



**REQUEST FOR PROPOSALS  
DEMANDE DE PROPOSITIONS**

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

Contracting Authority :  
Paul Hewitt

Procurement Services  
Services d'approvisionnement  
1200 Montreal Road /1200 chemin Montréal  
Building M-58/Édifice M-58  
Ottawa, Ontario  
K1A 0R6

Instructions: See Herein

Instructions: Voir aux présentes

Proposal To:

We hereby offer to sell to His Majesty the King 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 Le Roi 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).



Title/Sujet <b>Acoustic Floor Facility – Installation de Plancher Acoustique</b>	
Solicitation No./N. de l'invitation <b>22-58152</b>	Date <b>March 20<sup>th</sup> 2023</b>
Solicitation Closes/L'invitation prend fin at/à <b>2:00pm</b> on/le <b>April 14<sup>th</sup>, 2023</b>	Time Zone/Fuseau Horaire <b>EDT</b>
Address Enquiries To/Adresser demandes de renseignements à :  <b>Paul Hewitt</b> <a href="mailto:Paul.Hewitt@nrc-cnrc.gc.ca">Paul.Hewitt@nrc-cnrc.gc.ca</a>	

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

## **THIS PROCUREMENT CONTAINS A SECURITY REQUIREMENT REQUEST FOR PROPOSAL (RFP)**

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## PART 1 - SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

### SI1 INTRODUCTION

1. The National Research Council (NRC) intends to retain an individual consulting firm or joint venture to provide the professional services for the project as set out in this Request for Proposal (RFP).
2. This is a single phase selection process. The nature of the requirement and the anticipated limited number of response by the industry leads NRC believe that this approach will not unduly force a large number of firms to expend an overall unreasonable amount of effort in response to NRC.
3. Proponents responding to this RFP are requested to submit a full and complete proposal. The proposal will cover not only the qualifications, experience and organization of the proposed Consultant Team, but also the detailed approach to the work, and the pricing and terms offered. A combination of the technical and price of services submissions will constitute the proposal.
4. Proponents must transmit their proposals electronically to the Contracting Authority (email size limit of 10MB).

Due to the nature of the bid solicitation, transmission of proposals by facsimile is not accepted.

Proponents must refer to GI16 Submission of proposal, and [SRE 2 Proposal Requirements](#), of the bid solicitation, for further information.

### SI2 PROPOSAL DOCUMENTS

1. All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are hereby incorporated by reference into and form part of this solicitation and any resultant contract.

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

2. The following are the proposal documents:
  - (a) Supplementary Instructions to Proponents (SI);  
General instructions (GI) – Architectural and/or Engineering services – Request for Proposal;
  - (b) the general terms, conditions and clauses, as amended, identified in the Agreement clause;
  - (c) Project description (drawings and specifications);
  - (d) the Security Requirements Check List (SRCL);
  - (e) any amendment to the solicitation document issued prior to the date set for receipt of proposals;  
and
  - (f) the proposal, Declaration/Certifications Form and Price Proposal Form.

3. Submission of a proposal constitutes acknowledgment that the Proponent has read and agrees to be bound by these documents.

### **SI3 QUESTIONS OR REQUEST FOR CLARIFICATION**

Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the RFP Page 1 at e-mail address, [Paul.hewitt@nrc-cnrc.gc.ca](mailto:Paul.hewitt@nrc-cnrc.gc.ca) as early as possible. Enquiries should be received no later than seven (7) working days prior to the closing date identified on the front page of the Request for Proposal. Enquiries received after that date may not be answered prior to the closing date of the solicitation.

### **SI4 CANADA'S TRADE AGREEMENTS**

This procurement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### **SI5 CERTIFICATIONS**

#### **1. Integrity Provisions – Declaration of Convicted Offences**

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must **provide with its Proposal, as applicable**, to be given further consideration in the procurement process, the required documentation as per [General instructions 1 \(GI1\), Integrity Provisions – Proposal, section 3b](#).

#### **2. Federal Contractors Program for Employment Equity - Proposal Certification**

By submitting a proposal, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](#)

Canada will have the right to declare a proposal non-responsive if the Proponent, or any member of the Proponent if the Proponent is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Agreement for default if a Consultant, or any member of the Consultant if the Consultant is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Agreement.

The Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification (see [Appendix B - Declaration/Certifications Form](#)), before contract award. If the Proponent is a Joint Venture, the Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **SI6 SECURITY REQUIREMENT**

This procurement contains a mandatory security requirement as follows:

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Director (CISD), Public Works Government Services Canada.
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor must comply with the provisions of the:
  - a. Security Requirements Checklist attached at Appendix "E"
  - b. Industrial Security Manual (Latest Edition) available at: <https://www.tpsgc-pwgsc.gc.ca/esc-src/msi-ism/index-eng.html>

#### **SI7 VERIFICATION OF SECURITY CLEARANCE AT BID CLOSING**

1. The Bidder must hold a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC), TO BE INCLUDED WITH THEIR TENDER OR PROVIDED WITHIN 48 HOURS FROM THE DATE AND TIME OF TENDER CLOSING. Verifications will be made through CISD to confirm the security clearance status of the Bidder. Failure to comply with this requirement will render the bid non-compliant and no further consideration will be given to the bid.
2. Within 72 hours of tender closing, the General Contractor must name all of his sub-contractors, each of whom must hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC, or any other Federal Department or Agency along with the names and birthdates or security clearance certificate numbers of all personnel who will be assigned to the project.
3. It is to be noted that any subcontractor required to perform any part of the work during the performance of the subsequent contract must also adhere to the mandatory security requirement of the contract. As well, no personnel without the required level of security will be allowed on site. It will be the responsibility of the successful bidder to ensure that the security requirement is met throughout the performance of the contract. The Crown will not be held liable or accountable for any delays or additional costs associated with the contractor's non-compliance to the mandatory security requirement. Failure to comply with the mandatory security requirement will be grounds for being declared in default of contract.
4. For any enquiries concerning the project security requirement during the bidding period, the Bidder/Tenderer must contact the Security Officer @ 613-993-8956.

#### **SI8 SUPPLEMENTARY INSURANCE**

This procurement contains a Supplementary Insurance Requirement described in the General Instructions.

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## SI9 WEBSITES

The connection to some of the Web sites in the RFP is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Employment Equity Act

<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html>

Federal Contractors Program (FCP)

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

Certificate of Commitment to Implement Employment Equity form LAB 1168

<https://catalogue.servicecanada.gc.ca/content/EForms/en/Detail.html?Form=LAB1168>

Ineligibility and Suspension Policy

<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>

Code of Conduct for Procurement

<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

Lobbying Act

<http://laws-lois.justice.gc.ca/eng/acts/L-12.4/?noCookie>

Buy and Sell

<https://buyandsell.gc.ca/>

Supplier Registration Information

<https://srisupplier.contractscanada.gc.ca>

Consultant Performance Evaluation Report Form

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>

Canadian sanctions

[https://www.international.gc.ca/world-monde/international\\_relations-relations\\_internationales/sanctions/index.aspx?lang=eng&\\_ga=2.4399216.2143508984.1600280756-1424234476.1600280756](https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng&_ga=2.4399216.2143508984.1600280756-1424234476.1600280756)

National Joint Council (NJC) Travel Directive

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>



## PART 2 - GENERAL INSTRUCTIONS (GI) – ARCHITECTURAL AND/OR ENGINEERING SERVICES – REQUEST FOR PROPOSAL

### GI1 Integrity provisions - proposal

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Proponent must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy \(https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier sub-consultants, and other circumstances, will or may result in a determination by the National Research Council (NRC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Proponent must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
  - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Proponent certifies that:
  - a. it has read and understands the [Ineligibility and Suspension Policy \(https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html);
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Proponent or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants; and

- f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Proponent is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Proponent provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Proponent to be ineligible for award of a contract for providing a false or misleading certification or declaration.

## GI2 Definitions

In this Request for Proposal (RFP), the following words or phrases have the corresponding meaning.

"Applicable Taxes":

The Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

"Consultant Team":

The team of consultants, specialists and sub-consultants, including the Proponent, proposed by the Proponent to perform the services required.

"Key Personnel":

Staff of the Proponent, sub-consultants and specialists proposed to be assigned to this project.

"Price Rating":

A rating assigned to the price component of a proposal and subsequently used to establish a Price Score for inclusion as a percentage of the total score to be established following the evaluation and rating of technical proposals.

"Proponent":

The person or entity (or, in the case of a joint venture, the persons or entities) which submits a proposal. It does not include the parent, subsidiaries or other affiliates of the Proponent, or its sub-consultants.

"NRC Evaluation Board":

The board established to evaluate and rate proposals. Board members represent a broad cross-section of professional qualifications and experience.

"Technical Rating":

A rating assigned to the technical component of a proposal in the selection procedure and subsequently used to establish a Technical Score for inclusion as a percentage of the total score.

## GI3 Overview of selection procedure

The following is an overview of the selection procedure.

### GI3.1 Proposal

1. Proponents submit the "technical" component of their proposal in one section and the proposed price of the services (price proposal) in a second section in accordance with the instructions

contained in the proposal documents.

2. The information that Proponents are required to provide is set out in detail elsewhere in the RFP.
3. In response to the RFP, interested Proponents submit a proposal in which they:
  - a. indicate whether the proposal is submitted by an individual firm or by a joint venture;
  - b. if the proposal is submitted by a joint venture, describe the proposed legal and working relationships of the joint venture and the benefits to be gained by the formation of the joint venture;
  - c. identify the prime consultants and key sub consultants and specialists proposed for inclusion in the Consultant Team, and the proposed organizational structure of the Team;
  - d. describe the extent to which proposed members of the Consultant Team have successfully performed services for projects comparable to the project which is the subject of the proposal;
  - e. identify the professional accreditation, experience, expertise and competence of the Consultant Team and Key Personnel proposed to be assigned to perform the required services.
  - f. comply with all other requirements set out in the RFP.

### **GI3.2 Proposal evaluation and rating**

1. Technical components of all responsive proposals are reviewed, evaluated and rated by a National Research Council (NRC) Evaluation Board in accordance with the criteria, components and weight factors set out in the RFP. Upon completion of the evaluation, Technical Ratings are established.
2. Proposals achieving the minimum Technical Score specified in the Submission Requirements and Evaluation section of the RFP are further considered.
3. The price proposals of all responsive proposals are considered upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals opened. This calculation will not be conducted when one or two responsive proposals are received.
4. All price proposals which are greater than 25 percent above the average price will cause their respective complete proposals to be set aside and receive no further consideration.
5. The remaining price proposals are rated as follows:

Financial proposals will remain unopened 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 criteria listed in the evaluated technical criteria table.

No further consideration will be given to proponents not achieving the final pass mark of 80 out of 100. The successful Bidder shall be the one who accumulates the highest combined score of the technical assessment (60%) and tendered amount (40%).

6. A price proposal in excess of any maximum funding limit, when this limit has been set in the Supplementary Instructions to Proponents, may result in disqualification of the complete proposal.

### **GI3.3 Total score**

1. The total overall score (Total Score) assigned to each Proponent's complete proposal is calculated as the aggregate of:
  - a. the Technical Score, and
  - b. the Price Score.
2. The Proponent receiving the highest Total Score is the first entity that the NRC Evaluation Board will recommend for the provision of the required services.

### **GI3.4 Notification**

NRC normally expects to advise in writing unsuccessful Proponents within one week after NRC has entered into a contractual arrangement with the successful Proponent.

### **GI4 Procurement Business Number**

Proponents are required to have a Procurement Business Number (PBN) before contract award. Proponents may register for a PBN online at [Supplier Registration Information \(https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWFjdGlvbj1yZWdpc3Rlci5pbmRybyZpZD0y&lang=eng\)](https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWFjdGlvbj1yZWdpc3Rlci5pbmRybyZpZD0y&lang=eng).

### **GI5 Responsive proposals**

To be considered responsive, a proposal must meet all of the mandatory requirements set out in the RFP. No further consideration in the selection procedure will be given to a Proponent submitting a non-responsive proposal.

### **GI6 Completion of submission**

The Proponent shall base the proposal on the applicable proposal documents listed in the Supplementary Instructions to Proponents.

### **GI7 Proposal price**

Unless specified otherwise elsewhere in the proposal documents:

- a. the price proposal shall be in Canadian currency, and
- b. the price proposal shall not include any amount for Applicable Taxes, and
- c. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All proposals including such provision will render the proposal non-responsive.

### **GI8 Communications—solicitation period**

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP. Failure to comply with this requirement may result in the proposal being declared non-responsive.

To ensure consistency and quality of information provided to proponents, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS).

#### **GI9 Limitation of submissions**

1. A Proponent may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.
2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby Canada contracts directly with a prime consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the Consultant Team by more than one Proponent. The Proponent warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its consultant team, as a sub-consultant or specialist consultant.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

#### **GI10 Licensing requirements**

1. Consultant Team members and Key Personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the Province or Territory in which the project is located.
2. By virtue of submission of a proposal, the Proponent certifies that the Proponent's Consultant Team and Key Personnel are in compliance with the requirements of subsection 1 above. The Proponent acknowledges that NRC reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.

#### **GI11 Rejection of proposal**

1. Canada may reject a proposal where any of the following circumstances is present:
  - a. the Proponent has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;
  - b. an employee, sub-consultant or specialist consultant included as part of the proposal has been declared ineligible, for selection for work with the department in accordance with the

performance review procedure referred to in paragraph 1.(a), which would render the employee, sub-consultant or specialist consultant ineligible to bid on the requirement, or the portion of the requirement the employee, sub-consultant or specialist consultant is to perform;

- c. the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Proponent, a sub-consultant, a specialist consultant or a person who is to perform the Services is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with the Government of Canada,
    - i. Canada has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a contract with the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
    - ii. Canada determines that the Proponent's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a proposal pursuant to subsection 1.(f), the Contracting Authority will so inform the Proponent and provide the Proponent ten (10) days within which to make representations, before making a final decision on the proposal rejection.

## **GI12 Insurance requirements**

The successful Proponent must obtain and maintain Professional Liability and Commercial General Liability insurance coverage in accordance with the requirements set out elsewhere in the proposal documents.

### **GI12.1 Acceptable Bonding companies**

The following is a list of insurance companies whose bonds may be accepted as security by the government.

#### **1. Canadian Companies**

- ACE INA Insurance
- Allstate Insurance Company of Canada
- Ascentus Insurance Ltd. (Surety only)
- Aviva Insurance Company of Canada
- AXA Insurance (Canada)
- AXA Pacific Insurance Company
- Canadian Northern Shield Insurance Company

- Certas Direct Insurance Company (Surety only)
- Chartis Insurance Company of Canada (formerly AIG Commercial Insurance Company of Canada)
- Chubb Insurance Company of Canada
- Commonwealth Insurance Company
- Co-operators General Insurance Company
- CUMIS General Insurance Company
- The Dominion of Canada General Insurance Company
- Echelon General Insurance Company (Surety only)
- Economical Mutual Insurance Company
- Elite Insurance Company
- Everest Insurance Company of Canada
- Federated Insurance Company of Canada
- Federation Insurance Company of Canada
- Gore Mutual Insurance Company
- Grain Insurance and Guarantee Company
- The Guarantee Company of North America
- Industrial Alliance Pacific General Insurance Corporation
- Intact Insurance Company
- Jevco Insurance Company (Surety only)
- Lombard General Insurance Company of Canada
- Lombard Insurance Company
- Markel Insurance Company of Canada
- The Missisquoi Insurance Company
- The Nordic Insurance Company of Canada
- The North Waterloo Farmers Mutual Insurance Company (Fidelity only)
- Novex Insurance Company (Fidelity only)
- The Personal Insurance Company
- Pilot Insurance Company
- Quebec Assurance Company
- Royal & Sun Alliance Insurance Company of Canada
- Saskatchewan Mutual Insurance Company
- Scottish & York Insurance Co. Limited
- The Sovereign General Insurance Company
- TD General Insurance Company
- Temple Insurance Company
- Traders General Insurance Company
- Travelers Guarantee Company of Canada
- Trisura Guarantee Insurance Company
- The Wawanesa Mutual Insurance Company
- Waterloo Insurance Company
- Western Assurance Company
- Western Surety Company

## 2. Provincial Companies

Surety bonds issued by the following companies may be accepted provided that the contract of suretyship was executed in a province in which the company is licensed to do business as indicated in brackets.

- AXA Boreal Insurance Company (P.E.I., N.B., Que., Ont., Man., B.C.)
- AXA Boreal Insurance Company (P.E.I., N.B., Que., Ont., Man., B.C.)

- ALPHA, Compagnie d'Assurances Inc. (Que.)
- Canada West Insurance Company (Ont., Man., Sask, Alta., B.C., N.W.T.) (Surety only)
- The Canadian Union Assurance Company (Que.)
- La Capitale General Insurance Inc. (Nfld. & Lab., N.S., P.E.I., Que.(Surety only), Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)
- Coachman Insurance Company (Ont.)
- Continental Casualty Company (Nfld. & Lab., N.S., P.E.I., N.B., Que., Ont., Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)
- GCAN Insurance Company (Nfld. & Lab., N.S., P.E.I., N.B., Que., Ont., Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)
- The Insurance Company of Prince Edward Island (N.S., P.E.I., N.B.)
- Kingsway General Insurance Company (N.S., N.B., Que., Ont., Man., Sask., Alta., and B.C.)
- Liberty Mutual Insurance Company (Nfld. & Lab., N.S., P.E.I., N.B., Que., Ont., Man., Sask., Alta., B.C., Nun., N.W.T., Yuk.)
- Manitoba Public Insurance Corporation (Man.)
- Norgroupe Assurance Générales Inc.
- Orleans General Insurance Company (N.B., Que., Ont.)
- Saskatchewan Government Insurance Office (Sask.)
- SGI CANADA Insurance Services Ltd. (Ont., Man., Sask., Alta.)
- L'Unique General Insurance Inc. (Nfld. & Lab., N.S., P.E.I., N.B., Que.(Surety only), Ont.(Surety only), Man., Sask., Alta., B.C.(Surety only), Nun., N.W.T., Yuk.)

### 3. Foreign Companies

- Aspen Insurance UK Limited
- Compagnie Française d'Assurance pour le Commerce Extérieur (Fidelity only)
- Eagle Star Insurance Company Limited
- Ecclesiastical Insurance Office Public Limited Company (Fidelity only)
- Lloyd's Underwriters
- Mitsui Sumitomo Insurance Company, Limited
- NIPPONKOA Insurance Company, Limited
- Sompo Japan Insurance Inc.
- Tokio Marine & Nichido Fire Insurance Co., Ltd.
- XL Insurance Company Limited (Surety only)
- Zurich Insurance Company Ltd

### GI13 Joint venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Proponents who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.



2. If the information is not clearly provided in the proposal, the Proponent must provide the information on request from the Contracting Authority.
3. The proposal and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

#### **GI14 Composition of Consultant Team**

By submitting a proposal, the Proponent represents and warrants that the entities and persons proposed in the proposal to perform the required services will be the entities and persons that will perform the services in the fulfillment of the project under any contractual arrangement arising from submission of the proposal. If the Proponent has proposed any person in fulfillment of the project who is not an employee of the Proponent, the Proponent warrants that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the services to be performed.

#### **GI15 Submission of proposal**

##### **GI15.1 Submission of proposal**

1. Canada requires that each proposal, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with [section GI13](#).
2. It is the Proponent's responsibility to:
  - a. submit a proposal, duly completed, in the format requested, on or before the solicitation closing date and time set;
  - b. send its proposal only to the Contracting Authority on Page 1, by the date and time indicated on page 1 of the bid solicitation.

In the case of submission by Facsimile, see instructions in GI15.2.2 below.

- c. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
  - d. ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and
  - e. provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in this RFP.
3. The technical and price components of the proposal must be submitted in separate sections in accordance with the instructions contained in the proposal documents.

4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. NRC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.
5. Proposals and supporting information may be submitted in either English or French.
6. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

#### **GI15.2 Transmission by Email or fax**

1. Email
  - a. To submit a proposal, the Proponent must do the following:
    - b. Send their proposals via email
    - c. The bid solicitation number should be identified in the Email subject line field.
    - d. Canada will not be responsible for any failure attributable to the transmission or receipt of the proposal including, but not limited to, the following:
      - i. receipt of a garbled, corrupted or incomplete proposal;
      - ii. availability or condition of the email service;
      - iii. incompatibility between the sending and receiving equipment;
      - iv. delay in transmission or receipt of the proposal;
      - v. failure of the Proponent to properly identify the proposal;
      - vi. illegibility of the proposal;
      - vii. security of proposal data;
    - e. The Bid Receiving Unit will send an acknowledgement of the receipt of proposal document(s) via Email. This acknowledgement will confirm only the receipt of proposal document(s) and will not confirm if the attachments may be opened nor if the content is readable.
    - f. Proponents must ensure that they are using the correct email address and should not rely on the accuracy of copying and pasting the email address.
    - g. A proposal transmitted by Email service constitutes the formal proposal of the Proponent and must be submitted in accordance with [section GI16.1](#).
2. Facsimile
  - a. Proposals must not be submitted by facsimile.

#### **GI16 Late submissions**

1. NCR will return or delete proposals delivered after the stipulated solicitation closing date and time. For proposals submitted electronically, the late proposal will be deleted. Records will be kept

documenting the transaction history of all late proposals submitted via Email.

### **GI17 Acceptance of proposal**

1. Canada may accept any proposal, or may reject any or all proposals.
2. In the case of error in the extension or addition of unit prices, the unit price will govern.
3. While Canada may enter into an agreement or contractual arrangement without prior negotiation, Canada reserves the right to negotiate with Proponents on any procurement.
4. Canada reserves the right to cancel or amend the RFP at any time.

### **GI18 Legal capacity**

The Proponent must have the Legal capacity to contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Proponents submitting a proposal as a joint venture.

### **GI19 Debriefing**

Should a Proponent desire a debriefing, the Proponent should contact the person identified on the front page of the RFP within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or in person.

### **GI20 Financial capability**

1. Financial capability Requirement: The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Proponent must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
  - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
  - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
  - c. If the Proponent has not been in business for at least one full fiscal year, the following must be provided:

- i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
    - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
  - d. A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.
  - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
  - f. A detailed monthly Cash Flow Statement covering all the Proponent's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Proponent's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Proponent's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
  - g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Proponent's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Proponent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
  3. If the Proponent is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by the NRC, is provided with the required information.
  4. Financial Information Already Provided to NRC: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at NRC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
    - a. the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
    - b. the Proponent authorizes the use of the information for this requirement.

It is the Proponent's responsibility to confirm with the Contracting Authority that this information is still on file with the NRC.

5. Other Information: Canada reserves the right to request from the Proponent any other information that Canada requires to conduct a complete financial capability assessment of the Proponent.
6. Confidentiality: If the Proponent provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act \(https://laws-lois.justice.gc.ca/eng/acts/A-1/\)](https://laws-lois.justice.gc.ca/eng/acts/A-1/), R.S., 1985, c. A-1, section 20(1) (b) and (c).
7. Security: In determining the Proponent's financial capability to fulfill this requirement, Canada may consider any security the Proponent is capable of providing, at the Proponent's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).
8. In the event that a proposal is found to be non-compliant on the basis that the Proponent is considered not to be financially capable of performing the subject requirement, official notification shall be provided to the Proponent.

#### **GI21 Performance evaluation**

Proponents shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form [PWGSC-TPSGC 2913-1 \(https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/2913-1-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/2913-1-eng.html), SELECT - Consultant Performance Evaluation Report, is used to record the performance.

#### **GI22 Proposal costs**

No payment will be made for costs incurred in the preparation and submission of a proposal in response to the Request for proposal. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the Proponent associated with the evaluation of the proposal, are the sole responsibility of the Proponent.

#### **GI23 Conflict of interest—unfair advantage**

1. In order to protect the integrity of the procurement process, Proponents are advised that Canada may reject a proposal in the following circumstances:
  - a. if the Proponent, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Proponent, any of its sub-consultants, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Proponents and that would, in Canada's opinion, give or appear to give the Proponent an unfair advantage.
2. The experience acquired by a Proponent who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Proponent remains however subject to the criteria established above.

3. Where Canada intends to reject a proposal under this section, the Contracting Authority will inform the Proponent and provide the Proponent an opportunity to make representations before making a final decision. Proponents who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a proposal, the Proponent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Proponent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

#### **GI24 Limitation of liability**

Except as expressly and specifically permitted in this RFP, no Proponent or Potential Proponent shall have any claim for any compensation of any kind whatsoever in relation to this RFP, or any aspect of the procurement process, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

#### **GI25 Code of Conduct for Procurement—proposal**

The [Code of Conduct for Procurement \(https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) provides that Proponents must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Proponent is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the bid non-responsive.

#### **GI26 Bid Challenge And Recourse Mechanisms**

- (a) Several mechanisms are available to potential Proponents to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages Proponents to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Proponents should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Proponents should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - TERMS, CONDITIONS AND CLAUSES

### AGREEMENT

1. The Consultant understands and agrees that upon acceptance of the offer by Canada, a binding Agreement shall be formed between Canada and the Consultant and the documents forming the Agreement shall be the following:

- (a) the Front Page and this Agreement clause;  
the General Terms, Conditions and Clauses, as amended, identified as:

R1210D	2021-12-02	General Condition (GC) 1 - General Provisions – Architectural and/or Engineering Services
R1215D	2016-01-28	General Condition (GC) 2 - Administration of the Contract – Architectural and/or Engineering Services
R1220D	2015-02-25	General Condition (GC) 3 - Consultant Services
R1225D	2015-04-01	General Condition (GC) 4 - Intellectual Property
R1230D	2018-06-21	General Condition (GC) 5 - Terms of Payment – Architectural and/or Engineering Services
R2865D	2019-05-30	General Condition (GC) 6 – Delays and Changes in the Work – Construction Services
R1240D	2018-06-21	General Condition (GC) 7 - Taking the Services Out of the Consultant's Hands, Suspension or Termination
R1245D	2016-01-28	General Condition (GC) 8 - Dispute Resolution – Architectural and/or Engineering Services
R1250D	2017-11-28	General Condition (GC) 9 - Indemnification and Insurance
R2900D	2008-05-12	General Condition (GC) 10 - Insurance
Supplementary Conditions: -		
Agreement Particulars		

- (b) Project Description (drawings and specifications)  
(c) the Security Requirements Check List (SRCL);  
(d) **All references to PWGSC within the SACC clauses above must be replaced in its entirety with the National Research Council (NRC).**  
(e) the proposal, the Declaration/Certifications Form and the Price Proposal Form.
2. The documents identified above by title, number and date are hereby incorporated by reference into and form part of this Agreement, as though expressly set out herein, subject to any other express terms and conditions herein contained.

The documents identified above by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3. If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

Solicitation No. - N° de l'invitation  
22-58152/A  
Client Ref. No. - N° de réf. du client  
22-58152/A

Amd. No. - N° de la modif.  
File No. - N° du dossier  
22-58152

Buyer ID - Id de l'acheteur  
N74  
CCC No./N° CCC - FMS No./N° VME

- (a) any amendment or variation in the Agreement that is made in accordance with the terms and conditions of the Agreement;
- (b) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
- (c) this Agreement clause;
- (d) Supplementary Conditions;
- (e) General Terms, Conditions and Clauses;
- (f) Project description (drawings and specifications);
- (g) the document entitled "Security Requirement Check List";
- (h) the proposal.



## **PART 4 - SUPPLEMENTARY CONDITIONS (SC)**

### **SC1 SUPPLEMENTARY CONDITIONS**

SACC clause Manual 4010 (2022-12-01), Services: Higher Complexity

### **SC2 SECURITY REQUIREMENT**

The following security requirement (SRCL and related clauses) applies and form part of the Agreement.

### **SC3 SUPPLEMENTARY INSURANCE [**

#### **General Insurance Coverages (GIC)**

##### **GIC 1 Insured**

Each insurance policy shall insure the Contractor, and shall include, as an Additional Insured, His Majesty the King in right of Canada, represented by the Minister of the National Research Council.

##### **GIC 2 Period of Insurance**

Unless otherwise directed in writing by the Contracting Officer or otherwise stipulated elsewhere in these Insurance Conditions, the liability insurance required hereunder shall be in force and be maintained from the date of contract award until the day of issue of the Engineer's Final Certificate of Completion. The property insurance required hereunder shall be in force prior to commencement of the Work and be maintained until the issue of the Engineer's Final Certificate of Completion.

##### **GIC 3 Proof of Insurance**

Within twenty five (25) days after acceptance of the Contractor's tender, the Insurer shall, unless otherwise directed in writing by the Contractor, deposit with the Contractor an Insurer's Certificate of Insurance in the form displayed in this document and, if requested, the originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Coverages.

##### **GIC 4 Notification**

Each Insurance policy shall contain a provision that thirty (30) days prior written notice shall be given by the Insurer to His Majesty in the event of any material change in or cancellation of coverage. Any such notice received by the Contractor shall be transmitted forthwith to His Majesty.

### **SC4 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONSULTANT**

The Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the contract. If the AIEE becomes invalid, the

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22-58152/A  
Client Ref. No. - N° de réf. du client  
22-58152/A

Amd. No. - N° de la modif.  
File No. - N° du dossier  
22-58152

Buyer ID - Id de l'acheteur  
N74  
CCC No./N° CCC - FMS No./N° VME

name of the Consultant will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Consultant in default as per the terms of the contract.

## **SC5 DURATION OF THE CONTRACT**

The consultant must perform and complete the services described in the project statement within 44 weeks of contract issuance.

## PART 5 – SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

### SRE 1 GENERAL INFORMATION

#### 1.1 Reference to the Selection Procedure

An 'Overview of the selection procedure' can be found in General instructions 3 (G13), Overview of selection procedure.

#### 1.2 Calculation of Total Score

For this project the Total Score will be established as follows:

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

### SRE 2 PROPOSAL REQUIREMENTS

#### 2.1 Proposal via email

This bid solicitation must be transmitted electronically via email to the Contracting Authority.

The Proponent chooses must submit its proposal electronically through Email, Canada requests that the Proponent submits its proposal in accordance with section G116, [Submission of proposal](#), of the General Instructions. The NRC servers have a limit of 10mb per single email.

Canada requests that the proposal be gathered per separate electronic document (attachment) as follows:

**Section I:** Technical Proposal and Socio-economic Bid

**Section II:** Price Proposal.

The electronic attachment must be labelled with the name of the section and the Solicitation Number.

#### 2.2 Proposal by Facsimile

Due to the nature of the bid solicitation, proposals transmitted by facsimile is not accepted.

#### 2.3 Requirement for Proposal Format

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

- Paper (or page) size should 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
- One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
- 279mm x 432 mm (11" x 17") papers (or pages) for spreadsheets, organization charts etc. will be counted as two pages.

- The order of the proposals should follow the order established in the Request for Proposal SRE section

## 2.4 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is thirty (30) pages.

The following are not part of the page limitation mentioned above;

- Covering letter
- Cover page
- Tab/Dividers used to solely identify the sections of the proposal, provided they are free of all other text and/or graphics
- Table of Contents
- Consultant Team Identification ([Appendix A](#))
- Declaration/Certifications Form ([Appendix B](#))
- Integrity Provisions – Required Documentation
- Front page of the RFP
- Front page of revision(s) to the RFP
- Price Proposal Form ([Appendix C](#))

***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 members for evaluation.***

## SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

### 3.1 MANDATORY REQUIREMENTS

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

Item	Mandatory Requirements	Proposal Page #(s)	Met/ Not Met
1	The Proponent must have a minimum of 10 years' experience in the execution of unique concrete structural projects, and as a contractor providing construction services <b>comparable</b> to this tender. Provide a company profile and relevant history as described in item #1 of the evaluated technical criteria.		
2	The Proponent must supply a CV for the proposed Construction Site Supervisor possessing a minimum 5 years of relevant experience.		
3	The Proponent must supply a CV for the proposed Project Manager possessing a minimum 5 years of relevant experience.		
4	Must have 5% of the total contract value committed under the Indigenous Participation Plan as defined Annex F.		

#### 3.1.1 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

- [Appendix B](#), Declaration/Certifications Form as required.
- Appendix F, Indigenous Participation Plan and Certification

### 3.1.2 Integrity Provisions – Required documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must provide, **as applicable**, to be given further consideration in the procurement process, the required documentation as per General instructions 1 ([GI1](#)), [Integrity Provisions – Proposal](#), section 3a.

### 3.2 RATED REQUIREMENTS

	Evaluated Technical Criteria	Proposal Page # (s)	Max Score
1	Relevant Proponent Experience: Proponent (GC) must demonstrate concrete structural construction services experience, relevant to this project. Include 2 comparable projects completed by the proponents firm in the last 10 years with reference names & phone numbers. Maximum 1 page per project. Evaluations will take into account relevance compared to the scope of this tender (up to 5 points for each similar example project) and whether the reference was satisfied with the work completed (up to 1 point for each example project). It is the responsibility of the bidder to ensure the contact information for the reference is accurate. If the reference cannot be reached or declines to provide input the proponent will received a score of 0/1 for that example. Scientific related Projects would be considered an asset in this portion of the Elevation.		12
2	Qualifications and overall experience of proposed GC Construction Site Supervisor. CV will be scored on the basis of related experience (up to 2 points), experience acting as a Construction Site Supervisor on federal government construction projects (up to 2 points). Include detailed examples of 2 past projects including reference contacts that can confirm the individual was the Construction Site Supervisor for at least 80% of the duration of those projects. If the reference cannot be reached or declines to provide input the proponent will received a score of 0/1 for that example. CV should be no longer than 3 pages.		4
3	Qualifications and overall experience of proposed GC Project Manager: CV will be scored on the basis of related experience (up to 2 points), experience acting as a Project Manager on federal government construction projects (up to 2 points). Include detailed examples of 2 past projects including reference contacts that can confirm the individual was the Project Manager for at least 80% of the duration of those projects. If the reference cannot be reached or declines to provide input the proponent will received a score of 0/1 for that example. CV should be no longer than 3 pages.		4
4	Relevant Formwork Sub-contractor Experience: Proponent must demonstrate that its formwork sub-contractor has similar experience relevant to this project. Include 2 comparable projects completed by the formwork sub-contractor firm in the last 10 years with reference names & phone numbers. Maximum 1 page per project. Evaluations will take into account relevance compared to the scope of this tender (up to 3 points for each example project) and whether the reference		8

	was satisfied with the work completed (up to 1 point for each example project). It is the responsibility of the bidder to ensure the contact information for the reference is accurate. If the reference cannot be reached or declines to provide input the proponent will received a score of 0/1 for that example. Scientific related Projects would be considered an asset in this portion of the Elevation.		
<b>5</b>	Qualifications and overall experience of proposed Formwork sub-contractor's Site Supervisor. CV will be scored on the basis of related experience (up to 1 point), experience acting as a formwork Site Supervisor on construction projects (up to 0.5 point). Include detailed examples of 2 past similar projects including reference contacts that can confirm the individual was the formwork Site Supervisor for at least 80% of the duration of those projects. If the reference cannot be reached or declines to provide input the proponent will received a score of 0/0.5 for that example. CV should be no longer than 3 pages.		<b>2</b>
<b>6</b>	The Proponent should provide their construction schedule for this project, from award to final completion, detailing major milestones, critical path elements, and associated timelines. Schedule evaluation will be based on whether it meets the completion date noted in the tender documents (up to 2 point), and if the tasks and associated timelines demonstrate the contractor understands the scope and sequence of the work (up to 3 points). Completion date of March 15, 2024.		<b>5</b>
<b>7</b>	Questions to be answered and included in your Proposal; <ul style="list-style-type: none"> <li>- As the Prime Contractor how will you achieve the Tolerances that are stated within the Contract Documents (up to 2 points)</li> <li>- As the Prime Contractor what method do you plan to use to minimize Concrete surface imperfections (up to 2 points)</li> <li>- As Prime Contractor what measures will be taken to insure proper alignment and installation of the Moving System and the integral Pneumatic Seals (up to 2 points)</li> <li>- As the Prime Contractor how do you plan to sequence work to accommodate suspended beams and chamber over pit, and chamber within pit without supporting off of lower pit walls (up to 2 points)</li> <li>- As the Prime Contractor how do you plan to work around existing steel mezzanine structure without removing it (up to 2 points)</li> </ul>		<b>10</b>
<b>Total</b>			<b>45</b>

**Include this table with your proposal and indicate the proposal page where the information can be found.**

### **3.3 EVALUATION AND RATING**

Only the technical components of the proposals which are responsive will be reviewed, evaluated and rated by a NRC Evaluation Board in accordance with the following to establish Technical Ratings:

Financial proposals will remain unopened 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 criteria listed in the evaluated technical criteria table.

No further consideration will be given to proponents not achieving the final pass mark of 80 out of 100. The successful Bidder shall be the one who accumulates the highest combined score of the technical assessment (60%) and tendered amount (40%), as shown below:

TABLE A	Bidder #1	Bidder #2	Bidder #3
Technical score	28 out of 45	32 out of 45	34 out of 45
Tendered amount	\$190,000	\$200,000	\$210,000

For information only:

	Technical score (60%)	Tendered amount score (40%)	Final score
<b>Bidder #1</b>	$28/45 \times 60(\%) = 37.3$	$\frac{190 \text{ k} \times 40(\%)}{190 \text{ k}} = 40$	$= 77.3$ (does not qualify)
<b>Bidder #2</b>	$32/45 \times 60(\%) = 42.6$	$\frac{190 \text{ k} \times 40(\%)}{200 \text{ k}} = 38$	$= 80.6$
<b>Bidder #3</b>	$34/45 \times 60(\%) = 45.3$	$\frac{190 \text{ k} \times 40(\%)}{210 \text{ k}} = 36.1$	$= 81.4$ (successful bid)

#### SRE 4 SUBMISSION REQUIREMENTS - CHECKLIST

The following list of documents and forms is provided with the intention of assisting the Proponent in ensuring a complete submission. The Proponent is responsible for meeting all submission requirements.

Please follow detailed instructions in General instructions 16 (GI16) Submission of proposal. Proponents may choose to introduce their submissions with a cover letter.

- Team Identification - see typical format in [Appendix A](#)
- Declaration/Certifications Form - completed and signed - form provided in [Appendix B](#)
- Integrity Provisions – Required documentation – **as applicable** in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions [1 \(G11\)](#), [Integrity Provisions](#) – Proposal, **section 3a**.
- Integrity Provisions - Declaration of Convicted Offences – **with its Proposal, as applicable** in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions [1 \(G11\)](#), [Integrity Provisions](#) – Proposal, **section 3b**.
- Proposal
- Front page of RFP
- Front page(s) of any solicitation amendment
- Price Proposal Form completed and submitted in a separate section.

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## **PART 6 - AGREEMENT PARTICULARS**

The Agreement Particulars will be issued at time of award of contract and will identify the fee to be paid to the Consultant for the services determined in the Price Proposal Form.



**APPENDIX A - TEAM IDENTIFICATION FORMAT**

For details on this format, please see SRE in the Request For Proposal.

The prime consultant and other members of the Consultant Team shall be, or eligible to be, licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law.

I. Prime Consultant (Proponent - Architect):

Firm or Joint Venture Name:


Key Individuals and provincial professional licensing status and/or professional accreditation:

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

II. Key Sub Consultants / Specialists:

Structural Engineer (if not a joint venture)

Firm Name


Key Individuals and provincial professional licensing status and/or professional accreditation:

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

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Electrical Engineer (if not a joint venture)

Firm Name


Key Individuals and provincial professional licensing status and/or professional accreditation:

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations

Copy from the above for other required disciplines.

### APPENDIX B - DECLARATION/CERTIFICATIONS FORM

<b>Project Title</b>
----------------------

<b>Name of Proponent</b>	<b>Street Address</b>
<b>Telephone number:</b>	<b>Mailing Address</b>
<b>Fax number:</b>	
<b>Proponent's Proposed Site or premises Requiring Safeguard Measures (refer to <a href="#">SI? Security Requirement</a>):</b>	N/A [if not required]
<i>Street number / name          Unit/Suite/Apartment number          City, Province / Territory          Postal Code</i>	
<b>Email Address:</b>	
<b>Procurement Business Number:</b>	

Type of Organizations	Size of Organization	Number of Employees
<input type="checkbox"/> Sole Proprietorship		_____
<input type="checkbox"/> Partnership		Graduate Architects / Professional Engineers _____
<input type="checkbox"/> Corporation		Other Professionals _____
<input type="checkbox"/> Joint Venture		Other _____

### Federal Contractors Program for Employment Equity - Certification

I, *the Proponent*, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a proposal non-responsive, or will declare a consultant in default, if a certification is found to be untrue, whether during the proposal evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Proponent's certifications. Failure to comply with any request or requirement imposed by Canada may render the proposal non-responsive or constitute a default under the contract.

For further information on the Federal Contractors [Program for Employment Equity visit Employment and Social Development Canada \(ESDC\)-Labour's website.](#)

Date: \_\_\_\_\_ (YY/MM/DD) (If left blank, the date will be deemed to be the bid closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Proponent certifies having no work force in Canada.
- A2. The Proponent certifies being a public sector employer.
- A3. The Proponent certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Proponent certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Proponent has a combined work force in Canada of 100 or more employees; and

- A5.1. The Proponent certifies already having a valid and current [Agreement to Implement Employment Equity \(AIEE\)](#) in place with ESDC-Labour.

OR

- A5.2. The Proponent certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Proponent is not a Joint Venture.

OR

- B2. The Proponent is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the General Instructions)

### Former Public Servant (FPS) - Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, proponents must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of proposals is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the proposal non-responsive.

## Definitions

For the purposes of this clause,

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

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

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

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Proponent a FPS in receipt of a pension?

Yes |  No

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

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

By providing this information, proponents agree that the successful Proponent'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: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

## Work Force Adjustment Directive

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?  Yes |  No

If so, the Proponent must provide the following information:

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

**Name of Proponent:**

**DECLARATION:**

I, the undersigned, being a principal of the proponent, hereby certify that the information given on this form and in the attached proposal is accurate to the best of my knowledge. If any proposal is submitted by a partnership or joint venture, then the following is required from each component entity.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

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---

Name

---

Signature

---

Title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

During proposal evaluation period, PWGSC contact will be with the following person:

---

Name

Telephone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

The above certifications should be completed and submitted with the proposal, but may be submitted afterwards as follows: if the above certifications are not completed and submitted with the proposal, the Contracting Authority will inform the Proponent of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the above certifications within the time frame provided will render the proposal non-responsive.

**APPENDIX C - PRICE PROPOSAL FORM**

**INSTRUCTIONS:**

- Complete this Price Proposal Form and submit in accordance with the instructions in this solicitation;
- Price Proposals are not to include Applicable Taxes;
- PROPONENTS SHALL NOT ALTER THIS FORM

**Project Title:**

**Name of Proponent:**

**The following will form part of the evaluation process**

**Table 1**  
**Percentage Fee** R1230D (2018-06-21) [Terms of Payment – Architectural and/or Engineering Services](#)

<b>Firm Percentage Fee of (in percentage)</b>	<b>Indicative Estimate of Construction Cost (Class D, excluding Applicable Taxes)</b>	<b>Estimated Total Percentage Fee</b>
<b>Column A</b>	<b>Column B</b>	<b>Column C (A=BxC)</b>
....%	\$.....	\$.....
The actual percentage fee for Required Services will recognize the variability of the Construction Cost Estimate as the project develops (refer to formula specified in GC 5.2 Fee Arrangement(s) for Services). Payments will be made as specified in GC 5.4 Payments for Services.		

\*Table 1 is the total evaluated financial price evaluated as part of the financial bid.

\*Table 2 and 3 serve as a breakdown for the rendered services in parallel to Table 1.

**Table 2**  
**Fixed Fee** R1230D (2018-06-21) [GC 5 - Terms of Payment – Architectural and/or Engineering Services](#)

<b>SERVICES</b>	<b>FIXED FEE</b>
Arcitechatural	\$.....
Mechanical	\$.....
Electrical	\$.....
<b>MAXIMUM FIXED FEES</b>	\$.....



**Table 3**  
**Time Based Fees** R1230D (2018-06-21) [GC 5 - Terms of Payment– Architectural and/or Engineering Services](#)

Service Identify various service categories/levels	Percentage of weighted involvement per service level within each category	Estimated Hours Column A	Hourly Rates** Column B	Time Based Fee Column C (C=AxB)
<b>Arcitechtrual services:</b>	.....%		\$.....	\$.....
- <i>Ex.Junior</i>				
- <i>Ex.Intermediate</i>				
- <i>Ex.Senior</i>				
<b>Mechanical services:</b>	.....%		\$.....	\$.....
- X				
- X				
- X				
<b>Electrical services:</b>	.....%		\$.....	\$.....
- X				
- X				
- X				
<b>MAXIMUM TIME BASED FEES</b>				\$.....

\*Payment will be based on actual hours spent. Travel time and/or expenses will not be reimbursed separately (Refer to R1230D (2018-06-21), GC 5.12 – Disbursements).

\*\*All inclusive hourly rate is applicable to both normal working hours and any other shift work as required.

Markup type	Markup Percentage limit
Goods and materials markup	15%
Sub contracted services	15%

**TOTAL COST OF SERVICES FOR PROPOSAL EVALUATION PURPOSE**

Total Evaluated Fee \$.....

**Project Description**

National Research Council Canada (NRC) is in the process of retrofitting its acoustic research laboratories. The National Research Council Canada (NRC) is seeking Request For Proposal (RFP) responses from construction companies to construct the *Acoustic Floor Facility* inside the recently made building (M38) at NRC's Montreal Road Campus, Ottawa, Ontario.

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The purpose of this Request for Proposal is to engage the services of a successful bidder as a General Contractor (GC) in the form of a Lump sum contract to deliver the Acoustic Floor Facility by the end of March 2024.

Bidders responding to this RFP must submit a complete quotation. The bid will cover the Bidder's qualifications, experience and organization (Technical Proposal) and the pricing and terms offered (Price Proposal).

**END OF PRICE PROPOSAL FORM**

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## **APPENDIX D – DRAWINGS AND SPECIFICATIONS**

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## **APPENDIX E - SECURITY REQUIREMENTS CHECK LIST**

## APPENDIX F- INDIGENOUS PARTICIPATION PLAN

At the time of bid submission, the bidders must provide the following information - The table below may be used as a guide by bidders to submit their proposals.

Total Commitments – Must be at least 5% of Total Contract Value

### Bidder Certification

The Bidder must submit the following certification if an IPP is being provided, at time of bid submission.

### Scoring of IPPs

The IPP will cover direct and indirect benefits for this tender. Direct benefits refers to indigenous employment, including opportunities as the subcontractor, its Sub-Sub-Contractors, or employees and/or personnel within the Bidder's team members. Indirect benefits refer to measures where there is a lack of indigenous business capacity which can be developed by specialized training, internships and/or apprenticeships and any other proposed opportunities.

The Bidder must identify the minimum commitments to indigenous participation in the following 4 categories: Subcontracting, skills Development, Human Resources and Innovative Approaches and other measures. The total commitments must equal at least 5% of the Contract Award Value and the commitments for Sub-Contracting must equal at least 2.5% of the Contract Award Value. Every effort should be made to ensure the Indigenous Participation Plan provides maximum benefits related to capacity of the Indigenous Nations.

The successful Bidder is required to submit the Final Indigenous Participation Plan for Canada's approval after Contract Award.

Total contract value for the purpose of this criteria is as follows:

Total contract value = Total Estimated Construction Cost + Total Fixed Monthly Fee + Total Percent Contraction Fee + Disbursements

For a bid to be responsive, the Bidder must complete the table below:

### Indigenous Participation Plan Categories

Categories	Value Committed (\$CAD)
Subcontracting	
Bidders must identify the value committed to offer goods and/or services from Indigenous Firms across Canada. For the purposes of this requirement, an	

