

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**Pacific Region**  
**401 - 1230 Government Street**  
**Victoria, B.C.**  
**V8W 3X4**  
**Bid Fax: (250) 363-3344**

## 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> Engineering Study		
<b>Solicitation No. - N° de l'invitation</b> 31034-149492/A	<b>Date</b> 2014-09-04	
<b>Client Reference No. - N° de référence du client</b> 31034-149492		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-250-6539		
<b>File No. - N° de dossier</b> VIC-4-37074 (250)	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-09-22</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sole, Mike		<b>Buyer Id - Id de l'acheteur</b> vic250
<b>Telephone No. - N° de téléphone</b> (250) 363-8444 ( )		<b>FAX No. - N° de FAX</b> (250) 363-3344
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> NATIONAL RESEARCH COUNCIL CANADA 5071 WEST SAANICH RD VICTORIA British Columbia V9E 2E7 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**

Public Works and Government Services Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>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</b> <b>(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>

Solicitation No. - N° de l'invitation

31034-149492/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

vic250

Client Ref. No. - N° de réf. du client

31034-149492

File No. - N° du dossier

VIC-4-37074

CCC No./N° CCC - FMS No/ N° VME

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## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Not Used
4. Debriefings
5. Communications
6. Conflict of Interest

### PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant (if applicable)
4. Communications - Solicitation Period
5. Applicable Laws
6. Improvement of Requirement During Solicitation Period
7. Maximum Funding

### PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions:  
Section I : Technical Bid  
Section II : Financial Bid  
Section III : Certifications

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

1. Evaluation Procedures
2. Basis of Selection

### PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Contract Award
2. Additional Certifications Required Precedent to Contract Award

### PART 6 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants (if applicable)
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. Insurance
13. Shipping Instruction – Delivery at Destination
14. Government Site Regulations

Solicitation No. - N° de l'invitation  
31034-149492/A  
Client Ref. No. - N° de réf. du client  
31034-149492

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VIC-4-37074

Buyer ID - Id de l'acheteur  
vic250  
CCC No./N° CCC - FMS No./N° VME

**List of Annexes:**

Annex "A" Statement of Work  
Annex "B" Basis of Payment  
Annex "C" Contractor Disclosure of Foreground Information  
Annex "D" Non-disclosure Agreement  
Annex "E" Mandatory and Point Rated Technical Criteria

**Due to the highly technical nature of the design documents, they are only available in English. The documents will be available on written request to the Contracting Authority specified herein, including submission of the completed Annex D Non-disclosure agreement.**

**LIST OF ATTACHMENTS: Non-Disclosure Agreement required**

TMT.AOS.DRD.14.001.REL01 - Prototype Instrument Port and Snout Vendor Requirements for NFIRAOS document  
TMT.AOS.ICD.14.001.REL01 - Interface Control Document Prototype Instrument Port and Snout for NFIRAOS document  
TMT.AOS.PDD.11.003.DRF01 - NFIRAOS ENCL Contractor Definition  
TMT.AOS.DRD.11.006.DRF01 - NFIRAOS Optical Enclosure Design Requirements Document

**LIST OF REFERENCE INFORMATION: Non-Disclosure not required**

RD1 -TMT.AOS.PDD.11.005 - NFIRAOS PDUR Book  
RD2 - TMT.AOS.DRD.07.002 - NFIRAOS Design Requirements Document  
RD3 -TMT.SEN.ICD.07.039 - Interface Control Document Narrow Field Infrared Adaptive Optics to Infrared Imaging Spectrograph  
RD4 -TMT.AOS.CCD.05.001 - NFIRAOS Operations Concept Document  
RD5 -TMT.AOS.TEC.11.066 - Technical report for NFIRAOS optical enclosure Humidity management method

## PART 1 - GENERAL INFORMATION

### 1. Introduction

The bid solicitation document is divided into six parts plus attachments and 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 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment and other annexes.

### 2. Summary

NRC requires research and development services in support of feasibility testing on the NFIRAOS / IRIS interface design. (This will include testing mechanical and thermal performance of proposed interface design via the prototyping of key elements. As described in the documents, NRC Herzberg will design and build several critical components used within this interface while the successful bidder designs the other elements as required.

Contractors bidding on this requirement must meet the required delivery dates as these are essential towards Canada meeting its deliverables towards the set timelines of the TMT project office.

#### Task Authorization Contract

The work required in this solicitation is limited to the following **Phase 1 only**. Any subsequent work (if approved) will be conducted under a separate task authorization within the contract.

Note 1: Canada at its discretion may choose to either:

- (i) issue a task authorization to include the work under Phase 2 and or, Phase 3,  
or
- (ii) competitively tender the works for Phase 2 and or Phase 3

Note 2: Bidders in responding to this solicitation are agreeing they have the capabilities and capacity to execute the work.

#### PHASE 1: PROTOTYPE SNOOT TEST

The goal of this phase is proof of design concepts of the elements of the Optics Enclosure by prototype testing. By building and testing the Port Prototype, this will verify the feasibility of the fabrication concept for ENCL panels and its thermal performance. Similarly, the prototype test will also verify the proposed instrument (snout) port design and instrument exchange process will be tested.

This requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

This requirement is subject to a preference for Canadian goods and/or services.

The National Research Council has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: The main purpose of the contract, or of the deliverables contracted for, is to deliver a component or subsystem that will be incorporated into a complete system at a later date, as a prerequisite to the planned transfer of the complete system to the private sector, through licensing or assignment of ownership, for purposes of commercial exploitation.

**The following is for anticipatory information only:**

**PHASE 2: ENCL FABRICATION DESIGN**

*The work includes : The Contractor shall develop a binding fixed-price\* for the design of the ENCL, according to the NRC design description documents (DDD's). Contractor shall incorporate the findings from Prototype Snout Test to advances the ENCL design from preliminary design level into a fabrication-ready design that meets all the design requirements.*

*The expected outcome of the fabrication design is a set of fabrication ready drawings including bill of materials, fabrication plan, assembly procedures and operation procedures and cost schedule.*

*At a minimum, the fixed-price quote shall contain cost breakdown at the subsystem level such as framework, insulation panels, input port, shutter and wiring bulkhead etc., as specified in the preliminary design documents.*

*Canada shall be granted the rights of the resultant design thereafter, including all schematics, layout source files and any other associated information as per General Conditions 2040.*

*Estimated expenditure for Phase 2 is \$600,000.00.*

*\*Binding fabrication design cost: this deliverable shall require the cost breakdown for labour . materials, freight etc, and shall include quotations from Sub-trades confirming time frames and costing.*

**Phase 3: ENCL FABRICATION, FACTORY ACCEPTANCE TEST AND SHIPMENT**

*This is the actual build-phase of the ENCL. As-built performance will be verified formally against on all design requirements before shipment. Delivery shall be to the National Research Council of Canada, 5071 West Saanich Road Victoria, British Columbia Canada.*

*Estimated expenditure for Phase 3 is \$1,100,000.00*

**3. Not Used**

**4. 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.

**5. Communications**

As a courtesy and in order to coordinate any public announcements pertaining to this contract, the Government of Canada requests that successful Bidders notify the Contracting Authority 5 days in advance of their intention to make public an announcement related to the recommendation of a contract award, or any information related to the contract. The Government of Canada retains the right to make primary contract announcements.

Solicitation No. - N° de l'invitation  
31034-149492/A  
Client Ref. No. - N° de réf. du client  
31034-149492

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VIC-4-37074

Buyer ID - Id de l'acheteur  
vic250  
CCC No./N° CCC - FMS No./N° VME

## **6. Conflict of Interest**

The Work described herein and the deliverable items under any resulting Contract specifically exclude the development of any statement of work, evaluation criteria or any document related to a bid solicitation.

The Contractor, its subcontractor(s) or any of their agent(s) directly or indirectly involved in the performance of the Work and/or in the production of the deliverables under any resulting Contract will not be precluded from bidding on any potential future bid solicitation related to the production or exploitation of any concept or prototype developed or delivered under any resulting Contract.

## 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 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.1 SACC Manual Clauses

A7035T (2007-05-25) List of Proposed Subcontractors  
A9033T (2012-07-16) Financial Capability

### 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. Former Public Servant

Contracts awarded to 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 awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required 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 with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### 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 Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

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 adjustment 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 Applicable Taxes.

#### **4. Communications - Solicitation Period**

All enquiries must be submitted to the Contracting Authority no later than 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **5. Applicable Laws**

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

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

Solicitation No. - N° de l'invitation  
31034-149492/A  
Client Ref. No. - N° de réf. du client  
31034-149492

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VIC-4-37074

Buyer ID - Id de l'acheteur  
vic250  
CCC No./N° CCC - FMS No./N° VME

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.

#### **6. Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

#### **7. Maximum Funding**

**The maximum funding available for the contract resulting from the bid solicitation is \$125,000.00 (Applicable Taxes extra, as appropriate). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.**

## 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 (1 hard copies)
- Section II : Financial Bid (1 hard copies)
- Section III : Certifications (1 hard copies)

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; and
- (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 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, print double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### 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 should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should clearly address 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. 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.

#### Section II : Financial Bid

1.1 Bidders must submit their financial bid in accordance with the following :

- a) Bidders must submit a firm all-inclusive price for the work.
- b) The information must be provided in accordance with the Basis of Payment in Annex B.
- c) For Canadian-based bidders, prices must be in Canadian funds, Applicable Taxes excluded and Canadian customs duties and excise taxes included.

For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

#### 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.
- (c) The evaluation team will determine first if there are two (2) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### 1.1 Technical Evaluation

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 should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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. 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.

The technical bid consists of the following:

All the information required to demonstrate its conformity with the Point Rated Technical Criteria described in Annex E.

The solicitation package contains electronic documents that are essential for bidders to understand the technical nature of the work and must be requested from the PWGSC Contracting Authority in writing.

##### 1.1.1 Supporting Information

In the event that the Bidder fails to submit any supporting information pursuant to technical evaluation criteria, the Contracting Authority may request it thereafter in writing, including after the closing date of the bid solicitation. It is mandatory that the Bidder provide the supporting information within three (3) business days of the written request or within such period as specified or agreed to by the Contracting Authority in the written notice to the Bidder.

##### 1.1.2 Mandatory and Point Rated Technical Evaluation

Mandatory and Point Rated Technical Evaluation Criteria are included in Annex E.

### 1.2 Financial Evaluation

#### 1.2.1 Mandatory Financial Criteria

Proposal which exceed CAD \$125,000 will be deemed non-responsive.

### **1.2.2 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included.

## **2. Basis of Selection**

### **2.1 Basis of Selection - Highest Rated Within Budget**

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory technical evaluation criteria;
- (c) obtain the required minimum points for each criterion with a pass mark; and
- (d) obtain the required minimum points overall for the technical evaluation criteria which are subject to point rating.

Bids not meeting (a) or (b) or (c) or (d) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement. In the event that the highest number of points is obtained by more than one responsive bid, the responsive bid with the lowest evaluated price will be recommended for award of a contract.

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### 1. Certifications Required Precedent to Contract Award

#### 1.1 Integrity Provisions – Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](#)

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

### 2. Additional Certifications Required 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within that time frame provided will render the bid non-responsive.

#### 2.1 Canadian Content Certification

This procurement is subject to a preference for Canadian goods and/or services.

**The Bidder certifies that:**

( ) the service(s) offered is (are) a Canadian service as defined in paragraph 2 of clause A3050T.

#### 2.1.1 Canadian Content Definition

1. **Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the *North American Free Trade Agreement* (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory", is to be replaced with "Canada". (Consult Annex 3.6(9) of the *Supply Manual*.)

For photocopiers, computers and office equipment within Federal Supply Classification (FSC) groups 36, 70 and 74, see paragraph 6.(a)).

2. **Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
3. **Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:
  - a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
  - b. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
5. **Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.
6. **Other Canadian goods and services:**
  - a. For photocopiers, computers and office equipment within FSC groups 36, 70 and 74, only the products of the following firms are considered Canadian goods:
    - i. MERIT Partner under the MERIT Partnership Program (administered by Industry Canada [IC] and Public Works and Government Services Canada [PWGSC]);
    - ii. Companies which, on March 31, 1992, were allocated to Priority Group 1 under the Priority Groups Policy in effect at that time; or
    - iii. CIRCLE Canada companies as agreed on by IC and PWGSC.
  - b. Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

## 2.2 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

Solicitation No. - N° de l'invitation  
31034-149492/A  
Client Ref. No. - N° de réf. du client  
31034-149492

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VIC-4-37074

Buyer ID - Id de l'acheteur  
vic250  
CCC No./N° CCC - FMS No./N° VME

his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

### **2.3 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.

### **2.4 Language Capability**

The Bidder certifies that it has the language capability required to perform the Work, as stipulated in the Statement of Work.



## PART 6 - 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.

#### 1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### 1.1.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex E. .
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 14 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### 1.1.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$40,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

##### 1.1.3 Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

### 2. 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.

#### 2.1 General Conditions

2040 (2014-03-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

##### 2.1.1 Canada to Own Intellectual Property Rights in Foreground Information

1. The general conditions 2040 are amended by deleting the sections entitled "Records and Disclosure of Foreground Information", Ownership of Intellectual Property Rights in Foreground Information", "Licenses to Intellectual Property Rights in Foreground and Background Information", "Contractor's Rights to Grant Licenses", "Waiver of Moral Rights", "License to Intellectual Property Rights in Canada's Information", "Transfer or License of Contractor's Rights", "Transfer of Intellectual Property Rights upon Termination of the Contract for Default", and "Products Created Using the Foreground Information" in their entirety. This section applies in lieu of those sections.
2.
  - a. During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation. The Contractor must report and fully disclose to Canada all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information if requested by the Contracting Authority, whether before or after the completion of the Contract.
  - b. Before and after final payment to the Contractor, the Contractor must provide Canada with access to all records and supporting data that Canada considers pertinent to the identification of Foreground Information.
  - c. For any Intellectual Property that was developed or created in relation to the Work, Canada will be entitled to assume that it was developed or created by Canada, if the Contractor's records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Canada.
3.
  - a. All Intellectual Property rights in the Foreground Information belong to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property Rights in the Foreground Information, except any right that may be granted in writing by Canada.
  - b. The Contractor must incorporate the copyright symbol and one of the following notices, as appropriate into all Foreground Information that is subject to copyright regardless of the form or medium upon which it is recorded: © Her Majesty the Queen in Right of Canada (year), or © Sa Majesté la Reine du chef du Canada (year).
  - c. The Contractor must execute any documents relating to the Intellectual Property Rights in the Foreground Information as Canada may require. The Contractor must, at Canada's expense, provide Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case on inventions.
4.
  - a. The Contractor grants to Canada a license to use the Background Information to the extent that it is reasonably necessary for Canada to exercise fully all its rights in the deliverables and in the Foreground Information. This license is non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. The license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.
  - b. For greater certainty, Canada's license in the Background Information includes, but is not limited to:
    - i. the right to disclose the Background Information to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties

- and contractors not to use or disclose that information except as may be necessary to bid, negotiate or carry out those contracts;
- ii. the right to disclose the Background Information to other governments for information purposes;
  - iii. the right reproduce, modify, improve, develop or translate the Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with reproduction, modification, improvement, development or translation.
  - iv. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold in relation to any custom-designed or custom-manufactured part of the Work, the right to use and disclose to a contractor engaged by Canada the Background Information for the following purposes:
    - A. For the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
    - B. In the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul.
  - c. The Contractor agrees to make the Background Information, including in the case of Software, the source code, promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.
5. The Contractor represents and warrants that it has the right to grant to Canada the license and any other rights to use the Background Information. If the Intellectual Property Rights in any Background Information are owned by a subcontractor or any other third party, the Contractor must have a license from that subcontractor or third party that permits compliance with paragraph 4 or arrange, without delay, for the subcontractor or third party to grant promptly the required license directly to Canada.
6. If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the *Copyright Act*, R.S., 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.

## 2.1.2 License to Intellectual Property Rights in Foreground Information

1. Subject to subsection 2, if the Contractor wishes to make use of the Foreground Information for purposes of its commercial exploitation or further development, then the Contractor may make a written request for a license to the minister for whose department or agency the Work is being or was carried out. Such a request should be made within thirty (30) working days following completion of the Work. The Contractor shall give that minister an explanation as to why such a license is required. That minister shall respond in writing to any request for such a license within a reasonable period of time. If the request is refused the response shall provide an explanation for the refusal. Should the minister for whose department the work is being or was carried out agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and that minister.

2. Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada, or personal information (as this term is defined in the Privacy Act (R.S.C., c. P-21)) collected by the Contractor as part of the Work, then the license referred to in subsection 1 shall be restricted to the Intellectual Property Rights in Foreground Information that are capable of being exploited without the use of such information or data or personal information.

## **2.2 Non-disclosure Agreement**

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

## **3. Security Requirement**

There is no security requirement applicable to this Contract.

## **4. Term of Contract**

### **4.1 Period of Contract**

The period of the Contract is from date of Contract to 31 August 2015, inclusive.

### **4.2 Option to extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Mike Sole  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Telephone: 250-363-8444  
E-mail address: Mike.Sole@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 Technical Authority**

The Technical Authority for the Contract is: \_\_\_\_\_

The Technical 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 Technical Authority; however, the

Solicitation No. - N° de l'invitation  
31034-149492/A  
Client Ref. No. - N° de réf. du client  
31034-149492

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VIC-4-37074

Buyer ID - Id de l'acheteur  
vic250  
CCC No./N° CCC - FMS No./N° VME

Technical 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

Name:  
Title:  
Company:  
Address:  
Telephone:  
Facsimiles:  
E-mail address:  
Mobile:

### 5.4 Procurement Authority

The Procurement Authority for the Contract is: \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

### 6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

### 7. Payment

#### 7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B, to a ceiling price of \$ **(insert the amount at contract award)** . Customs duties are included and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

#### 7.1.1 Basis of Payment – Limitation of Expenditure – Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in the Task Authorization to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are excluded and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

## **7.2 Limitation of Price**

SACC Manual Clause C6000C (2011-05-16), Limitation of Price

## **7.3 Method of Payment**

### **7.3.1 Milestone Payments**

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- (c) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

### **7.3.2 Schedule of Milestones**

The schedule of milestones for which payments will be made is in accordance with the Annex B.

### **7.3.3 SACC Manual Clause H1001C (2008-05-12), Multiple Payments**

## **7.4 SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
H4500C (2010-01-11), Lien - Section 427 of the *Bank Act*

## **8. Invoicing Instructions – Progress Payment Claim**

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment (attached at Annex F).

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. a list of all expenses;
- d. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;

- c. a copy of the monthly progress report.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Procurement Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Procurement Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

## **9. Certifications**

### **9.1 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 entire contract period. 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.

### **9.2 SACC Manual Clauses**

A0285C (2007-05-25) Workers Compensation  
A3060C (2008-05-12) Canadian Content Certification

## **10. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in (to be inserted at contract award).

## **11. 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 2040 (2011-05-16), General Conditions – Research and Development, as amended in Section 2.1 above;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment / Schedule of Milestones;
- e) Annex D, Non-disclosure Agreement;
- f) the signed Task Authorizations (including all of its annexes, if any) (if applicable);
- g) 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))

## **12. 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



Solicitation No. - N° de l'invitation  
31034-149492/A  
Client Ref. No. - N° de réf. du client  
31034-149492

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VIC-4-37074

Buyer ID - Id de l'acheteur  
vic250  
CCC No./N° CCC - FMS No./N° VME

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.

**13. Shipping Instructions – Delivery at Destination**

Goods must be consigned to the destination specified in the Contract and delivered DDP ( Delivered Duty Paid) to National Research Council of Canada, 5071 West Saanich Road, Victoria , British Columbia Canada V9E2E7, Inco terms 2000 for shipments from a commercial contractor.

**14. Government Site Regulations**

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.



## ANNEX A - STATEMENT OF WORK

### PHASE 1

1. **Port Prototype Development.** Fabricate the Port Prototype according to the design requirement documents. The Port Prototype replaces a wall panel of the existing NRC-Herzberg cold room and its imbedded cold plate is actively cooled by a R507 refrigerant supply.
  - b. Develop fabrication design, including documentation of engineering analysis, according to the design requirements documents supplied
  - c. Produce fabrication drawings and part lists
  - d. Fabricate and assemble the subsystem
  - e. Develop verification and test plan
  - f. Perform acceptance test and verification to demonstrate the design requirements are met before shipping
  - g. Develop installation plan to replace the cold room panel at NRC-Herzberg INT facility
  - h. Package and ship component
2. **Prototype Cold Box and Support Structure Development .** Design and fabricate the Prototype Cold Box and its support structure according to the design requirement documents. The Prototype Cold Box contains a dry ice reservoir and provides passive cooling to the NRC-Herzberg supplied NFIRAOS Snout Prototype. The Prototype Cold Box is mechanically supported by its own support structure.
  - a. Develop detailed design for fabrication, including documentation of engineering analysis, according to the design requirements documents supplied
  - b. Produce fabrication drawings and part lists
  - c. Fabricate and assemble the subsystem
  - d. Develop verification and test plan
  - e. Perform acceptance test and verification to demonstrate the design requirements are met before shipping
  - f. Package and ship component
3. **Install and Integrate Port Prototype and Prototype Cold Box At NRC Herzberg**  
Integration includes performance tuning to ensure the integrated system (Port Prototype, NFIRAOS Snout Prototype and Prototype Cold Box) operates at the required temperate specified in the design requirement documents (DRD's), nominally at -30°C operating temperature.
  - a. Install and integrate components at NRC-Herzberg INT facility
  - b. Perform in-situ tuning to achieve the required thermal performance

**If requested through a Task Authorization, provide fixed price quotation to execute the work required under Phase 2,** The contractor shall provide a fixed cost estimate to perform the work required under Phase 2 , which shall include labour and travel expenses, based upon the outcome of the work provided under Phase 2 and including, NRC Documents:

TMT.AOS.DRD.14.001.REL01  
TMT.AOS.ICD.14.001.REL01  
TMT.AOS.PDD.11.003.DRF01

TMT.AOS.DRD.11.006.DRF01

**Notes :**

- Develop a binding fixed-price quote for the fabrication design of the ENCL based on design descriptions provided at the preliminary design level.
- The fixed-price quote development should base on the cost to advance the preliminary design to final and fabrication design using the insulation panel construction proposed for the Port Prototype and thermal interface with the NFIRAOS Snout Prototype.
- The fixed-price quote development should assume the ENCL design requirements (thermal, mechanical and structural) are achieved by the preliminary design therefore no additional engineering analyses are required except directly for fabrication purposes. However, a fixed-price hourly rate should be provided if additional engineering analysis outside of fabrication purposes is required.
- At a minimum, the fixed-price quote shall contain cost breakdown at the subsystem level such as framework, insulation panels, input port, shutter and wiring bulkhead etc., as specified in the preliminary design documents.

**Deliverables Format**

Deliverables pertaining to documentation, designs and drawings etc, must be delivered in electronic format in English, in the appropriate format as determined by the NRC Project Authority

**Deliverables**

- Telecon kickoff meeting with project plan
  - Project plan must contain sufficient information to define work breakdown for all design, fabrication, integration and testing tasks required to execute the project Each scheduled task must contain its associated resource assignments and schedule duration, labour and procurement costs, processor and successor link-logic for the workflow. In addition, the key milestones must be clearly identified in the project plan according to the milestone schedule.
  - Project plan must be provided in either native file format of the project management software or PDF format.
- Telecon bi-weekly progress meetings with progress report
  - Progress report must be available one day prior to the bi-weekly progress meeting. This is a concise summary of the current status of the work in progress according to the project plan including description of the results achieved in the current period and planned work for the next period. In addition, the progress report must identify unresolved issues and problems, technical, programmatic and finance, that could potentially impact the project schedule and propose corrective actions to resolve and advance the project.
  - The progress report must be in MS Word or PDF format.
  - For the first bi-weekly of each month, up-to-date program information such as % complete, labour cost and procurement expenses must be available for reporting for each scheduled tasks in the project plan at the progress meeting for the purpose of earned-value calculations.
- Port Prototype thermal analysis report verifying the design requirements are met

- Design analysis report must contain sufficient engineering information for a technical reader to understand the design assumptions, engineer theories and analytical tool used to implement the design. The report must state the achieved design margin, e.g. factor of safety, limitations and uncertainties of the analysis with respect to the design requirements.
  - The design analysis must be calculated in SI Units and design analysis report must be in the native file format of the analytical software and PDF format.
- Port Prototype fabrication drawings and bill-of-materials
  - The fabrication drawings must follow established Canadian drawing standard and provided in the native CAD software format and PDF format.
  - The bill-of-materials must be in MS Excel format or PDF format.
- Port Prototype design verification and test plan
  - Design verification and test plan must tabulate the pass-or-fail methodology to verify the design and interface requirements, as supplied by NRC, and outline the proposed equipment and test setup to verified performance. Auxiliary information such as calibration certificates, equipment specifications and accuracy of the test equipment must be provided.
  - The design verification and test plan must be in MS Word or MS Excel format and PDF format.
- Prototype Cold Box design report including thermal analysis verifying the design requirements are met
  - Design analysis report must contain sufficient engineering information for a technical reader to understand the design assumptions, engineer theories and analytical tool used to implement the design. The report must state the achieved design margin, e.g. factor of safety, limitations and uncertainties of the analysis with respect to the design requirements.
  - The design analysis must be calculated in SI Units and design analysis report must be in the native file format of the analytical software and PDF format. .
- Prototype Cold Box fabrication drawings and bill-of-materials
  - The fabrication drawings must follow established Canadian drawing standard and provided in the native CAD software format and PDF format.
  - The bill-of-materials must be in MS Excel format or PDF format.
- Prototype Cold Box verification and test plan
  - Design verification and test plan must tabulate the pass-or-fail methodology to verify the design and interface requirements, as supplied by NRC, and outline the proposed equipment and test setup to verified performance. Auxiliary information such as calibration certificates, equipment specifications and accuracy of the test equipment must be provided.

- The design verification and test plan must be in MS Word or MS Excel format and PDF format.
- Fabrication readiness review
- Verification test reports
  - Verification test report must contain pass-or-fail assessment for every item listed in the verification and test plan, and, if required, schedule of remedial actions and retest plan for each assembly.
  - The verification test report must be in MS Word or MS Excel format and PDF format.
- Delivery of Port Prototype and Prototype Cold Box to NRC-Herzberg
- (At NRC option) ENCL fabrication design binding fixed price quote with basis of estimate information at the subsystem level
  - See Statement of Work description for the fixed price quote requirements
  - The fixed price quote must be in MS Word or MS Excel format and PDF format showing cost breakdown at the subsystem level.

#### **Other considerations**

1. Vendor shall identify cost and design drivers in the design and interface requirements for discussion at the bi-weekly progress meeting as soon as they are discovered during the design and analysis phase.
2. Unless explicit written permission is granted, vendor design shall use all design parameters as stated in the NRC design and interface requirement documents , ( as per the "LIST OF ATTACHMENTS", in Part 1 of the Solicitation).
3. The proposed work, including the NRC option, is the preamble of the construction, i.e. final design, fabrication and integration, of the NFIRAOS ENCL.

#### **Schedule of Key activities (following Date of Contract Award - Estimated)**

a. Kickoff meeting	2 weeks
b. Design and thermal analysis reports	3 months
c. Fabrication drawings and part lists	4 months
d. Verification and test plans	4 months
e. Fabrication readiness review	4-1/2
f. Factory acceptance test ( pre-shipment * )	6 months
g. Shipment received at NRC-Herzberg	6-1/2
h. Complete installation and integration	<b>TBD</b>

#### **\* Pre-shipment subject to following acceptance criteria :**

1. On site inspection by NRC of Port Prototype and Prototype Cold Box, indicates meets industry standard workmanship and quality to meet all specifications.
2. Verification that reports and data can be electronically read in formats specified under deliverables above.

Solicitation No. - N° de l'invitation  
31034-149492/A  
Client Ref. No. - N° de réf. du client  
31034-149492

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VIC-4-37074

Buyer ID - Id de l'acheteur  
vic250  
CCC No./N° CCC - FMS No./N° VME

3. Reports and results are of industry standard quality and detail, such that there is an assurance that the Port Prototype and Prototype Cold Box met all specifications.

## ANNEX B - BASIS OF PAYMENT / SCHEDULE OF MILESTONES ( Phase 1)

Milestone No.	Description	% of total Bid price	Firm Amount CAD\$	Due Date
1	<b>Completion of activities a,b,c</b>  <b>Note: bid price includes travel expenses</b> for up to two of the Contractor's personnel to attend two (2) separate visits to NRC – Victoria BC ( over for a total period up to 5 on-site full working days), <b>AND including travel expenses for complete on-site integration NRC -Victoria.</b>	20%		On or before 4 months following contract award ( estimated) or Contractor's best Date of _____.
2	<b>Completion of activities d, e, f</b>  <b>Note: NRC is responsible</b> for all costs to travel to Contractor's site to review Contractor's Factory acceptance test results and inspect deliverables	40%		On or before 6 months following contract award (estimated) or Contractor's best Date of _____.
3	<b>Completion of activities: g</b>  <b>Note: bid price includes</b> Includes all delivery and insurance costs	35%		On or before 6.5 months following contract award ( estimated) or Contractor's best Date of _____.
4	<b>Completion of Activities: h</b>  Final Acceptance of installation/integration	5%		On or Before March 31 2015

**Total EVALUATED BID PRICE (GST Extra as applicable)**

### Additional Expenses

#### i) Travel

Travel for additional services beyond the scope of the tender and requested by NRC, shall be invoiced as per the following.

The Contractor will be reimbursed for the authorized travel and living expenses reasonable and properly incurred in the performance of the work, at cost without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendix B, C, D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to

Solicitation No. - N° de l'invitation  
31034-149492/A  
Client Ref. No. - N° de réf. du client  
31034-149492

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VIC-4-37074

Buyer ID - Id de l'acheteur  
vic250  
CCC No./N° CCC - FMS No./N° VME

"travellers", rather than those referring to "employees". [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tbm\\_113/menu-travel-voyage-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp)

All Travel must have the prior authorization of the Project Authority. All Payments are subject to government audit.

**ii) Additional Labour**

Labour for additional services beyond the scope of the tender and requested by NRC, shall be invoiced as per the following rates:

Project Man \$\_\_\_\_\_ / hourly

Sen Engineer \$\_\_\_\_\_ / hourly

Engineer \$\_\_\_\_\_ / hourly

Technologist \$\_\_\_\_\_ / hourly

Note: The cost for additional expenses as per i) and ii) above shall **not** be included in the Financial Evaluation.

## ANNEX C - Contractor Disclosure of Foreground Information

### CONTRACTOR DISCLOSURE OF FOREGROUND INFORMATION

Please refer to **Article 1 - Interpretation of 2040 General Conditions** for the definition of Foreground Information to determine what information must be disclosed.

The Contractor must provide the following information:

1. Contract No.:
2. What is the descriptive title of the FIP (Foreground Intellectual Property)?
3. Abbreviated description of the FIP and, if applicable, of the different systems and subsystems.
4. What is or was the objective of the project?
5. Explain how the FIP meets the objective of the project (for example: the advantage of the new solution, what problem did the FIP resolve or what benefits did the FIP deliver).
6. Under which category(ies) would you best describe the FIP and why: Patents, Inventions, Trade Secrets, Copyright, Industrial Designs, Rights in Integrated Circuit Topography, Know-how, Other?
7. Describe the features or aspects of the FIP that are novel, useful and not obvious.
8. Has the FIP been tested or demonstrated? If yes, please summarise the results.
9. Has any publication or disclosure to others been made? If so, to whom, when, where and how?
10. Provide names and addresses of the inventors.
11. Provide an explicit and detailed description of the FIP developed during the contract (Refer to pertinent section of the technical report, if necessary).

Please specify name and position of person approving / authorizing this disclosure. This person is to sign and date the disclosure.

Signature Date  
Name Title

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Signature Date

Name Title (Technical authority)



Solicitation No. - N° de l'invitation  
31034-149492/A  
Client Ref. No. - N° de réf. du client  
31034-149492

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VIC-4-37074

Buyer ID - Id de l'acheteur  
vic250  
CCC No./N° CCC - FMS No./N° VME

## ANNEX D - NON - DISCLOSURE AGREEMENT

I \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to **Solicitation No 31034-149492/A** between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the solicitation

No 31034-149492/A and any resultant Contract(s).

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Signature / Print

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Date

## ANNEX E - TECHNICAL EVALUATION CRITERIA

Bidders who do not meet these mandatory criteria will be deemed non-responsive.

Technical Evaluation Criteria is applicable to provide the work required under Phase 1 and may be considered acceptable for subsequent phases.

Mandatory Technical Criteria	Evaluation Scale	Notes:
<b>1.0 Equipment/Infrastructure</b>  Bidders must demonstrate they have a <b>refrigerant supply, appropriate equipment and facilities</b> to complete the design, fabrication and testing of the elements detailed in <b>the NRC Documents list</b> TMT.AOS.DRD.14.001.REL01, TMT.AOS.ICD.14.001.REL01, TMT.AOS.PDD.11.003.DRF01, TMT.AOS.DRD.11.006.DRF01	Mandatory	Bidders are to include a <b>comprehensive list of equipment / facilities in their proposal.</b>
<b>2.0 Regulatory Compliance</b>  Bidders must show that they are in compliance with any applicable provincial or federal regulations pertaining to working with Refrigerants and/or other materials required to complete the design, fabrication and testing of the elements detailed in <b>the NRC Documents list</b> TMT.AOS.DRD.14.001.REL01, TMT.AOS.ICD.14.001.REL01, TMT.AOS.PDD.11.003.DRF01, TMT.AOS.PDD.11.003.DRF01	Mandatory	The bidders proposal <b><u>must include</u></b> the appropriate licenses and documentation
<b>3.0 RESOURCES PROPOSED</b>  Provide a list of the <b>key personnel</b> (and CVs) that will be assigned to the project.	Mandatory	The CVs must clearly demonstrate that the proposed resources can perform the requirements called for in the statement of work.  Bidders shall include an estimated breakdown of resources proposed.  (I.e Project Manager 20% , Senior Engineer 20%, Engineer 40%, technologist 20%)

## POINT RATED TECHNICAL CRITERIA

Max = maximum number of points; Min = mandatory passing mark

Point Rated Technical Criteria	Evaluation Scale	Max	Min
<b>1.0 Technical Proposal</b>			
<p><b>1.1 Understanding of the 'Statement of Work'</b></p> <p>The bidder should demonstrate its understanding of the 'Statement of Work' by providing in its own words a convincing demonstration of its understanding of the context, scope and objectives of the resulting contract. The demonstrated understanding of the context, scope and objectives should be complete and should not be limited to the description of the statement of work.</p> <p>The understanding of the three elements (context, scope and objectives) will be evaluated independently. The score given will be the average of the individual scores for the three elements.</p> <p>Example of calculation : The score of the bidder is as follows : - 15 points for context - 12 points for scope - 6 points for objectives The total score of the bidder is (15+12+6)/3 = 11 points</p>	<p>EXCELLENT – 15 pts VERY GOOD – 12 pts GOOD – 9 pts ACCEPTABLE – 6 pts WEAK – 3 pts INADEQUATE – 0 point</p> <p>Please note that the definition of each element of the evaluation scale is available at the end of this attachment.</p>	<b>15</b>	<b>9</b>
<p><b>2.0 Bidder's Experience</b></p> <p>The bidder should demonstrate its experience by describing past projects which pertains to the following information:</p> <ol style="list-style-type: none"> <li>the topic, the context, the objectives and the scope of the project,</li> <li>the project periods (exact month and year of the beginning and exact month and year of the end),</li> <li>the exact dates of the involvement of the bidder in the project,</li> <li>the role(s) of the bidder in the project (prime contractor, subcontractor, etc.),</li> <li>the budget,</li> <li>the name of the client ,</li> <li>the number of resource (equivalent of full-time employee)involved in the project for each year of the project,</li> <li>any other relevant information.</li> </ol> <p>A project will be considered by the evaluation team only if the bidder demonstrates that the project involved the equivalent of at least one full time employee working on the project for at least one year and meet the related criterion.</p>			
<b>2.1 Bidder's experience in performing projects in a field related to the statement of work.</b>			
<p><b>2.1.1</b></p> <p>Bidder's experience in performing projects in a field related to the <i>Design of <u>actively</u> cooled insulating panels and / or facilities , and <u>passively</u> cooled devices :</i></p>	<p>EXCELLENT – 15 pts VERY GOOD – 12 pts GOOD – 9 pts</p>	<b>15</b>	<b>6</b>

<p>To be awarded Points in this section, requires up to 3 recent projects , within the last 7 years and at a minimum shall outline the following:</p> <p>At a minimum, examples should outline the mechanical design elements and materials selected, CAD tools used, describe any relevant load, deflection or thermal analysis performed and include overall control parameters such as temperature range (i.e. degrees Celsius per hour) or relevant design features such as pressure release mechanisms, etc.</p>	<p>ACCEPTABLE – 6 pts WEAK – 3 pts INADEQUATE – 0 point</p> <p>Please note that the definition of each element of the evaluation scale is available at the end of this attachment.</p>		
<p><b>2.1.1.1 ( no minimum score)</b> The dollar value of each project referenced in 2.1.1, shall be stated separately. Points will be calculated based on the total dollar value of the projects ( up to a maximum of 3 projects )</p> <p>Example of calculation : The score of the bidder is as follows :</p> <ul style="list-style-type: none"> <li>• &gt;\$300K = 5pts,</li> <li>• \$225K - \$300K = 4pts</li> <li>• \$150K - \$225K = 3pts</li> <li>• \$75K - \$150K = 2pts</li> <li>• \$25K - \$75K = 1pts</li> <li>• &lt;\$25K = 0pts</li> </ul>		5	No min
<p><b>2.2.1</b> Bidder's experience in performing projects in a field related to the <b><i>Fabrication of Composite paneling for <u>actively cooled structures and <u>passively cooled devices</u></u></i></b></p> <p>To be awarded Points in this section, requires up to 3 recent projects , within the last 7 years and at a minimum shall outline the following:</p> <p>At a minimum, examples should demonstrate the materials and fabrication equipment used during the process, the precision of the required assembly work as well as the end performance.</p>	<p>EXCELLENT – 15 pts VERY GOOD – 12 pts GOOD – 9 pts ACCEPTABLE – 6 pts WEAK – 3 pts INADEQUATE – 0 point</p> <p>Please note that the definition of each element of the evaluation scale is available at the end of this attachment.</p>	15	6
<p><b>2.2.1.1 ( no minimum score)</b> The dollar value of each project referenced in 2.2.1, shall be stated separately. Points will be calculated based on the total dollar value of the projects ( up to a maximum of 3 projects )</p> <p>Example of calculation : The score of the bidder is as follows :</p>		5	No min

<p>&gt;\$300K = 5pts, \$225K - \$300K = 4pts \$150K - \$225K = 3pts \$75K - \$150K = 2pts \$25K - \$75K = 1pts &lt;\$25K = 0pts</p>			
<b>3.0 Management proposal</b>			
<p><b>3.1 Personnel and task management method</b> The bidder should describe the method and tools to be used to manage its personnel, in terms of contingency management, availability of resources, and work overload in the context completing the work under the contract.</p>			
<p><b>3.1.1 Management method:</b> The management method described by the bidder should be realistic and take into account each of the following elements: contingency management, availability of proposed resources, work overload, and the potential unpredictable context specific to research and development contracts.</p>	<p>EXCELLENT – 8 pts VERY GOOD – 6 pts GOOD – 4 pts ACCEPTABLE – 2 pts WEAK – 1 pt INADEQUATE – 0 Pt</p> <p>Please note that the definition of each element of the evaluation scale is available at the end of this attachment.</p>	<b>8</b>	<b>4</b>
<p><b>3.1.2 Tools used:</b> The bidder should describe the planning and control tools that will be used to enable an efficient management methodology.</p>	<p>EXCELLENT – 8 pts VERY GOOD – 6 pts GOOD – 4 pts ACCEPTABLE – 2 pts WEAK – 1 pt INADEQUATE – 0 Pt</p> <p>Please note that the definition of each element of the evaluation scale is available at the end of this attachment.</p>	<b>8</b>	<b>2</b>
<p><b>3.2 Work plan and schedule development method</b> The bidder should describe its proposed work plan and schedule development method and demonstrate</p>			

its effectiveness.			
<b>3.2.1 Work plan and schedule development method</b>  <b>The bidder should describe its proposed work plan and schedule development method.</b> The bidder should describe how its work plan and schedule development method take into account the risk elements of the project and the unpredictable nature of a research and development contract.	EXCELLENT – 8 pts VERY GOOD – 6 pts GOOD – 4 pts ACCEPTABLE – 2 pts WEAK – 1 pt INADEQUATE – 0 pt  Please note that the definition of each element of the evaluation scale is available at the end of this attachment.	8	2
<b>3.2.2 Demonstration of Effectiveness:</b>  <b>The bidder should clearly demonstrate that its work plan and schedule development method has been successfully applied and tested in previous projects.</b>	EXCELLENT – 8 pts VERY GOOD – 6 pts GOOD – 4 pts ACCEPTABLE – 2 pts WEAK – 1 pt INADEQUATE – 0 pt  Please note that the definition of each element of the evaluation scale is available at the end of this attachment.	8	4
<b>3.3 Quality control Process and Workflow management method.</b> The bidder should describe its management method for overseeing the progress of the work and compliance with deadlines. It should also describe its quality control process and the tools to be used to ensure that deliverables meet requirements. Furthermore, it should demonstrate clearly and beyond a reasonable doubt that this method has been tested and shown to be effective in previous projects.			
<b>3.3.2 Quality control process:</b> The bidder should describe its quality control process that should at least include:  1. Verification and validation of work performed 2. Validation of compliance with the client's requirements 3. Identification of future elements requiring improvement	EXCELLENT – 8 pts VERY GOOD – 6 pts GOOD – 4 pts ACCEPTABLE – 2 pts WEAK – 1 pt	8	2

<p>The bidder should clearly demonstrate that quality control process have been successfully applied and tested in previous projects.</p>	<p>INADEQUATE – 0 pt</p> <p>Please note that the definition of each element of the evaluation scale is available at the end of this attachment.</p>		
<p><b>4. Packaging for Shipping Methodology</b>          Bidder should demonstrate methodology to ensure the adequate packaging / crating to protect the contents from damage in the course of handling/shipping and should include photos of examples packaging/crating used in previous shipments.</p>	<p>EXCELLENT – 8 pts          VERY GOOD – 6 pts          GOOD – 4 pts          ACCEPTABLE – 2 pts          WEAK – 1 pt          INADEQUATE – 0 pt</p> <p>Please note that the definition of each element of the evaluation scale is available at the end of this attachment.</p>	<p><b>8</b></p>	<p><b>2</b></p>

### Evaluation grid for qualitative criteria

INADEQUATE	WEAK	ACCEPTABLE	GOOD	VERY GOOD	EXCELLENT
Did not submit information which could be evaluated or inadequate information submitted.	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates expert understanding of the requirements
.....	Weaknesses cannot be corrected or doubtful that weaknesses can be corrected.	Generally, there is a good chance that weaknesses can be easily corrected.	Weaknesses can be easily corrected.	No significant weaknesses.	No apparent weaknesses
.....	Poor; insufficient to meet performance requirements or little capability to meet performance requirements.	Minimum acceptable capability, should meet minimum performance.	Satisfactory capability, should ensure effective results.	Very satisfactory capability, should ensure very effective results.	Superior capability, should ensure superior results



## Claim for Progress Payment Demande de paiement progressif

*If necessary, use form PWGSC-TPSGC 1112 to record detail costs  
Si nécessaire, utiliser le formulaire PWGSC-TPSGC 1112 pour inscrire les coûts détaillés*

Contractor's Name and Address Nom et adresse de l'entrepreneur	Claim No. N° de la demande	Date (YY-MM-DD - AA-MM-JJ)	Contract Price - Prix contractuel
	File No. - N° du dossier		Contract Serial No. N° de série du contrat
Contractor's Procurement Business Number (PBN) Numéro d'entreprise-approvisionnement (NEA) de l'entrepreneur		Financial Code(s) - Code(s) financier(s)	
Contractor's Report of Work Progress (if needed, use additional sheets) Compte rendu de l'avancement des travaux par l'entrepreneur (si nécessaire, utiliser des feuilles supplémentaires)			

Period of work covered by the claim Période des travaux visée par la demande ▶		Current Claim Demande courante		Previous Claims Demandes précédentes		Total to Date Total à date  (A + B)
		(A)	Tax Rate Taux de taxe	(B)	Tax Rate Taux de taxe	
<b>Description:</b> (Expenditures must be claimed in accordance with the basis and/or method of payment of the contract) <b>Description :</b> (Les dépenses doivent être réclamées conformément à la base de paiement et (ou) à la méthode de paiement du contrat).			%		%	
			%		%	
			%		%	
			%		%	
			%		%	
			%		%	
			%		%	
			%		%	
			%		%	
			%		%	
			%		%	
			%		%	
Contractor's GST No. N° de TPS de l'entrepreneur		Subtotal Sous-total				
Goods and Services Tax (GST) / /Harmonized Sales Tax (HST) Taxe sur les produits et services (TPS) / Taxe de vente harmonisée (TVH)						
Total						
Less holdbacks on expenditures only (GST/HST excluded) Moins les retenues sur les dépenses uniquement (TPS/TVH en sus)						

Total Amount of Claim (including GST/HST included)  
Montant total de la demande (TPS/TVH incluse)

Percentage of the work completed Pourcentage des travaux achevés	%	Current Claim Demande courante	►	Amount due Montant dû
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Claim No.  
N° de la demande

Contract Serial No.  
N° de série du contrat

## CERTIFICATE OF CONTRACTOR

### I certify that:

- All authorizations required under the contract have been obtained. The claim is consistent with the progress of the work and is in accordance with the contract.
- Indirect costs have been paid for or accrued in the accounts.
- Direct materials and the subcontracted work have been received, accepted and either paid for or accrued in the accounts following receipt of invoice from supplier/subcontractor, and have been or will be used exclusively for the purpose of the contract.
- All direct labour costs have been paid for or accrued in the accounts and all such costs were incurred exclusively for the purpose of the contract;
- All other direct costs have been paid for or accrued in the accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the contract; and
- No liens, encumbrances, charges or other claims exist against the work except those which may arise by operation of law such as a lien in the nature of an unpaid contractor's lien and in respect of which a progress payment and/or advance payment has been or will be made by Canada.

Contractor 's Signature - Signature de l'entrepreneur

Check the box if the claim is being made with respect to advance payment provisions included in the basis of payment of the contract.

☐

This claim, or a portion of this claim, is for an advance payment.

### I certify that:

- The funds received will be used solely for the purpose of the contract and attached is a complete description of the purpose to which the advance payment will be applied.
- The amount of the payment is established in accordance with the conditions of the contract.
- The contractor is not in default of its obligations under the contract.
- The payment is related to an identifiable part of the contractual work.

Contractor 's Signature - Signature de l'entrepreneur

## CERTIFICATES OF DEPARTMENTAL REPRESENTATIVES

**Scientific/Project/Inspection Authority:** I certify that the work meets the quality standards required under the contract, and its progress is in accordance with the conditions of the contract.

**Inspection Authority (all other contracts):** I certify that the quality of the work performed is in accordance with the standards required under the contract.

Signature of Scientific / Project / Inspection Authority  
Signature de l'autorité scientifique ou responsable du projet / de l'inspection

**PWGSC Contracting Authority:** I certify that, to the best of my knowledge, the claim is consistent with the progress of the work and is in accordance with the contract. This claim, however, may be subject to further verification and any necessary adjustment before final settlement.

Contracting Authority Signature de l'autorité contractante

**Client's Authorized Signing Officer - (must sign the interim claim):** I certify that the claim is in accordance with the contract.

Client Signature du client

**Client's Authorized Signing Officer - (must sign the final claim):** I certify that all goods have been received and all services have been rendered, that the work has been properly performed and that the claim is in accordance with the contract.

Client Signature du client

## ATTESTATION DE L'ENTREPRENEUR

### J'atteste que :

- Toutes les autorisations exigées en vertu du contrat ont été obtenues. La demande correspond à l'avancement des travaux et est conforme au contrat.
- Les coûts indirects ont été réglés ou portés aux livres.
- Les matières directes et les travaux de sous-traitance ont été reçus, et le tout a été accepté et payé, ou encore porté aux livres après réception de factures envoyées par le fournisseur ou le sous-traitant; ces matières et ces travaux ont été ou seront utilisés exclusivement aux fins du contrat.
- Tous les coûts de la main-d'oeuvre directe ont été réglés ou portés aux livres et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Tous les autres coûts indirects ont été réglés ou portés aux livres après réception des factures ou pièces justificatives pertinentes et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Il n'existe aucun privilège ni demande ou imputation à l'égard de ces travaux sauf ceux qui pourraient survenir par effet de la loi, notamment le privilège d'un entrepreneur non payé à l'égard duquel un paiement progressif et/ou un paiement anticipé a été ou sera effectué par le Canada.

Title - Titre

Date

Cocher la case si la demande est faite en rapport avec les dispositions relatives aux paiements anticipés qui se trouvent dans la base de paiement du contrat.

Cette demande, ou une partie de cette demande, est pour un paiement anticipé.

### J'atteste que :

- Les fonds reçus ne serviront uniquement qu'aux fins du contrat; ci-joint est une description complète des fins auxquelles le paiement anticipé sera utilisé.
- Le montant du paiement est établi conformément aux conditions du contrat.
- L'entrepreneur n'a pas manqué à ses obligations en vertu du contrat.
- Le paiement porte sur une partie identifiable des travaux précisés dans le contrat.

Title - Titre

Date

## ATTESTATIONS DES REPRÉSENTANTS DU MINISTÈRE

**Autorité scientifique ou responsable du projet / de l'inspection :** J'atteste que les travaux sont conformes aux normes de qualité exigées en vertu du contrat et que leur avancement est conforme aux conditions du contrat.

**Responsable de l'inspection (tous les autres contrats) :** J'atteste que la qualité des travaux exécutés est conforme aux normes exigées en vertu du contrat.

**Autorité contractante de TPSGC :** J'atteste, au meilleur de ma connaissance, que la demande correspond à l'avancement des travaux et est conforme au contrat. Toutefois, cette demande pourrait faire l'objet d'une autre vérification et de tout rajustement nécessaire avant le règlement final.

Title - Titre

Date

**Signataire autorisé du client - (doit signer la demande provisoire) :** J'atteste que la demande est conforme au contrat.

Title - Titre

Date

**Signataire autorisé du client - (doit signer la demande finale) :** J'atteste que tous les biens ont été reçus, que tous les services ont été rendus, que tous les travaux ont été exécutés convenablement, et que la demande est conforme au contrat.

Title - Titre

Date