



REQUEST FOR PROPOSAL NUMBER:		RNCan-NRCan 5000013470
TITLE:	ENVIRONMENTAL UPGRADE TO THE GROWTH CHAMBERS	
DATE OF SOLICITATION:	October 30, 2013 (Daylight Savings Time EDT)	
SOLICITATION CLOSING DATE AND TIME:	December 9, 2013 at 2:00 P.M. (Eastern Standard EST)	
ADDRESS INQUIRIES TO CONTRACTING AUTHORITY:	France Bolduc Natural Resources Canada Procurement Officer email : france.bolduc@RNCan.gc.ca	
SECURITY:	There is no security requirement associated with this solicitation.	
SEND PROPOSAL TO:	RNCan Quebec bid soumission@RNCan-NRCan.gc.ca	
VENDOR/FIRM NAME AND FULL POSTAL ADDRESS (PLEASE PRINT):		
CONTACT/TELEPHONE/FAX/EMAIL ADDRESS:		
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT):		
PROPOSAL TO: NATURAL RESOURCES 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 and on any attached sheets at the price(s) set out therefore.		
Signature of Person Authorized to Sign on behalf of Vendor/Firm:		
Date _____		



REQUEST FOR PROPOSAL (RFP)

FOR

ENVIRONMENTAL UPGRADE TO THE GROWTH CHAMBERS

FOR

NATURAL RESOURCES CANADA (NRCAN)

A "Request for Proposal" (RFP) is the solicitation document used to seek proposals or bids from suppliers. The term "Bidder", also called the "Offeror", refers to the potential supplier submitting a proposal or a bid. **The Bidder submitting a proposal may, however, consist of several firms putting one proposal together as a joint venture. In the case of a joint venture, the combined experience of the firms forming the joint venture will be considered for the purposes of determining the Bidders' compliance to the Mandatory and Rated Requirements.**

Wherever the words "Proposal" or 'Bid' appear in this document", each shall be taken to mean the same as the other.

The MANDATORY REQUIREMENTS of this RFP are identified specifically with the words "MANDATORY", "MUST", "ESSENTIAL", "SHALL", "WILL", "IT IS REQUIRED", AND "REQUIRED". IF a MANDATORY REQUIREMENT is not complied with, the proposal will be considered NON-RESPONSIVE and will not receive any further consideration. In the context of this RFP, Non-Responsive, Non-Compliant and Non-Valid shall each be taken to mean the same as the other.

NOTICE TO BIDDERS: The following documents are enclosed and form part of this bid package:

RFP # [RNCAN-NRCAN 5000013470](#), including all Parts, Appendices and Annexes as listed in the Table of Contents below.

The Bidder acknowledges that all of the aforementioned documents were received in its bid package. It is the responsibility of the Bidder to verify the inclusion of all documents, and to obtain copies of any missing items by contacting the Contracting Authority (CA) as identified on Page 1 of this RFP. Failure to obtain any missing document(s) shall not relieve the Bidder from compliance with any obligation imposed by the RFP, nor excuse the Bidder from the guidelines set out therein.



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PART I: GENERAL INFORMATION

1. INTRODUCTION

The bid solicitation is divided into four (4) parts plus Annexes as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 4 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Financial Proposal, Technical Evaluation Criteria, Certifications and any other annexes.

2. SUMMARY

By means of this RFP, NRCAN is seeking proposals from bidders to upgrade the refrigeration system of 10 growth chambers CGE GC8-1, used among other things to grow plants and raise insects, currently have an air-cooled condenser that uses R12 refrigerant. In order to be compliant with the Ozone-depleting Substances Regulations (ODSR) and the Federal Halocarbon Regulations, the work will involve changing the current refrigeration system with an AE4448YXASC model condensation unit that uses R-134a refrigerant with all the associated new parts. The lighting system must also be changed.

The 10 growth chambers should be upgraded for March 31st, 2014.

This requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada - Chile Free Trade Agreement (CCFTA) and the Canada-Peru Free Trade Agreement (CPFTA).

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** (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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.

Standard Instructions - Goods or Services - Competitive Requirements 2003 (2010-10-07) are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content** (except subsection 3.0): **delete** "Public Works and Government Services Canada" and **insert** "Natural Resources Canada". **Delete** "PWGSC" and **insert** "NRCAN".



- **In subsection 2:** **delete** "Canadian suppliers are required to" and insert "It is suggested that Canadian suppliers"
- **In subsection 5.4:** **delete** "sixty (60) days" and **insert** "ninety (90) days"
- **In subsection 8.1:** **delete** "819-997-9776" and **insert** "613-995-2920"
- **In subsection 20.2:** not applicable.

2. SUBMISSION OF BIDS/ BID RECEIVING UNIT ADDRESS

It is the Bidders responsibility to ensure that proposals are delivered to the following location, by the time and date indicated on page 1 of this RFP document:

RNCAN_Quebec_bid_soumission@RNCAN-NRCAN.gc.ca

Due to the nature of the bid solicitation, bids transmitted by facsimile to NRCAN will not be accepted.

The above address is reserved for the submission of bids only.

NRCAN will not assume responsibility for proposals directed to any other address.

The onus is on the Bidder to ensure that the proposal is delivered to the email address above. Not complying with the above instructions may result in NRCAN's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCAN reserves the right to reject any proposal not complying with these instructions.

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.

To comply with the [Code of Conduct for Procurement](#), bidders are obliged to alert the contracting authority to any factual errors that they discover in bid solicitations.

4. SECURITY REQUIREMENT

This request of proposal contains no security requirement.

5. BIDDER FINANCIAL CAPABILITY

The Bidder may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their technical and financial capability to satisfy the requirements as stipulated in this RFP. If requested, financial information to be provided shall include, but not be limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer. Information requested by NRCAN is to be provided by the Bidder as stipulated in the request by the Contracting Authority.



Should the Bidder provide the requested information to Canada in confidence, while indicating that the disclosed information is confidential, Canada will then treat the information in a confidential manner as provided in the Access to Information Act.

In the event that a proposal is found to be non-responsive on the basis that the Bidder is considered not to be financially capable of performing the subject requirements, official notification shall be provided to the Bidder by NRCAN.

6. APPLICABLE LAWS

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

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.

7. DISCLOSURE OF INFORMATION

Any information, data and/or Intellectual Property which is provided in a proposal and is demonstrably proprietary to a Bidder, shall be so identified specifically (by paragraph, table, figure) in the proposal, and Natural Resources Canada will endeavor to protect such proprietary information, data and/or Intellectual Property in accordance with the laws of Canada and its normal policies, regulations and procedures. Any financial data and information provided by Bidders for the purpose of this RFP will be treated as "Commercially Confidential" and kept in confidence by Natural Resources Canada unless expressly stated otherwise in this RFP. Such information will not be disclosed, in whole or in part, except on a need-to-know basis for the specific purpose of proposal evaluation and for the activities related to the process of contract award, as applicable. Unless it is required to do so by law, NRCAN will not divulge such data and/or information to any third party.

8. CONFLICT OF INTEREST

If NRCAN determines the successful Bidder to be in a possible conflict of interest situation, the Bidder will be required, prior to entering into a contractual relationship with NRCAN, to disclose any and all holdings and activities that could possibly be in a conflict, real or perceivable, with the mandate and objectives of NRCAN. In the event that NRCAN decides that action is necessary in order to remove such a conflict, the successful Bidder will be required to take such action (which may include divestiture of certain assets or ceasing to perform certain activities) prior to entering into a contractual relationship with NRCAN.

9. MANDATORY SITE VISIT

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on **November 19, 2013 at 1:30 pm at 1055, P.E.P.S. Street, Québec G1V 4C7**. Bidders must communicate with the Contracting Authority no later than one (1) day before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

10. BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

The contract will not result in the development of any intellectual property.



11. BID PREPARATION INSTRUCTIONS

Canada requests that bidders provide their bid as follows:

Section I: Technical Bid - (1 electronic copy)

Section II: Financial Bid - (1 electronic copy)

Section III: Certifications - (1 electronic copy)

No payment shall be made for costs incurred by the Bidder in the preparation and submission of a proposal in response to this RFP.

All fees, associated with the transfer of data or of all documents as may be required by NRCAN as part of the solicitation process, are the responsibility of the Bidder. No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

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) format;
- (b) use a numbering system that corresponds to the bid solicitation.

11.1 Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe the approach they will take such thorough, concise and clear manner for successfully carrying out the work as described in the Annex "A" – Statement of Work".

In addition, bidders should demonstrate with a schedule, like the one below, their ability to complete the upgrade and installation of the growth chambers for March 31, 2014.

Growth chamber	Realisation date	Installation date
# 1		
# 2		
# 3		
# 4		
# 5		
# 6		
# 7		
# 8		
# 9		
# 10		



Bidders must respond to government bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid or contract documents, and submit bids and enter into contracts only if they will fulfill all obligations of the contract.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient and may result in a loss of points. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

It is the responsibility of the Bidder to obtain clarification of the requirements contained in the RFP, if necessary, prior to submitting a proposal. The Bidder must provide sufficient details in its proposal to substantiate compliance with what is required; all professional experience must be fully documented and substantiated in the proposal(s).

In the event of a proposal submitted through contractual joint venture, the proposal shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. (All members of the joint venture shall be jointly and severally or solidarily liable for the performance of any resulting contract awarded as a result of a joint venture.)

11.2 Page 1 of the RFP Document

It is mandatory that all bidders sign their submitted proposal. It is requested that all bidders complete, sign and date Page 1 of this RFP (including the name of the submitting organization, the name of the authorized signing person, appropriate addresses, telephone and facsimile numbers and business contact) prior to submitting their proposal. As the signature indicates a clear acceptance of the terms and conditions set out in the RFP, it is the Bidder's responsibility to ensure that the signatory has the authority within its organization to commit the Bidder by making such a contractual offer.

As per article 1 of Part 2, the Bidder hereby agrees, by submitting his/her proposal in response to this RFP, to all the instructions, terms, conditions and clauses detailed herein.

11.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex "C"- Financial Proposal. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing will be applied as the initial conversion factor for the specified currency.

Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada.

11.4 Section III: Certifications

Bidders must submit the certifications as per Annex "D".

PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES



- (a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria and in conjunction with Annex "A" - Statement of Work;
- (b) If the Bidder is deemed non-responsive as a result of evaluation, the bid will be set aside and not considered for contract award.
- (c) The proposed successful bidder will be determined in accordance with the contractor selection method stated in this Part.
- (d) All proposals shall be treated as CONFIDENTIAL and will be made available only to those individuals authorized to participate in the evaluation process. All bidders will be subject to the terms of the *Access to Information Act* and to other applicable law or orders of courts or other tribunals having jurisdiction.
- (e) An evaluation team will evaluate the proposals on behalf of NRCan. While the evaluation team will normally be comprised of representatives of NRCan, it *may* also include representatives from other Government Departments and Agencies or third party participants as selected by NRCan.

2. RIGHTS OF NRCan

NRCan reserves the right to:

- seek clarification or obtain verification of statements made in a proposal;
- reject any or all proposals received in response to the bid solicitation;
- enter into negotiations with bidders on any or all aspects of their proposal;
- accept any proposal in whole or in part without prior negotiation;
- cancel the bid solicitation at any time;
- reissue the bid solicitation;
- verify any or all information provided by the Bidder with respect to the solicitation including references;
- retain all proposals submitted in response to the solicitation;
- declare a proposal non-responsive if NRCan determines during the evaluation phase that the Bidder does not have the legal status, the facilities or the technical, financial and/or managerial capabilities to fulfill the requirements stated herein;
- discontinue the evaluation of any proposal which is determined, at any stage of the evaluation process, to be non-responsive.

3. BASIS OF SELECTION

NRCan's budget to upgrade the growth chambers is limited and available only until March 31, 2014. Accordingly and depending on the work schedule presented by the supplier, NRCan reserves the right to award the contract based on one of the following scenarios in order to get the best value for Her Majesty the Queen in right of Canada.

Only those bids that are deemed to be responsive (compliant) will be evaluated under the basis of selection:

Scenario 1: One or more bidders are able to upgrade the growth chambers within the available budget.

Lowest Firm Price: The successful bidder (to be recommended for contract award) will be selected on the basis of the responsive (compliant) proposal that offers the lowest firm price to perform the work.

Scenario 2: No suppliers are able to upgrade all the growth chambers for March 31, 2014 within the budget.

Best proposal within the budget: The successful bidder (to be recommended for contract award) will be the one who is able to upgrade the most growth chambers before March 31, 2014 within the available budget.



IMPORTANT: If scenario 2 is selected, NRCAN reserves the right to ask the suppliers to complete the upgrade of remaining growth chamber(s) during the next fiscal year if funds are available.

4. SOLE BID – PRICE SUPPORT

In the event that the Bidder's proposal is the sole bid received and is deemed responsive, NRCAN may request one or more of the following as acceptable price support:

- a) Current published price list indicating the percentage discount available to the federal government; and/or
- b) Paid invoices for like services sold to other customers; and/or
- c) A price certification statement; and/or
- d) Any other supporting documentation as requested.

5. CONTRACT AWARD NOTICE/ BIDDER PROPOSAL EVALUATION DEBRIEFING

A Contract Award Notice (CAN) will be prepared and published on the Government Electronic Tendering Service (GETS) hosted through buyandsell.gc.ca within seventy-two (72) days after award of any contract. Bidders may request and receive a de-briefing provided that a written request is received by e-mail at france.bolduc@NRCAN.gc.ca no later than thirty (30) calendar days from the published date of the CAN.

Bidders are requested to direct any additional questions they may have respecting this competitive bid process to the Contracting Authority detailed herein.

PART 4 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. STATEMENT OF WORK

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____. *(To be completed at contract award)*

2. PRIORITY OF DOCUMENTS

If there is a discrepancy between the wordings of any document that appears 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) General Conditions - Professional Services - Medium Complexity 2010B (2013.06-27);
- (c) Intellectual Property
- (d) The supplemental general conditions identified herein;
- (e) Annex "A", Statement of Work;
- (f) Annex "B", Basis of Payment; *(to be included at contract award)*
- (g) The Contractor's bid dated _____ *(insert date of bid)*

3. TERM OF CONTRACT

3.1 Period of the Contract



The delivery date and the work performance acceptable under this contract is March 31, 2014. However, the contract period is from date of Contract award to March 31, 2015 inclusive.

(Note to suppliers: Since NRCAN's budget is limited and available only until March 31, 2014 the priority is to complete all the 10 growth chambers' upgrade. However, if some growth chambers should not be upgraded by this date, the contract remains valid so the remaining modifications could be completed for the same price if funds become available in 2014-2015.)

4. STANDARD CLAUSES AND CONDITIONS

Notwithstanding that they have not been expressly articulated, all clauses and conditions identified in the Contract by number, date and title are applicable and 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.

4.1 General Conditions

General Conditions - Professional Services - Medium Complexity 2010B (2013-06-27) apply to and form part of the Contract. As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCAN).

4.2 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

4.3 Intellectual Property

The contract will not result in the development of any intellectual property.

4.4 Supplemental General Conditions

The following clauses apply to this contract:

4.4.1 Dispute Resolution

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.



The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

4.4.2 Withholding Tax of 15 Percent

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15% of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

4.4.3 Foreign Nationals (Canadian Contractor) *(To be completed at contract award)*

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

4.4.3 Foreign Nationals (Foreign Contractor) *(To be completed at contract award)*

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

4.4.4 Values and Ethics Code

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to, the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference. http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp

4.4.5 Closure of Government Offices

Contractor employees are personnel of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this contract and the said premises become non-accessible due to evacuation or closure of government offices and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of the closure.

5. SECURITY REQUIREMENT

There is no security requirement associated with this solicitation.

6. AUTHORITIES

6.1 Contracting Authority

The Contracting Authority for the Contract is:

France Bolduc
Procurement Officer
Telephone: 418-654-2603



Email: france.bolduc@NRCan.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.

6.2 Project Authority *(To be 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.

6.3 Supplier's representative *(To be completed at contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

7. PAYMENT

7.1 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 the contract for a cost of \$ _____ *(To be completed at contract award)*, Goods and Services Tax or Quebec Sales Tax (GST/PST) 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.

7.2 Method of Payment

Canada will pay the Contractor when the growth chambers will have been delivered and installed in the accordance with the contract if:

- a. accurate and complete invoice, any other documents required by the contract is submitted in accordance with the invoicing instructions provided in the contract;



- b. all documents have been verified by NRCAN
- c. the work is delivered in satisfactory and have been accepted by the project manager

Payment by Her Majesty, to the contractor, for the work shall be made within thirty (30) days following the delivery and acceptance of all deliverables specified in the contract or the date of receipt of a duly completed invoice, whichever date is the later.

8. INVOICING INSTRUCTIONS

Invoices shall be submitted using **one of the following methods:**

<u>E-mail:</u> Invoicing@NRCan.gc.ca Note: Attach "PDF" file. No other formats will be accepted	OR	<u>Fax:</u> Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987 Note: Use highest quality settings available.
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Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers:

Contract number: *(To be completed at contract award)*

8.1 Supplemental Invoicing Instructions

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 T1204 Supplementary Slip. To enable 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. To this end, the form entitled "T1204 Information Reporting by Contractor" and attached hereto as Appendix "B1" must be completed and returned within seven (7) days of the award of a contract.

9. CERTIFICATIONS

Compliance with the certifications 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 or 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.

10. APPLICABLE LAWS

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



ANNEX A - STATEMENT OF WORK

ENVIRONMENTAL UPGRADE TO THE GROWTH CHAMBERS AT THE LAURENTIAN FORESTRY CENTRE

The Canadian Forestry Service (CFS), one of the sectors at Natural Resources Canada (NRCAN), conducts regional and national research activities in various areas of Canada. The Laurentian Forestry Centre (LFC) located in Québec City acquires and disseminates forest knowledge. Employees use cutting-edge infrastructure, which includes molecular biology and remote sensing labs, in order to conduct research in fields such as climate change, forest ecology, forest parasite biology, ecogenomics and the productivity of forest ecosystems.

The LFC has several growth chambers that are used among other things to grow plants and raise insects. The LFC must upgrade the refrigeration system in 10 of its growth chambers in order to be compliant with the Ozone-depleting Substances Regulations (ODSR) and the Federal Halocarbon Regulations. These 10 EGC growth chambers, model GC8-1, currently have an air-cooled condenser that uses R12 refrigerant.

Two growth chambers have already been upgraded at the LFC. This made it possible to determine the list of materials needed and they will be used as a model for the contractor.

OBJECTIVE

The contract objective is to modify and upgrade 10 growth chambers. The work will involve changing the current refrigeration system with an AE4448YXASC model condensation unit that uses R-134a refrigerant with all the associated new parts. The lighting system must also be changed. After the modifications, the chambers will be tested and must be functional before being installed at the LFC.

TASKS, MATERIALS, STEPS, DELIVERABLES AND SCHEDULE

The supplier must upgrade 10 growth chambers using the materials described below. Any changes to this list must be approved by the project manager. Labour for installation and start-up must also be included.

Procedures for taking possession of the growth chambers

- The transportation and insurance during the pick-up and delivery for the final installation of the growth chambers at the LFC will be assumed by the supplier and included in the price.
- Unless otherwise indicated, a maximum of four growth chambers can be worked on at the same time. The chambers that have been modified must be reinstalled and be functional before the contractor can leave with other chambers. This is to ensure on going experimentations.
- Meeting with the project manager five business days before delivery for the installation of the growth chambers. Delivery or installation times will be from Monday to Friday, between 9:00 am and 2:00 pm.

Materials to be used for the upgrading of a growth chamber and the steps to be completed:

- 1 AE4448YXASC condensation unit using R-134a refrigerant
- 1 Sporlan expansion valve, model FJ ½ C
- 1 Sporlan welded liquid level indicator - ¼ inch.



- 1 Sporlan welded dryer filter, 1/4 inch. – model C-082-S
- 1 Danfoss crankcase regulator – 3 to 85 psi
- 1 Penn low-pressure regulator – model P70AB-2
- 2 Sporlan solenoid valves, 3/8 inch. – model XRN-1
- 2 Sporlan coils – model OMKC-2
- 1 RefPlus customized evaporator – customized model #DHC-13-03-09-20
 - o Note: Certain mechanical adjustments will be needed.
- 1 2020 box + cover for 15/20 – 120 volt duplex outlet
- 1 120 volts – 15-20 ampere duplex outlet – industrial grade (Pass & Seymour mod. CR20-W)
- 1 DPDT 8-pin control relay (round) 24 volts + base, e.g. Potter & Brumfield mod. # KRPA11AN24 or equivalent
- Various Armaflex for insulating the suction pipes and expansion valve
- Installation, refrigeration, electrical materials, etc.
- Recovery of the old refrigerant and its disposal in accordance with recognized environmental standards
- Installation of new R-134a refrigerant

Special notes:

- Certain parts of the condensation unit must be moved (e.g. liquid tank) and modified. The evaporator must also be modified slightly. Details will be given during the mandatory visit and suppliers may take photos.
- The drainage pan's 1/4 inch. copper pipe must be redone and re-welded to the pan.
- All welding must be done with nitrogen circulating.
- The chambers must be tested at a minimum of two different temperatures (7°C and 30°C) for at least three days at the supplier's facility.
- A written statement certifying that the chambers have been tested at two temperatures (7°C and 30°C) must be issued for each chamber upon delivery.

Materials for the lighting system and steps to be completed:

- 4 surface lights, 8 EICO T-5 tubes or equivalent 54 watts F54/T5/HO/850
- Modification of the lighting regulation system: each switch must activate its own head cooling fan (located in the mechanical compartment under the floor) when there is a clock-activated lighting request.
- Redo the lighting wiring.
- Remove the old lights.

The upgrade does not include the control or programming systems or the structure of the chamber, except for the lighting controls and lighting fans.

Work method and acceptance

After the first growth chamber has been upgraded, the project manager will go to the supplier to check the changes made. The project manager may then make sporadic visits to the supplier to make sure the upgraded growth chambers are operating and that they have been modified in accordance with the requested specifications before they are returned to the LFC for installation.

The growth chambers are installed in the basement at 1055 PEPS Street, Quebec City, in rooms SS35 - SS72 - SS74. The chambers can be carried in and out through the loading dock or the garage.

Installation at the LFC must be completed by a company employee who is certified for refrigeration work.



All products delivered and services rendered under this contract are subject to inspection by the project manager. He has the right to refuse any deliverable that is not deemed satisfactory and to demand that corrections be made before payment is authorized.

The project manager will be available for coordinating activities and will ensure that the proposed schedule is respected.

OTHER MODALITIES

Supplier's Obligations

In addition to the obligations described above in this work statement, the contractor must:

- Perform the upgrade work at its facilities;
- Have the growth chambers installed at the LFC by company employee who is licensed to perform refrigeration work (must present certification);
- Keep all documents and exclusive information confidential;
- Return all documents belonging to NRCAN once the contract has been completed;
- Present all written reports in paper form and in an electronic version, in Microsoft Office Word;
- Attend the meetings with the interested parties, if necessary;
- Participate in conference calls, if necessary;
- Attend meetings at NRCAN offices, if necessary;
- Provide a 1-year warranty on parts and labour.



ANNEX B – TECHNICAL EVALUATION CRITERIA

B1 MANDATORY TECHNICAL CRITERIA

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The technical proposal should address each of the criteria in the order in which they appear.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	Attended the mandatory site visit	N/A	
M2	An employee has a valid license to perform refrigeration work (certification's copy)		



ANNEX C – FINANCIAL PROPOSAL

C1 TAXES AS RELATED TO BIDS RECEIVED

For Canadian-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable **included**, and Goods and Services Tax (GST) or Provincial Sales Tax (PST) as applicable, **excluded**;

For foreign-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) and **exclude** Canadian customs duties, excise taxes and GST or PST, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders. If the prices submitted in the financial proposal are not in Canadian Funds the exchange rate in effect on the date of bid closing will be applied for evaluation purposes only.

C2 FINANCIAL PROPOSAL – FIRM PRICE

The all-inclusive fixed price proposed by the tenderer for the execution of the work is \$ _____ in Canadian dollars, GST and QST not included. In accordance with the guidelines of the Treasury Board, all travel and subsistence fees and other miscellaneous expenses must be included in the fixed price. The invoices will be payable as when the work is done in accordance with the basis of payment, with certificate of satisfactory and acceptable nature of the work by the project manager.

Quantity	Description	Unit price (TPS/TVQ excluded)	Total Firm Price (TPS/TVQ excluded)
10	Growth chambers	\$	\$



ANNEX D - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

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.

1. Federal Contractors Program – Certification

Federal Contractors Program for Employment Equity - over \$25,000 and below \$200,000

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.



Signature of Authorized Company Official

Date

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 spending 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" means a 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 and includes:

- (a) An individual;
- (b) An individual who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) 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 Public Service.

"pension" means, in the context of the fee abatement formula, 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 (FPS) in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

- (a) Name of former public servant;
- (b) Date of termination of employment or retirement from the Public Service.

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 fee 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.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

3. 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. Failure to comply with the request may result in the bid being declared non-responsive.

Signature of Authorized Company Official

Date

4. EDUCATION AND EXPERIENCE

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Signature of Authorized Company Official

Date

5. CONTRACTUAL CAPACITY AND JOINT VENTURE CONTRACTUAL CAPACITY

The Bidder shall have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business.



Joint Venture - a joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e., formed through a contractual agreement between the parties. The following information should be provided with the proposal: type of joint venture (incorporated or contractual), the names and addresses of the members of the joint venture.

If a Contract is awarded to a contractual joint venture all members of the joint venture shall be jointly and severally or solidarity liable for the performance of the contract.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



T1204 Information Reporting by Contractor / Information T1204 à transmettre par l'entrepreneur

Legal name of entity or individual /

Appellation légale de l'entité ou du particulier: _____

Address and postal code of legal entity or individual /

Adresse et code postal de l'entité légale ou du particulier:

Tel/Tél: () _____ - _____ Facsimile/FAX: () _____ - _____

Status of Contractor/
Statut de l'entrepreneur:

☐ Individual/
Particulier

☐ Partnership/
Société de personnes

☐ Corporation/
Société incorporée

Revenue Canada Identifier :

▪ for **individuals**, the Contractor's SIN and, if available, the BN, or the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number;

▪ for **partnerships and corporations**, the BN, or if this is not available, the GST/HST number. If a partnership does not have a BN or GST/HST number, the SIN of the partner who has signed the contract must be provided.

▪ dans le cas d'un **particulier**, le NAS de l'entrepreneur, et si disponible, le numéro d'entreprise, ou le numéro de taxe sur les produits et services (TPS)/taxe de vente harmonisée (TVH);

▪ dans le cas d'une **société de personnes et d'une société**, le numéro d'entreprise, ou si ce dernier n'est pas disponible, le numéro de TPS/TVH. Une société de personnes qui ne détient pas de numéro d'entreprise ou de TPS/TVH devra fournir le NAS de l'associé qui a signé le contrat.

Social Insurance Number (SIN) 9 digits/

Numéro d'assurance sociale (NAS) 9 chiffres:

Business Number (BN) 15 digits/

Numéro d'entreprise (NE) 15 chiffres:

_____ R C _____

GST/HST number 9 digits/

Numéro TPS/TVH 9 chiffres:

"I certify that I have examined the information provided above, that it is correct and complete, and fully disclose the identification of this Contractor.

"Je certifie par la présente que j'ai examiné tous les renseignements fournis ci-dessus, qu'ils sont corrects et complets et qu'ils divulguent clairement l'identité du présent."

Contractor's Signature/Signature de l'entrepreneur

Date