



**RETURN BIDS TO:**

**RETOURNER LES  
SOUMISSIONS À :**

NRC.BidReceiving-  
ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITIONS**

**Proposal To:** National Research Council Canada

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 thereof.

**Proposition au :** Conseil national de recherches Canada

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-annexées, au(x) prix indiqué(s).

**Instructions :** See Herein

**Instructions:** Voir aux présentes  
**Comments - Commentaires**

**Vendor/Firm Name and address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office – Bureau de distribution**  
National Research Council Canada  
Conseil national de recherches Canada

<b>Title – Sujet</b> Supply and Delivery of a metallic and polymeric materials impact tester	
<b>Solicitation No. – N° de l'invitation</b> 23-58124 /B	<b>Date</b> April 24, 2024
<b>Solicitation Closes – L'invitation prend fin</b>  <b>at – à 02 :00 PM</b> <b>on – le May 23, 2024</b>	<b>Time Zone</b> Fuseau horaire  EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b> Carol Cooper	
<b>Email address – l'adresse courriel :</b> <a href="mailto:Carol.Cooper@nrc-cnrc.gc.ca">Carol.Cooper@nrc-cnrc.gc.ca</a>	
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b>	
NRC- EME 4250 Wesbrook Mall Vancouver, BC V6T1W5	

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



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with the requirement.

### **1.2 Statement of Requirement**

To provide an Impact Tester in accordance with the detailed Statement of Requirement attached as Annex "A".

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

You are invited to submit one electronic Technical Proposal and one electronic Financial Proposal in two separate attachments to fulfil 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 technical proposal will be disqualified. All proposals should include the front page of this RFP duly completed.

2010A 2022-12-01, General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

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

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

**2.1.1** It is the Bidder's responsibility to:

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

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



responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.

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

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

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

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

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

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

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

## **2.2 Late Bids**

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.

## **2.3 Submission of Bids**

Technical and Financial Proposals must be **received electronically** no later than 14:00 **EDT** (NRC's Server Time), May 23, 2024, to the following NRC email address:

[NRC.BidReceiving-ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca](mailto:NRC.BidReceiving-ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca)

The NRC has restrictions on incoming e-mail messages. **The maximum e-mail message size including all file attachments must not exceed 10MB.** Zip files or links to bid documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the NRC e-mail system. A bid transmitted by e-mail that gets blocked by the NRC e-mail system will be considered not received.

Proposals must not be sent directly to the Contracting Authority or the Project Authority.

All submitted proposals become the property NRC.



## 2.4 Former Public Servant

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

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;



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

## 2.5 Enquiries - Bid Solicitation

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

Contracting Authority, Procurement Services  
National Research Council Canada  
Carol Cooper [carol.cooper@nrc-cnrc.gc.ca](mailto:carol.cooper@nrc-cnrc.gc.ca)

### For open public tender

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.

Bidders 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).

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.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.6 Applicable Laws

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

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



## 2.7 Bid Challenge and Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the [Office of the Procurement Ombudsman \(OPO\)](#). Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>

<https://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separate attachment sections (when applicable) as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications

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.

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

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

Canada is committed to greening its supply chain. 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:

- Bidders are encouraged to offer or suggest green solutions whenever possible.



- Bidders 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.
- Bidders 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.
- Bidders are encouraged to offer goods and/or services certified to a reputable eco-label.
- Bidders should use equipment that has high energy efficiency or produces low air emissions.
- Bidders are encouraged to offer environmentally preferred products which supports a sustainable environment for nature and wildlife.
- Bidders are encouraged to offer environmentally preferred products which ensure the comfort and air quality of building occupants.

Bidders 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-qlr-eng.html>

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

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

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

Bidders must submit their financial bid in accordance with the Basis of Payment.

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

Payments from the National Research Council Canada (NRC) are made by electronic payment. Direct deposit payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts.

Only bank accounts outside of Canada are eligible to enroll as a Wire transfer payment method.

#### **3.1.2 Exchange Rate Fluctuation**

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.

### **Section III: Certifications**

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

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

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including ("technical" and "financial") evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.





#### **4.1.1 Technical Evaluation**

Proposals will be assessed in accordance with the mandatory evaluation below. Bidders shall provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the bidder in their proposal.

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

Please refer to Annex C

#### **4.1.3 Financial Evaluation**

The Contractor must complete the pricing schedule provided in Annex B and include it as a separate attachment in the electronic bid submission.

Applicable Sales Tax: The GST, PST, QST or 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 applicable sales tax shall be disclosed and shown as a separate item.

#### **4.2 Basis of Selection**

##### **Lowest evaluated price**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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

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

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

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

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

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

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

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



## 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

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

In addition to all other information required in the procurement process, the Bidder **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).

<u>SURNAME</u>	<u>GIVEN NAME(S)</u>	<u>TITLE</u>

## 5.3 Authorized Distributor

The contractor must be an authorized reseller of the equipment and provide a letter from the manufacturer stating that they are an authorized reseller.



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

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

### **6.1 Security Requirements**

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

### **6.2 Statement of Requirement**

To provide an Impact Tester in accordance with the detailed Statement of Requirement attached as Annex "A".

### **6.3 General Conditions**

2010A 2022-12-01, General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive.

#### **6.4.2 Delivery Date**

All the deliverables must be received on or before \_\_\_\_\_.

#### **6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point specified at Annex A of the Contract.

#### **6.4.4 Delivery and Unloading**

D0018C (2007-11-30), Delivery and Unloading

#### **6.4.5 Shipping Terms and Instructions - Free on Board Destination and Delivered At Place**

Goods must be consigned and delivered to the destination specified in the Contract:

Incoterms® 2010 "DAP Delivered At Place" *4250 Wesbrook Mall, Vancouver, BC*

NRC Customs contacts for any Customs and Transportation Logistics enquiries:

- Christian Latreille: (613) 993-2259 / [christian.latreille@nrc-cnrc.gc.ca](mailto:christian.latreille@nrc-cnrc.gc.ca)

As part of NRC's commitment to Greening Government Operations, the Contractor is encouraged to minimize, include recycled content, re-use, or reduce/eliminate toxics in packaging, when possible.

#### **6.4.6 Packaging**

The methods used for preservation and packaging must be in conformity with the Contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment as below deck cargo.



## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Carol Cooper  
Senior Contracting Officer  
National Research Council Canada  
1411 Oxford Street, Halifax, NS B3H 3Z1

Telephone: 902 293 8053  
E-mail address: [carol.cooper@nrc-cnrc.gc.ca](mailto:carol.cooper@nrc-cnrc.gc.ca)

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

### 6.5.2 Technical Authority

The Technical Authority for the Contract is: *[to be inserted at contract award]*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative *[to be inserted at contract award]*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 6.7 Payment



### 6.7.1 Basis of Payment

The Contractor will be paid for costs reasonably and properly incurred in the performance of the work under this Contract in accordance with the following:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a \_\_\_\_\_ (*insert "firm price" OR "firm unit price(s)" OR "firm lot price(s)"*), as specified in \_\_\_\_\_ *insert "contract" OR "in Annex \_\_\_\_"* for a cost of \$ \_\_\_\_\_ *insert the amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.

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

### 6.7.2 Limitation of Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a \_\_\_\_\_ (*insert "firm price" OR "firm unit price(s)" OR "firm lot price(s)"*), as specified in \_\_\_\_\_ *insert "contract" OR "in Annex \_\_\_\_"* for a cost of \$ \_\_\_\_\_ *insert the amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.

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

### 6.7.3 Method of Payment

#### **SACC Manual clause H1001C (2008-05-12), Multiple Payment**

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### 6.7.4 SACC Manual Clauses

**SACC Manual clause C0100C (2010-01-11), Discretionary Audit - Commercial Goods and/or Services**

**SACC Manual clause C2000C (2007-11-30), Taxes - Foreign-based Contractor**

**SACC Manual clause C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor**

### 6.7.5 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic Only);
- b. Wire Transfer (International Only);



## 6.8 Inspection and Acceptance

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

## 6.9 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices **must** be sent to: [nrc.invoice-facture.cnrc@nrc-cnrc.gc.ca](mailto:nrc.invoice-facture.cnrc@nrc-cnrc.gc.ca)

**PLEASE QUOTE CONTRACT NO. *[to be inserted at contract award]* ON ALL DOCUMENTATION AND INVOICES.**

## 6.10 Certifications and Additional Information

### 6.10.1 Compliance

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

## 6.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 6.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) [2010A](#) 2022-12-01, General Conditions - Goods (Medium Complexity)
- (c) ANNEX A, Statement of Requirement;
- (d) ANNEX B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s).*)

## 6.13 SACC Manual Clauses

**SACC Manual clause [B1501C](#)** (2018-06-21) Electrical equipment  
**SACC Manual clause [B7500C](#)** (2006-06-16) Excess Goods  
**SACC Manual clause [G1005C](#)** (2016-01-28) Insurance – No Specific Requirements



## 6.14 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

## 6.15 Non-Permanent Resident (Foreign Company)

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

**OR**

## 6.15 Non-Permanent Resident (Canadian Company)

The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfilment 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.



## ANNEX "A"-STATEMENT OF REQUIREMENT

### Background

The National Research Council's (NRC) Energy, Mining and Environment (EME) Vancouver branch has a requirement for the supply and delivery of metallic and polymeric materials impact Tester. The impact tester is capable of measuring the absorbed energy (e.g. work required to fracture) of metallic and polymeric materials.

The Impact Tester must meet the following criteria:

<b>1. Test Method:</b>
<b>1a.</b> The unit must quantitatively measure the absorbed energy (e.g. work required to fracture) of metallic and polymeric materials
<b>1b.</b> Test instrument must conform to ASTM E23, ASTM E2298, ISO 14556, ISO 148, ISO 179 and EN 10045 standard.
<b>2. Impact Energy Range:</b>
<b>2a.</b> 50 J to 300 J
<b>2b.</b> The tester must have at least 3 set of impact energy setup (50J, 150 J and 300 J)
<b>3. Safety Shield:</b>
<b>3a.</b> The unit must have a safety shield and emergency stop to conduct the testing in a safely manner.
<b>4. Test Temperature:</b>
<b>4a.</b> The tester must have the capability to perform impact testing between -196°C and 60°C.
<b>4b.</b> For separate temperature chamber, the tester must have a safe specimen transfer procedure from the temperature chamber.





<b>5. Specimen preparation:</b>
<b>5a.</b> The tester must be capable of making 'V' and 'U' type notches complying with ASTM E23 and ISO 148.1
<b>5b.</b> The tester must be capable of creating notches on polymeric materials and metallic materials with hardness 30 – 45 HRC
<b>6. Test Pressure:</b>
<b>6a.</b> The gas differential pressure range must be between 0MPa and 0.1MPa at the minimum (a wider range is acceptable but must include 0MPa to 0.1MPa).
<b>7. Power supply Requirements:</b>
<b>7a.</b> The electrical supply must be either 120V or 208V AC, at 60Hz.
<b>8. Certification:</b>
<b>8a.</b> The unit must comply with the lasted standards of CSA Certification or equivalent. If providing equivalent certification, the bidder must provide documentation for review. If equivalent is deemed non-acceptable the bid with be non-compliant.
<b>9. Computer controlled software for test operation, data acquisition and analysis</b>
<b>9a.</b> The unit must include computer-controlled software for test operation, data acquisition and analysis.
<b>9b.</b> The vendor must provide free software updates for at least 10 years.
<b>9c.</b> Software must be compatible with Windows 10 and newer
<b>10. Performance References:</b>
<b>10a.</b> The vendor must provide two letters of reference from current users of this equipment.
<b>10b.</b> NRC reserves the right to contact the users in order to confirm performance of the equipment.

1.1 The Contractor must deliver the system to ground level loading dock in satisfaction of the contract requirements to:

Delivery Point:  
NRC-EME  
4250 Wesbrook Mall  
Vancouver, BC, V6T 1W5

### 1.2 Manuals and documentation

The Contractor must deliver; a minimum of 1 complete set of Documentation, in English, in Adobe PDF format. This documentation must include all publications pertaining to technical specifications, installation requirements and operating instructions.

### 1.3 Training

The Contractor must provide in person/ virtual training for the Client in both official languages: English and French (if required by the client) for the up to 5 End Users. Training must include operation and manipulation of the equipment. The training should include but not be limited to product functionality, product features and limitations. The Contractor must deliver the training within 5 calendar days of installation.

### 1.4 Service

The Contractor must provide on-site or virtual service within 48 hours of notification from the Client



### 1.5 **Optional Warranty**

The contactor must provide pricing for 2 additional optional years of warranty.



**ANNEX "B" - BASIS OF PAYMENT**

Goods must be consigned and delivered to the destination specified. Incoterms® 2010 "DAP Delivered At Place" (NRC EME – 4250 Wesbrook Mall, Vancouver, BC V6T1W5). Customs duties are excluded and Applicable Taxes are extra.

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	Impact Tester (including required hardware, software and documentation, in accordance with Annex A)	1	Lot	\$ _____	\$ _____
2	On-site installation, in accordance with Annex A	1	Lot	\$ _____	\$ _____
3	On-site or virtual training, in accordance with Annex A (Specify training method)	1	Lot	\$ _____	\$ _____
	<b>Price ( )</b> <b>*Specify Currency</b>				\$ _____ sum of items 1-3

	Optional Warranty	Firm Price
1	Year 2	
2	Year 3	



## **ANNEX "C" - EVALUATION CRITERIA**

Bidders must demonstrate that they meet each mandatory technical criteria by providing a response to each of the mandatory technical criteria. Bidders must provide evidence including, but not limited to, specifications, brochures, or documented data to show their file folders meets each of the mandatory technical criteria. Simply stating that all of the mandatory criteria are met is not sufficient. Failure to meet any of the mandatory criteria will render the bid non-responsive and it will be given no further consideration.

The Impact Tester must meet the following criteria in chart on next page:



	CRITERIA	SUBSTANTIATION Please Cross Reference to Specific pages in your proposal Completed by Bidder	ASSESSMENT MET/ NOT MET [Completed by NRC Evaluator]
M1	<b>Test Method:</b> The unit must quantitatively measure the absorbed energy (e.g.work required to fracture) of metallic and polymeric materials		
	Test instrument must conform to ASTM E23, ASTM E2298, ISO 14556, ISO 148, ISO 179 and EN 10045 standard.		
M2	<b>Impact Energy Range:</b> 50 J to 300J.		
	The tester must have at least 3 set of impact energy (50J, 150 J and 300 J)		
M3	<b>Safety Shield:</b> The unit must have a safety shield and emergency stop to conduct the testing in a safely manner.		
M4	<b>Test Temperatures:</b> The tester must have the capability to perform impact testing between -196°C and 60°C.		
M5	<b>Test Pressure:</b> The gas differential pressure range must be between 0MPa and 0.1MPa at the minimum (a wider range is acceptable but must include 0MPa to 0.1MPa).		
M6	<b>Power supply Requirements;</b> The electrical supply must be either 120V or 208V AC, at 60Hz		
M7	<b>Certification</b> The unit must comply with the lasted standards of CSA Certification or equivalent. If providing equivalent certification, the bidder must provide documentation for review. If equivalent is deemed non-acceptable the bid with be non-compliant.		
M8	<b>Computer controlled software for test operation, data acquisition and analysis;</b> The unit must include computer-controlled software for test operation, data acquisition and analysis.		
	The vendor must provide free software updates for at least 10 years.		
	Software must be compatible with Windows 10 and newer		
	All software must be in English		
	The software must be able to export the data in either txt, csv, or other common formats		
M9	<b>Calibration:</b> Provide factory report for calibration and verification		
M10	<b>Performance:</b> Two letters of reference provided by current users of equipment.		