Derived Specification	\$ / page	\$ / page	\$ / page	\$ / page	\$ / page	\$ / page
D	Technical CAD Operator Rate charged for revisions and edits required to previously translated drawing (.dwg file) for CCNs, addenda, etc. Minimum \$50/hr	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour	\$ / hour
Administrative Translations							
E	Regular Text Translation Rate charged for regular turn around for Contemplated Change Notices, Request For Information, Requests for Proposals, Addenda, etc., requested within a normal time frame.	\$ / word	\$ / word	\$ / word	\$ / word	\$ / word	\$ / word
F	Urgent ⁽¹⁾ Text Translation Rate charged for urgent turn around for CCNs, RFIs, Request for Proposals, Addenda, etc.	\$ / word	\$ / word	\$ / word	\$ / word	\$ / word	\$ / word
Sub-totals A + B + C + D + E + F:			\$	\$	\$	\$	\$

TRANSLATION SERVICES – FINANCIAL PROPOSAL

TOTAL BID BASED ON contract year 1 + option year 1 + option year 2 +option year 3 + option year 4:	\$
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⁽¹⁾ Urgent rate shall apply under the following situations:

- Service request for translation is required to meet a short deadline.
- Service request requires overtime (pre-determined at time of call-up).
- Service request is required to be delivered the same day, or in less than 7.5h.

⁽²⁾ Pricing for each item cannot be lower than the previous year.

The bidder with the lowest total bid will be awarded 30 points, and the bidder with the highest bid will be awarded 0 points. All remaining bidders will be awarded points proportional to their weighted bid between the highest and lowest.

Sample Financial Proposal Weighting		
Bidder	Total Bid	Points
Bidder A	\$480	17.1
Bidder B	\$460	25.7
Bidder C	\$520	0
Bidder D	\$450	30

If the highest bid is within 10% of the lowest bid, the bidder with the lowest bid will be awarded 30 points, the bidder with the highest bid will be awarded 10 points. All remaining bidders will be awarded point proportionally.

APPENDIX D

TECHNICAL TRANSLATION SERVICES - POST PROJECT EVALUATION FORM

If the total evaluation form score is less than 30 points, the Contractor will miss the next turn in rotation.

If the total evaluation form score is less than 26 points, the Contractor will not be offered any further work under the current standing offer, and will not be offered the option to renew future years under the standing offer.

Post Project Evaluation Form			
Item	Criteria	Score	Comments
1	Did Contractor acknowledge work request within 48-hours? Did Contractor provide fixed fee based on provided word count and work requirements, schedule and work plan in accordance with work requirements outlined by NRC Project Authority within five (5) days? Rating Scale: 1 – 5, if score less than 5 provide reason(s)		
2	Did Contractor follow proposed work schedule? Rating Scale: 1 – 5, if score less than 5 provide reason(s)		
3	Did the deliverables meet the specific call-up requirements? Rating Scale: 1 – 10, if score less than 5 provide reason(s)		
4	Did deliverables provided contain errors for correction? Did Contractor pay attention to accuracy, terminology and detail during provision of translation services? Rating Scale: 1 – 5, if score less than 5 provide reason(s)		
5	Were translated documents provided in the application, format, style and layout of the source document as request by NRC Project Authority? (ie. AutoCAD, MS word, SpecEdit, etc.) Rating Scale: 1 – 5, if score less than 5 provide reason(s)		
6	Rate Contractor on overall performance with respect to this particular call-up. Rating Scale: 1 – 10, if score less than 10 provide reason(s) 1 = unsatisfactory 5 = satisfactory 10 = outstanding		
Total Score out of 40:			

APPENDIX E

TECHNICAL TRANSLATION SERVICES - TRANSLATION EXERCISE

Bidder must complete translation of the sample documents included as part of this appendix and submit as part of their technical proposal.

The Bidder shall contact Contracting Authority via E-mail for electronic versions of the documents.

NRC-CNRC
Project No.
M19-6073

GYPSUM BOARD ASSEMBLIES

Section 09 21 16
Page 1
2022-02-01

Part 1 General

1.1 RELATED SECTIONS

- .1 Section 01 33 00 - Submittal Procedures.
- .2 Section 01 74 19 - Waste Management and Disposal.

1.2 DELIVERY, STORAGE AND HANDLING

- .1 Deliver materials in original packages, containers or bundles bearing manufacturers brand name and identification.
- .2 Store materials inside, level, under cover. Keep dry. Protect from weather, other elements and damage from construction operations and other causes.
- .3 Handle gypsum boards to prevent damage to edges, ends or surfaces. Protect metal accessories and trim from being bent or damaged.

1.3 SITE ENVIRONMENTAL REQUIREMENTS

- .1 Maintain temperature minimum 10 degrees C, maximum 21 degrees C for 48 hours prior to and during application of gypsum boards and joint treatment, and for at least 48 hours after completion of joint treatment.
- .2 Apply board and joint treatment to dry, frost free surfaces.
- .3 Ventilation: Ventilate building spaces as required to remove excess moisture that would prevent drying of joint treatment material immediately after its application.

1.4 SAMPLES

- .1 Submit samples in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Submit duplicate 300 x 300 mm size samples of gypsum board and 300 mm long samples of corner and casing beads insulating strip.

1.5 WASTE MANAGEMENT AND DISPOSAL

- .1 Separate and recycle waste materials in accordance with Section [01 74 19 - Waste Management and Disposal].
- .2 Remove from site and dispose of packaging materials at appropriate recycling facilities.
- .3 Collect and separate for disposal paper, plastic and [polystyrene, corrugated cardboard packaging material in appropriate on-site for recycling in accordance with Waste Management Plan.
- .4 Divert unused gypsum from landfill to gypsum recycling facility for disposal approved by NRC Departmental Representative.

Part 3 Execution**3.1 APPLICATION**

- .1 Manufacturer's Instructions: comply with manufacturer's written recommendations, including product technical bulletins, handling, storage and installation instructions, and datasheets.

3.2 CONNECTIONS TO EQUIPMENT

- .1 In accordance with manufacturer's instructions unless otherwise indicated.
- .2 Use valves and either unions or flanges for isolation and ease of maintenance and assembly.
- .3 Use double swing joints when equipment mounted on vibration isolation and when piping subject to movement and when penetrating ceiling/roof and has indicated..

3.3 CLEARANCES

- .1 Provide clearance around systems, equipment and components for observation of operation, inspection, testing (x-ray, servicing, maintenance and as recommended by manufacturer.
- .2 Provide space for disassembly, removal of equipment and components as recommended by manufacturer or as indicated (whichever is greater) without interrupting operation of other system, equipment, components.

3.4 DRAINS

- .1 Install piping with grade in direction of flow except as indicated.
- .2 Install drain valve at low points in piping systems, at equipment and at section isolating valves.
- .3 Pipe each drain valve discharge separately to above floor drain. Discharge to be visible.
- .4 Drain valves: NPS 3/4 gate or globe valves unless indicated otherwise, with hose end male thread, cap and chain.

3.5 DIELECTRIC COUPLINGS

- .1 General: compatible with system, to suit pressure rating of system.
- .2 Locations: where dissimilar metals are joined.
- .3 NPS 2 and under: isolating unions or bronze valves.
- .4 Over NPS 2: isolating flanges.

Part 2 Products

2.1 FINISHES

- .1 Baked enamel finish.
 - .1 Metal surfaces of luminaire housing and reflectors finished with high gloss powder coated baked enamel applied after fabrication to give smooth uniform appearance, free from pinholes or defects.

2.2 METAL SURFACES

- .1 Metal surfaces to be minimum 20 gauge steel.

2.3 LIGHT CONTROL DEVICES

- .1 All luminaire lenses to be injection moulded clear virgin acrylic unless otherwise noted.

2.4 LUMINAIRES

- .1 LED
 - .1 New LED to be supplied by NRC.
 - .2 New control system to be supplied by NRC.

Part 3 Execution

3.1 INSTALLATION

- .1 Install all lighting fixtures complete with switches, supports, etc., to provide a complete working lighting system.
- .2 Locate and install luminaires as indicated.

3.2 LUMINAIRE SUPPORTS

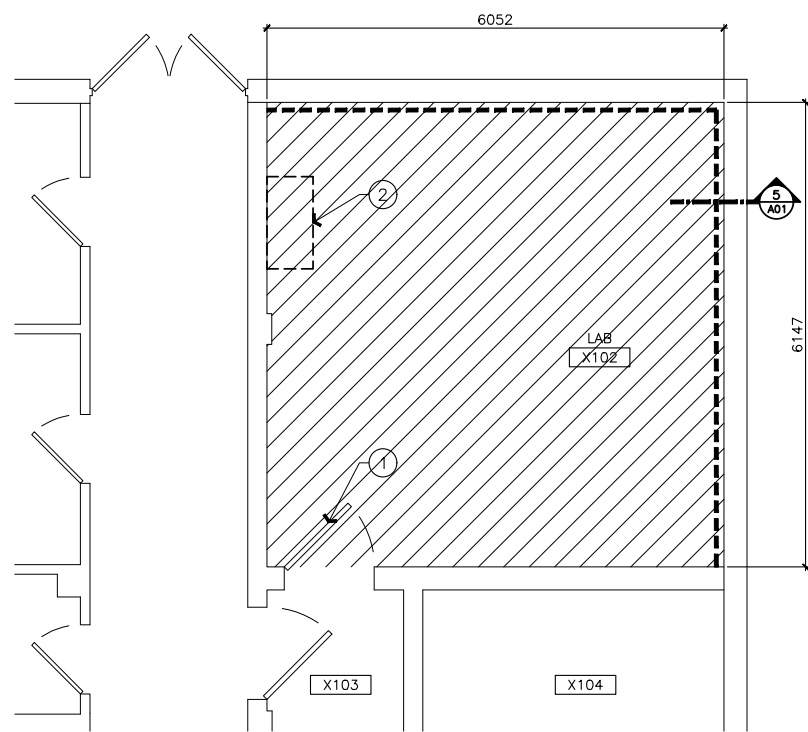
- .1 For suspended ceiling installations support each luminaire, including exit lights and pot lights, independently of the ceiling support system with separate chains at each end. No. 80 steel sash chain minimum.
- .2 Unless otherwise specified support fluorescent luminaires mounted in continuous rows once every 3.6 m (12').

3.3 WIRING

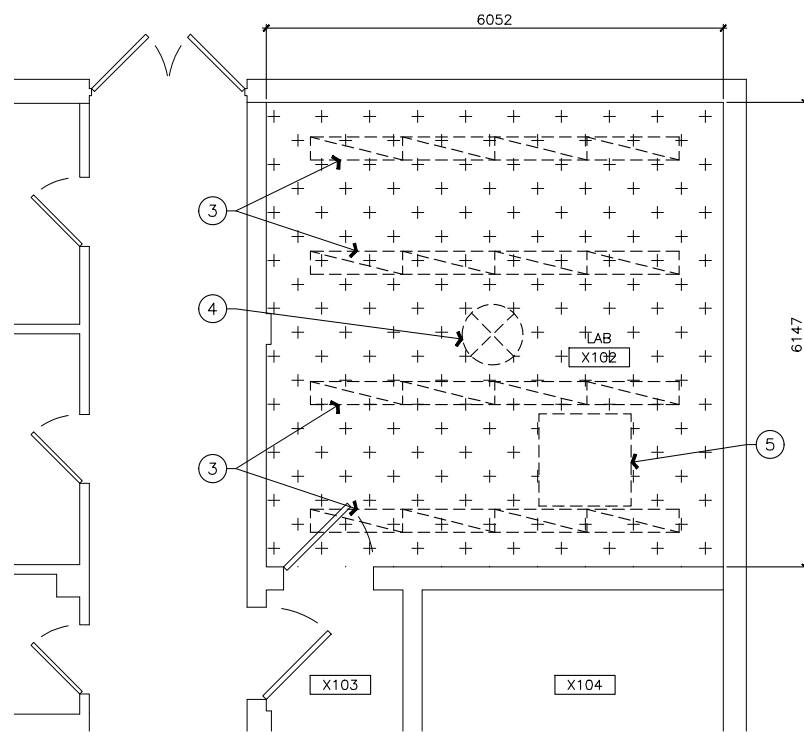
- .1 Connect luminaires to lighting circuits directly for exit fixtures and exterior floodlights.

3.4 LUMINAIRE ALIGNMENT

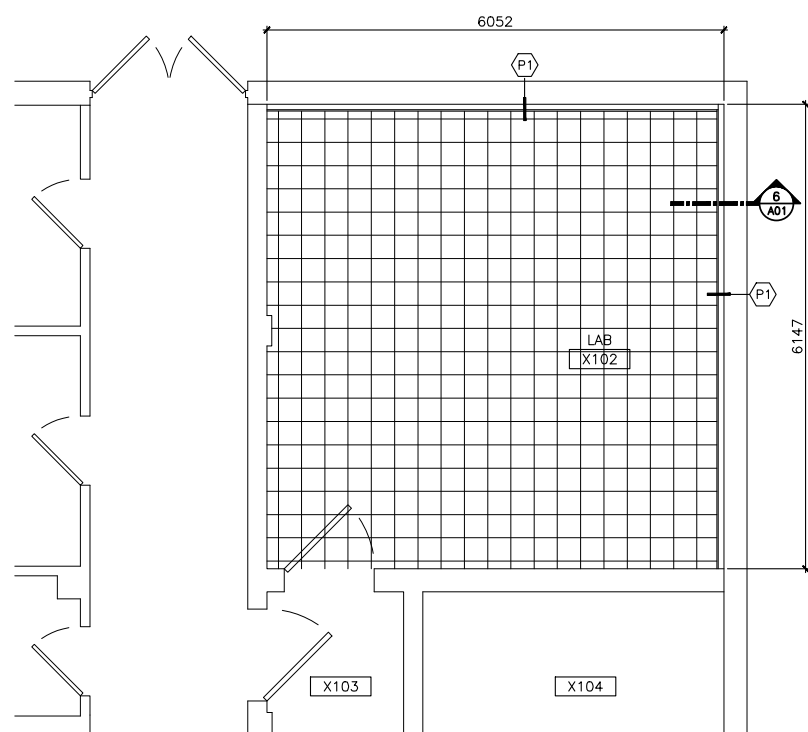
- .1 Align luminaires mounted in continuous rows to form a straight uninterrupted line.



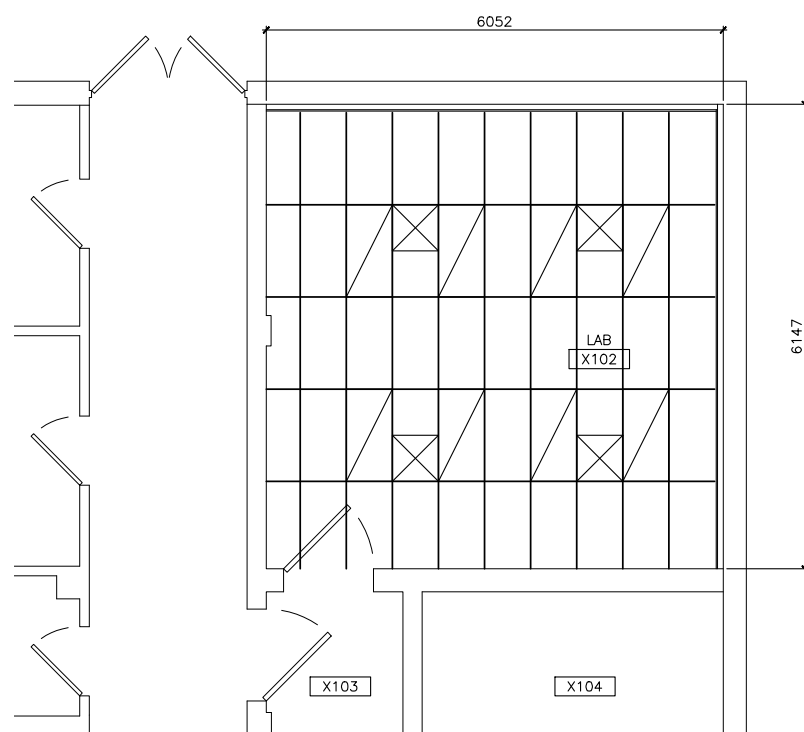
1 DEMOLITION PLAN
A01 SCALE = 1 : 50



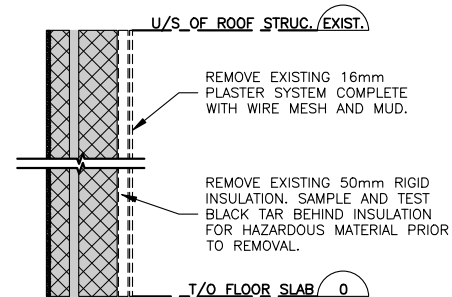
2 DEMOLITION REFLECTED CEILING PLAN
A01 SCALE = 1 : 50



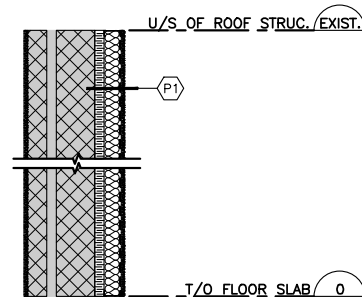
3 CONSTRUCTION PLAN
A01 SCALE = 1 : 50



4 CONSTRUCTION REFLECTED CEILING PLAN
A01 SCALE = 1 : 50



5 DEMOLITION SECTION DETAIL
A01 SCALE = 1 : 50



6 CONSTRUCTION SECTION DETAIL
A01 SCALE = 1 : 50

DEMOLITION NOTES SHEET A01 ONLY

- EXTENT OF EXISTING VINYL COMPOSITE TILES AND ASSOCIATED ADHESIVES TO BE REMOVED AND DISPOSED OF OFF SITE. BLAST-TRAK AND SCRAPE CLEAN ENTIRE FLOOR AREA. INFILL AS REQUIRED TO MAINTAIN CONSISTENT FLOOR LEVEL AND MAKE READY FOR NEW VINYL COMPOSITE TILE.
- EXTENT OF EXISTING WALL ASSEMBLY TO BE REMOVED AND DISPOSED OF OFF SITE. REMOVE EXISTING PLASTER WALL FINISH, WIRE MESH, MUD, RIGID INSULATION AND BLACK TAR (SAMPLE AND TEST BLACK TAR FOR HAZARDOUS MATERIAL PRIOR TO REMOVAL). EXISTING BLOC WALL TO REMAIN - CLEAN AND PREPARE BLOCK TO RECEIVE NEW INSULATION. REFER TO SECTION DETAIL 5/A01.
- EXTENT OF EXISTING SUSPENDED PLASTER CEILING AND ALL ASSOCIATED FRAMING, HANGERS AND ATTACHMENTS TO BE REMOVED AND DISPOSED OF OFF SITE.
- 1. EXISTING DOOR AND ASSOCIATED HARDWARE TO REMAIN. PREPARE DOOR TO RECEIVE NEW PAINT.
- 2. EXISTING UPPER SHELVING UNIT TO BE CAREFULLY REMOVED AND REINSTATED IN PRIOR EXISTING LOCATION AFTER PAINT WORK.
- 3. EXISTING LIGHTING FIXTURES TO BE REMOVED AND DISPOSED OF OFF SITE - REFER TO ELECTRICAL.
- 4. EXISTING CEILING DIFFUSER, GRILL, AND ALL ASSOCIATED FRAMING TO BE REMOVED AND DISPOSED OF OFF SITE - REFER TO MECHANICAL.
- 5. EXISTING CEILING ACCESS HATCH AND ALL ASSOCIATED HARDWARE TO BE REMOVED AND DISPOSED OF OFF SITE.

GENERAL NOTES:

- A. CAREFULLY REMOVE EXISTING CLOCKS, WALL HUNG ITEMS, LIGHT SWITCH COVERS, ETC. WITHIN SCOPE OF WORK PRIOR TO COMMENCING PAINT WORK. CONSERVE FOR REINSTATEMENT IN PRIOR EXISTING LOCATION.
- B. REMOVE ALL EXISTING WALL BASE WITHIN SCOPE OF WORK, AND DISPOSE OF OFF SITE. REMOVE ALL ASSOCIATED GLUES, ADHESIVES AND NAILS FOR AND REPAIR WALL FOR SMOOTH SURFACE - PREPARE TO RECEIVE NEW RUBBER WALL BASE.
- C. MAINTAIN ACCESS TO ROOM X104 THROUGHOUT THE ENTIRE PROJECT.
- D. REFER TO PROJECT SPECIFIC DESIGNATED SUBSTANCE AND ABATEMENT SPECIFICATION FOR INFORMATION ON HAZARDOUS MATERIALS AND PROPER ABETMENT PROCEDURES.

CONSTRUCTION NOTES SHEET A01 ONLY

- EXTENT OF NEW 305mm x 305mm VINYL COMPOSITE TILE. (FOR GRAPHIC PURPOSES ONLY) REFER TO SPECIFICATIONS. PRODUCT: STANDARD EXCELO IMPERIAL TEXTURE BY ARMSTRONG PATTERN: STERLING 71 51904
- EXTENT OF NEW ACOUSTIC CEILING TILES. NEW CEILING TILES TO MATCH EXISTING CEILING PROFILE AND DIMENSIONS. EXISTING T-BAR CEILING SYSTEM TO REMAIN. REPAIR ALL DAMAGED AND OR MISSING T-BAR SYSTEM COMPONENTS, HANGERS, AND ATTACHMENTS PRIOR TO NEW CEILING PANEL INSTALLATION. REFER TO SPECIFICATIONS.
- NEW LIGHTING FIXTURE - FOR REFERENCE ONLY. REFER TO ELECTRICAL.
- NEW CEILING DIFFUSER - FOR REFERENCE ONLY. REFER TO MECHANICAL.
- WALL TYPE:**
- (P1) INSULATED SHAFT WALL:**
 - 50mm OF RIGID INSULATION (R-10) (ADHERED TO FACE OF EXISTING BLOCK WALL). NOTE: SEAL TOP, BOTTOM AND CORNER JOINTS OF PARTITION WITH SPRAY FOAM INSULATION. TAPE AND SEAL JOINTS BETWEEN EACH PANEL.
 - 92mm STEEL STUDS
 - FILL WALL CAVITY WITH ROCKWOOL COMFORTBATT INSULATION (R-14)
 - VAPOR BARRIER
 - 16mm TYPE "X" GYPSUM BOARD - ALL JOINTS EITHER BACKED OR TAPED AND FILLED
- WALL BASE:**
- NEW 150mm RESILIENT RUBBER WALL BASE WITHIN SCOPE OF WORK (REFER TO SPECIFICATIONS).
- PRODUCT: JOHNSONITE, TRADITIONAL WALL BASE
- COLOUR: 48 GREY

PAINT NOTES:

INTERIOR WALLS (ALL WALL IN ROOM X102) & EXISTING DOOR (BOTH SIDES):
HEIGHT: TOP OF FLOOR TO U/S OF STRUCTURE:
PRODUCT: SHERWIN WILLIAMS; COLOR: ELDER WHITE - SW 7014

DOOR FRAME:
PRODUCT: SHERWIN WILLIAMS; COLOR: MATCH EXISTING (SOFT GREY - SEE HALLWAY DOOR FRAMES)

NOTES:

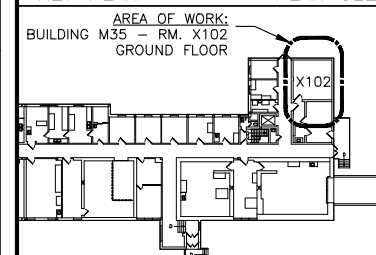
- TAPE, MUD AND PREPARE WALL SURFACES TO RECEIVE ONE COAT OF PRIMER AND TWO COATS OF PAINT FINISH. REFER TO SPECIFICATIONS.

NRC · CNRC

GENERAL NOTES

- CONTRACTOR TO VERIFY ALL DIMENSIONS AND CLEARANCES ON SITE PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES AND/OR OMISSIONS TO DEPARTMENTAL REPRESENTATIVE.
- CONTRACTOR MUST VISIT THE SITE AND FULLY FAMILIARIZE THEMSELV WITH THE SCOPE OF THE WORK PRIOR TO PROJECT COMMENCEMENT.
- ALL TRADES TO COORDINATE WORK ON SITE, WITH APPROVAL OF DEPARTMENTAL REPRESENTATIVE TO AVOID ANY CONFLICTS AND/OR INTERFERENCE.
- ANY AND ALL REQUIRED SHUTDOWNS SHALL BE COORDINATED WITH DEPARTMENTAL REPRESENTATIVE.
- INSTALLATION OF ALL SYSTEMS SHALL BE IN ACCORDANCE WITH APPLICABLE CODES AND STANDARDS.
- CONTRACTOR TO BE RESPONSIBLE FOR REINSTATEMENT AND REPAIR OF ANY DAMAGE CAUSED BY WORK.
- CONTRACTOR SHALL PREVENT THE SPREAD OF DUST AND DEBRIS BEYOND AREA OF WORK AND CLEAN ALL SURFACES AT COMPLETION.
- DO NOT ALTER STRUCTURAL BUILDING ELEMENTS IN ANY WAY. ALL FINISH WORK TO BE PERFORMED AROUND EXISTING STRUCTURE.
- CONTRACTOR TO PATCH, REPAIR AND MAKE GOOD ALL EXISTING GYPSUM BOARD OR PLASTER WALLS OR OTHER SURFACES REQUIRING FINISHING, READY FOR PAINT OR OTHER FINISHES REQUIRED.

KEY PLAN PLAN CLÉ



No.	Date	Revision	By:
1	22/9/2022	ISSUED FOR TENDER	JDG
			Par:

Date Printed DD MM YYYY Date imprimée

- Verify all dimensions and site conditions and be responsible for same
- Vérifier toutes les dimensions et l'état des lieux et en assumer la responsabilité

A	C
A Detail no. No. du détail	A
B Location drawing no. sur dessin no.	B
C Drawing no. dessin no.	C

project M-35 ROOM X102 (BETA-RAY LAB) projet

MONTREAL ROAD CAMPUS
drawing DEMOLITION & CONSTRUCTION PLANS dessin

designed	conçu	date	date
JDG		22/9/2022	
drawn	dessiné	scale	échelle
JDG		AS NOTED	
checked	vérifié	sheet	feuille
BL		1 of/de	1
approved	approuvé	W.O.no.	D.T.no.
ALS			

dwg.no. dessin no.

6097-A01
ACAD title: fichier CDAO:



ID	2010B
Title	General Conditions - Professional services (medium complexity)
Date	2022-09-09
Status	Active

01 Interpretation
 02 Standard clauses and conditions
 03 Powers of Canada
 04 Status of the Contractor
 05 Conduct of the Work
 06 Subcontracts
 07 Time of the essence
 08 Excusable delay
 09 Inspection and acceptance of the Work
 10 Invoice submission
 11 Taxes
 12 Transportation costs
 13 Transportation carriers' liability
 14 Payment period
 15 Interest on overdue accounts
 16 Audit
 17 Compliance with applicable laws
 18 Confidentiality
 19 Copyright
 20 Government Property
 21 Amendment
 22 Assignment
 23 Suspension of the Work
 24 Default by the Contractor
 25 Termination for convenience
 26 Right of set-off
 27 Conflict of Interest and Values and Ethics Codes for the Public Service
 28 No bribe or conflict
 29 Contingency fees
 30 International sanctions
 31 Integrity provisions—contract
 32 Harassment in the workplace
 33 Entire agreement
 34 Access to information
 35 Code of Conduct for Procurement—contract

2010B 01 (2016-04-04) Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes"

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

"Articles of Agreement"

means the clauses and conditions incorporated in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "His Majesty" or "the Government"

means His Majesty the King in Right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;



National Research Council Canada Conseil national de recherches Canada

"Contract"

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

"Contracting Authority"

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

"Contractor"

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

"Contract Price"

means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Cost"

means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Government Property"

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

"Party"

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

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"

on page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Work"

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

2010B 02 (2008-05-12) Standard clauses and conditions

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

2010B 03 (2008-05-12) Powers of Canada

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

2010B 04 (2008-05-12) Status of the Contractor

The Contractor is an independent Contractor engaged by Canada to perform the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

2010B 05 (2012-03-02) Conduct of the Work

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



- b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 2. The Contractor must:
 - a. perform the Work diligently and efficiently;
 - b. except for Government Property, supply everything necessary to perform the Work;
 - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d. select and employ a sufficient number of qualified people;
 - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
 - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
- 3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.

2010B 06 (2013-06-27) Subcontracts

- 1. The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. In any other instance, the Contractor must obtain the prior consent in writing of the Contracting Authority. The Contracting Authority may require the Contractor to provide such particulars of the proposed subcontract as he considers necessary.
- 2. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.
- 3. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority requires or agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

2010B 07 (2008-05-12) Time of the essence

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

2010B 08 (2014-09-25) Excusable delay

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

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

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



4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

2010B 09 (2014-09-25) Inspection and acceptance of the Work

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

2010B 10 (2013-03-21) Invoice submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - b. details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2010B 11 (2013-03-21) Taxes

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



before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

5. Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

2010B 12 (2010-01-11) Transportation costs

If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

2010B 13 (2010-01-11) Transportation carriers' liability

The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

2010B 14 (2014-09-25) Payment period

1. Canada's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with section 12.

2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

2010B 15 (2008-12-12) Interest on overdue accounts

1. For the purposes of this section:

"Average Rate"

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

"Bank Rate"

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

"date of payment"

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

an amount becomes "overdue"

when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

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



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

2010B 16 (2014-09-25) Audit

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

2010B 17 (2008-05-12) Compliance with applicable laws

The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.

The Contractor must obtain and maintain at its own costs all permits, licences, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, licence, regulatory approvals or certificate to Canada.

2010B 18 (2008-05-12) Confidentiality

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.
2. Subject to the [Access to Information Act](#), R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
3. The obligations of the Parties set out in this section do not apply to any information where the same information:
 - a. is publicly available from a source other than the other Party; or
 - b. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
 - c. is developed by a Party without use of the information of the other Party.

2010B 19 (2012-07-16) Copyright

1. Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © His Majesty the King in Right of Canada (year) or © Sa Majesté le Roi du chef du Canada (année).
2. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [Copyright Act](#), R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.

2010B 20 (2008-05-12) Government Property

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

2010B 21 (2008-05-12) Amendment

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

2010B 22 (2008-05-12) Assignment



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

2010B 23 (2008-05-12) Suspension of the Work

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

2010B 24 (2008-05-12) Default by the Contractor

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

2010B 25 (2020-05-28) Termination for convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor agrees that it will only be paid the following amounts:

- a. on the basis of the Contract Price, for any part of the Work completed that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
- b. the Cost incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
- c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.



3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, interest, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

2010B 26 (2008-05-12) Right of set-off

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

2010B 27 (2008-05-12) Conflict of interest and Values and Ethics Codes for the Public Service

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

2010B 28 (2008-05-12) No bribe or conflict

1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

2010B 29 (2008-12-12) Contingency fees

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

**2010B 30 (2021-12-02) International sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 20.

2010B 31 (2016-04-04) Integrity provisions—contract

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

2010B 32 (2008-05-12) Harassment in the workplace

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

2010B 33 (2008-05-12) Entire agreement

The Contract constitutes the entire and sole agreement between the Parties.

2010B 34 (2012-07-16) Access to information

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

2010B 35 (2016-04-04) Code of Conduct for Procurement—Contract

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



Contract Number / Numéro du contrat

917394

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
NRC		RPPM	
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 Public Tender - Request for Standing Offer for Technical Translation Services for miscellaneous ASPM Engineering and Construction tender documents on an as and when required basis.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" 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 checked="" type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
		Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
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 :		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"/>

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité : ☒ No ☐ Yes
Non ☐ Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
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 checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET- SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |
- Special comments:
Commentaires spéciaux : _____
- NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.
10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☐ No ☒ Yes
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?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
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?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
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?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non ☐ Oui



Contract Number / Numéro du contrat

917394

 Security Classification / Classification de sécurité
 UNCLASSIFIED
PART C - (continued) / PARTIE C - (suite)

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non
 ☐ Yes
Oui

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

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non
 ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

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




Contract Number / Numéro du contrat

917394

 Security Classification / Classification de sécurité
 UNCLASSIFIED
PART D - AUTHORIZATION / PARTIE D - AUTORISATION**13. Organization Project Authority / Chargé de projet de l'organisme**


Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	 Digitally signed by Foot, Derek DN: cn=Foot, Derek, c=CA, o=GC, ou=NRC-CNRC, email=derek.foot@canada.ca Date: 2023.01.20 08:59:44 -05'00'
Derek Foot		Mechanical Engineer	Foot, Derek	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	
343-596-2658	(613) 957-9828	derek.foot@nrc.ca	Jan. 20, 2023	

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	 Digitally signed by Rioux, Marika DN: cn=Rioux, Marika, c=CA, o=GC, ou=NRC-CNRC, email=marika.rioux@nrc- nrc.gc.ca Date: 2023.01.20 10:11:38 -05'00'
Marika Rioux		Analyst, Security in Contracting	Rioux, Marika	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	
343-542-6839		Marika.rioux@nrc-cnrc.gc.ca		

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?				<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
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16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	 Digitally signed by Backes, Tania DN: cn=Backes, Tania, c=CA, o=GC, ou=NRC-CNRC, email=tania.backes@nrc- nrc.gc.ca Date: 2023.02.10 08:09:02 -05'00'
Tania Backes		Procurement Officer / Agente D'approvisionnement	Backes, Tania	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	
		Tania.Backes@nrc-cnrc.gc.ca		

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