



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NF

A1C 5T2

Bid Fax: (709) 772-4603

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

### Comments - Commentaires

### Vendor/Firm Name and Address

### Raison sociale et adresse du

### fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

PWGSC / TPSGC - Nfld. Region

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NF

A1C 5T2

<b>Title - Sujet</b> NRC-Security Fencing	
<b>Solicitation No. - N° de l'invitation</b> 31234-196756/A	<b>Date</b> 2018-12-17
<b>Client Reference No. - N° de référence du client</b> 31234-196756	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$OLZ-014-7235	
<b>File No. - N° de dossier</b> OLZ-8-41144 (014)	<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 2019-01-28</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Newfoundland Standard Time NST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Peach, Ryan	<b>Buyer Id - Id de l'acheteur</b> olz014
<b>Telephone No. - N° de téléphone</b> (709) 772-4754 ( )	<b>FAX No. - N° de FAX</b> (709) 772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> NATIONAL RESEARCH COUNCIL CANADA KERWIN PLACE AND ARCTIC AVE. P.O.BOX 12093 STN A ST JOHNS Newfoundland and Labrador A1B3T5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1.1.1 There is no security requirement applicable to the Contract

### **1.2 Statement of Requirement**

The requirement is detailed under Annex "A" of the resulting contract clauses.

### **1.3 Debriefings**

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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

### **1.5 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

The email address for e-post registration is [ARBidReceivingNL@pwgsc.gc.ca](mailto:ARBidReceivingNL@pwgsc.gc.ca).

**\*\*Note – Bids/Offeres will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.**

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 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) (<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](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### **2.2 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.

Ryan Peach  
Supply Officer  
Public Services and Procurement Canada  
The John Cabot Building  
10 Barter's Hill, St. John's, NL A1C 5T2

or

Electronic submissions may be sent to: PWGSC Bid Receiving Unit in Newfoundland and Labrador:  
[TPSGC.RAReceptionSoumissionsTNL-ARBidReceivingNL.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RAReceptionSoumissionsTNL-ARBidReceivingNL.PWGSC@tpsgc-pwgsc.gc.ca)

**Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.**

Or

Facsimile submissions may be faxed to:

(709) 772-4603

Solicitation No. - N° de l'invitation  
31234-196759/A  
Client Ref. No. - N° de réf. du client  
31234-196756

Amd. No. - N° de la modif.  
File No. - N° du dossier  
OLZ.8.41144

Buyer ID - Id de l'acheteur  
olz014  
CCC No./N° CCC - FMS No./N° VME

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### 2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

### 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **NEWFOUNDLAND AND LABRADOR**.

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

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

### **3.1 Bid Preparation Instructions**

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

- Section I: Technical Bid (2 hard copies)
- Section II: Financial Bid (1 hard copies)
- Section III: Certifications (1 hard copies)
- Section IV: Additional Information

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

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

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

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

Bidders must submit their financial bid in accordance with the Basis of Payment – Annex “B”. The total amount of Applicable taxes must be shown separately.

##### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

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

Bidders must submit the certifications and additional information required under Part 5.

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

### **4.1 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.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

A bid must comply with Annex "A" – Requirement to be declared responsive.

#### **4.1.2 Financial Evaluation**

*SACC Manual Clause [A0222T](#) (2014.06.26), Evaluation of Price - Canadian / Foreign Bidders*

*SACC Manual Clause [C2000C](#) (2007-11-30), Taxes - Foreign-based Contractor*

### **4.2 Basis of Selection**

#### **4.2.1 Mandatory Technical Criteria**

*SACC Manual Clause (A0031T) (2010-08-16) - Mandatory Technical Criteria*

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.



## **5.2.3 Additional Certifications Precedent to Contract Award**

### **5.2.3.1 Workers Compensation – Letter of Good Standing**

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

The Bidder must provide, within three (3) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

### **5.2.3.3 Rate or Price Certification**

The bidder must provide, on Canada's request, one or more of the following price support, if applicable.

- a. a current published price list indicating the percentage discount available to Canada; or
- b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

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

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

### **6.1 Security Requirements**

**6.1.1** There is no security requirement applicable to this Contract.

### **6.2 Requirement**

The Contractor must provide the items detailed under the 'Requirement' at Annex "A".

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

[2010A](#) (2018.06.21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

2010C (2018.06.21), General Conditions – Services (Medium Complexity), apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Delivery Date**

The supply and install are asked to be completed 8 weeks from contract award. Please provide your best delivery date\_\_\_\_\_

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Ryan Peach  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Science, Professional Services and Marine  
Address: 10 Barter's Hill, St. John's  
  
Telephone: 709 772-4754  
Facsimile: 709-772-4603  
E-mail address: ryan.peach@pwgsc.gc.ca

Solicitation No. - N° de l'invitation  
31234-196759/A  
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Amd. No. - N° de la modif.  
File No. - N° du dossier  
OLZ.8.41144

Buyer ID - Id de l'acheteur  
olz014  
CCC No./N° CCC - FMS No./N° VME

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

### 6.5.2 Project Authority (to be completed upon award)

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative (to be completed by the bidder)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

## 6.6 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.

## 6.7 Payment

### 6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" – Basis of Payment for a cost of \$ \_\_\_\_\_  
(inserted at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

#### **6.7.2 Limitation of Price**

SACC Manual clause C6000C (2017-08-17) Limitation of Price

#### **6.7.3 Single Payment**

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

#### **6.7.4 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **6.8 Invoicing Instructions**

H5001C Invoicing Instructions (2008-12-12)

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **6.9 Certifications and Additional Information**

##### **6.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **NEWFOUNDLAND AND LABRADOR**.

## 6.11 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 2010A – General Conditions – Goods – Medium Complexity
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment
- (e) Annex C, Mandatory Technical Criteria
- (f) Annex D, Electronic Payment Instruments
- (g) Annex E, Integrity Provisions – List of Names
- (h) The Contractor's bid dated \_\_\_\_\_

## 6.12 SACC Manual Clauses

SACC Manual Clause B1006C (2014-06-26), Condition of Material - Contract

SACC Manual Clause A3015C (2014-06-26), Certifications

## 6.13 Insurance and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## 6.14 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within five (5) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 6.15 Procedures for Design Change or Additional Work

These procedures must be followed for any design change or additional work.

1. When Canada requests design change or additional work:
  - a. The Technical Authority will provide the Contracting Authority with a description of the design change or additional work in sufficient detail to allow the Contractor to provide the following information:
    - i. any impact of the design change or additional work on the requirement of the Contract;
    - ii. a price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the form [PWGSC-TPSGC 1686](#), Quotation for Design Change or Additional Work, or the form [PWGSC-TPSGC 1379](#) (PDF 56KB) - ([Help on File Formats](#)) Work Arising or New Work.
    - iii. a schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule.
  - b. The Contracting Authority will then forward this information to the Contractor.
  - c. The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.
2. When the Contractor requests design change or additional work:
  - a. The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada.
  - b. The Contracting Authority will forward the request to the Technical Authority for review.
  - c. If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed.
  - d. The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.
3. Approval

The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

## 6.16 SACC Manual Clauses

SACC Manual Clause [B7500C](#) 2006-06-16 Excess Goods  
SACC Manual Clause [B1501C](#) 2018-06-21 Electrical Equipment  
SACC Manual Clause [A9065C](#) 2006-06-16 Identification Badge  
SACC Manual Clause [A9019C](#) 2011-05-16 Hazardous Waste Disposal  
SACC Manual Clause [A9068C](#) 2010-01-11 Government Site Regulations  
SACC Manual Clause [A9055C](#) 2010-08-16 Scrap and Waste Material

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
OLZ.8.41144

Buyer ID - Id de l'acheteur  
olz014  
CCC No./N° CCC - FMS No./N° VME

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### **ANNEX "A" – Requirement**

The National Research Council of Canada has a requirement for the supply and install of safety fencing and gates. To be compliant, the bidder must meet all mandatory requirements listed in Annex "A" - Requirement.

All goods are to be delivered DDP:

National Research Council Canada  
Memorial University  
1 Arctic Avenue, PO Box 12093  
St. John's NL A1B 3T5  
Canada

**Important: To be deemed responsive, bidders must meet the mandatory technical criteria. It is not acceptable to simply say your proposed product(s) meets each of the mandatories. In a technical bid document, bidders must demonstrate how their product(s) meet each of the following:**

1. 84 in Gate: - Double Swing Gate, 84" clear opening width, 86" c/c posts, outwards opening, 8' high. Safety Yellow posts, black mesh panels.

Compliant\_\_\_\_\_ Non-compliant\_\_\_\_\_

2. OEB NW Tunnel Gate: - Tunnel Gate, 106" clear opening width, opening at left, 108" c/c posts width, 8' high.  
- One 106" w x 96" h robotic machine guarding mesh. Safety Yellow posts, black mesh panel.

Compliant\_\_\_\_\_ Non-compliant\_\_\_\_\_

3. OEB-TT Tunnel Gate: -Tunnel Gate, 94" clear opening width, 96" c/c posts width, opening at Left, 8' high.  
- One 96" w x 96" h robotic machine guarding mesh panel, Safety Yellow posts, black mesh panel.

Compliant\_\_\_\_\_ Non-compliant\_\_\_\_\_

4. TT/OEB Bi-Parting Tunnel Gate: - Bi-Parting Tunnel Gate, 192" clear opening width, 8' high.  
- One 96" w x 96" h robotic machine guarding mesh panel, 96" c/c posts, Safety Yellow posts, black mesh panels.  
- One 72" w x 96" h robotic machine guarding mesh panel 72" c/c posts, Safety Yellow posts, black mesh panels.

Compliant\_\_\_\_\_ Non-compliant\_\_\_\_\_

5. OEB-TT Wall: - 11 line posts  
- 12 - 8' w x 8' h standard 2"x2" robotic machine guarding mesh panels (24 x P-MG-2x2-P084), (96" C/C posts width) Safety Yellow posts, black mesh panels.

Compliant\_\_\_\_\_ Non-compliant\_\_\_\_\_

6. TT SE Tunnel Gate: - Tunnel Gate, 70" clear opening width, opening at right, 8' high,  
- One 60" w x 96" h robotic machine guarding mesh panel, 60: c/c posts, corner post for left end post. Safety Yellow posts, black mesh panels.

Compliant\_\_\_\_\_ Non-compliant\_\_\_\_\_

7. TT East Railing System: - Custom Sized 2-Rail Sliding Gate  
- one 144" w sliding gate, 120" opening, 122.5" c/c post, Safety Yellow posts and rails

Compliant\_\_\_\_\_ Non-compliant\_\_\_\_\_



8. TT East Railing System: - Custom Sized 2-Rail Sliding Gate  
- one 174" w sliding gate, 153" opening, 155.5" c/c post, Safety Yellow posts  
and rails

Compliant\_\_\_\_\_ Non-compliant\_\_\_\_\_

9. TT East Railing System: - 2-Rail Handrail (MR2)  
- Standard handrail – 42"  
- 173" c/c total length (4 equal sections – 5 posts)  
- No kickplate.  
- Connection to concrete flooring  
- Safety Yellow Posts and Rails

Compliant\_\_\_\_\_ Non-compliant\_\_\_\_\_

10. 84 in Gate: - Double Swing Gate, 84" clear opening width, 86" c/c posts, outwards opening, 8' high.  
Safety Yellow posts, black mesh panels.

Compliant\_\_\_\_\_ Non-compliant\_\_\_\_\_

11. 84 in Gate: - Double Swing Gate, 84" clear opening width, 86" c/c posts, outwards opening, 8' high.  
Safety Yellow posts, black mesh panels.

Compliant\_\_\_\_\_ Non-compliant\_\_\_\_\_

12. 84 in Gate: - Double Swing Gate, 84" clear opening width, 86" c/c posts, outwards opening, 8' high.  
Safety Yellow posts, black mesh panels.

Compliant\_\_\_\_\_ Non-compliant\_\_\_\_\_

13. OEB Deck Sliding Gate: - 2 rail sliding gate, 36" Opening, 60" actual gate width.  
- 3 post, 2-rail railing section, 69.5" outside post dimension.  
- Outside post to be wall post.  
- Additional wall post req'd to carry sliding gate.

Compliant\_\_\_\_\_ Non-compliant\_\_\_\_\_

14. OEB Deck Sliding Gate: - 2 rail sliding gate, 36" Opening, 60" actual gate width.  
- 3 post, 2-rail railing section, 69.5" outside post dimension.  
- Outside post to be wall post.  
- Additional wall post req'd to carry sliding gate.

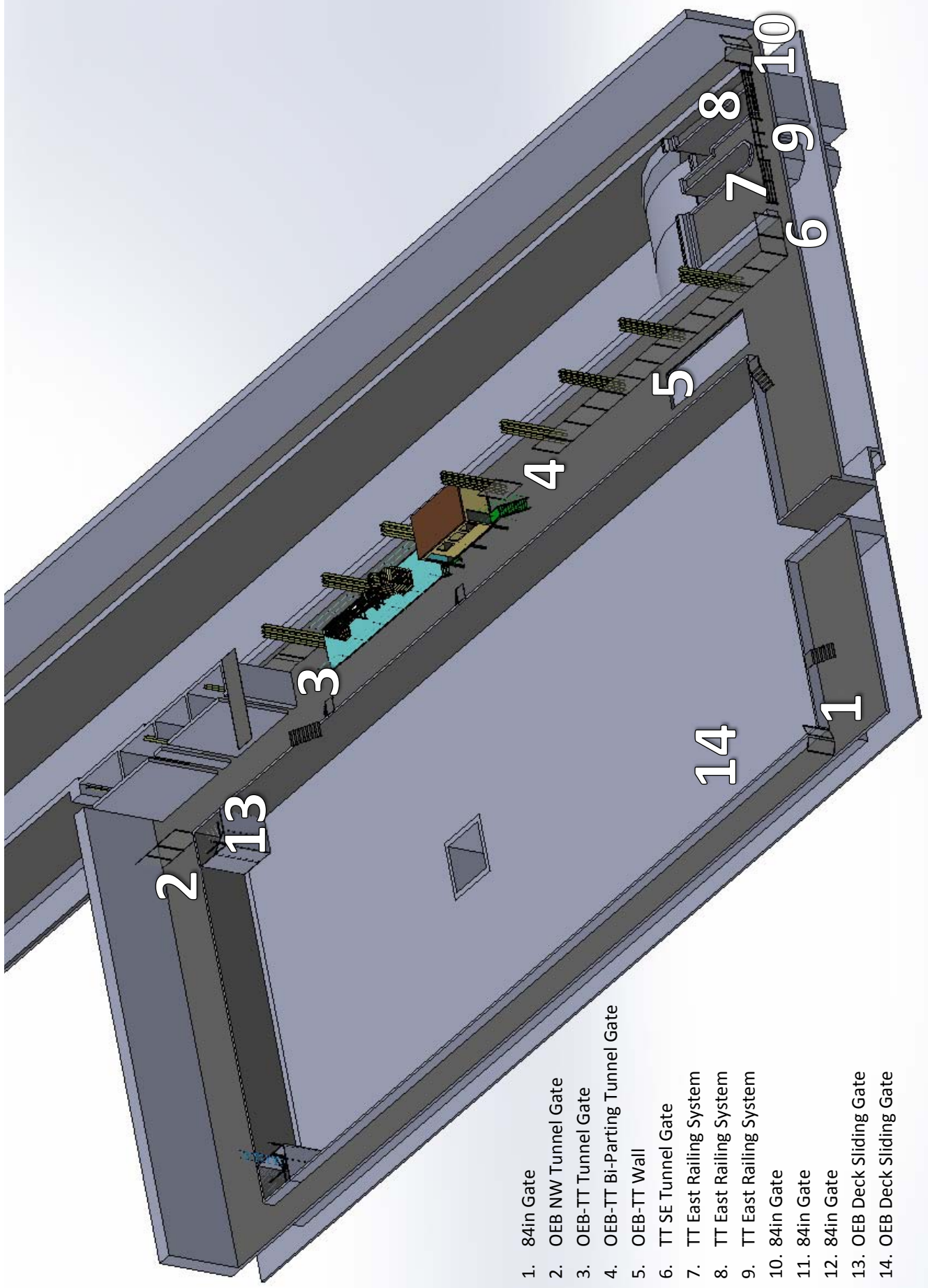
Compliant\_\_\_\_\_ Non-compliant\_\_\_\_\_

15. 4 – 24" safety swing gates

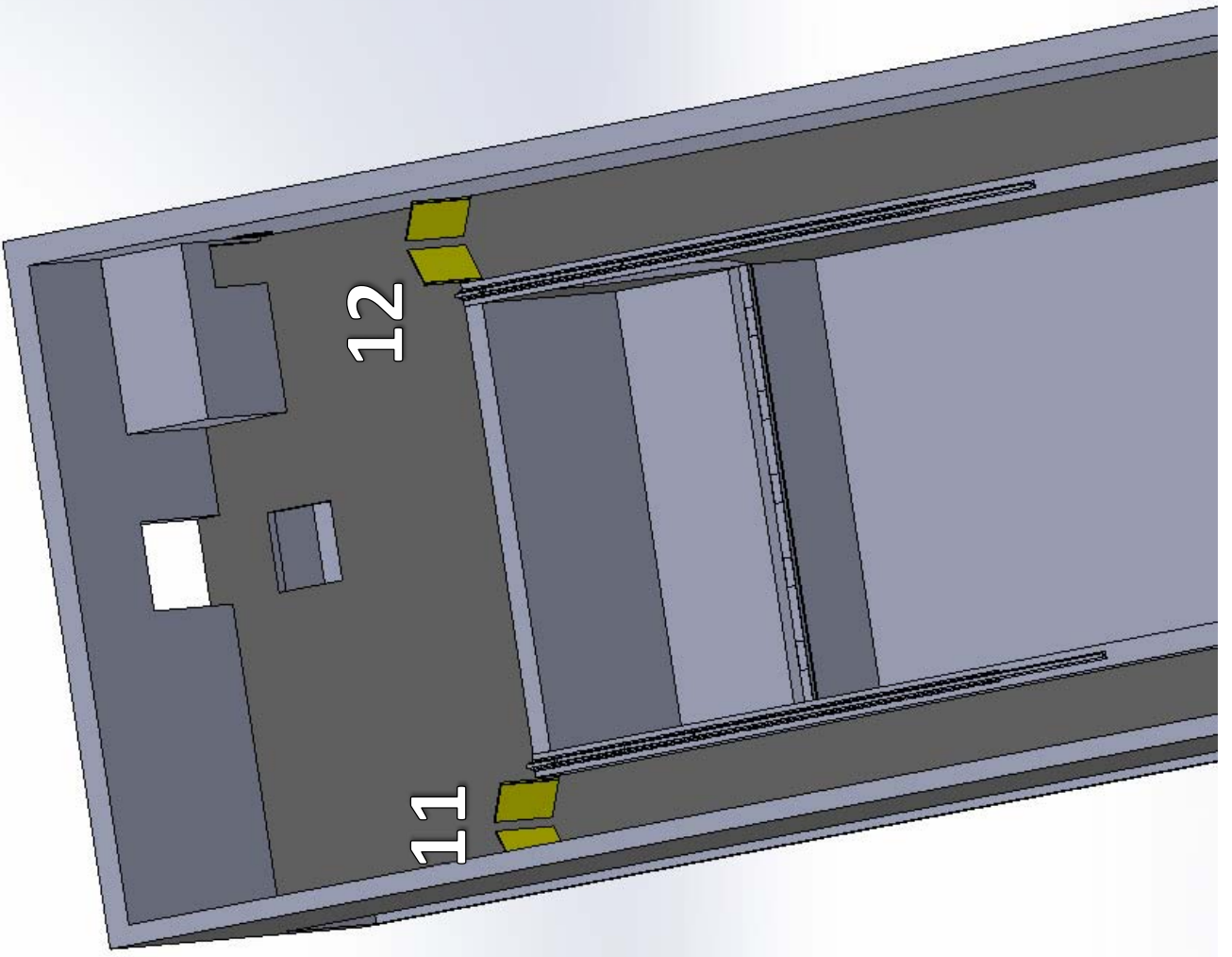
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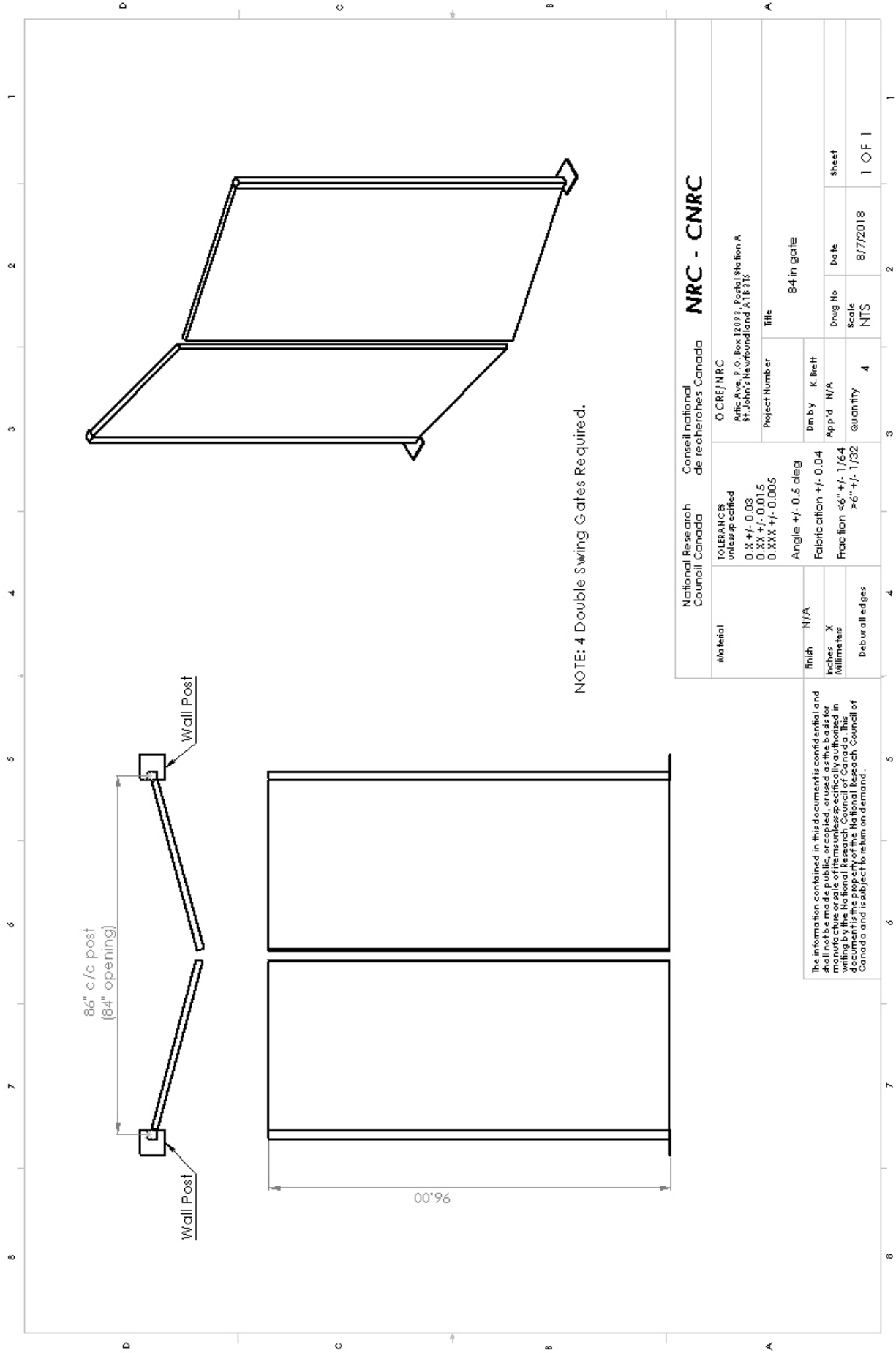
16. 50' of rail kick plate

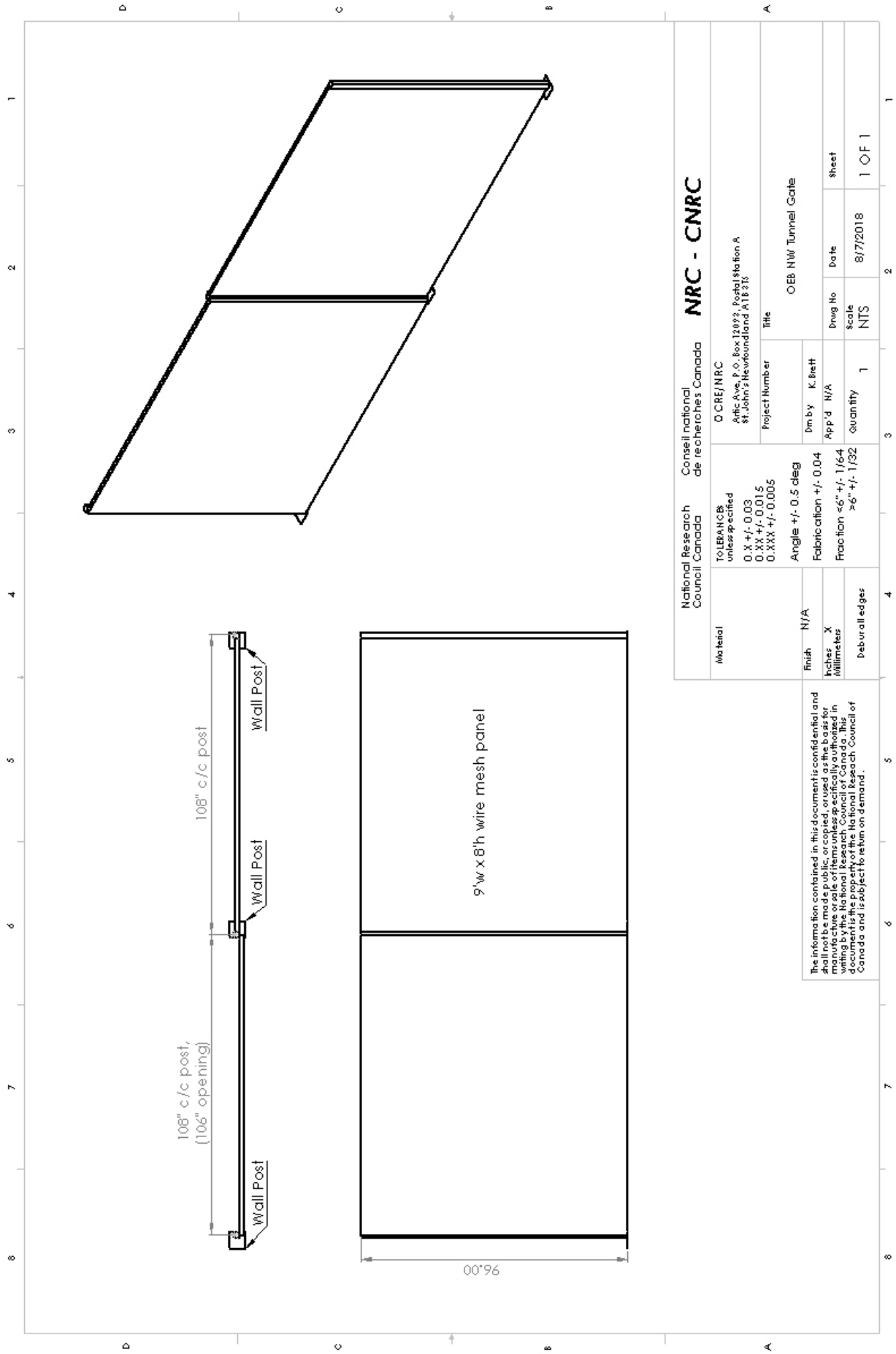
Compliant\_\_\_\_\_ Non-compliant\_\_\_\_\_



1. 84in Gate
2. OEB NW Tunnel Gate
3. OEB-TT Tunnel Gate
4. OEB-TT Bi-Parting Tunnel Gate
5. OEB-TT Wall
6. TT SE Tunnel Gate
7. TT East Railing System
8. TT East Railing System
9. TT East Railing System
10. 84in Gate
11. 84in Gate
12. 84in Gate
13. OEB Deck Sliding Gate
14. OEB Deck Sliding Gate

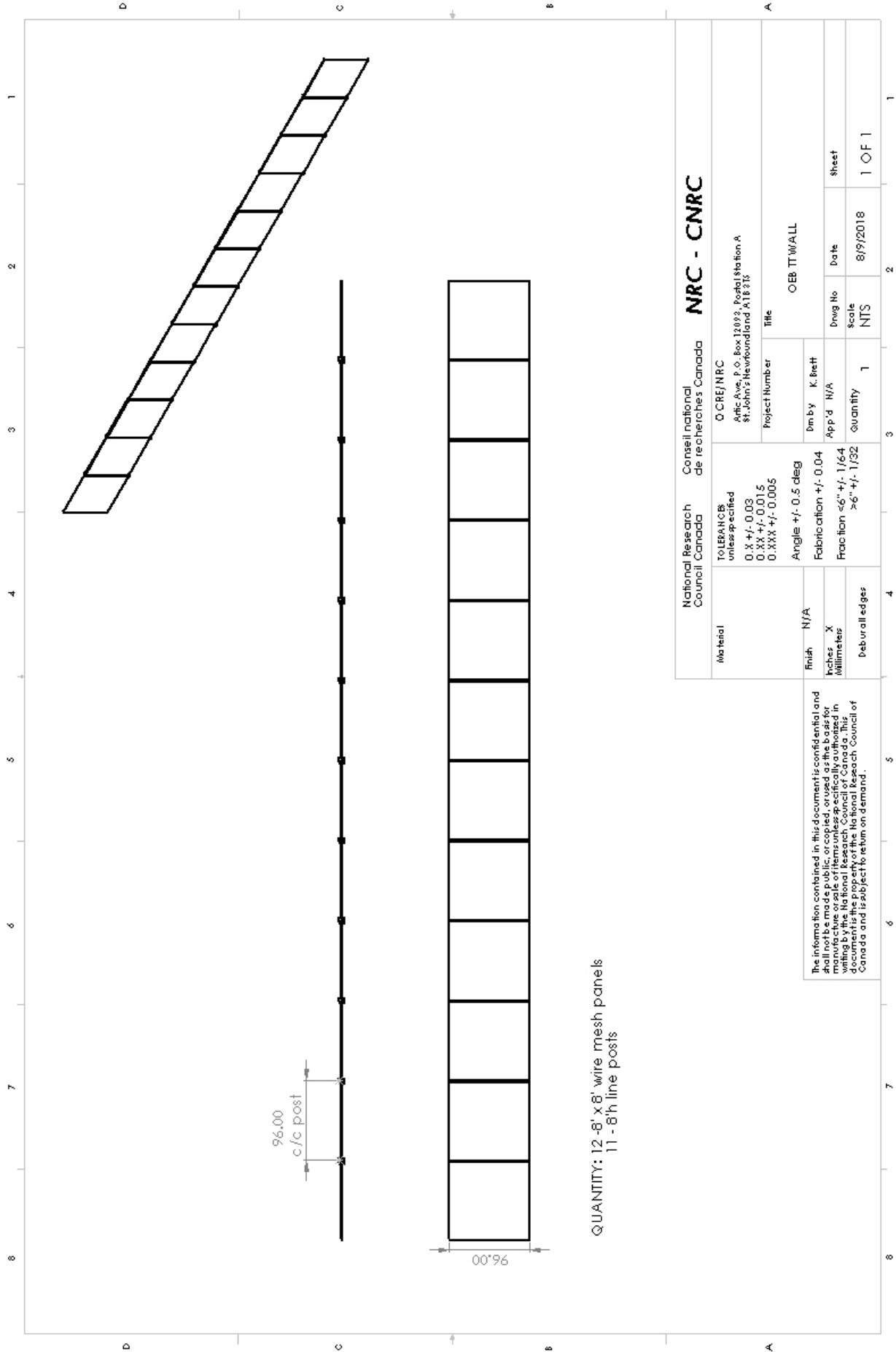






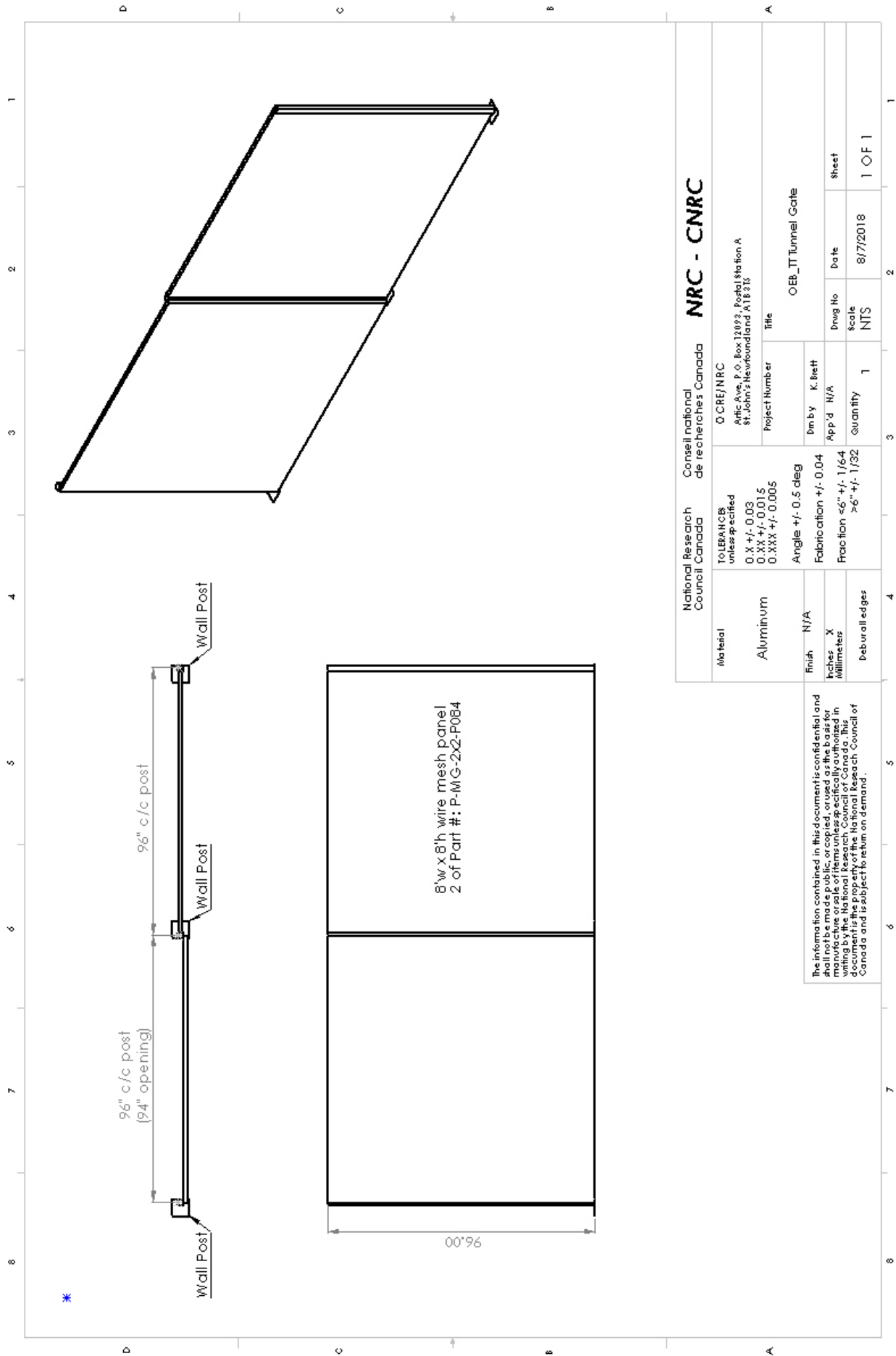
National Research Council Canada		Conseil national de recherches Canada		NRC - CNRC	
Material	TOLERANCES unless specified 0.X +/- 0.03 0.XX +/- 0.015 0.XXX +/- 0.005	O.CRE/NRC Arlene Ave., P.O. Box 12092, Postal Station A St. John's Newfoundland A1B 2T5		Title	
		Project Number		OEB NW Tunnel Gate	
Finish	N/A	Dm by K. Brett		Draw No	
		App'd N/A		Date	
Debur all edges	Inches X Millimeters	Quantity 1		Scale	
				NTS	
				8/7/2018	
				1 OF 1	

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QUANTITY: 12 - 8' x 8' wire mesh panels  
11 - 8'h line posts

National Research Council Canada		Conseil national de recherches Canada		NRC - CNRC	
Material	TOLERANCES unless specified 0.X +/- 0.03 0.XX +/- 0.015 0.XXX +/- 0.005	QCRC/NRC		Artic Ave, P.O. Box 12073, Postal Station A St. John's Newfoundland A1B 4X6	
		Project Number		Title	
		Dm by	K. Beeth	OEB TT WALL	
Finish N/A Inches X Millimeters	Angle +/- 0.5 deg Fabrication +/- 0.04 Fraction <6" +/- 1/64 >6" +/- 1/32	App'd N/A		Draw No	
		Quantity 1		Date	
		Debur all edges		Scale	
		NTS		8/9/2018	
				Sheet	
				1 OF 1	

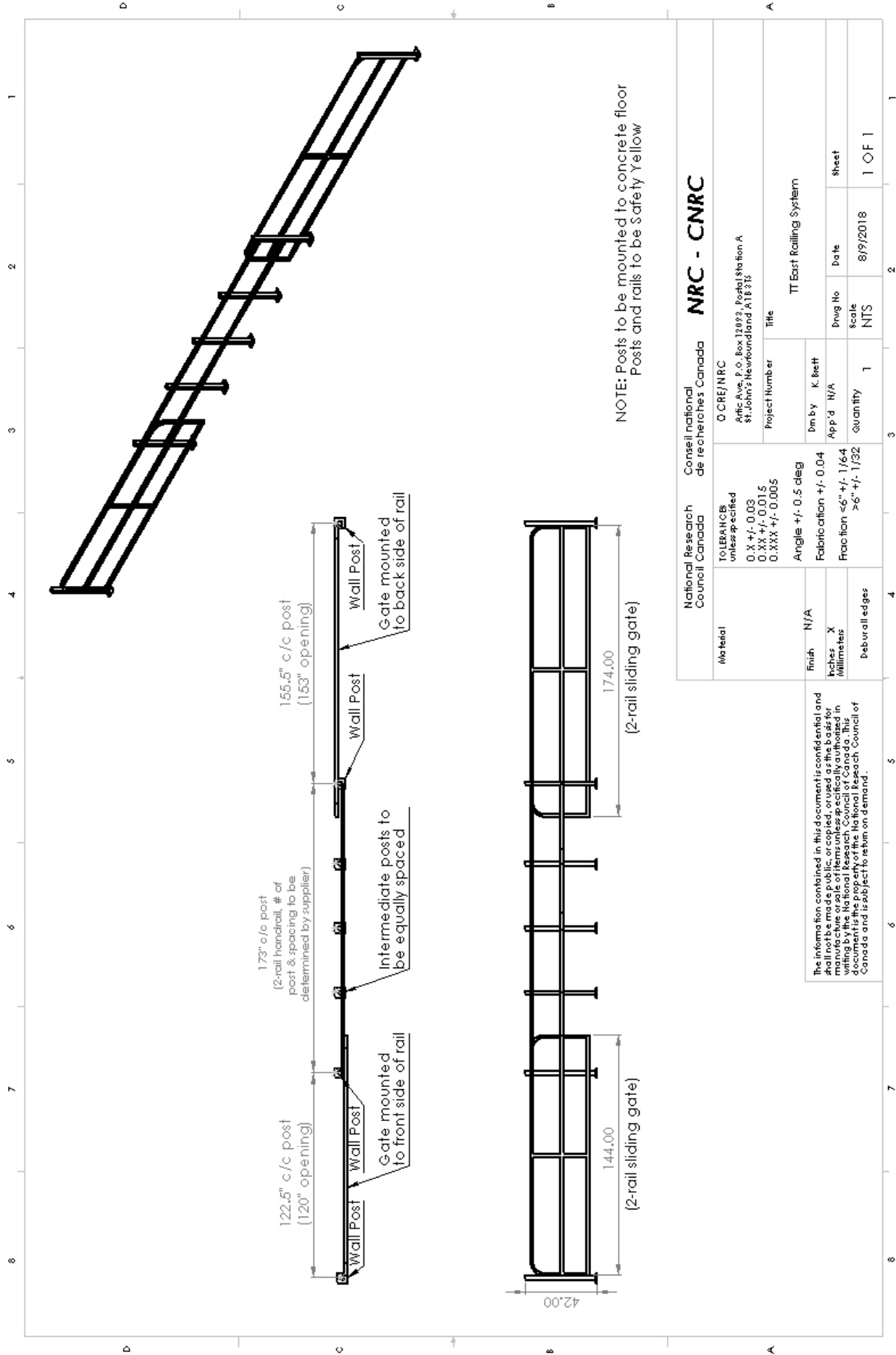


National Research Council Canada		Conseil national de recherches Canada		NRC - CNRC			
Material  Aluminum	TOLERANCES unless specified		Q CRE/NRC				
	0.X +/- 0.03		Arlc Ave., P.O. Box 12093, Postal Station A				
	0.XX +/- 0.015		St. John's Newfoundland A1E 3T5				
	0.XXX +/- 0.005		Project Number		Title		
Finish N/A	Angle +/- 0.5 deg		Dr by K.lett		OEB_TT Tunnel Gate		
	Fabrication +/- 0.04		App'd N/A		Drug No		\$
	Fraction <6" +/- 1/64				Scale		Date
>6" +/- 1/32				Quantity 1		NTS	
Debur all edges						8/7/2018	
						1	

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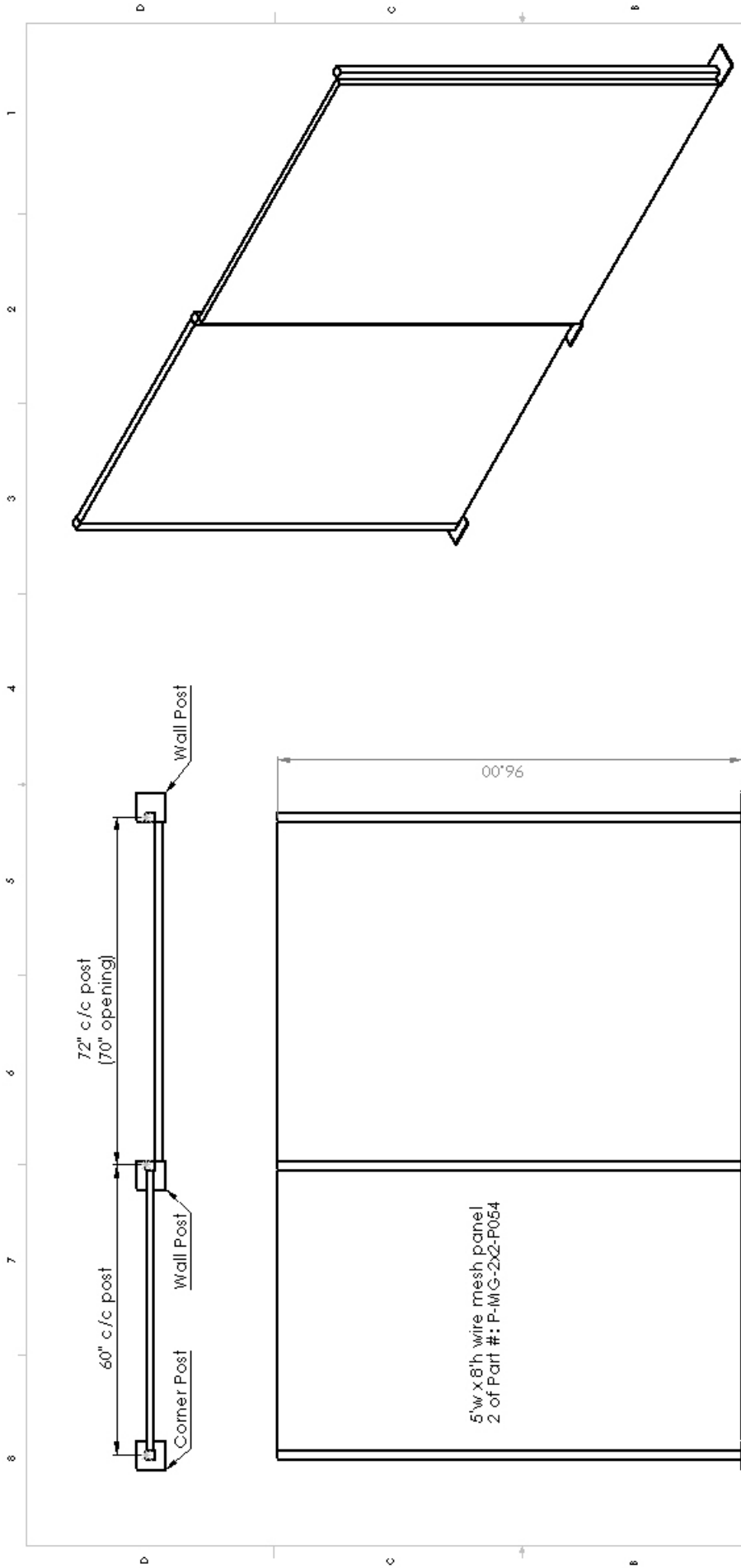






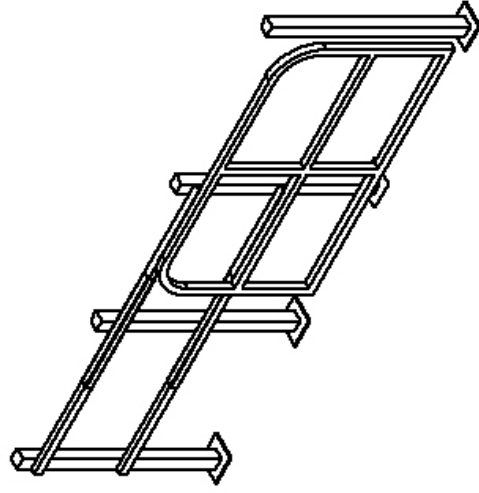
National Research Council Canada		Conseil national de recherches Canada		NRC - CNRC		
Material	TOLERANCES unless specified 0.X +/- 0.03 0.XX +/- 0.015 0.XXX +/- 0.005		D CRE/NRC Artic Ave, P.O. Box 12093, Postal Station A St. John's Newfoundland A1B 2T5			
			Project Number		Title	
			Drn by K. Brett		TT East Railing System	
			App'd N/A		Drawn by Date	
			quantity 1		Scale NTS	
			Fabrication +/- 0.04		8/9/2018	
			Fabrication <6" +/- 1/64		1 OF 1	
Debur all edges		Fabrication >6" +/- 1/32				
Finish N/A		Angle +/- 0.5 deg				
Inches X Millimeters		Fabrication +/- 0.04				

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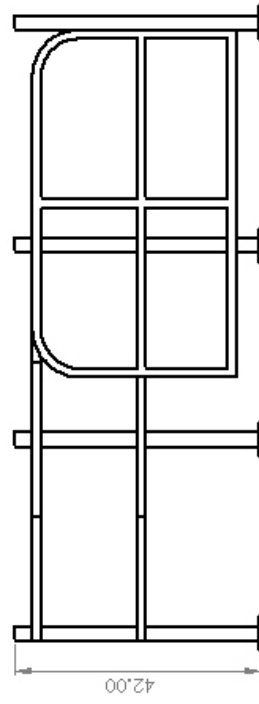
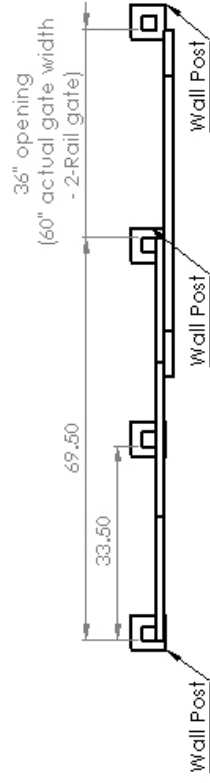


National Research Council Canada		Conseil national de recherches Canada		NRC - CNRC					
Material	TOLERANCES unless specified 0.X +/- 0.03 0.XX +/- 0.015 0.XXX +/- 0.005		Q CRE/NRC Artic Ave, P.O. Box 12092, Postal Station A St. John's Newfoundland A1B 2T5		Project Number		Title		
	Aluminum						TTSE Tunnel Gate		
Finish	N/A		Angle +/- 0.5 deg		Dm by K. Beeth				
	Inches X Millimeters		Fabrication +/- 0.04 Fraction <6" +/- 1/64 >6" +/- 1/32		App'd N/A		Draw No Date		
Debur all edges				Quantity 1		Scale NTS		8/7/2018	
								1 OF 1	

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NOTE: 2 x 2-Rail Sliding Gates Required.  
Posts and rails to be Safety Yellow



National Research Council Canada		Conseil national de recherches Canada		NRC - CNRC		
Material	TOLEANCES unless specified 0. X +/- 0.03 0. XX +/- 0.015 0. XXX +/- 0.005	Q CRE/NRC Artic Ave, P.O. Box 12092, Postal Station A St. John's Newfoundland A1B 2T5			Project Number	
		Angle +/- 0.5 deg			Title	
		Fabrication +/- 0.04			OEB Deck Sliding Gate	
Finish	N/A	App'd N/A		Drawn by	K. Benth	Drawn No
Thickness Millimeters		Fraction <6" +/- 1/64 >6" +/- 1/32		Quantity		2
Debur all edges				Scale		NTS
				Date		8/9/2018
				Sheet		1 OF 1

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## ANNEX "B" – Basis of Payment

### Pricing:

Item #	Description	Quantity	Unit Price	Extended Price
1	<b>84 in Gate:</b> - Double Swing Gate, 84" clear opening width, 86" c/c posts, outwards opening, 8' high. Safety Yellow posts, black mesh panels.	1 qty	\$ _____	\$ _____
2	<b>OEB NW Tunnel Gate:</b> - Tunnel Gate, 106" clear opening width, opening at left, 108" c/c posts width, 8' high.  One 106"w x 96"h robotic machine guarding mesh. Safety Yellow posts, black mesh panel.	1 qty	\$ _____	\$ _____
3	<b>OEB-TT Tunnel Gate:</b> -Tunnel Gate, 94" clear opening width, 96" c/c posts width, opening at Left, 8' high. - One 96"w x 96"h robotic machine guarding mesh panel, Safety Yellow posts, black mesh panel.	1 qty	\$ _____	\$ _____
4	<b>TT/OEB Bi-Parting Tunnel Gate:</b> - Bi-Parting Tunnel Gate, 192" clear opening width, 8' high. - One 96"w x 96"h robotic machine guarding mesh panel, 96" c/c posts, Safety Yellow posts, black mesh panels. - One 72"w x 96"h robotic machine guarding mesh panel 72" c/c posts, Safety Yellow posts, black mesh panels.	1 qty	\$ _____	\$ _____
5	<b>OEB-TT Wall:</b>  11 line posts  12 - 8'w x 8'h standard 2"x2" robotic machine guarding mesh panels (24 x P-MG-2x2-P084), (96" C/C posts width) Safety Yellow posts, black mesh panels.	1qty	\$ _____	\$ _____

Solicitation No. - N° de l'invitation  
31234-196759/A  
Client Ref. No. - N° de réf. du client  
31234-196756

Amd. No. - N° de la modif.  
File No. - N° du dossier  
OLZ.8.41144

Buyer ID - Id de l'acheteur  
olz014  
CCC No./N° CCC - FMS No./N° VME

6	<b>TT SE Tunnel Gate:</b> - Tunnel Gate, 70" clear opening width, opening at right, 8' high, - One 60"w x 96"h robotic machine guarding mesh panel, 60: c/c posts, corner post for left end post. Safety Yellow posts, black mesh panels.	1 qty	\$ _____	\$ _____
7	<b>TT East Railing System:</b> - Custom Sized 2-Rail Sliding Gate One 144"w sliding gate, 120" opening, 122.5" c/c post, Safety Yellow posts and rails	1 qty	\$ _____	\$ _____
8	<b>TT East Railing System:</b> - Custom Sized 2-Rail Sliding Gate  One 174"w sliding gate, 153" opening, 155.5" c/c post, Safety Yellow posts and rails	1 qty	\$ _____	\$ _____
9	<b>TT East Railing System:</b>  2-Rail Handrail (MR2) Standard handrail – 42" 173" c/c total length (4 equal sections – 5 posts) No kickplate. Connection to concrete flooring Safety Yellow Posts and Rails	1 qty	\$ _____	\$ _____
10	<b>84 in Gate:</b> - Double Swing Gate, 84" clear opening width, 86" c/c posts, outwards opening, 8' high. Safety Yellow posts, black mesh panels.	1 qty	\$ _____	\$ _____
11	<b>84 in Gate:</b> - Double Swing Gate, 84" clear opening width, 86" c/c posts, outwards opening, 8' high. Safety Yellow posts, black mesh panels.	1 qty	\$ _____	\$ _____
12	<b>84 in Gate:</b> - Double Swing Gate, 84" clear opening width, 86" c/c posts, outwards opening, 8' high. Safety Yellow posts, black mesh panels.	1 qty	\$ _____	\$ _____

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Buyer ID - Id de l'acheteur  
olz014  
CCC No./N° CCC - FMS No./N° VME

13	<b><u>OEB Deck Sliding Gate:</u></b>  2 rail sliding gate, 36" Opening, 60" actual gate width.  3 post, 2-rail railing section, 69.5" outside post dimension. Outside post to be wall post. Additional wall post req'd to carry sliding gate.	1 qty	\$ _____	\$ _____
14	<b><u>OEB Deck Sliding Gate:</u></b> -  2 rail sliding gate, 36" Opening, 60" actual gate width. 3 post, 2-rail railing section, 69.5" outside post dimension. Outside post to be wall post. Additional wall post req'd to carry sliding gate.	1 qty	\$ _____	\$ _____
15	24" safety swing gates	4 qty	\$ _____	\$ _____
16	50' of rail kick plate	1 qty	\$ _____	\$ _____
17	Freight Costs  DDP National Research Council Canada Memorial University 1 Arctic Avenue, PO Box 12093 St. John's NL A1B 3T5 Canada	1qty	\$ _____	\$ _____
	<b>Total: (HST Extra)</b>	1 Lot	\$ _____	\$ _____
			<b>Total: (HST Extra)</b>	\$ _____

**\*Note: All shipping and freight charges will be an estimate only and will be paid at actual laid down costs, supported by invoices. Freight charges over 10% of the estimated value must receive the CA's approval prior to commencing.**

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OLZ.8.41144

Buyer ID - Id de l'acheteur  
olz014  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "C" to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

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**Annex "D" - Integrity Provisions – Required Documentation**  
**(TO BE COMPLETED BY OFFEROR WITH BID SUBMISSION)**

The Integrity Provision of General Conditions 2010 requires that bidders supply the following:

**List of Names**

- A) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.
- B) If the required list of names has 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 provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- C) The Bidder must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

Complete Legal Name of Company \_\_\_\_\_

PBN \_\_\_\_\_

List of names of the current Board of Directors or Owners:

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## **Annex E – Insurance Requirements**

### **Commercial General Liability**

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

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

- a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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### **Limitation of Liability**

*This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.*

*Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10,000,000.00 per incident or occurrence, to an annual aggregate of \$20,000,000 for damages caused in any one year of carrying out of the Contract, each such year starting on the date of coming into force of the Contract or its anniversary, and to a total maximum liability of \$40,000,000.00.*

*The Limitation of the contractor's liability does not apply to nor include*

*(a) any infringement of intellectual property rights; or*

*(b) any breach of warranty obligations.*

*Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.*

## ANNEX "F" – TRAVEL AND LIVING GUIDELINES

As per the National Joint Council Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/v238/s659/en>)  
Effective October 1, 2018

### TOTAL DAILY

<b>MEALS</b>	Breakfast	\$20.25
	Lunch	\$19.85
	<u>Dinner</u>	<u>\$50.00</u>
	<b><u>TOTALS</u></b>	<b><u>\$90.10</u></b>

**Incidental Expenses:** \$17.30 per day. Note: Includes telephone calls home.

If the first and/or last day on travel status is less than a full calendar day, and provided sleeping accommodation is used during the journey, you may claim \$17.30 for incidental expenses (private & commercial).

### **ACCOMMODATION – at Direct Cost**

You may claim actual and reasonable expenses incurred for commercial accommodation; luxury accommodation is not permitted. If private accommodation is provided by friends or relatives, you may claim **\$50.00** for each occasion this accommodation is used.

### **TRANSPORTATION**

Travel by air, bus and rail at direct cost. Only coach or economy class travel permitted.

For local transportation, use public transit, airport buses, etc., where practical

Rent compact size vehicles, unless the number of passengers or load justifies a mid-sized vehicle.

### **KILOMETRIC RATES**

Kilometric rate payable in cents per kilometer for the use of privately owned vehicles driven on authorized government business travel are shown;

Newfoundland and Labrador – **57.5** cents/km;

Nova Scotia – **52.5** cents/km;

New Brunswick – **53.5** cents/km;

Prince Edward Island – **52.0** cents/km.