



**REQUEST FOR PROPOSALS  
DEMANDE DE PROPOSITIONS**

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

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

Instructions: See Herein

<b>Title/Sujet</b>  <b>Validation services for the new Clinical Trial Manufacturing Centre (CTMF) for National Research Council Canada</b>	
<b>Solicitation No./N. de l'invitation</b> <b>22-58009</b>	<b>Date</b> <b>May 16, 2020</b>
<b>Solicitation Closes/L'invitation prend fin</b> <b>at/à 14 :00</b> <b>on/le June 09, 2022</b>	<b>Time Zone/Fuseau Horaire</b> <b>EDT</b>
<b>Address Enquiries To/Adresser demandes de renseignements à :</b> Cindy Romain Telephone No./N. de téléphone : 613-299-2748 E-mail address : <a href="mailto:cindy.romain@nrc-cnrc.gc.ca">cindy.romain@nrc-cnrc.gc.ca</a> and Simon.Riendeau Telephone No./N. de téléphone : 438-340-1248 E-mail address : <a href="mailto:simon.riendeau@nrc-cnrc.gc.ca">simon.riendeau@nrc-cnrc.gc.ca</a>	

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> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<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>

## TITLE

### 1.0 PRESENTATION OF PROPOSALS

- 1.1 You are invited to submit one electronic Technical Proposal and one electronic Financial Proposal in two separate attachments to fulfill the following requirement forming part of this Request for Proposal. One attachment **must** be clearly marked 'Technical Proposal' and the other attachment **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 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 for the commissioning and validation of the utilities and production equipment 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 on **Contract award (week of Jul 04, 2022)** and be completed by **27 October, 2023**.

### 4.0 ENQUIRIES

- 4.1 If you require clarification regarding any aspect of this RFP, address all queries both Contracting Authorities, identified below, at least 5 working days before the closing date. All queries must be in writing and queries received less than 5 working days prior to the closing date cannot be guaranteed a response. Information received verbally will not be binding upon the NRC.

**Cindy Romain**

Contracting Authority, Procurement Services  
National Research Council Canada

Telephone: 613-299-2748

E-mail address: [Cindy.romain@nrc-cnrc.gc.ca](mailto:Cindy.romain@nrc-cnrc.gc.ca)

And

**Simon Riendeau**

Telephone No./N. de téléphone : 438-340-1248

E-mail address: [simon.riendeau@nrc-cnrc.gc.ca](mailto:simon.riendeau@nrc-cnrc.gc.ca)

- 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 through the Open Bidding System (OBS) 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 Technical and Financial Proposals must be **received electronically** no later than 14:00 EDT (according to NRC's Server Time), June 09, 2022, to the following **Contracting Authority**:

[Cindy.romain@nrc-cnrc.gc.ca](mailto:Cindy.romain@nrc-cnrc.gc.ca)

**\*\*The maximum file size that NRC can receive in a single email is 10MB\*\***

**\*\*Bidders are urged to send their proposals well before the bid closing time to avoid potential transmission delays\*\***

<b>Proposals must not be sent directly to the Project Authority</b>
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- 5.2 All risks and consequences of incorrect delivery of electronic bids are the responsibility of the Bidder. **The National Research Council Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before. Electronic bids received after the indicated closing time based on NRC servers' received time will be irrevocably rejected. Bidders are urged to send their proposal in sufficient time, in advance of the closing time to reduce any technical issues. The National Research Council Canada will not be held responsible for bids sent before closing time but received by the NRC servers after the closing time.**
- 5.3 Bid submissions must be in accordance with the **Standard Instructions and Conditions** (Applicable to Bid Solicitation) attached as **Appendix "E"**.
- 5.4 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.
- 5.5 All submitted proposals become the property NRC.

## 6.0 **EVALUATION CRITERIA**

- 6.1 Proposals will be assessed in accordance with the mandatory and rated evaluation attached as **Appendix B**. Bidders shall provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the bidder in his/her proposal.

## 7.0 **COST PROPOSAL**

- 7.1 The Contractor must complete this pricing schedule provided in **Appendix C – Pricing Form** and include it as a separate attachment in the electronic bid submission and clearly marked as "**Pricing Proposal**".

It is anticipated that the work will take place at 6100 Royal Mount Ave, Montreal, Québec. **The per diem rates must include all costs required to perform the work, including Travel and Living Costs incurred in performing the services.** Where NRC directs the Contractor to work outside Montreal region, the Contractor shall be paid for preauthorized reasonable and proper travel and living expenses supported by appropriate receipts. In this case, Travel and Living Costs will be in addition to the per diem rates.

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 **LEVEL OF EFFORT**

8.1 **As per Appendix A – Statement of Work and Appendix F – List of Equipment and LOT numbers & Utility System Qualification.**

## 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 Selection of the successful bidder will be the highest combined Technical Rating (70%) and Price (30%). Refer to **Appendix B – Evaluation Criteria and Basis of Selection.**

- 9.3 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFP.
- 9.4 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".
- 9.5 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**

- 11.0 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 Should we mention here about the Non-disclosure agreement to will need to be signed by both parties

#### 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**

**Bidder compliance with all of the following clauses, terms and conditions of the resulting contract is mandatory.**

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

- 20.1 The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfillment 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.

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

- 21.1 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.

## 22.0 **LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS**

22.1 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.

## 23.0 **FORMER PUBLIC SERVANT**

23.1 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.

### 23.2 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.

23.3 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.

23.4 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.

23.5 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.

23.6 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.

24.0 **OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)**

24.1 The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

25.0 **ENVIRONMENTAL CONSIDERATIONS**



25.1 Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573> , for this solicitation:

- Offerors / suppliers are encouraged to offer or suggest green solutions whenever possible.
- Offerors / suppliers are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.
- The paper format of the offer / arrangement should be certified as originating from a sustainable managed forest and/or with a minimum of 30% recycled content.
- Offerors / suppliers should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- Product components used in performing the services should be recyclable and/or reusable, whenever possible.
- Offerors / suppliers are encouraged to offer goods and/or services certified to a reputable eco-label.
- Offerors / suppliers should use equipment that has high energy efficiency or produces low air emissions.
- Offerors / suppliers are encouraged to offer environmentally preferred products which supports a sustainable environment for nature and wildlife.
- Offerors / suppliers are encouraged to offer environmentally preferred products which ensure the comfort and air quality of building occupants.

Suppliers are encouraged to consult the following websites:  
<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/index-eng.html>  
<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/rle-glr-eng.html>

## 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 In addition to all other information required in the procurement process, the Supplier **must** provide the following:

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

SURNAME	GIVEN NAME(S)	TITLE

#### 27.0 **SECURITY LEVEL**

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.

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

Bidders are requested to identify the current status and level of the government security clearance held by the proposed professional personnel. It should be noted that the proposed personnel of the contractor will be required to have appropriate security clearances if they are to have any access to classified or protected material.

Such clearances will be pre-condition to the authorization of any work under any Contract established as a result of this invitation. If the lack of appropriate clearance jeopardizes the contractor's ability to undertake the work required in a timely manner, an alternate contractor will be selected.

#### 28.0 **WORK LOCATION**

The normal location of work for this assignment will be the National Research Council Canada, 6100 Royalmount Ave, Montréal, Québec.

#### 29.0 **FEDERAL CONTRACTOR'S PROGRAM (FCP)**

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$1,000,000.00 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

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

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$1,000,000.00 or more), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC.)

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

<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html>

### 30.0 **FINANCIAL STATEMENTS**

In order to confirm a bidder's financial capability to perform the subject requirement, the Contracting Authority reserves the right to have access, during the bid evaluation phase, to current bidder financial information. If requested, the financial information to be provided shall include, but not be limited to, the bidder's most recent audited financial statements or financial statements certified by the bidder's chief financial officer.

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

In the event that a bid is found to be non-compliant on the basis that the bidder is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the bidder.

### 31.0 **SPECIAL CONDITIONS FOR EAP REQUIREMENTS**

The Contractor shall adhere to all policies and procedures as outlined in the Employee Assistance Program Policies as provided here <https://www.canada.ca/en/health-canada/services/environmental-workplace-health/occupational-health-safety/employee-assistance-services/employee-assistance-program.html>

The Contractor shall also adhere to the principles of the Privacy Act. This act applies to all Contractors providing services to Federal Agencies including NRC. The purpose served by the Act is to protect the privacy of individuals by regulating the collection, use, disclosure, retention and disposal of personal information. Additional information may be obtained from the Privacy Commissioner of Canada 1-800-267-0441.

All information shared in a counseling relationship is confidential and as such will never be recorded on an employee's personnel file or be made available to management or unions. The Contractor will maintain brief confidential files and only the employee concerned will have access to the files. No information will be released from these files without the prior express written permission of the employee concerned. A Release of Consent Form is attached as Appendix "x".

### 32.0 **SPECIAL REQUIREMENTS**

At the discretion of the buying authority, a Non-Disclosure Agreement (NDA) may be required to be entered into between the parties before the commencing of any work. Such document will be provided at time of award.

### 33.0 **ATTACHMENTS (DELETE ALL APPENDICES WHICH DO NOT APPLY)**

- Appendix "A" - Detailed Statement of Work
- Appendix "B" - Evaluation Criteria
- Appendix "C" - Pricing Form
- Appendix "D" - General Conditions 2035
- Appendix "E" - Standard Instructions and Conditions (Applicable to Bid Solicitation)
- Appendix "F" - List of Equipment & LOT numbers & Utility System Qualification
- Appendix "G" - Security Requirements Check List (SRCL)
- Appendix "H" - Definitions - Définitions