



**REQUEST FOR PROPOSALS  
DEMANDE DE PROPOSITIONS**

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

National Research Council Canada (NRC)  
Finance and Procurement Services  
1200 Montreal Road, Building M-58  
Ottawa, Ontario  
K1A 0R6  
Bid Fax: (613) 991-3297

<b>Title/Sujet</b> Floor Furnace Refurbishment	
<b>Solicitation No./N. de l'invitation</b> 19-22001	<b>Date</b> 25 April 2019
<b>Solicitation Closes/L'invitation prend fin</b> at/à <b>14 :00</b> on/le 4 June 2019	<b>Time Zone/Fuseau Horaire</b> EDT
<b>Address Enquiries To/Adresser demandes de renseignements à :</b> Collin Long Telephone No./N. de téléphone : <b>(613) 993-0431</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

Proposal To:

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:

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).



<b>Vendor/Firm Name and Address</b> Raison sociale et adresse du fournisseur/de l'entrepreneur	
<b>Telephone No./N. de telephone</b> <b>Facsimile No./N. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisé à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## **Floor Furnace Refurbishment**

### **1.0 PRESENTATION OF PROPOSALS**

- 1.1 You are invited to submit four copies of a Technical Proposal and two copies of a Financial Proposal in two separate envelopes to fulfil the following requirement forming part of this Request for Proposals. One envelope **must** be clearly marked 'Technical Proposal' and the other envelope **must** be marked 'Financial Proposal'. All financial information **must** be fully contained in the Financial Proposal, and only in the Financial Proposal. Vendors who provide financial information in the technical proposal will be disqualified. **All proposals should include the front page of this RFP duly completed.**

### **2.0 SCOPE OF WORK**

- 2.1 To provide Professional Services to **refurbish the gas supply piping, ventilation ductwork and burners along with the burners control system of the Flooring Combustion Testing Furnace in building M-59 at 1200 Montreal Road, Ottawa, ON.** in accordance with the detailed Statement of Work attached as Appendix "A".

### **3.0 PERIOD OF CONTRACT**

- 3.1 NRC anticipates that the work will begin in **June 2019** and be completed within sixteen (16) weeks of contract award.

### **4.0 ENQUIRIES**

- 4.1 If you require clarification regarding any aspect of this RFP, address all queries to the Contracting Authority, identified below, at least 10 working days before the closing date. All queries must be in writing and queries received less than 10 working days prior to the closing date cannot be guaranteed a response. Information received verbally will not be binding upon the NRC.

#### **Collin Long**

Contracting Authority, Procurement Services  
National Research Council Canada  
1200 Montreal Road, Bldg. M-58  
Ottawa, Ontario K1A 0R6 Telephone: **(613) 993-0431**  
Facsimile: **(613) 991-3297**

- 4.2 To ensure the equality of information among Bidders, responses to general enquiries will be made available to all bidders unless such publications would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available to all bidders or through the Government Electronica Tendering System (GETS) to all bidders.
- 4.3 Vendors who attempt to obtain information regarding any aspect of this RFP during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).
- 4.4 It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFP.

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

5.1 Proposals must be delivered not later than 2:00 PM EST, Tuesday, **4 June 2019**, to the following **Contracting Authority**:

**Collin Long**

Contracting Authority, Procurement Services  
National Research Council Canada  
1200 Montreal Road, Bldg. M-58  
Ottawa, Ontario K1A 0R6 Telephone: (613) 993-0431

**Proposals must not be sent directly to the Project Authority**

- 5.2 Proposals must be delivered in a sealed envelope and the Bidder's name and the RFP No. should be clearly indicated on the Proposal Envelope. It is the vendor's responsibility to obtain date and time stamped receipt signed by the receptionist as proof that NRC has received their proposal within the prescribed time limit. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
- 5.3 Bid submissions must be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) attached as Appendix "E".
- 5.4 Due to the nature of this solicitation, NRC will not accept any proposal documents by facsimile.
- 5.5 NRC will not accept any proposal documents by electronic mail or on diskette.
- 5.6 Proposals received after the closing date will not be considered and will be returned to the sender. The sender has the sole responsibility for the timely dispatch and delivery of a proposal and cannot transfer such responsibility to the NRC. No supplementary information will be accepted after the closing deadline unless NRC requests a clarification.
- 5.7 All submitted proposals become the property NRC and will not be returned to the originator.

## 6.0 **EVALUATION CRITERIA**

- 6.1 Refer to Appendix "C" – Evaluation Criteria

## 7.0 **COST PROPOSAL**

- 7.1 The cost proposal must be a **fixed price quotation, FOB Destination, excluding GST/HST**. The fixed price must include all the materials and services required to fulfil all aspects of the Statement of Work. Bidders should identify the currency on which the cost proposal is based.
- 7.2 The cost proposal must have sufficient structure to show how the total proposed cost was calculated. It should contain the following elements:
- a) The number, classification and per diem and/or hourly rate for all assigned personnel. For each classification, the number of workdays should be defined.
  - b) The amount and explanation for other miscellaneous expenses that could be incurred.
  - c) The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental

expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

- 7.3 GOODS AND SERVICES TAX (GST) and HARMONIZED SALES TAX (HST): The GST and HST, whichever is applicable, shall be considered an applicable tax for the purposes of this RFP and extra to the price herein. The amount of GST or HST shall be disclosed and shown as a separate item.
- 7.4 Bids will be evaluated in Canadian currency, therefore, for evaluation purposes, the exchange rate quoted by the Bank of Canada as being in effect on date of bid closing, shall be applied as the conversion factor for foreign currency. Prices quoted shall not be subject to, or conditional upon, fluctuations in commercial or other interest rates during either the evaluation or contract period.

## 8.0 BASIS OF SELECTION

- 8.1 Selection of the successful bidder will be on the basis of technical merit and best overall value, not on cost alone. The compliant bidder with the highest combined Technical Rating (60%) and Price (40%) will be considered the successful bidder. NRC reserves the right to enter into negotiations with the successful bidder prior to contract award on any and all aspects of its offer. The following chart illustrates the relationship between point rating and bid price. The figures used are for illustration purposes only.

TABLE A	Bidder #1	Bidder #2	Bidder #3
Technical score	85 points out of 100	80 out of 100	75 out of 100
Financial proposal	\$320,000	\$310,000	\$300,000

For information only:

	Technical score	Tendered amount score	Final score
Bidder #1	$\frac{85}{100} \times 60(\%) = 51$	$\frac{300}{320 \text{ k}} \times 40(\%) = 37.5$	= 88.5 (successful bid)
Bidder #2	$\frac{80}{100} \times 60(\%) = 48$	$\frac{300}{310 \text{ k}} \times 40(\%) = 38.7$	= 86.7
Bidder #3	$\frac{75}{100} \times 60(\%) = 45$	$\frac{300}{300 \text{ k}} \times 40(\%) = 40.0$	= 85.0

## 9.0 CONDITIONS OF SUBMISSION

- 9.1 There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs

incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation. A contract will not necessarily be issued as a result of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.

9.2 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFP.

9.3 Your proposal should contain the following statement:

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

9.4 Any contract resulting from this invitation will be subject to the General Conditions - Services 2035 (copy attached as Appendix "D") and any other special conditions that may apply.

#### 10.0 **OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY**

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

#### 11.0 **CONFIDENTIALITY**

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

#### 12.0 **CRIMINAL CODE OF CANADA**

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

#### 13.0 **DEBRIEFINGS**

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

### **ADDITIONAL CONTRACT CLAUSES**

<b>Bidder compliance with all of the following clauses, terms and conditions of the resulting contract is mandatory.</b>
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#### 14.0 **T4-A SUPPLEMENTARY SLIPS**

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

15.0 **GOVERNMENT SMOKING POLICY**

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

16.0 **ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT**

16.1 Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Project Authority named herein. There will be however; no day-to-day supervision of the Contractor's activities nor control of the Contractor's hours of work by the Project Authority.

16.2 The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.

17.0 **GENERAL CONDITIONS**

17.1 The General Conditions 2035 entitled General Conditions Services and attached as Appendix "D" form part of this Contract.

18.0 **PROGRESS REPORT**

18.1 As part of and together with each progress claim, the Contractor must submit a progress report consisting of a narrative of approximately one (1) page describing the technical progress achieved in terms of the "Statement of Work", explaining any variations in the work or expenditure plan, specifying any problems encountered or foreseen (relating to time, cost or technical matters) and any other matter considered reportable by the Contractor.

19.0 **ADDITIONAL WORK**

19.1 The successful bidder can at NRC's option, be asked to provide additional work related to this requirement. Payment will be limited to the firm per diems quoted in the Contractor's proposal.

20.0 **SECURITY LEVEL**

20.1 Prior to the performance of the obligations under this contract, all personnel that will be involved with the project must be cleared to the security level of RELIABILITY as defined in the security policy of Canada.

20.2 Any Contract resulting from this invitation will be subject to the Security Requirements Check List (SRCL), form TBS/SCT 350-103, attached at Appendix "F".

21.0 **NON-PERMANENT RESIDENT (FOREIGN COMPANY)**

21.1 The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

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

22.1 The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

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

23.1 It is a term of the contract that:

- a. the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- b. the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based; and
- c. the Contractor had informed the Departmental Representative of any exemption in respect of the abatement of a contract fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.

24.0 **FORMER PUBLIC SERVANT**

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

24.2 Definitions

For the purposes of this clause,

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

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

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

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

c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

24.3 Former Public Servant in Receipt of a Pension

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

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

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

24.4 By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

24.5 Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

25.0 OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)

25.1 The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information about OPO, including the available services, please visit the OPO website.

26.0 INTEGRITY PROVISIONS

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

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



26.2 These documents are incorporated by reference and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives at the following link:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/21>

26.3 An Integrity Declaration Form, attached as **Appendix “G”**, must be submitted only when:

1. the supplier, one of its affiliates or a proposed first-tier subcontractor has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the listed offences in the Ineligibility and Suspension Policy (the “Policy”); and/or
2. the supplier is unable to provide any of the certifications required by the Integrity uses.

## 27.0 **ATTACHMENTS**

Appendix "A" - Statement of Work

Appendix “B” – Gas Train Drawings

Appendix “C” – Evaluation Criteria

Appendix "D" - General Conditions 2035

Appendix “E” – Standard Instructions and Conditions (Applicable to Bid Solicitation)

Appendix "F" – Security Requirements Check List

Appendix “G” – Integrity Declaration Form



## Statement of Work

### M-59 Flooring Combustion testing Furnace Refurbishment For NRC's Construction Research Centre

This Statement of Work (SOW) covers the work related to the flooring combustion testing furnace burner system refurbishment of the NRC Construction Research Centre. The work will be completed at the NRC M-59 facility located in Ottawa, ON.

#### 1. About NRC Construction Research Centre

The NRC Construction Research Centre provides cost-effective research- and technology-based solutions to Canada's construction industry related to the design, manufacture, performance and maintenance of materials and structures. We help bridge the gap between research and industrial commercialization. Our efforts are focused on market-driven needs that address the industry's performance improvement requirements.

#### 2. Project Description

The National Research Council of Canada, Construction Research Centre (NRC-Const), in Ottawa, ON; is proposing to refurbish the gas supply piping, ventilation ductwork, and burners along with the burners control system of the Flooring combustion Testing Furnace in the M-59 building located at 1200 Montreal road, Ottawa, ON.

The Flooring combustion Testing Furnace was built in 1959 the research in construction. The Flooring combustion Testing Furnace is used to test new building materials for the building code or the private sector. The NRC recently evaluated new furnace applications and concluded that the existing furnace can be improved based on new design and manufacturing standards, in particular related to Health and Safety operations. The goal of this project is to update the burners and existing gas supply to make the furnace more efficient, easier to operate and to increase the level of the equipment safety.

#### 3. Confidentiality and intellectual property

Information exchanged as part of this project is to be treated confidential, therefore, none of the parties shall divulge, unless in agreement and authorized by both parties, any information identified as CONFIDENTIAL or PROPRIETARY. In order to proceed with any development, potential suppliers will be required to sign and Non-Disclosure Agreement (NDA) with NRC.

Intellectual property from new technologies resulting from this project shall be treated as per NRC intellectual property policies and guidelines.

## 4. Project management requirements

After award of the contract, the selected supplier will assign a Project Manager/coordinator as a single point of contact for all matters related to the project. The supplier Project Manager will be responsible to communicate any project information to the NRC Project Manager, including but not limited to: Status Reports, Meeting agendas and minutes, Change Orders, design drawings, design reviews, etc.

Potential suppliers are expected to provide the following project documentation:

Document	Type/format	Due date	Purpose	Notes
Project schedule with Milestone list	PDF	KOM	Review	Excel format is acceptable, however MS Project is preferred
Design drawings and cut sheets	DWG/PDF	20 days After KOM	Approval	Mechanical drawings P&ID drawings (if applicable) Installation drawings Cut sheets as needed
Health and safety plan	PDF	15 days prior to commence work on site	Review	NRC will provide comments, but is not responsible for the Health and Safety plan contents.
Equipment and parts maintenance list	Excel/PDF	5 days prior to project close-out meeting	Control and documentation	All parts and equipment that need to be maintains during the equipment life cycle shall be listed. NRC to provide document template
Site acceptance testing template	PDF	30 days prior to SCG	Review and control	Specify all steps required to complete the test.
Site acceptance testing Report	PDF	10 days after SCG	Control and documentation	The document used during test shall be signed and send to NRC for record purposes.
As built final drawings and documentation	DWG/PDF	10 days After SCG	Control and documentation	(same as design drawings) One hard copy + soft copy
KOM – Kick off meeting SCG – Site commissioning				

## 5. Scope of Work

The work to be provided under this statement of work includes the following:

### 5.1 Shop Drawings

Contractor shall provide the NRC with shop drawings of all systems and equipment that have been upgraded/refurbished under this SOW:

1. Submit to Departmental Representative for review, shop drawings, product data and samples specified within four (4) weeks after contract award;
2. Review shop drawings, data sheets and samples prior to submission;
3. Submit electronic copy of all shop drawings and product data and samples for review, unless otherwise specified. Electronic copies shall be submitted in .dwg and .pdf formats:
  - a. Documentation submitted for review shall be submitted in electronic format only;

4. Review of shop drawings and product data by the Departmental Representative does not relieve the contractor of the responsibility for errors and omissions and for the conformity with contract documents;
5. Shop drawings shall follow the National Research Council standards and block templates. Those shall be made available to the supplier after the contract is issued;
6. Shop drawing size shall be multiple of 213 mm and 275 mm excluding 38 mm binding margin and not larger than 838 mm x 1117 mm. Leave minimum 150 mm x100 mm clear space for NRC Departmental Representative's comments; and
7. Submit a set of "as-built" drawings of all equipment and systems, as well as cut-sheets and other documents as applicable, after the system commissioned has been approved.

## 5.2 Building Propane Gas Distribution

The existing Flooring combustion Testing Furnace gas distribution system is to be upgraded as listed below:

1. Demolishing existing services to accommodate new system and equipment's. Dispose of material as required:
  - a. Material disposal is the solely responsibility of the contractor, including any fees and other expenses associated with the disposal.
2. Supply and install new CSA certified lubricated plug valves C/W handles;
3. Supply and install new gas flow orifice c/w orifice flanges and transmitter calibrated to customer flow rates:
  - a. Transmitter to have local programmable face;
  - b. Transmitter shall transmit 0-10 VDC flow rate signal to NRC automation system;
  - c. Provide wiring to transmitter.
4. All pressure gauges supplied shall have manual isolating valves;
5. Supply and install new gas lines as specified in this SOW:
  - a. Modified gas line shall be painted to match existing.
6. Supply and install new MAXON DS actuator c/w control valve. Sized to existing wall and floor combustion testing furnaces flow rates;
7. Actuator to be wired to and controlled by NRC automation system:
  - a. Contractor is responsible to connect to NRC automation system;
  - b. Contractor to discuss and receive approval from NRC technical lead prior to make any changes.
8. Remove existing pneumatic control valve (see image 3);
9. Co-ordinate with NRC-Construction technical team new locations for the existing equipment that will remain (when applicable);
10. New lines shall follow drawing 5692-M01.



Image 1. Main gas supply to Flooring combustion Testing Furnace.

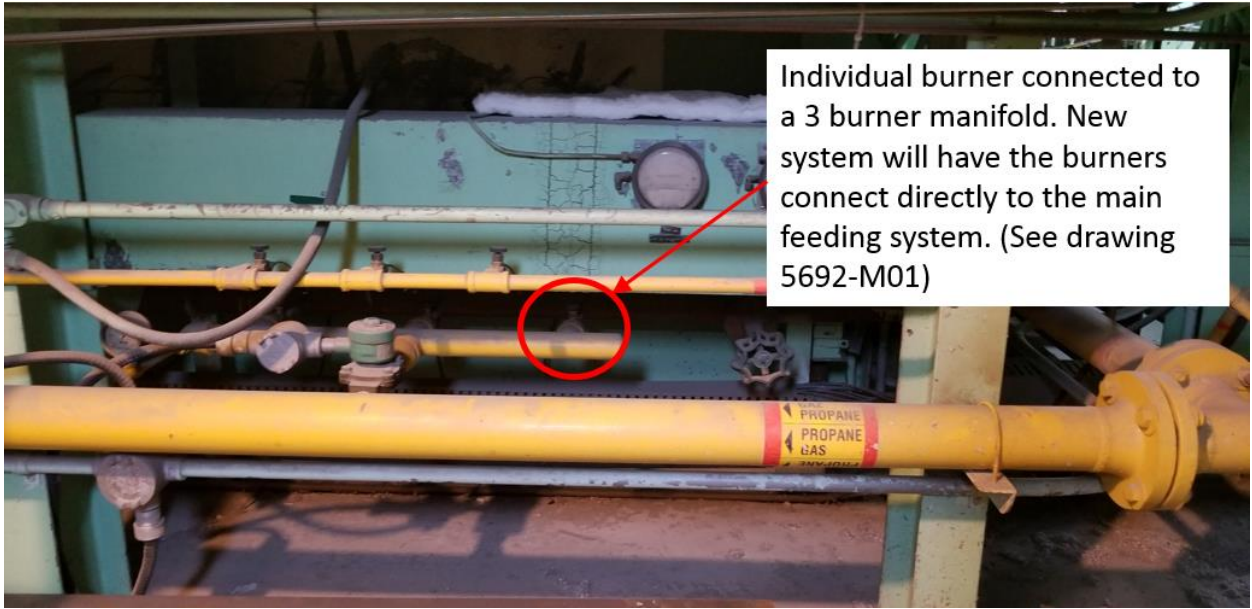


Image 2: Main gas supply to Flooring combustion Testing Furnace. System is mirrored on the other side.



Pneumatic control valve  
to be removed

Image 3. Main gas supply to Wall and Floor combustion testing furnaces. Main distribution.

### 5.3 New Combustion Air Fan

The existing air circulation system is to be upgraded as listed below:

1. Provide demolition of existing fan and ducting. Dispose of material as required:
  - a. Material disposal is the solely responsibility of the contractor, including any fees and other expenses associated with the disposal.
2. Supply and install new fan. Fan to be HAUCK TBA, 575 volt, TEFC motor, with inlet air filter:
  - a. Provide electrical disconnect services for the existing fan and electrical installation and testing for the new fan;
  - b. Fan to be controlled by new burner management control system.
3. Supply and install new pressure differential switch, wired to BMS;
4. Supply and install new pressure gauges;
5. New duct system to be design and supplied to accommodate air flow rate for proper combustion of burners;
6. Location of new duct shall not to interfere with NRC operations, and burner service. Reconfiguration of existing set-up will be needed;
7. All duct shall be air tight;
8. Rectangular air duct bends shall be provided with turning vanes;
9. Provision shall be made, to supply and install hatch for duct inspection at every turn.



Image 1. Partial details of the air vent duct work



Image 2. Partial details of the air vent duct work (left image). Existing air circulating fan (middle image). Existing air circulating fan nameplate (right image).

### 5.4 New Burners

1. Remove and dispose existing burners-gas train and related equipment:
  - a. Material disposal is the solely responsibility of the contractor, including any fees and other expenses associated with the disposal.
2. Supply and install 30 new ECLIPSE TJ27.00075 THERMJET burners. No substitutes will be accepted. C/W high velocity outlet, horizontal firing-BH refractory block and propane orifice;
3. Gas train shall be as per drawing 5692-M01 and certified to CSA standards;
4. Each burner shall have individual flame control with flame rectification, located in control cabinet;
5. New ignition transformers to be wired and mounted near burners;
6. Provide furnace refractory wall modification to accommodate new burners;
7. All pressure gauges shall have isolation valves;
8. Burner- gas train-air supply systems shall be mounted so that it does not interfere with burner service access. If not possible and access is limited, ensure equipment can be safely removed.

### 5.5 Flooring Combustion Testing Furnace

1. Modification of existing gas supply to new burners as per drawing 5692-M01. Dispose of material as required:
  - a. Material disposal is the solely responsibility of the contractor, including any fees and other expenses associated with the disposal.
2. Provide new gas regulator and strainer;
3. Regulator to be sized accordingly and vented to outdoors;
4. Regulator downstream pressure shall be protected to 5 psi;



5. Provide new gauges with isolating valves;
6. Supply and install new MAXON DS actuator c/w valve, sized to accommodate minimum and maximum burner flow rates:
  - a. Proposed actuator shall be able to control the wall combusting testing furnace @ 28Psi;
  - b. Existing wall combusting testing furnace controller is a 4-20mA Honeywell controller;
  - c. Supplier to ensure this is reviewed and approved with NRC prior to proceed.
7. Actuator to be controlled by new control cabinet;
8. Gas line to be sized to accommodate burner arrangement, painted and pressure tested as required.

## 5.6 New Control Cabinet

1. Remove and dispose all the existing control cabinets to flooring combustion testing furnace (see image 4);
2. Provide electrical design and wiring diagrams-cabinet size-location- sequence of operation for customer approvals before construction;
3. Provide new wiring trays and conduit from panels to burners as well as new wires as needed;
4. Co-ordinate location of new supplied control cabinet with NRC Technical Lead;
5. Supplied cabinet shall be CSA certified, rated NEMA 4x, with hinged doors. Provide electrical service connections as needed;
6. Control Cabinet shall be supplied with an HMI flat panel touch screen display. HMI should be ABB PanelView Plus 19" LCD;
7. Cabinet shall be supplied with an E-Stop button;
8. Cabinet shall incorporate all burner flame controllers;
9. Supplier to provide touch screen controls logic. Logic controller to be ABB Compact Logix with no license requirements;
10. Control logic shall incorporate selection and sequencing as follow, but not limited to:
  - a. Sequencing of burner and system operation;
  - b. Individual burner status;
  - c. Individual burner reset;
  - d. Individual burner start / stop;
  - e. Combustion air and ID fan sequencing;
  - f. Individual air flow control per burner;
  - g. Firing rate control, input from customer automation control;
  - h. Firing rate local and remote;
  - i. Low fire start sequencing;
  - j. Hi-limit;
  - k. Air flow proving;
  - l. Low gas status;
  - m. System ready.
11. System logic to be presented to client prior to implementation for approval;
12. Proponent to provide a line item in their bid related to the software licencing price, as the license shall pertain to NRC;
13. Proponent to offer provision in their bid to accommodate up to three system logic changes for touch screen menu after completion;
14. Any system password shall be owned by NRC (if applicable).



Image 4: All panels to be removed. New panel supplied to substitute the panels above.

## 5.7 Commissioning and training services

1. Proponents shall provide commissioning services for each system installed. A system commissioning checklist is to be submitted for review prior to commissioning taken place:

- a. Air balancing shall be performed by a third party company with at least five (5) years' experience.
  - b. A list of clients/projects (at least one per year) and a letter of reference shall be issued as a statement of experience.
2. Proponents shall provide a full system commissioning to verify that all components are working properly and that any communications with existing system is verified. A control commissioning checklist is to be submitted for review prior to commissioning taken place;
3. Proponents to include at least 8 hours per day of customer training in 2 different days;
4. Proponents to prepare and obtain all TSSA and ESA approvals as required and bear all associated costs;
5. A final commissioning report to be issued by contractor after the system commissioned has been approved by the project team.

## 5.8 Reports and documents

1. Inspection and testing company shall submit site inspection reports within five (5) working days of each inspection;
2. Inspection and testing companies shall submit a written report for each inspection or test, including pertinent data such as conditions at the site, dates, test references, locations of tested materials, actual product identification, testing methodology, procedures, and descriptions, site instructions given, recommendations and/or any other information required by standard applicable to reporting of tests and inspections;
3. Report shall clearly indicate failure of product or procedures to meet applicable standards, give recommendations for retesting or correction. Inspector shall contact Contractor and NRC Departmental Representative immediately when product or product assembly fails to meet requirements of the contract documents;
4. Upon completion of portions of the work subject to independent inspection and testing, submit to the NRC Departmental Representative duplicate certificates of acceptance;
5. Contractor is responsible to receive and distribute the final testing reports as part of the project final quality control point.

## 5.9 Site conditions and work requirements

1. Prior to start site work, all persons employed by the contractor, or by any subcontractor and present on the site must obtain security clearance in accordance with the requirements of the Section entitled Special Instructions to Tenderers. All such persons must wear and keep visible identification badges as issued by the Security Office of NRC:
  - a. Fail to obtain clearance will make it necessary to have a commissionaires officer on site during the work period. All costs related to a commissionaire's officer shall be the responsibility of the contractor.
2. Contractor is responsible to set-up any temporary facilities needed for the work to be completed on site. The location of temporary facilities at site is to be discussed and approved by NRC team:
  - a. Contractor should review with the NRC technical lead any special requirements needed, so proper arrangement can be made;
  - b. If the contractor needs access to utilities not available in the NRC facility, all costs related to temporary installation shall be responsibility of the contractor.
3. Contractor is expected to have all materials available and ready for installation prior to start, as part of the mobilization scope. Storage location for any material needed for this project to be discussed and approved by the NRC team;

4. Contractor is responsible to visit the site prior to installation and review with NRC the minimum work area required:
  - a. It is recommended that the contractor verifies the work interference during site visit and properly identify all major interferences prior to response to this SOW;
  - b. Interferences shall be listed in the response to this SOW;
  - c. If existing interferences have not been listed in the interference list, the contractor will be responsible to work with NRC to resolve them, without impacting the installation schedule;
  - d. NRC is responsible to clean up installation area, to the extent possible, to allow contractor to perform the work in the proposed time frame.
5. After work on site commence, any shutdowns shall be properly coordinate with NRC Departmental Representative and the ASPM authority on site. Contractor to provide at least 48hrs notice;
6. Contractor is responsible to submit a Health and Safety plan to work in the area, which will be reviewed and approved by NRC;
7. Make prior arrangements with the Departmental Representative before starting work or moving materials and equipment on site;
8. Obtain approval of Departmental Representative for regular means of access during the contract period;
9. Obtain approval of Departmental Representative before temporarily suspending operations on site; before returning to the site and before leaving the site at the end of the job;
10. Make good any damage and clean up dirt, debris, etc., resulting from contractor's access during the contract period.

## 5.10 General Section

1. General and Fire Safety Requirements should follow Section 01 35 30, see appendix B, where applicable. Section 01 35 30 shall be reviewed during kick off meeting with the client and the Department Representative to review all relevant and applicable parts to the project;
2. Proponents to ensure all equipment and services needed to modify/demolish/install and complete the work of this SOW are included in their bid proposal;
3. Proponents shall provide a complete set of as built drawings for all disciplines and changes completed;
4. As built drawings shall contain a material list specifying original manufacturer part numbers and supplier part numbers (if applicable);
5. Proponents to present a maintenance package proposal for 1 year period and 5 years period, with annual maintenance costs and recommendations:
  - a. This item is for reference only and will not be evaluated as part of the tender price and shall not be submitted with the financial proposal.
6. Proponents to provide one printed copy and one electrically copy of all O&M manuals for all applicable component and parts supplied;
7. Proponents shall provide a recommended and a minimum spare part list as part of their submission.
  - a. Both Spare part lists shall contain price and delivery dates for the items listed. After the supplier is selected, NRC may decide to include one of the lists as part of the contract supply.
  - b. Spare part costs will not be taken into consideration as part of the financial analysis.

8. Proponents shall demonstrate that they have a 24/7 emergency services;
9. Proponents shall demonstrate that in case of an emergency they have a local service that can respond within 4 hours.

### 5.11 Requirements of Bill 208, Section 18(A)

1. Under the requirements of Bill 208 of the Ontario Ministry of Labour Occupational Health & Safety Act, the following designated substances may be encountered while performing the work described in these contract documents:
  - a. Ceramic Fibers.

### 5.12 Workplace Hazardous Material Information System (WHMIS)

2. The general contractor shall comply with Federal and Provincial legislation regarding the WHMIS. The contractor's responsibilities include, but are not limited to the following:
  - a. To ensure that any controlled product brought on site by the contractor or sub-contractor is labeled;
  - b. To make available to the workers and the Departmental Representative, Material Safety Data Sheets (MSDS) for these controlled products;
  - c. To train own workers about WHMIS, and about the controlled products that they use on site;
  - d. To inform other contractors, sub-contractors, the Departmental Representative, authorized visitors and outside inspection agency personnel about the presence and use of such products on the site;
  - e. The site foreman or superintendent must be able to demonstrate, to the satisfaction of the Departmental Representative, that he/she has had WHMIS training and is knowledgeable in its requirements. The Departmental Representative can require replacement of this person if this condition or implementation of WHMIS is not satisfactory.

### 5.13 Project Schedule

Contractors to present their best completion schedule in their proposal. Schedule will not be taken into consideration during evaluation.

The contractor shall prepare a detailed schedule, fixing the date for commencement and completion of the various parts of the work and update the said schedule. Such schedule shall be made available to the Departmental Representative not later than two (2) weeks after the award of the contract and prior to commencement of any work on site.

Notify Departmental Representative in writing of any changes in the schedule within 48 hours.

### 5.14 Project meetings

Three (3) meetings are expected as part of this contract:

- a. Project kick off meeting;
- b. Pre-testing meeting;

- c. Project close-out meeting.
  1. Contractor is responsible to schedule the meeting dates. NRC will support the contractor to identify a meeting location on site;
  2. Contractor is responsible to prepare meeting agenda and minutes for each meeting as specified below;
  3. Project close-out meeting will be NRC's Project Manager responsibility;
  4. Project kick off meeting:
    - a. No longer than five (5) days after award of Contract, request a meeting of parties in Contract to discuss and resolve administrative procedures and responsibilities prior to the commencement of the work.
    - b. Attendees at Contract start-up meeting shall include the following:
      - i. Contractor's project authority;
      - ii. NRC Departmental Representative(s);
      - iii. Inspection and testing company (as applicable);
      - iv. Manufacturer's representatives (as applicable).
    - c. Agenda to include the following:
      - i. Owner's guidelines and policies;
      - ii. Appointment of official representative of participants in this phase;
      - iii. Review of security clearances and procedures and review of hours of work at the NRC facility;
      - iv. Progress reporting and schedule review;
      - v. Requirements for temporary facilities, signs, offices, storage sheds, utilities, fences.
      - vi. Security requirements at and for the site;
      - vii. Progress claims, administrative procedures, holdbacks;
      - viii. Insurances, transcripts of policies;
      - ix. Contractor's safety procedures;
      - x. Workplace Safety.
  5. Pre-testing meetings:
    - a. After site installation has been completed, or nearly completed, and prior to site testing, schedule a pre-testing meeting as required by the contract documents or as directed by the NRC Departmental Representative;
    - b. Attendees at pre-installation meetings shall include the following:
      - i. Contractor;
      - ii. Subcontractors affected by the work for which the pre-installation meeting is being conducted;
      - iii. NRC Departmental Representative;
      - iv. Manufacturer's representatives, as applicable;
      - v. Inspection and testing company, as applicable.
    - c. Agenda to include the following:
      - i. Owner's guidelines and policies;
      - ii. Appointment of official representatives of participants in the project;
      - iii. Review of completed work;
      - iv. Review of testing procedures and requirements;
      - v. Schedule of the applicable portions of the work;
      - vi. Special safety requirements and procedures.
  6. Project Close-out meeting:

- a. No longer than five (5) days after the final commissioned report has been approved, request a meeting of parties in Contract to discuss the project close-out process and ensure all steps have been taken to allow the project to be closed;
  - b. Attendees at project close-out meeting shall include the following:
    - i. Contractor's project authority;
    - ii. NRC Departmental Representative(s).
  - c. Agenda to include the following:
    - i. Review of project milestones;
    - ii. Review of project deficiencies (when applicable);
    - iii. Lessons learned;
    - iv. Review of any contract issues;
    - v. Final acceptance.
7. Special Meetings:  
NRC Departmental Representative reserve the right to require special meetings which may be held on short notice and at which attendance by Contractor and representatives of affected subcontractors and suppliers is mandatory. Contractor shall keep detailed and accurate meeting notes and distribute copies promptly to all in attendance and those affected by agreements made at such meetings.

## 6. Deliverables

- A set of as-built drawings including all appurtenances cut sheets and other supports documents;
- Project documents as specified in section 4;
- New gas piping, new air circulation ductwork, new control and electrical panels, new burners and all appurtenances specified under this SOW;
- Assembly and installation of the new gas piping and new air circulation lines; including new control and electrical panels and new burners;
- Site testing/commissioning procedure;
- Final quality report.

## 7. Working Hours and Security

Normal working hours on the NRC property are from 7:30 a.m. until 4:00 p.m., Monday to Friday inclusive, except statutory holidays.

At all other times, special written passes are required for access to the building site.

Before scheduling any work outside normal working hours, obtain permission from the Departmental Representative to perform the specific tasks. An escort may be required whenever working outside normal hours. Contractor to bear the associated costs.

## 8. Co-operation

Co-operate with NRC staff in order to keep disruption of normal research work to an absolute minimum.

Work out in advance, a schedule for all work which might disrupt normal work in the building. Have schedule approved by the Departmental Representative.

Notify the Departmental Representative in writing, 72 hours prior to any intended interruption of facilities, areas, corridors, mechanical or electrical services and obtain requisite permission.

## 9. Evaluation criteria

To be considered responsive, a proposal must meet all of the mandatory and rated requirements associated with this solicitation. Proposals which fail to meet all mandatory requirements will be discarded at this stage without further consideration and the proposal will be considered to be non-responsive.

Proposals that meet all the mandatory criteria will be selected for further analysis, and will be evaluated on a combination of minimum mandatory requirements, technical requirements and financial proposals. The successful Bidder shall be the one who accumulates the highest combined score of the technical assessment (60%) and tendered amount (40%), as detailed in appendix A.

## 10. Enquiries

Questions regarding this SOW shall be directed in writing only to:

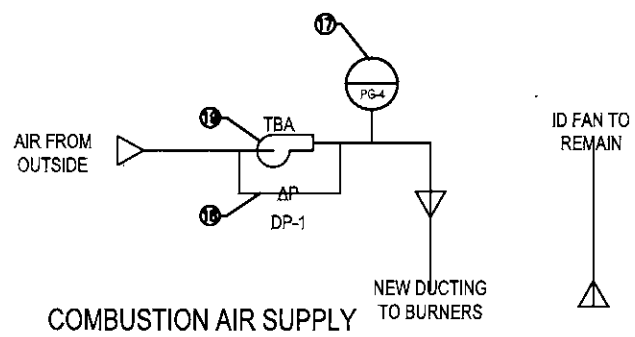
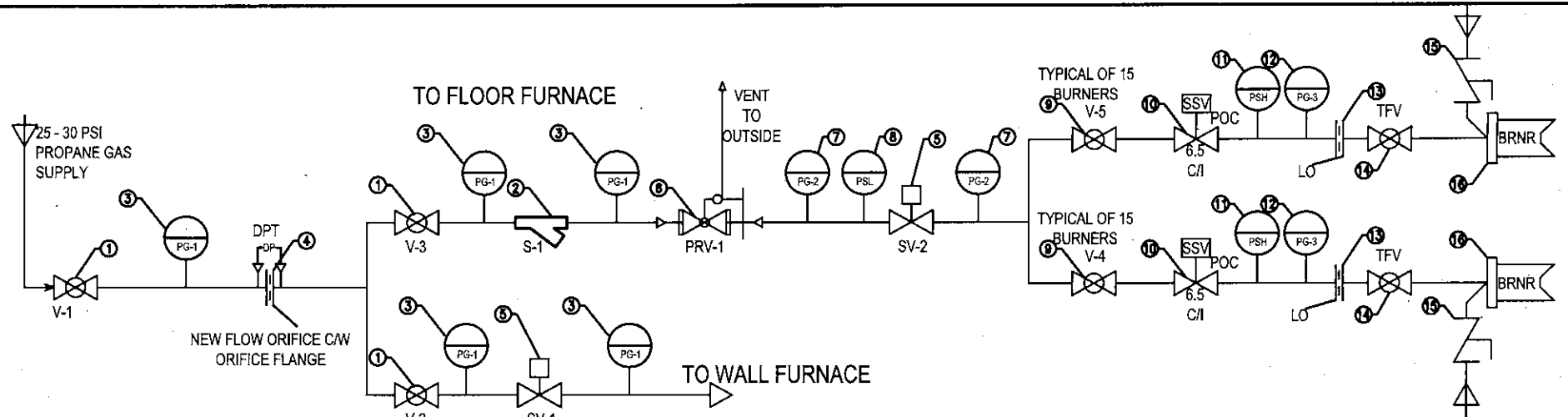
Collin Long  
Procurement Officer / Finance and Procurement Services  
National Research Council / Government of Canada  
1200 Montreal Rd., M-58, Ottawa, ON K1A 0R6  
[collin.long@nrc-cnrc.gc.ca](mailto:collin.long@nrc-cnrc.gc.ca)

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Alexander Nitsche, B.Eng., PMP  
Planning & Reporting Services



# APPENDIX 'B'

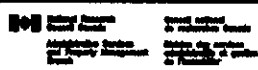


19	1	TBA	TURBO PRESSURE BLOWER, TWIN CITY MODEL TBA, MINIMUM 4320CFM @ 21"W.G.
18	1	DP-1	DIFFERENTIAL PRESSURE SWITCH, DWYER 1950 SERIES
17	1	PG-4	PRESSURE GAUGE, PITANCO LPB 2.5" LIQUID FILL 0-32" w.c. C/W APOLLO 64 SERIES 1/4" BALL VALVE
16	30	BRNR	BURNER, ECLIPSE THERMJET TJ0100 C/W BH BLOCK
15	30	AV	MANUAL AIR VALVE, ECLIPSE 110BV-B, 2.5" NPT
14	30	TFV	LUBRICATED GAS VALVE, 1", HOMESTEAD 600 SERIES, CSA CERTIFIED
13	30	LO	LIMITING ORIFICE, HAUCK LVG505E, 1"
12	30	PG-3	PRESSURE GAUGE, PITANCO LPB 2.5" LIQUID FILL 0-100" w.c. C/W APOLLO 64 SERIES 1/4" BALL VALVE
11	30	PSH	HIGH GAS PRESSURE SWITCH HONEYWELL C6097A1137
10	30	SSV/POC	SAFETY SHUTOFF VALVE, SIEMENS SKP15.01/U1 C/W VGG10.254U, 1"NPT
9	30	V-4, V-5	LUBRICATED GAS VALVE, 1", HOMESTEAD 600 SERIES, CSA CERTIFIED
8	1	PSL	LOW GAS PRESSURE SWITCH HONEYWELL C6097A1137
7	2	PG-2	PRESSURE GAUGE, PITANCO LPB 2.5" LIQUID FILL 0-5 PSI C/W APOLLO 64 SERIES 1/4" BALL VALVE
6	1	PRV-1	FISHER GAS PRESSURE REGULATOR, PROTECTED TO 1.5 - 3 PSI
5	2	SV-1, SV-2	NEW MAXON DS ACTUATOR C/W BALL V-PORT VALVE
4	1	DPT	ABB 266DSH F55A2A1-V2-E4-L5-B1 DP TRANSMITTER C/W 3 VALVE MANIFOLD # 3VD4N5
3	5	PG-1	PRESSURE GAUGE, PITANCO LFB 2.5" LIQUID FILL 0-60 PSI C/W APOLLO 64 SERIES 1/4" BALL VALVE
2	1	S-1	STRAINER
1	3	V-1, V-2, V-3	LUBRICATED GAS VALVE, HOMESTEAD 600 SERIES, CSA CERTIFIED
ITEM	REQ'D	TAG NUMBER	DESCRIPTION

### NOTES:

- SOME COMPONENTS HAVE BEEN OMITTED IN THIS DIAGRAM AND ARE PART OF THE EXISTING EQUIPMENT TO REMAIN. COORDINATE LOCATIONS WITH THE DEPARTMENTAL REPRESENTATIVE.
- MINIMUM REQUIREMENTS ARE SHOWN IN THIS DIAGRAM.
- COMBUSTION AIR FLOW TO EACH BURNER IS 144 CFM @ 16.9" W.C.
- FINAL TURBO PRESSURE BLOWER PERFORMANCE SHALL BE CAREFULLY CALCULATED TO ACCOMMODATE THE FINAL COMBUSTION AIR DUCTWORK ARRANGEMENT AND SIZES.

ASPM 11x17



REV.	DATE	DESCRIPTION
A	MARCH 07, 2019	ISSUED FOR TENDER

**M-08 FLOORING COMBUSTION TESTING FURNACE REBURISHMENT**

### MATERIALS LIST - PROPANE GAS MAIN TRAIN

DATE	BY	CHKD	DATE	BY	CHKD	DATE	BY	CHKD

**GAS VALVE TRAIN SCHEMATIC**

DATE: MAR 07, 2019 BY: [Signature] CHKD: [Signature]

Project: **2002-M01** Scale: [Blank]



## 1. SELECTION CRITERIA

Potential bidders will be rated based on a combination of technical and financial proposals. For this project the total score will be established as follows:

Technical rating 60%	=	Technical Score (Points)
Price rating 40%	=	Price Score (Points)
<hr/>		
Total Score	=	Max. 100 points

### 1.1 Requirements for proposal format

The following proposal format information should be implemented when preparing the proposal:

- Submit one (1) bound original plus three (3) bound copies of the proposal;
- Paper size shall be - 216mm x 279mm (8.5" x 11");
- Minimum font size - 11 point Times or equal;
- Minimum margins - 12 mm left, right, top, and bottom;
- Double-sided submissions are required;
- One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper; and
- 279mm x 432 mm (11" x 17") fold-out sheets (i.e. for spreadsheets and organization charts) will be counted as two pages.

### 1.2 Specific requirement for the proposal

The maximum number of pages (including text and graphics) to be submitted as part of the rated criteria is 30 pages.

If applicable, the following are not part of the page limitation mentioned above:

- Covering letter;
- Cover Page;
- Mandatory and rated requirements reference document from session 4;
- Tab/Dividers, provided they are free of text and/or graphics;
- Declaration/Certifications Form (Appendix A);
- Integrity Provisions – Required Documentation;
- Front page of the RFP;
- Front page of revision(s) to the RFP; and
- Price Proposal Form.

Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the proposal and will not be forwarded to the NRC Evaluation Board for evaluation.

### 1.3 Mandatory requirements

Failure to meet the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

- Bidders must demonstrate they have experience servicing or refurbishing furnaces with over 12,000,000 BTUs. This can be demonstrated by providing a one page document with a clear description of the equipment specifying its type and BTU levels. Its installation location and application should also be identified, as well as the type of service provided by the bidder and the date it was completed. At least three customer references are required.
- Bidders shall demonstrate they have a 24hrs service line for easy communication and that if needed, they have a service team that is able to be on site within no longer than 4 hrs of a service call. Please provide 24hrs service information along with the location of closest service office to the NRC main campus: 1200 Montreal Road, Ottawa to demonstrate compliance.
- Bidders shall demonstrate experience in start-up and commissioning of furnace equipment in excess of 12,000,000 BTUs. This can be demonstrated by providing a one page document with a clear description of the equipment specifying its type and BTU levels. The start-up and/or commissioning procedures/steps shall also be described with details of the work completed and the involvements of the bidder's technicians as well as the clients.
- Complete a mandatory site technical visit on May 8, 2019 at 10:00am to take place at

NRC M-59 building,  
1200 Montreal Road Campus  
Ottawa, ON

When submitting the technical proposal start by demonstrating the mandatory criteria before presenting the rated requirement information.

## 2. RATED REQUIREMENTS

### 2.1 Achievement on similar projects (20 Points)

Bidders must describe their accomplishments, achievements and experience on similar projects. Select a maximum of two (2) projects, of comparable size and complexity to the present project, that have been successfully completed within the last ten (10) years.

Information that should be supplied:

- Provide examples of two (2) similar projects where a Furnace with similar BTU level has been updated and or refurbished;

- Describe the updates completed for the control, electrical, gas supply and air circulation system (as applicable);
- Demonstrate experience working with the same type of furnace to receive an additional point (+1 point of a maximum 10 available); and
- Provide project value, location, and duration. If possible, provide the name of the person responsible and the contact number.

## 2.2 Design of HMI (20 Points)

Bidders must describe their experience designing HMI screens and control system logic.

Information that should be supplied:

- Provide a sample HMI screen captures from two (2) past projects, demonstrating the HMI layout and functionality;
- Provide a list of functions, or screen captures, demonstrating different logics implemented and how the system is controlled; and
- Describe any value added features of their HMI design. For example: ease of adding new I/O, alarm monitoring, alarm overriding and modifying alarm set-points.

## 2.3 Design of PLC control system/cabinet (20 Points)

Bidders must describe their experience designing control systems PLC.

Information that should be supplied:

- Sample system schematic drawings showing typical wiring diagram;
- Sample PLC rack arrangement and cabinet/box design drawings and/or pictures; and
- Describe any value added features of their PLC design. For example: ease of wiring, troubleshooting features and expandability.

## 2.4 Experience with Acceptance Testing Procedures and Commissioning (20 Points)

Bidders must demonstrate their experience with site acceptance testing and/or equipment commissioning.

- Present at least two (2) projects where site acceptance testing and/or commissioning procedures were managed by your company.
  - Describe strategies used to manage client and equipment supplier expectations; and
  - Describe strategies used to deal with test issues and how issues were resolved (if any).

## 2.5. Experience with site service support (20 Points)

Bidders must demonstrate that they have been providing site services for client in the National Capital Region for at least five (5) years. Provide list of ten (10) or more clients (or equipment serviced) and the service dates to demonstrate compliance. Bidders must also demonstrate that their service team has been working with them for at least three (3) years and that they are properly certified to conduct the type of

work described in this SOW. Provide list of individuals with confirmation of employment time as well as a copy of the necessary certificates.

### 3. EVALUATION AND RATING

Financial proposal envelopes will remain sealed and only the technical components of the proposals considered responsive will be reviewed, evaluated and rated by a NRC Evaluation Board in accordance with the following criteria.

Technical Ratings:

IT	Criterion	Rating
2.1	Achievement on similar projects	0 - 20
2.2	Design of HMI	0 - 20
2.3	Design of PLC control system/cabinet	0 - 20
2.4	Experience with Acceptance Testing Procedures and Commissioning	0 - 20
2.5	Experience with site service support	0 - 20
	Total Technical Rating	0 -100

No further consideration will be given to bidders not achieving the pass mark of 60 points.

The successful Bidder shall be the one who accumulates the highest combined score of the technical assessment (60%) and financial proposal (40%), as indicated in the **sample** tables below:

TABLE A	Bidder #1	Bidder #2	Bidder #3
Technical score	85 points out of 100	80 out of 100	75 out of 100
Financial proposal	\$320,000	\$310,000	\$300,000

For information only:

	Technical score	Tendered amount score	Final score
<b>Bidder #1</b>	$\frac{85}{100} \times 60(\%) = 51$	$\frac{300}{320 \text{ k}} \times 40(\%) = 37.5$	= 88.5 (successful bid)
<b>Bidder #2</b>	$\frac{80}{100} \times 60(\%) = 48$	$\frac{300}{310 \text{ k}} \times 40(\%) = 38.7$	= 86.7
<b>Bidder #3</b>	$\frac{75}{100} \times 60(\%) = 45$	$\frac{300}{300 \text{ k}} \times 40(\%) = 40.0$	= 85.0

#### 4. Mandatory and rated requirement reference sheet

Bidders must complete the reference table below to demonstrate where, which page, in their proposal is the information related to each requirement.

This page is to be printed, completed and added as the first page of the technical submission proposal.

MANDATORY REQUIREMENTS	PAGE	NRC USE
Bidders must demonstrate they have experience servicing or refurbishing furnaces with over 12,000,000 BTUs. This can be demonstrated by providing a one page document with a clear description of the equipment specifying its type and BTU levels. Its installation location and application should also be identified, as well as the type of service provided by the bidder and the date it was completed. At least three customer references are required.		
Bidders shall demonstrate they have a 24hrs service line for easy communication and that if needed, they have a service team that is able to be on site within no longer than 4 hrs of a service call. Please provide 24hrs service information along with the location of closest service office to the NRC main campus: 1200 Montreal Road, Ottawa to demonstrate compliance.		
Bidders shall demonstrate experience in start-up and commissioning of furnace equipment in excess of 12,000,000 BTUs. This can be demonstrated by providing a one page document with a clear description of the equipment specifying its type and BTU levels. The start-up and/or commissioning procedures/steps shall also be described with details of the work completed and the involvements of the bidder's technicians as well as the clients.		
Complete a mandatory site technical visit (please add the attended date, it will be verify against the attendance document)		

RATED REQUIREMENTS	PAGE	NRC USE
Achievement on similar projects		
Design of HMI		
Design of PLC control system/cabinet		
Experience with Acceptance Testing Procedures and Commissioning		
Experience with site service support		

Project Reference number:	IMC0257
Bidder/proponent:	
Reference Number (if applicable):	
Date:	
Signature	



Appendix "D"

<b>ID</b>	<b>2035</b>
<b>Title</b>	<b>General Conditions - Services</b>
<b>Date</b>	<b>2011-05-16</b>
<b>Status</b>	<b>Active</b>

- 01 Interpretation
- 02 Powers of Canada
- 03 Status of the Contractor
- 04 Conduct of the Work
- 05 Subcontracts
- 06 Specifications
- 07 Replacement of Specific Individuals
- 08 Time of the Essence
- 09 Excusable Delay
- 10 Inspection and Acceptance of the Work
- 11 Invoice Submission
- 12 Taxes
- 13 Transportation Costs
- 14 Transportation Carriers' Liability
- 15 Payment Period
- 16 Interest on Overdue Accounts
- 17 Compliance with Applicable Laws
- 18 Ownership
- 19 Copyright
- 20 Translation of Documentation
- 21 Confidentiality
- 22 Government Property
- 23 Liability
- 24 Intellectual Property Infringement and Royalties
- 25 Amendment and Waivers
- 26 Assignment
- 27 Suspension of the Work
- 28 Default by the Contractor
- 29 Termination for Convenience
- 30 Accounts and Audit
- 31 Right of Set-off
- 32 Notice
- 33 Conflict of Interest and Values and Ethics Codes for the Public Service
- 34 No Bribe or Conflict
- 35 Survival
- 36 Severability
- 37 Successors and Assigns
- 38 Contingency Fees
- 39 International Sanctions
- 40 Harassment in the Workplace
- 41 Entire Agreement



### **2035 01 (2008-05-12) Interpretation**

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions incorporated in full text to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the National Research Council of Canada and any other person duly authorized to act on behalf of the National Research Council Canada.

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

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

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

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

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

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

"Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

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

### **2035 02 (2008-05-12) Powers of Canada**

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

### **2035 03 (2008-05-12) Status of the Contractor**

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.





**2035 04 (2008-05-12) Conduct of the Work**

1. The Contractor represents and warrants that:
  - (a) it is competent to perform the Work;
  - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
  - (a) perform the Work diligently and efficiently;
  - (b) except for Government Property, supply everything necessary to perform the Work;
  - (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - (d) select and employ a sufficient number of qualified people;
  - (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
  - (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has been conducting himself/herself improperly.
4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 27, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.
8. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by



Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

#### **2035 05 (2010-01-11) Subcontracts**

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
  - (a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
  - (b) subcontract any portion of the Work as is customary in the carrying out of similar contracts; and;
  - (c) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).
3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract.
4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

#### **2035 06 (2008-05-12) Specifications**

1. Specifications provided by Canada or on behalf of Canada to the Contractor in connection with the Contract belong to Canada and must be used by the Contractor only for the purpose of performing the Work.
2. If the Contract provides that Specifications furnished by the Contractor must be approved by Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

#### **2035 07 (2008-05-12) Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:



- (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

**2035 08 (2008-05-12) Time of the Essence**

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

**2035 09 (2008-05-12) Excusable Delay**

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

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

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



5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
  - (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - (b) the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

#### **2035 10 (2008-05-12) Inspection and Acceptance of the Work**

1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
2. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
3. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three (3) years after the end of the Contract.

#### **2035 11 (2008-05-12) Invoice Submission**

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - (a) the date, the name and address of the client, item or reference numbers, deliverable and/or description of the Work, contract number, GST/HST number;
  - (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
  - (c) deduction for holdback, if applicable;



- (d) the extension of the totals, if applicable; and
  - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
  4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### **2035 12 (2010-08-16) Taxes**

#### **1. Municipal Taxes**

Municipal Taxes do not apply.

#### **2. Provincial Taxes**

- (a) Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
  - (i) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:  
Prince Edward Island OP-10000-250  
Manitoba 390-516-0
  - (ii) for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
- (b) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
- (c) Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
- (d) The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

#### **3. Changes to Taxes and Duties**

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor.



However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

4. GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

5. Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

**2035 13 (2010-01-11) Transportation Costs**

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

**2035 14 (2010-01-11) Transportation Carriers' Liability**

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

**2035 15 (2008-05-12) Payment Period**

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 16.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

**2035 16 (2008-12-12) Interest on Overdue Accounts**

1. For the purpose of this section:



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

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

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

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

#### **2035 17 (2008-05-12) Compliance with Applicable Laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

#### **2035 18 (2008-05-12) Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.



### **2035 19 (2008-05-12) Copyright**

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

### **2035 20 (2008-05-12) Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada under section 20. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

### **2035 21 (2008-05-12) Confidentiality**

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
3. Subject to the *Access to Information Act*, R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the





Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.

4. The obligations of the Parties set out in this section do not apply to any information if the information:
  - (a) is publicly available from a source other than the other Party; or
  - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
  - (c) is developed by a Party without use of the information of the other Party.
5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under National Research Council Canada (NRC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
8. The Contractor consents in the case of a contract that has a value in excess of \$10,000.00 to the public disclosure of information – other than information described in any of paragraphs 20(1)a) to (d) of the Access to Information Act – relating to the contract.

#### **2035 22 (2008-05-12) Government Property**

1. All Government Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.
2. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
3. All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that are



Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.

4. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

#### **2035 23 (2008-05-12) Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### **2035 24 (2008-05-12) Intellectual Property Infringement and Royalties**

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor



name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement. "Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

#### **2035 25 (2008-05-12) Amendment and Waivers**

1. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
2. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with subsection 1.
3. A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
4. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

#### **2035 26 (2008-05-12) Assignment**

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

#### **2035 27 (2008-05-12) Suspension of the Work**

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to one



hundred eighty (180) days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these one hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 28 or section 29.

2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

#### **2035 28 (2008-05-12) Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the dissolution, liquidation or winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
  - (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and



- (b) the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.

- 5. Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.
- 6. If the Contract is terminated for default under subsection 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 1 of section 29.

**2035 29 (2008-05-12) Termination for Convenience**

- 1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- 2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
  - (a) on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - (b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
  - (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
- 3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
- 4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

**2035 30 (2008-05-12) Accounts and Audit**



1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

**2035 31 (2008-05-12) Right of Set-off**

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

**2035 32 (2008-05-12) Notice**

Any notice under the Contract must be in writing and may be delivered by and, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Contracting Authority.

**2035 33 (2008-05-12) Conflict of Interest and Values and Ethics Codes for the Public Service**

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

**2035 34 (2008-05-12) No Bribe or Conflict**



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

#### **2035 35 (2008-05-12) Survival**

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

#### **2035 36 (2008-05-12) Severability**

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

#### **2035 37 (2008-05-12) Successors and Assigns**

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

#### **2035 38 (2008-12-12) Contingency Fees**

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



**2035 39 (2010-01-11) International Sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 29.

**2035 40 (2008-05-12) Harassment in the Workplace**

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

**2035 41 (2008-05-12) Entire Agreement**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.



**STANDARD INSTRUCTIONS AND CONDITIONS:  
(APPLICABLE TO BID SOLICITATION)**

**1. Submission of Bids**

1.1 It is the Bidder's responsibility to:

- (a) return a signed original of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
- (b) direct its bid ONLY to the Bid Receiving address specified;
- (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

**Timely and correct delivery of bids to the specified bid delivery address is the sole responsibility of the Bidder. The National Research Council Canada (NRC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.**

1.2 Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. NRC may enter into contract without negotiation.

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

1.4 Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by NRC in such bid solicitation.

1.5 While NRC may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.

1.6 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.

1.7 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.

1.8 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion: either continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or cancel the solicitation; or cancel and reissue the solicitation.

## 2. Late Bids

2.1 It is NRC policy to return, unopened, bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

## 3. Delayed Bids

3.1 A bid delivered to the specified Bid Receiving area after the closing date and time but before the contract award date may be considered, provided the delay can be proven to have been due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). The only pieces of evidence relating to a delay in the CPC system that are acceptable to NRC are:

- (a) CPC cancellation date stamp;
- (b) a CPC Priority Courier Bill of Lading; and
- (c) a CPC Xpresspost Label,

that clearly indicate that the bid was mailed prior to the bid closing date.

Example: If the bid closing date was May 15, 1995, then the CPC cancellation date stamp should read no later than May 14, 1995, to be accepted.

3.2 Please request the postal employee to date-stamp your envelope.

3.3 For bids transmitted by facsimile or commercial telegram, only the date and the time of receipt recorded by NRC at the Bid Receiving number stated in the bid solicitation will be accepted as evidence of a delayed bid.

3.4 Misrouting, traffic volume, weather disturbances, or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by NRC.

## 4. Postage Meters

4.1 Postage meter imprints, whether imprinted by the Supplier, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing. It should be noted that CPC does not normally apply a cancellation date stamp to metered mail; this is usually done only when postage stamps are used.

## 5. Responses Transmitted by Facsimile or Commercial Telegram

5.1 If you are in doubt that your bid will be delivered on time at the specific location designated for the receipt of the bid, you may use a facsimile or a commercial telegram, unless otherwise instructed in the bid solicitation.

Due to the volume of technical material required for some bids, certain bid solicitations may specify that submissions by facsimile or commercial telegram are not acceptable (e.g. science solicitations).

5.2 Unless otherwise instructed in the bid solicitation, the only acceptable number for responses to bid solicitations issued by NRC headquarters sectors is facsimile number (613) 991-3297.

5.3 If the bidder chooses to submit a facsimile or commercial telegram bid, NRC will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to the following:

- (a) receipt of garbled or incomplete bid;
- (b) availability or condition of the receiving facsimile equipment;
- (c) incompatibility between the sending and receiving equipment;
- (d) delay in transmission or receipt of the bid;
- (e) failure of the Bidder to properly identify the bid;
- (f) illegibility of the bid; or
- (g) security of bid data.

5.4 Bids submitted by facsimile or commercial telegram will constitute your formal bid and must contain:

- (a) the bid reference number;
- (b) the closing date and time;
- (c) sufficient data to allow evaluation, such as unit prices, country of currency in the event that the bid is submitted in a foreign currency, sales tax, duty, technical data (where applicable) and any deviation(s) from the bid solicitation document.

5.5 For responses transmitted by facsimile or commercial telegram, written confirmation is required within two (2) working days after bid closing, unless otherwise specified in this solicitation. All documents confirming bids should bear the word "CONFIRMATION".

5.6 NRC does not undertake to protect the confidentiality of the transmission of any document sent by facsimile. Vendors concerned with the confidentiality of their documents are advised to submit their proposals in sealed envelopes.

## **6. Customs Clearance**

6.1 It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the scheduled bid closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted under the Late Bids Policy.

For further information, please contact the Contracting Authority identified in the bid solicitation.

bid instructions\_rfp.doc



**APPENDIX "F" ANNEXE "F"**

Contract Number / Numéro du contrat P.R. 819562
Security Classification / Classification de sécurité UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>National Research Council</b>		2. Branch or Directorate / Direction générale ou Direction Construction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail To replace the existing burners, gas lines and ventilation lines at the Floor Furnace equipment located at building M-59			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions. Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	
7. c) Level of Information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui
- Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET-SIGINT<br>TRÈS SECRET - SIGINT          | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |
- Special comments:  
Commentaires spéciaux : \_\_\_\_\_
- NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat

P.R. 819562

Security Classification / Classification de sécurité

UNCLASSIFIED

**PART C - (continued) / PARTIE C - (suite)**

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

No  
Non  Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

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

No  
Non  Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat P.R. 819562
Security Classification / Classification de sécurité UNCLASSIFIED

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Alexander Nitsche	Title - Titre Project Manager	Signature 	
Telephone No. - N° de téléphone 613 998 9227	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel alexander.nitsche@nrc-cnrc.gc.ca	Date March 5, 2019
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Richard Bramucci	Title - Titre Analyst, Security in Contracting	Signature 	
Telephone No. - N° de téléphone (613) 991-1093	Facsimile No. - N° de télécopieur (613) 990-0946	E-mail address - Adresse courriel richard.bramucci@nrc-cnrc.gc.ca	Date <b>APPROVED</b> By R.Bramucci at 3:06 pm, Mar 07, 2019
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) 	Title - Titre Procurement Officer	Signature 	
Telephone No. - N° de téléphone 613-993-0431	Facsimile No. - N° de télécopieur 613-991-3297	E-mail address - Adresse courriel collin.long@nrc-cnrc.gc.ca	Date April 12, 2019
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

**Protected B** when completed

## Integrity Declaration Form

An Integrity Declaration Form must be submitted **only** when:

1. the supplier, one of its affiliates<sup>1</sup> or a proposed first-tier subcontractor<sup>2</sup> has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the [Ineligibility and Suspension Policy](#) (the "Policy"); and/or
2. the supplier is unable to provide any of the certifications required by the [Integrity Clauses](#).

### Instructions for Submitting an Integrity Declaration Form

1. Please complete the Integrity Declaration Form by providing the information requested in the table, below. Put the completed Form in a sealed envelope labeled, "Protected B," and addressed to:

Integrity, Departmental Oversight Branch  
Public Services and Procurement Canada  
11 Laurier Street, Place du Portage, Phase III, Tower A, 10A1 – room 105  
Gatineau (Québec), Canada K1A 0S5

2. Include the sealed envelope with your bid submission, offer or lease.

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<sup>1</sup> Please refer to the Policy for the definition of affiliate. An affiliate of a business entity includes persons, such as the senior officers of the business entity, and associated entities such as parent companies and subsidiaries.

<sup>2</sup> The term "first-tier subcontractor" is defined in section 16(a) of the Policy. A proposed first-tier subcontractor is a first-tier subcontractor that is identified by name in a bid submission, offer, lease, etc. by a supplier in a procurement process or real property transaction.



**SECTION 1: SUPPLIER INFORMATION**

Supplier's legal name:	
Supplier's address:	
Supplier's procurement business number (PBN):	
Lease or solicitation number:	
Date of bid, offer submission date or closing date of Invitation to Offer: (YYYY-MM-DD)	

**SECTION 2: FOREIGN CRIMINAL OFFENCES**

If applicable, please provide a complete list of all foreign criminal charges and convictions received in the past three years, pertaining to yourself, your affiliates and your proposed first-tier subcontractors that, to the best of your knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions received in the past three years, including the information below, in a separate document under the heading **Foreign Criminal Offences**, to be included with this Form.

Name of party with charge or conviction	
Relationship of party to supplier	
Foreign country and jurisdiction where charge/conviction occurred	
Specify whether charge or conviction	
Section number and law under which charge/conviction occurred	
Date of charge/conviction (YYYY-MM-DD)	
Domestic offence that may be similar	
Additional Comments:	

Additional charges/convictions are identified in a separate document included with this Form:

Yes  No **SECTION 3: INABILITY TO PROVIDE A CERTIFICATE****A. INABILITY TO CERTIFY AS TO FOREIGN CRIMINAL CHARGES AND CONVICTIONS**

If you are unable to certify that you have provided the required list of all foreign criminal charges and convictions received in the past three years, you must explain why. The explanation should be provided in a separate document under the heading Inability to Certify as to Foreign Criminal Charges and Convictions, to be included with this Form. PWGSC may request additional information from you.

An explanation regarding foreign criminal charges and convictions received in the past three years is provided in a separate document included with this Form: Yes  No

**B. INABILITY TO CERTIFY AS TO DOMESTIC CRIMINAL OFFENCES AND OTHER CIRCUMSTANCES**

If a criminal offence or other circumstance described in the Policy applies to you, one of your affiliates or a proposed first-tier subcontractor, you must identify that offence or circumstance, below. By marking a box beside an offence, you are acknowledging that the identified party, be it you, an affiliate or a first-tier subcontractor, has been charged with, convicted of or pleaded guilty to, that offence in the past three years. In the row titled Comments, you must identify the affected party by name and specify how the particular offence you have identified applies to the named party.

<b>Offence</b>	<b>Supplier</b>	<b>Affiliate</b>	<b>Subcontractor</b>
<b><i>Financial Administration Act</i></b>			
80(1)(d): False entry, certificate or return	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
80(2): Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
154.01: Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><i>Criminal Code</i></b>			
121: Frauds on the government and contractor subscribing to election fund	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
124: Selling or purchasing office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
380: Fraud – committed against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
418: Selling defective stores to Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><i>Criminal Code</i></b>			
119: Bribery of judicial officers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
120: Bribery of officers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
346: Extortion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
366: Forgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

367:	Punishment for forgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
368:	Use, trafficking or possession of a forged document	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
382:	Fraudulent manipulation of stock exchange transactions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
382.1:	Prohibited insider trading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
397:	Falsification of books and documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
422:	Criminal breach of contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
426:	Secret commissions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
462.31:	Laundering proceeds of crime	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
467.11:	Participation in activities of criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
467.12:	Commission of offence for criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
467.13:	Instructing commission of offence for criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Competition Act</b>				
45:	Conspiracies, agreements or arrangements between competitors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46:	Foreign directives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47:	Bid rigging	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49:	Agreements or arrangements of federal financial institutions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
52:	False or misleading representation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
53:	Deceptive notice of winning a prize	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Corruption of Foreign Public Officials Act</b>				
3:	Bribing a foreign public official	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4:	Accounting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5:	Offence committed outside Canada	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Controlled Drugs and Substances Act</b>				
5:	Trafficking in substance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6:	Importing and exporting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7:	Production of substance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Lobbying Act</b>				
Registration of Lobbyists				
5:	Consultant Lobbyists	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7:	In-house Lobbyists (Corporations and Organizations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Income Tax Act</b>				

239: False or deceptive statements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Excise Tax Act</b> 327: False or deceptive statements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other Circumstances (Specify):</b>			
<b>Comments:</b>			

**C. INABILITY TO CERTIFY AS TO A DETERMINATION OF INELIGIBILITY OR SUSPENSION**

If you are aware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor, you should explain the circumstances of your participation in the competitive process. With respect to an ineligible or suspended subcontractor, then you should include a copy of the written consent to propose the ineligible or suspended subcontractor.

If you are otherwise unable to certify that you are unaware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor you must explain why.

All required explanations should be provided in a separate document under the heading Inability to Certify as to a Determination of Ineligibility or Suspension, to be included with this Form. PWGSC may request additional information from the supplier.

An explanation regarding a determination of ineligibility or suspension is provided in a separate document included with this Form: Yes  No

**Declaration**

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (supplier's name) \_\_\_\_\_ declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that a false or misleading certification or declaration will result in my proposal or offer being deemed non-responsive. I am also aware that Canada may terminate a contract or real property agreement for default when a supplier has provided a false or

misleading certification or declaration and, further to the Policy, the supplier will be ineligible for award of a contract or real property agreement for 10 years.

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Signature

## **With Thanks**

We appreciate your interest in doing business with the Government of Canada and your understanding of the additional steps that must be taken to protect the integrity of Canada's procurement and real property processes.

## Guidance Document for the Declaration Form

This Integrity Declaration Form (the “Form”) is for use by bidders in procurement processes and by vendors, purchasers, tenants and lessors in real property transactions. In this Form, the term “supplier” includes bidders, vendors, purchasers, tenants and lessors. The term “party” is used in this Form to include suppliers, affiliates and first-tier subcontractors.

The Integrity Clauses contained in instruments involved in procurement processes and real property transactions (the “Integrity Clauses”) require a supplier to submit an Integrity Declaration Form in two circumstances:

1. when the supplier, one of its affiliates<sup>3</sup> or a proposed first-tier subcontractor<sup>4</sup> has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the listed offences in the *Ineligibility and Suspension Policy* (the “Policy”); and
2. when the supplier is unable to provide any of the certifications required by the Integrity Clauses.

An Integrity Declaration Form must be submitted only when one or both of these circumstances apply to the supplier. When no Form is submitted, it will be understood to mean that neither of these two circumstances apply to the supplier.

A supplier that provides a false or misleading certification or declaration will have its proposal or offer deemed non-responsive. Canada may also terminate a contract or real property agreement for default in such circumstances. Moreover, further to the Policy, a supplier will be ineligible for award of a contract or real property agreement for 10 years.

### 1. Foreign Criminal Offences

The Policy provides, among other things, that a supplier may be ineligible for award of a contract or real property agreement when the supplier or one of its affiliates has, in the past three years, been convicted of an offence listed in the Policy or of a similar offence in a foreign jurisdiction. The Integrity Clauses require a supplier to provide a complete list of all foreign criminal charges and convictions, received in the past three years, pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The domestic offences listed in the Policy, including their section numbers, are identified in section B of this form, under the heading **Inability to Certify as to Domestic Criminal Offences and Other Circumstances**. PWGSC determines whether a foreign offence and

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<sup>3</sup> Please refer to the Policy for the definition of affiliate. An affiliate of a business entity includes persons, such as the senior officers of the business entity, and associated entities such as parent companies and subsidiaries.

<sup>4</sup> The term “first-tier subcontractor” is defined in section 16(a) of the Policy. A proposed first-tier subcontractor is a first-tier subcontractor that is identified by name in a bid submission, offer, lease, etc. by a supplier in a procurement process or real property transaction.

an offence listed in the Policy are similar. PWGSC may seek additional information from a supplier for purposes of making this determination.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions, including all necessary information, in a separate document under the heading **Foreign Criminal Offences**, to be included with this Form.

## **2. Inability to Provide a Certificate**

The Integrity Clauses provide that, by submitting a bid or offer, a supplier is certifying to the truth of six statements. Generally speaking, a supplier is certifying that:

1. it has read and understands the Policy, including that it may be declared ineligible to enter into a contract or real property agreement with Canada in certain circumstances;
2. none of those circumstances that will or may result in the supplier being ineligible to enter, or suspended from entering, a contract or real property agreement apply to it; and
3. it has provide a complete list of all foreign criminal charges and convictions received in the past three years, pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the domestic offences listed in the Policy.

When a supplier is unable to provide any of the six certifications required by the Integrity Clauses, it must complete and submit this Form with its bid or offer.

### **A. Inability to Certify as to Foreign Criminal Charges and Convictions**

As noted above, the Integrity Clauses require a supplier to provide a complete list of all foreign criminal charges and convictions, received in the past three years, pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The complete list of foreign criminal charges and convictions, if any, must be submitted using this Form. By submitting a bid or offer, a supplier is certifying that it has provided a complete list of all such foreign criminal charges and convictions, if any.

If a supplier is unable to certify that it has provided the required list of all foreign criminal charges and convictions received in the past three years, it must explain why. The explanation should be provided in a separate document under the heading **Inability to Certify as to Foreign Criminal Charges and Convictions**, to be included with this Form. PWGSC may request additional information from the supplier.

### **B. Inability to Certify as to Domestic Criminal Offences and Other Circumstances**

The Integrity Clauses require a supplier to certify that, in the past three years, none of the domestic criminal offences listed in sections 6(a) to (c) of the Policy, as identified in section 3.B of this form, and other circumstances described in the Policy, that will or may result in a determination of ineligibility or suspension, apply to it, one of its affiliates or a proposed first-tier subcontractor. A criminal offence applies to a party where the party has been charged with, convicted of or pleaded guilty to, the offence in the past three years and has not received a pardon for the offence.<sup>5</sup> Other circumstances identified in the Policy that will or may result in ineligibility or suspension include entering into a first-tier subcontract with an ineligible or suspended supplier [Policy, s. 6(d)], providing a false or misleading certification or declaration [Policy, s. 6(e)] and breaching a term or condition of an Administrative Agreement with PWGSC [Policy, s. 7(c)].

When a criminal offence or other circumstance described in the Policy, occurring in the past three years, applies to a supplier, one of its affiliates or a proposed first-tier subcontractor, the supplier must identify that offence or circumstance. By marking a box beside an offence, a supplier is acknowledging that in the past three years, the identified party, be it the supplier, an affiliate or a first-tier subcontractor, has been charged with, convicted of or pleaded guilty to, that offence. In the row titled Comments, the supplier must identify the affected party by name and specify how the particular offence it has identified applies to the named party.

### **C. Inability to Certify as to a Determination of Ineligibility or Suspension**

The Integrity Clauses require a supplier to certify that it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it, one of its affiliates or a proposed first-tier subcontractor. The process for determining the status of a party under the Policy is described in section 16(b) of the Policy. When a supplier is unable to provide this certification, it must complete this Form.

Under section 15 of the Policy, titled Public Interest Exception (“PIE”), a contracting authority may enter into a contract or real property agreement with an ineligible or suspended supplier in narrow circumstances if the relevant Deputy Head or equivalent considers that doing so is in the public interest. Subject to receiving a PIE, an ineligible or suspended supplier that participates in a competitive solicitation or real property transaction will be declared non-responsive [Policy, s. 13(c)]. A supplier seeking a PIE in a competitive process would be unable to certify as to the absence of a determination with respect to itself.

Similarly, under section 16(e) of the Policy, a supplier may seek, in advance, the written consent of the relevant Deputy Head or equivalent to propose an ineligible or suspended first-tier subcontractor in a competitive process. Such request should be made through the named contracting or real property authority. A supplier that has obtained, in advance, written consent to use an ineligible or suspended first-tier subcontractor would

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<sup>5</sup> See, Policy, section 8, for information on pardons. A pardon would apply only to a conviction.



be unable to certify as to the absence of a determination with respect to the subcontractor.

It should be noted, however, that a Deputy Head or equivalent cannot provide consent to contract with a supplier that has lost its capacity to contract with Canada, further to subsection 750(3) of the *Criminal Code*. Similarly, consent cannot be provided for a supplier to enter into a first-tier subcontract with a subcontractor that has lost its capacity to receive any benefit under a contract between Canada and any other person, further to subsection 750(3) of the *Criminal Code*.

When a supplier is aware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it should explain the circumstances of its participation in the competitive process. If the supplier is seeking a PIE, it should explain why it is in the public interest to be awarded the contract. With respect to an ineligible or suspended subcontractor, the supplier should include a copy of the written consent to propose the ineligible or suspended subcontractor.

When a supplier is otherwise unable to certify that it is unaware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it must explain why.

All required explanations should be provided in a separate document under the heading **Inability to Certify as to a Determination of Ineligibility or Suspension**, to be included with this Form. PWGSC may request additional information from the supplier.