

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**Cabot Place, Phase II  
Box 4600  
St. John's, NL  
A1C 5T2  
Bid Fax: (709) 772-4603**

## **REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> NRC- EDP/Test Equipment (Tanks)	
<b>Solicitation No. - N° de l'invitation</b> 31234-124928/A	<b>Date</b> 2012-12-21
<b>Client Reference No. - N° de référence du client</b> 31234-124928	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XAQ-040-5719	
<b>File No. - N° de dossier</b> XAQ-2-35122 (040)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-08</b>	<b>Time Zone Fuseau horaire</b> Newfoundland Standard Time NST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Connolly, Carolyn	<b>Buyer Id - Id de l'acheteur</b> xaq040
<b>Telephone No. - N° de téléphone</b> (709) 772-5396 ( )	<b>FAX No. - N° de FAX</b> (709) 772-4603
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> NATIONAL RESEARCH COUNCIL CANADA KERWIN PLACE AND ARCTIC AVE. P.O.BOX 12093 STN A ST JOHNS Newfoundland and Labrador A1B3T5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
PWGSC / TPGSC - Nfld. Region  
Cabot Place, Phase II, 6th Floor  
Box 4600  
St. John's, NL  
A1C 5T2

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Statement of Work**

The National Research Council (NRC) of Canada has a requirement for the replacement of key components in the Tow Tank and Ice Tank Carriage Control Systems. The Computer Control sub-system of both carriages requires replacement of obsolete and unsupported boards. The Computer Control sub-system is composed of a interlinked set of components. The user interface runs on the Carriage Operations Computer, a PC running Windows XP; the Safety and Supervisory System runs on an Omron PLC system; and the Motor Control System running the drive motors uses a second specialized SAFire motor control PLC system from Brock Solutions. The changes/upgrades in this project consist of replacing certain specified hardware and software components within an existing, working system. See Annex "A" Statement of Work for a detailed description of the proposed procurement.

### **3. Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2. Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **4. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

### **1.1 Technical Evaluation**

#### **1.1.1 Mandatory Technical Criteria [To be completed by the offeror]**

- Offerors must demonstrate that they meet all the criteria set out in Annex "A" Statement of Work. Failure to do so will deem bid non-responsive.
- All mandatory criteria set out in the Statement of Work at Annex "A" is read, understood and met:
  - Yes\_\_\_\_\_ No\_\_\_\_\_

### **2. Basis of Selection**

- 2.1** SACC Manual clause A0031T (2010-08-16) Basis of Selection - Mandatory Technical Criteria  
SACC Manual clause C3011T (2010-01-11) Exchange Rate Fluctuation

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html) form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

### 2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## 2.1 Federal Contractors Program - Over \$25,000.00 and under \$200,000.00

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- A. ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- B. ( ) is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- C. ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- D. ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site.

## 2.2 Former Public Servant Certification

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.

### 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.

### **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.

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.

### **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.

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.

### **3. Workers Compensation Certification - Letter of Good Standing**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within five (5) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

#### **4. Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Statement of Work**

The National Research Council (NRC) of Canada has a requirement for the replacement of key components in the Tow Tank and Ice Tank Carriage Control Systems. The Computer Control sub-system of both carriages requires replacement of obsolete and unsupported boards. The Computer Control sub-system is composed of a interlinked set of components. The user interface runs on the Carriage Operations Computer, a PC running Windows XP; the Safety and Supervisory System runs on an Omron PLC system; and the Motor Control System running the drive motors uses a second specialized SAFire motor control PLC system from Brock Solutions. The changes/upgrades in this project consist of replacing certain specified hardware and software components within an existing, working system. See Annex "A" Statement of Work for a detailed description of the procurement.

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

2010A (2012-11-19), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

2010C (2012-11-19), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

#### **3.2 Supplemental General Conditions**

4002 (2010-08-16) Software Development or Modification Services

4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information

### **4. Term of Contract**

#### **4.1 Period of the Contract**

All hardware/software must be received and installed on or before 31 March 2013.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Carolyn Connolly

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Contracting Officer  
Public Works and Government Services Canada  
Acquisitions Branch, Atlantic Region  
Science, Services and Marine  
The John Cabot Building, 10 Barter's Hill  
P.O. Box 4600, St. John's, NL A1C 5T2

Telephone : (709) 772-5396  
Facsimile: (709) 772-4603  
E-mail address: carolyn.connolly@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## **5.2 Project Authority *[Completed at Contract Award]***

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## **5.3 Contractor's Representative *[To Be Completed By Offeror With Bid Submission]***

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## **6. Payment**

### **6.1 Basis of Payment - Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" Basis of Payment for a cost of \$

\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## 6.2 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

## 7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

### **Invoices must be distributed as follows:**

A. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

B. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.

## 10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2012-11-19);
- (c) the general conditions 2010C (2012-11-19);
- (d) the supplemental general conditions 4002 (2010-08-16) Software Development or Modification Services

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- (e) the supplemental general conditions 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information
- (f) Annex "A", Statement of Work;
- (g) Annex "B", Basis of Payment;
- (h) Annex "C", Information for Code of Conduct Certification
- (i) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: " , as clarified on \_\_\_\_\_ " or " , as amended on \_\_\_\_\_ " and insert date(s) of clarification(s) or amendment(s)*)

## 11. SACC Manual Clauses

SACC Manual Clause A0285C (2007-05-25) Workers Compensation  
 SACC Manual Clause A9068C (2010-01-11) Government Site Regulations  
 SACC Manual Clause B1501C (2006-06-16) Electrical Equipment

## 12. Insurance Requirements

The Contractor must comply with the insurance requirements specified below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### 12.1 Commercial General Liability Insurance

1.The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2.The Commercial General Liability policy must include the following:

a.Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

b.Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

c.Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

d.Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

g. Employees and, if applicable, Volunteers must be included as Additional Insured.

h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

m. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the

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Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



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## **ANNEX "A"**

### **STATEMENT OF WORK**

Statement Of Work (SOW) for: Carriage Control Computer/Programmable Logic Controller (PLC), Communications Sub-System Replacement Project

Short Title: Carriage Communications System Replacement Project

#### **1) Introduction and Scope of Proposal:**

The scope of this project includes the replacement of key components in the Tow Tank and Ice Tank Carriage Control Systems. The Computer Control sub-system of both carriages requires replacement of obsolete, unsupported boards, this leads to replacement of additional hardware and software components. The specific boards involved make up the components of the Communications sub-system.

The primary reason for the replacement of the Communications sub-system boards is that they have become obsolete, and are no longer stocked or supported by the manufacturer. They are obsolete to the point that some of the parts used on the boards are no longer made, and stocks of such parts have been exhausted. OCRE can replace these boards with new functionally equivalent units. This, however, leads to a 'knock on' effect, by replacing the obsolete boards, other components in the overall Communications sub-system must also then be replaced as they are no longer compatible, both hardware and software components will have to be changed.

#### **2) System Description and Changes:**

The Computer Control sub-system of both the Tow Tank and Ice Tank Carriages is composed of a interlinked set of components. The user interface runs on the Carriage Operations Computer, a PC running Windows XP, the Safety and Supervisory System runs on an Omron PLC system, and the Motor Control System running the drive motors uses a second specialised SAFphire motor control PLC system from Brock Solutions. Each of the computer systems is running a custom software application that interacts, via the Communications sub-system, as required with the other computer systems to control the function of each carriage.

The Carriage Operations Computer is standard PC. The present systems are rack mount units. They run Windows XP Professional, and a custom application allowing for the control and monitoring of all carriage systems.

The Safety and Supervisory System is based on an Omron PLC system. The custom application running on this unit implements all functions required to program and operate the carriage, and most importantly all Safety functions. It interacts directly with the Carriage Operations Computer, taking commands for various functions from the user, calculating and passing commands to the Motor Control System, monitoring and reporting back status and safety issues to the Carriage Operations Computer, and carrying out all required Safety Operations.

The Motor Control System is based on a SAFphire PLC, Motor Controller sub-system, power supply sub-system, and associated cabinets / cabling. This unit directly implements/translate the high level requests for motor actions, and drives the motors to carryout the movements. It also maintains its own operational safety sub-system, and directly reports general status and safety issues to the Safety and Supervisory System.

The specific obsolete component is an element within the hardware of the Communications sub-system that the PLCs use to talk to each other. The specific component is the SAF Link communications card that links all the elements of the Computer Control sub-system. The specific integrated circuit device used at the lowest level on these cards to build this PROFIBUS serial link is obsolete and unavailable anymore. The manufacturers have decided to move to a different communications standard. To upgrade the system to current supportable technology both hardware and software changes have to be made.

### 3) Justification:

The changes / upgrades are required because not carrying them out will result in a huge risk factor being added to our daily operations. A failure of one of the communications cards would lead to a delay in the test program while the spare was installed and the system tested. A failure of two cards in any combination of facilities would leave us with a carriage unable to be used.

As our prime revenue generators, having either carriage out of commission for a significant amount of time would be serious risk to our financial viability.

### 4) General Conditions:

The changes/upgrades in The Project consist of replacing certain specified hardware and software components within an existing, working system. This means that the components specified **MUST** be used with no replacements, and the overall function of the complete system **MUST** not change in anyway. The one exception to substitutes for the replacement hardware components is that the most up to date components should be used in the project, where this will not impact duplicating the functionality of the present system.

## Appendix 1:List of Tasks

Technical Statement of Requirements, TSOR for Requested Solution to Carriage Communications Rust-Out

### 1.0) General Requirements:

#### 1.1) Hardware and Software Change Requirements

1.1.1) the changes/upgrades in The Project consist of replacing certain specified hardware and software components within an existing, working system.

This means that the hardware components specified **MUST** be used with no replacements, and the overall function of the complete system **MUST** not change in anyway.

The one exception to substitutes for the replacement hardware components is that the most up to date components should be used in the project, where this will not impact duplicating the functionality of the present system.

Changes to software components **MUST** maintain the exact look, feel and operational functionality of the existing system.

#### 1.2) Installation

1.2.1) there are three distinct installations;

- 1) Configure/build/install Development System.
- 2) Install Tow Tank System

- than
- 3) Install Ice Tank System
- 1.2.2) Installation of the Development System will take place in an appropriate area selected by NRC personnel. Contractor should state any specific requirements other than basic power and space that may be required for the installation. NRC personnel will observe and aid if required during installation.
- 1.2.2.1) Contractor should make allowance for basic training of two NRC staff in the layout, function and use of the development system as installed. The 'training' should be at an introductory level for the installed configuration/interconnection, user interface, and basic use of interface. NOT a detailed programming course.
- programming user
- 1.2.3) Installation of the Tow Tank System
- Contractor should state any specific requirements other than basic power, communications and space that may be required for the installation. NRC personnel will observe and aid if required during installation.
- 1.2.3.1) Contractor should make allowance for basic training of two NRC staff in the layout, function and use of the Tow Tank system as installed. The 'training' should be at an introductory level for the installed configuration/interconnection and user interface.
- 1.2.4) Installation of the Ice Tank System
- Contractor should state any specific requirements other than basic power, communications and space that may be required for the installation. NRC personnel will observe and aid if required during installation.
- 1.2.4.1) Contractor should make allowance for basic training of two NRC staff in the layout, function and use of the Ice Tank system as installed. The 'training' should be at an introductory level for the installed configuration/interconnection and user interface.
- 1.2.5) Scheduling of Installation
- 1.2.5.1) All Installations Must take place and be 100% completed by March 31, 2013
- 1.2.5.2) The order of Installation is expected to be, Development System first, followed by the two Tank Systems. The order of Tank System install will depend in Operational Schedule.

### 1.3) Commissioning and Acceptance

- 1.3.1) there are three distinct commissioning and acceptance activities;
- 1) Commission and Accept Development System.
  - 2) Commission and Accept Tow Tank System
  - 3) Commission and Accept Ice Tank System
- 1.3.2) Commissioning and Acceptance: Development System
- 1) Complete Set of Components installed in an acceptable manner.
  - 2) Demonstrated operation of Development System: Turn on, boot, execute test version of new software.
  - 3) Repeat three times
- 1.3.3) Commissioning and Acceptance: Tow Tank System
- 1) Complete Set of Components installed in an acceptable manner.
  - 2) Demonstrated operation of Tow Tank System: Turn on, boot, execute test version of new software.
  - 3) NRC Operator Programmes and carries out three different test runs with carriage. All runs work as required.
- 1.3.3) Commissioning and Acceptance: Ice Tank System
- 1) Complete Set of Components installed in an acceptable manner.

2) Demonstrated operation of Tow Tank System: Turn on, boot, execute test version of new software.

3) NRC Operator Programmes and carries out three different test runs with carriage. All runs work as required.

#### 1.4) Security Clearance/Access to facilities:

must

1.4.1) Contractor will have to identify individuals who will work on contract and need access to NRC facilities, and provide required security information. This information will be provided a minimum of two weeks before the first access is required. The forms will be supplied to the winning bidder.

1.4.2) Badges will be issued for the agreed upon duration and dates associated with the install

## 2.0) Specific Requirements:

### 2.1) The Contractor will:

Processor

2.1.1) Supply and Replace the SAF Link communications cards and the SAF processor cards of the SAFphire PLCs in both the Ice Tank and Tow Tank, with new SAF

Cards that include an industrial Ethernet communications port,

2.1.1.1) Qty. 3: SAFphire CA460 CPU cards with Ethernet, or current equivalent.

Spare to be configured for use in SAFphire Development System,

2.1.1.2) Two cards will be used as operational, and one card as a spare.

The Spare will be installed in the SAFphire Development System.

2.1.2) Supply the OMRON PLC units in the Ice Tank and Tow Tank with an industrial Ethernet card,

2.1.2.1) Qty. 3: OMRON CS1W-EIP21 Ethernet Cards, or current equivalent.

2.1.2.2) Two cards will be used as operational, and one card as a spare.

The Spare will be installed in the SAFphire Development System.

2.1.3) Supply and Replace current Fibre Optic communications links between the SAFphire PLC and the Motor Controllers with current equivalent components.

2.1.4) Supply and Replace the current software on the SAFphire PLCs to work with the new CPU cards, and to use the industrial Ethernet communications, AND use the updated Fibre Optic cards

2.1.5) Supply and Replace the current software on the OMRON PLC to use the new hardware configuration.

2.1.6) Supply and Replace the software on the Carriage Operations Computer to use the new hardware configuration.

2.1.7) Re-Cycle replaced card as appropriate.

2.1.8) Supply a complete set of OMRON PLC spares or equivalent configured for use as a development system. Components listed below or current equivalents, plus

spare from

2.1.2.1)

2.1.8.1) Qty 1.: PLC CPU I/O Rack, CS1W-BC083

2.1.8.2) Qty 1.: PLC Power Supply 120 VAC in, C200HW-PA204

2.1.8.3) Qty 1.: PLC CPU, CS1G-CPU44-E

2.1.8.4) Qty 1.: CX One (Latest Version) Allows complete programming and setup functions, CXONE-AL01D-V4,

2.1.9) Supply any additional components required to create a functional SAFphire development system.

2.1.10) Supply updates to all drawings and programs to reflect the changes made in the contract.

2.1.11) Supply installation and commissioning labour and support as required, to:

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2.1.11.1) create and commission OMRON development system,  
2.1.11.2) re-configure and commission SAFphire development system,  
2.1.11.3) remove and replace current components and commission new systems  
to operational acceptance for the Ice Tank. Schedule to be mutually  
acceptable to both parties, dependent on tank schedules, contractor  
schedules. Recycle or dispose of components in approved manner.  
2.1.11.4) remove and replace current components and commission new systems  
to operational acceptance for the Tow Tank. Schedule to be mutually  
acceptable to both parties, dependent on tank schedules, contractor  
schedules. Recycle or dispose of components in approved manner.

## ANNEX "B"

### BASIS OF PAYMENT

The National Research Council (NRC) of Canada has a requirement for the replacement of key components in the Tow Tank and Ice Tank Carriage Control Systems. Work is to be delivered and installed by 31 March 2013, as per Annex "A" Statement of Work.

Subject as hereinafter provided, you will be paid the cost reasonably and properly incurred in performance of the work; Harmonized Sales tax extra and to be shown as a separate item on all claims for payment; in accordance with the following:

Item #	Description	Qty	Unit Price	Extended Price
1	EDP/Test equipment for Tanks 1 & 2; All hardware and software required to setup test system.			
2	Installation and commission for Tank #1; Removal and installation of all components; Test and validate software/hardware.			
3	Installation and commission for Tank #2; Removal and installation of all components; Test and validate software/hardware.			
4	Replace old fiber optic: both Tanks # 1 & 2.			
5	Basic training to two (2) NRC staff in the layout, function and use of the Tow Tank system as installed.			
			<b>Total</b>	

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**ANNEX "C"**  
**INFORMATION FOR CODE OF CONDUCT CERTIFICATION**

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

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2. For a Sole Proprietorship or an individual doing business under a firm name - the name  
of the sole proprietor or individual;

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3. For a Joint Venture - the names of all current members of the Joint venture;

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4. For an individual - the full name of the person

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