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Request for Proposal (RFP) Demande de proposition (DDP)

Proposal To: Natural Resources 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 therefor.

Proposition à: Ressources Naturelles 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-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Issuing Office - Bureau de distribution

Natural Resources Canada / Ressources naturelles Canada Finance and Procurement Management Branch 580 Booth Street Ottawa, ON K1A 0E4

NRCAN CHEMICAL MANAGEMENT SOFT	WARE AS A SERVICE
Solicitation No. – No de l'invitation	Date
NRCan-5000076036-A	November 21, 2023
Requisition Reference No N° de la de 5000076036-A	mande
Solicitation Closes – L'invitation prend f	in
at – à 2 p.m. (Eastern Standard Time ((EST))
on – le December 5, 2023	
Address Enquiries to: - Adresse toutes q	uestions à:
raymond.thai@NRCan-RNCan.gc.ca	
Telephone No. – No de telephone	
343-543-7427	
Destination – of Goods and Services:	
Destination – des biens et services:	
See herein.	
0 11 01 111	
Security – Sécurité	
THERE ARE NO SECURITY REQUIREMENT	S ASSOCIATED WITH
THIS REQUIREMENT.	37.030 6.7.1125 171111
Vendor/Firm Name and Address	
Raison sociale et adresse du fournisseur	r/de l'entrepreneur
Telephone No.:- No. de téléphone:	
Email – Courriel :	
Name and Title of person authorized to	sign on behalf of
Vendor/Firm (type or print)	
Nom et titre de la personne autorisée à	
fournisseur/de l'entrepreneur (taper ou	ı écrire en caractères
d'imprimerie)	
Signature	Date

Title - Sujet

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The Articles contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP.

Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.

By signing its bid, the bidder confirms that they have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and certifies that:

- 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;
- 2. This bid is valid for the period requested in the bid solicitation;
- 3. All the information provided in the bid is complete, true and accurate; and
- 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

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- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Basis of Payment.

The Appendixes include Appendix "1" – Evaluation Criteria and Appendix "2" – Financial Bid Presentation Form.

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders for a Software solution that will accomplish the following:

- Improve employee's right to know, by providing updated inventories and safety data sheets for all hazards in an employee's workspace;
- Increase oversight and reporting of hazardous materials;
- Provide greater awareness of hazards during emergency situations;
- Improve data management; and
- Reduce chemical purchasing and disposal costs
- 1.2.1 This bid solicitation allows bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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1.2.2 Considering accessibility criteria and features is obligatory with this requirement. For additional information consult the <u>Directive on the Management of Procurement</u>

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 fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing will be done in writing, by email.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

In the complete text content (except Section 1 and 3)

Delete: Public Works and Government Services Canada" and "PWGSC"

Insert: "Natural Resources Canada." and "NRCan"

- At 02 Procurement Business Number:

Delete: "Suppliers are required to" **Insert:** "It is suggested that suppliers"

- At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 1: Delete: in its entirety
- At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2a:

Delete: The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC headquarters is: tpsgc.pareceptiondessoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca. or, if applicable, the email address identified in the bid solicitation.

Insert: The only acceptable email address to use with CPC Connect for responses to bid solicitation issued by NRCan is: procurement-approvisionnement@NRCan-RNCan.gc.ca

At 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2b:

Delete: "six business days" **Insert:** "five business days"

At 20, Further information, article 2b:

Delete: in its entirety

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

Delete: 60 days Insert: 180 days

2.2 Submission of Bids

Bidders must submit all proposals using the Canada Post Canada (CPC) Connect service. Given the current constraints on NRCan's networks, the electronic mail system has a limit of 1GB per single message received and a limit of 20GB per conversation.

Bids must be submitted no later than the date and time indicated on page 1 of the bid solicitation.

Only bids submitted using CPC Connect service will be accepted.

At least five (5) business days before the bid solicitation closing date, it is necessary for the Bidder to send an email requesting to open CPC Connect conversation to the following address:

procurement-approvisionnement@NRCan-RNCan.gc.ca

Note 1: Bids will not be accepted if e-mailed directly to this address. This e-mail address is to be used to open CPC Connect conversation, as detailed in the Standard Instructions 2003 (article 08, paragraph 2), or to send bids through CPC Connect message if the bidder is using its own licensing agreement for CPC Connect.

Note 2: Send as early as possible in order to ensure a response, Requests to open a CPC Connect conversation received after that time may not be answered.

IMPORTANT: It is requested that you write the bid solicitation number in "Subject" of the email:

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NRCan will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the bid is submitted correctly using CPC Connect service. Not complying with the instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

Due to the nature of the bid solicitation, bids transmitted by email, mail or facsimile to NRCan will not be accepted.

2.3 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 <u>Financial Administration Act</u>, 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. 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 pe	r the above	definitions	, is the Bidder a	a FPS in recei	pt of a	pension? Yes	□ No □
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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** \square **No** \square

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.

2.4 Enquiries - Bid Solicitation

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

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

2.5 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.

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) business days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

• The Bidder must submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately saved documents as follows:

Section I: Technical Bid

Section II: Financial Bid <u>in a separate file and document</u>. Section III: Certifications <u>in a separate file and document</u>.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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

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 <u>Policy on Green Procurement</u> (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.)

In accordance with the <u>Directive on the Management of Procurement</u> and the *Accessible Canada Act*, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this Statement of Work (SOW) and must:

- (i) demonstrate how the bidder's proposed goods and/or services meet the accessibility requirement at delivery; or
- (ii) describe how the bidder would deliver its goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory technical evaluation criteria are included in Appendix "1" – Evaluation Criteria.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

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 Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Aboriginal Designation

Who is eligible?

- a. An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership
- vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted a described above.
Our Company is NOT an Aboriginal Firm
Our Company is an Aboriginal Firm, as identified above.
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 with the time frame specified 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 real property agreement of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be give further consideration in the procurement process.
 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).
Bidders bidding as partnerships do not need to provide lists of names.
Name of Bidder:
OR
Name of each member of the joint venture:
Member 1: Member 2: Member 3:
Member 4·

Identification of the administrators/owners/Board of Directors:

SURNAME	NAME	TITLE

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

5.2.3.2 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

5.2.3.3 Former Public servant

Former Public Servants	Is the Bidder a FPS in receipt of a pension as	
See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	defined in the bid solicitation? Yes No If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?	

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	Yes No If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
SIGNATURE for CERTIFICATION	
The Contractor certifies having read acknowledges receipt.	and understood the information included in the present document and
Name	 Date
	 tive

PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this procurement.

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PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled ______, dated ______. (to be completed at contract award)

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

<u>2010B</u> (2022-12-01), General Conditions - Medium Complexity – Professional Services, apply to and form part of the Contract. [If applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan)]

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2024 inclusive.

7.3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4 Authorities

7.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Raymond Thai

Title: Procurement Team Leader

Organization: Natural Resources Canada (NRCan)

Address: 580 Booth Street, Ottawa, ON K1A 0E4

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Telephone: 343-543-7427

E-mail address: raymond.thai@NRCan-RNCan.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.

other than the Contracting Authority.
7.4.2 Project Authority
The Project Authority for the Contract is:
Name: (to be filled out at contract award) Title: Organization: Address: Telephone: E-mail address:
The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority. 7.4.3 Contractor's Representative
Name: (to be filled out at contract award) Title: Organization: Address: Telephone: E-mail address:

7.5 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 <u>Public Service Superannuation Act</u> (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: 2019-01 of the Treasury Board Secretariat of Canada.

7.6 Payment

7.6.1 Basis of Payment – Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex 'B', to a limitation of expenditure of \$_____ to be provided at contract award). Customs duties are included and Applicable Taxes are extra.

7.6.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ ______.(will be completed at contract award) Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.6.3 Method of Payment

Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

7.7 Invoicing Instructions

Invoices shall be submitted using the following method:

E-mail:

Invoicing-Facturation@nrcan-rncan.gc.ca

Not	e: Attach "PDF" file. No other formats will be accepted
	es and all documents relating to a contract must be submitted on the Contractor's own form and shall he Contract number:
nvoic	ing Instructions to suppliers: http://www.nrcan.gc.ca/procurement/3485
7.8	Certifications and Additional Information
ts bid condit	Compliance specified otherwise, the continuous compliance with the certifications provided by the Contractor in or precedent to contract award, and the ongoing cooperation in providing additional information are ions of the Contract and failure to comply will constitute the Contractor in default. Certifications are to verification by Canada during the entire period of the Contract.
7.9	Applicable Laws
	ontract must be interpreted and governed, and the relations between the parties determined, by the n force in Ontario.
7.10	Priority of Documents
docum	e is a discrepancy between the wording of any documents that appear on the list, the wording of the nent that first appears on the list has priority over the wording of any document that subsequently rs on the list.
a) b) c) d) e) f)	the Articles of Agreement; the general conditions 2010B (2022-12-01), Conditions - Medium Complexity – Professional Services; Annex A, Statement of Work; Annex B, Basis of Payment; Annex C, Security Requirements Check List; the Contractor's bid dated, (to be filled out at contract award).
7.11	Foreign Nationals (Canadian Contractor OR Foreign Contractor)
SACC I	Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)
OR	

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

7.12 Insurance - No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX "A" - STATEMENT OF WORK

NRCAN CHEMICAL MANAGEMENT SOFTWARE AS A SERVICE

SW.1.0 BACKGROUND

Under its Departmental Occupational Health and Safety Policy, Natural Resources Canada (NRCan) is committed to assuring the health and safety of its employees as part of the Department's operations and day-to-day activities. In addition, the Department is responsible for ensuring that it meets federal Occupational Health and Safety laws, regulations, and policies, and where appropriate, is compatible with municipal, provincial, national, and international health and safety standards.

NRCan operates buildings and laboratories across Canada, and conducts research related to forestry, mining, geology, explosives, and energy technology development. To conduct these activities in a safe and environmentally responsible manner, reducing environmental liability and limiting the risks to employee health and safety, proper management of these activities and facilities is paramount.

Chemical management is consistently identified as one of NRCan's top environmental, health and safety risks. The risks range from property damage to death depending on the size and scope of the potential incidents. One significant cause is the absence of a standardized process or tool for managing chemical inventories at NRCan facilities.

There are regulatory requirements for management of chemicals and hazardous products:

- The Canada Occupational Health and Safety Regulations (COHSR), s. 10.3 states,
 - "Every employer shall keep a record of all hazardous substances that are used, produced, handled or stored for use in the work place and may either keep such a record in the work place or keep a centralized record in respect of several work places in one work place. "
- The Canada Occupational Health and Safety Regulations (COHSR), s. 10.13 states,
 - "Where a hazardous substance is stored, handled or used in a work place, warnings shall be given in appropriate places at access points warning every person granted access to the work place of the presence of the hazardous substance and of any precautions to be taken to prevent or reduce any hazard of injury to health. "
- 3. The Canada Occupational Health and Safety Regulations (COHSR), s. 10.32 states,
 - "If a hazardous product, other than a hazardous product referred to in paragraph 10.31(1)(c), is received in the work place by an employer, the employer shall, without delay, obtain a supplier safety data sheet in respect of the hazardous product from the supplier, unless the employer is already in possession of a supplier safety data sheet that
- (a) is for a hazardous product that both has the same product identifier and is from the same supplier;
- (b) discloses information that is current at the time that the hazardous product is received; and
- (c) was prepared and dated less than three years before the day on which the hazardous product is

received. "

SW.2.0 OBJECTIVES

Centralize and standardize the method in which chemicals are managed at NRCan. The Software solution will accomplish the following:

- a) Improve employee's right to know, by providing updated inventories and safety data sheets for all hazards in an employee's workspace
- b) Increase oversight and reporting of hazardous materials
- c) Provide greater awareness of hazards during emergency situations
- d) Improve data management
- e) Reduce chemical purchasing and disposal costs

SW.3.0 PROJECT REQUIREMENTS

SW.3.1 NRCan Tasks, Deliverables, Milestones and Schedule

Obtaining and Providing Chemical Inventory

All occupied NRCan locations (see Attachment 1 to Annex "A") will provide the project authority with an up-to-date chemical inventory in Microsoft Office Excel format with the following information:

- Chemical name
- CAS number
- Name of the manufacturer
- Manufacturer's chemical product number
- Date of purchase (if known)
- Chemical's typical storage location NRCan building code, room, location within room. Example:
 EE09 / 2.205 / Flammable Cabinet 1 / shelf 1

The Project Authority will then provide the inventories to the Contractor by email for the Contractor to populate the software. The Project Authority will provide this information to the Contractor within 120 business days from the date of Contract Award.

SW.3.2 Contractor Tasks, Deliverables, Milestones and Schedule

Creation of Chemical Inventory Database

Using the provided chemical inventories provided by the Project Authority in SW3.1 listed above, the Contractor will populate the software solution.

The Contractor will also create three tiers of Users for NRCan (See 5.0 for definitions). The first Tier is for Administrative Users, the second Tier is for Site Administrative Users and the third tier is for General Users.

Tasks/ Activities	Deliverables/ Milestones	Time schedule	Contractor Constraints
Population of software with NRCan's chemical inventories	Software solution is populated with all chemical inventories	200 business days from date contract is awarded	Delays with NRCan providing the data
Creation of 3 tiers of users: Administrative User Site Administrative User General user	All tiers of users have been created and employees have their account information	200 business days from date contract is awarded	Project Authority providing the list of Users

Training

The Contractor will provide training to the Project Authority on the Solution within 20 business days from the date of Contract Award.

The Contractor will provide online training videos demonstrating Solution functionality in addition to frequently asked questions.

Support

The Contractor will provide full application support services for the Solution throughout the entire life of the contract. This will be accomplished via a technical support contact number and customer support email address. Acknowledgment of request is required within 2hrs of receipt of issue, with issues solved within 24hours of receipt of request.

SW.3.3 Reporting Requirements

The Project Authority will work with the individual NRCan sectors and locations to ensure chemical inventories are delivered to the Contractor within the schedule outlined in 3.2.

The Contractor shall report to the Project Authority on the progression of the creation of the database every 30 business days from the date the Project authority provides the inventories.

Reporting shall consist of:

- Number of entries completed
- Number of entries outstanding
- Ambiguities encountered in relation to Project Authority provided data
- Number of entries without safety data sheets

SW.3.4 Method and Source of Acceptance

All deliverables and services are subject to testing and acceptance by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory or require their correction before payment will be authorized.

SW.3.5 Software Specifications and Standards

The software solution must be a commercial-off-the-shelf (COTS) product, meeting software specifications and standards are listed in the Evaluation Criteria.

SW.4.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.4.1 Contractor's Obligations

The Contractor must:

return all materials belonging to NRCan upon completion of the Contract, which may include but is not limited to the list of chemical inventories in Microsoft Office Excel format. All data populated within the solution during the lifetime of the contract must be returned to NRCan in Microsoft Office Excel format.

SW.4.2 NRCan's Obligations

Provide the Contactor chemical inventories in Microsoft Office Excel format for each of the locations listed in Appendix A

SW.4.3 Location of Work, Work Site and Delivery Point

Hosting of the service will occur within Contractor owned/leased data centres. The Contractor must work remotely with NRCan through teleconference, video conference or email as and when required by NRCan.

SW.5.0 APPLICABLE DOCUMENTS AND GLOSSARY

Glossary

Administrative User – NRCan corporate occupational health and safety, security, emergency management, and anyone authorized by NRCan that will oversee the use of the Solution.

Site Administrative User – Anyone authorized by the Project Authority that will act as the primary contact for a building location.

General User – Anyone authorized by NRCan using the Solution to look up information without having any ability to modify the data.

SW.5.1 Acronyms, Relevant Terms, Act

Acronyms

CEPA

CLC II	Canada Labour Code Part II
COHSR	Canada Occupational Health and Safety Regulations
DOHS	Departmental Occupational Health and Safety
DSL	Domestic Substances List
GHS	Globally Harmonized System

Canadian Environmental Protection Act

GoC Government of Canada
NRCan Natural Resources Canada
OHS Occupational Health and Safety

SDS Safety Data Sheet
SSC Shared Services Canada
TBS Treasury Board Secretariat

TDG Transportation of Dangerous Goods WCAG Web Content Accessibility Guidelines

WHMIS Workplace Hazardous Materials Information System

Acts

Canada Labour Code, RSC 1985, c L-2

Canada Occupational Health and Safety Regulations, SOR/86-304

Hazardous Products Regulations, SOR/2015-17

Transportation of Dangerous Goods Regulations, SOR/2001-286

ATTACHMENT 1 TO ANNEX "A"

Listing of Occupied NRCan Buildings

Building Code	Building Name	Address	City	Province
KB01	Sir William Logan Building	580 Booth Street	OTTAWA	ON
KB02	Administration Building	588 Booth Street	OTTAWA	ON
KB05	Geological Survey Building	601 Booth Street	OTTAWA	ON
JJ05	CANMET Energy Technology Centre	1615 Lionel-Boulet Boulevard, P.O. Box 4800	VARENNES	QC
KB56	Carling Square, Tower 1	560 Rochester Street	OTTAWA	ON
TT06	Northern Forestry Centre	5320 122 Street Northwest	EDMONTON	АВ
GS02	Laurentian Forestry Centre	1055 Du P.E.P.S. Street, P.O. Box 10380 506 Burnside Road	QUÉBEC	QC
VP01	Pacific Forestry Centre	West	VICTORIA	ВС
PG01	Great Lakes Forestry Centre	1219 Queen Street East	SAULT STE. MARIE	ON
LL20	CanmetMATERIALS	183 Longwood Road South	HAMILTON	ON
TT04	Geological Survey of Canada	3303 33 Street Northwest	CALGARY	АВ
BB05	Bedford Institute of Oceanography	1 Challenger Drive, P.O. Box 1006	DARTMOUTH	NS
KB06	CanmetMINING	555 Booth Street	OTTAWA	ON
EE09	Hugh John Flemming Forestry Centre	1350 Regent Street, P.O. Box 4000	FREDERICTON	NB
TD07	Analytical Office Building	1 Oil Patch Drive	DEVON	AB
VV11	Pacific Geoscience Centre	9860 West Saanich Road, P.O. Box 6000	SIDNEY	ВС
JJ50	Place de la Cité	212 - 50 Place de la Cité, P.O. Box 162	SHERBROOKE	QC
KC03	Building 3 - General Office and Laboratory	1 Haanel Drive - Building 3	OTTAWA	ON
KF03	Building 3 - Central Experimental Farm (CEF)	930 Carling Avenue (CEF, Bldg 3, Observatory Cr.)	OTTAWA	ON
GG09	National Institute of Scientific Research	490 De la Couronne Street	QUÉBEC	QC
VV26	Vancouver House	1500 - 605 Robson Street	VANCOUVER	BC
KC20	Building 5A - Trailer	1 Haanel Drive - Building 5A	OTTAWA	ON

		240 000 D		
VV80	The Burrard Office	219 - 800 Burrard Street	VANCOUVER	ВС
		930 Carling Avenue		
	Building 7 - Central Experimental Farm	(CEF, Bldg 7,		
KF07	(CEF)	Observatory Cr.)	OTTAWA	ON
KK09	Warner Building	2464 Sheffield Road	OTTAWA	ON
		930 Carling Avenue		
WE04	Building 1 - Central Experimental Farm	(CEF, Bldg 1,	0774144	0.11
KF01	(CEF)	Observatory Cr.) 1 Haanel Drive -	OTTAWA	ON
KC35	Building 1A - Trailer	Building 1A	OTTAWA	ON
KCSS	Building IA - ITaliei	1 Haanel Drive -	OTTAWA	CIV
KC02	Building 2 - Solid Fuels Research	Building 2	OTTAWA	ON
	Building 1 - Administration and	2617 Anderson		
KA01	Laboratories	Road	OTTAWA	ON
		26 University		
	Forest Centre - Sir Wilfred Grenfell	Avenue, P.O. Box	CORNER	
AA07	College	960	BROOK	NL
		1 Haanel Drive -		
KC30	Building 1B - Trailer	Building 1B	OTTAWA	ON
FF10	Faractus Cantus Creambassa	1350 Regent Street,	EDEDEDICTON	ND
EE10	Forestry Centre Greenhouse	P.O. Box 4000 1 Haanel Drive -	FREDERICTON	NB
KC37	Building 12A - Trailer	Building 12A	OTTAWA	ON
KC57	Building 1277 Trules	930 Carling Avenue	OTTAWA	014
	Building 5 - Central Experimental Farm	(CEF, Bldg 5,		
KF05	(CEF)	Observatory Cr.)	OTTAWA	ON
		1079 Kelly Lake		
PP05	Sudbury leasehold	Road	SUDBURY	ON
TD08	High Head Laboratory Building	1 Oil Patch Drive	DEVON	AB
10/24	Marketta Office	1501 - 1138	VANCOLIVED	D.C.
VV31	Melville Office	Melville Street	VANCOUVER	BC
MM65	Bay Street Office	300 - 655 Bay Street, P.O. Box 15	TORONTO	ON
LAULAIOO	Buy Street Office	1 Haanel Drive -	10101110	OIV
KC01	Building 1 - Central Heating Plant	Building 1	OTTAWA	ON
	Building 6 - Petroleum Process	1 Haanel Drive -		
KC06	Laboratory	Building 6	OTTAWA	ON
KB03	Surveys and Mapping Building	615 Booth Street	OTTAWA	ON
	Building 10 - Mining Research	1 Haanel Drive -		
KC10	Laboratories	Building 10	OTTAWA	ON
				0.11
KC05	Building 5 - Catalyst Laboratory		OTTAWA	UN
KC38	Building 3A - Trailer		ΟΤΤΔΙΛ/Λ	ON
NCZO			OTTAWA	OIV
XR03	Shelf Program (PCSP)	North Camp	RESOLUTE	NU
	Building 19C - Rapidly Deployable	1 Haanel Drive -		
KC40	Northern House	Building 19C	OTTAWA	ON
	Building 10 - Mining Research	1 Haanel Drive -		



JJ01	Gatineau Satellite Station	75 McClelland Road	CANTLEY	QC
		1 Peter Ferderber		
		Road, P.O. Box		
JV06	Research Laboratory	1300	VAL-D'OR	QC
		1 Haanel Drive -		
KC04	Building 4 - Hydrogenation Laboratory	Building 4	OTTAWA	ON
		1 Haanel Drive -		
KC38	Building 19B - AEL Laboratory	Building 19B	OTTAWA	ON
	K.W. Neatby Building - Central			
KF11	Experimental Farm (CEF)	960 Carling Avenue	OTTAWA	ON
		3793 Alfred		
VJ01	Provincial Government Office Building	Avenue, Bag 5000	SMITHERS	BC

ANNEX "B" - BASIS OF PAYMENT

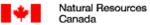
(Will be completed at contract award)

APPENDIX "1" - EVALUATION CRITERIA

This section specifies what functionalities or features the software solution must be able to provide and the operations and activities that Users must be able to perform.

For each mandatory requirement, please include a reference to the appropriate page in your bid proposal that responds to that requirement. To be considered responsive, all mandatory criteria must be met. Proposals that fail to meet the mandatory requirements will be given no further consideration.

Requirement #	Mandatory Ro	equirement Description	Bid Submission Requirement	Requirement Met?		Reference (Page No.)
				Yes	No	
M-01	Official Languages	The software solution must be available in both official languages of Canada, English and French, including software maintenance and support services. When accessing either official language, it must include all hazardous products existing in the MSDS database.	The bidder must provide: 1. Screen captures of the solution in both official languages, and 2. A signed attestation			
M-02	Accessibility Act Standard on Web Accessibility Web Content Accessibility Guidelines (WCAG)	The software solution must adhere to all current and applicable Government of Canada (GoC) standards, which includes the Accessibility Act and the Web Content Accessibility Guidelines (WCAG). The bidder is responsible to perform their own testing and include a statement of compliance with bid submission.	The bidder must provide a report similar to the web contact accessibility guidelines (WCAG) authoring tool accessibility guidelines (ATAG) report tool ensuring it meets all accessibility standards as set by the federal government of Canada.			
M-03	Policy on Service and Digital	The software solution must adhere to the Treasury Board Secretariat Policy on Service and Digital.	The bidder must provide a signed attestation that the proposed software solution meets this policy.			



M-04	Automaticall y update Safety Data Sheets (SDS)	The software solution must automatically update the Safety Data Sheets from the product manufacturers whenever there is change to the Safety Data Sheets.	The bidder must provide a signed attestation combined with a user manual insertion stating so.		
M-05	Track 4 levels of locations	The software solution must have the ability to track chemicals, based on its storage location. Tracking must include a minimum of <u>4 levels of location</u> (Building ID, Room ID, Location within room, exact location) information.	The bidder must provide Screen captures showing an example of an inventoried product's location with a minimum of 4 levels of location. Example: BUILDING ABC / ROOM 123 / Flammable Cabinet 1 / shelf 1		
M-06	Query Inventories	The software solution must provide the functionality to enable Users to query inventories based on location information of the chemical outlined in M-06.	The bidder must provide screen captures showing an example of a query and detailed locational information.		
M-07	Product tracking	The software solution must be able to track all products by: 1. Quantity; and 2. Volume	The bidder must provide a screen capture showing an example of an inventory product displaying both quantity and volume descriptions. Example: Chemical ABC has 2, 4L Bottles		
M-08	Barcodes/QR codes	The software solution must provide the ability to create barcodes and/or QR codes for products.	The bidder must provide screen captures showing an example of a products barcodes and/or QR codes		
M-09	Exporting	The software solution must provide the	The bidder must provide a screen		

functionality to enable capture showing the Users to export functionality to inventories to a export to Microsoft Microsoft Office Excel Office Excel format format. M-10 Reports The software solution The bidder must must enable Users to provide: perform all of the following: 1. Screen captures 1. Generate reports demonstrating each based on products that functionality; and have been recorded as waste/consumed 2. Published products application 2. Generate reports on instructions for Users products based on at all levels as listed Canadian regulatory at M-17. requirements -**Domestic Substances** List, Canadian **Environmental Protection Act** 3. Generate ad hoc reports such a location(s) of a particular chemical 4. Generate reports based on any selected criteria such as all chemicals at any of the locations identified in M-06 5. Save reports M-11 Audit The software solution The bidder must must have the provide screen functionality to track captures and report audit demonstrating the software can track changes made by Users. and report audit changes For example: User A changed Chemical X's volume to 0 on Date Χ.

M-12	Hazard	The software solution	The bidder must		
IVI-12	Classification	must ensure product hazard classification is visible as an inventory field in the User interface— Transportation of Dangerous Goods, Global Harmonized System.	provide Screen captures showing the hazard classification		
M-13	Warnings	The software solution must have the functionality to trigger a warning to Users when incompatible chemical products are stored together.	The bidder must provide Screen capture showing appropriate warning on chemical storage incompatibility.		
M-14	Labels	The software solution must have the functionality to enable Users to create workplace labels with required regulatory information.	The bidder must provide Screen captures showing a workplace label with Global Harmonized Systems information on it generated from the solution.		
M-15	Tracking	The software solution must have the functionality to identify inventoried items as waste and track them until disposed.	The bidder must provide Screen captures showing inventoried items listed as waste		
M-16	Tiers of Users	The software solution must provide three categories of Users as defined in the SOW: 1. Administrative User (rights to make changes, edits, create users and assign roles and permissions) 2. Site Administrative User 3. User	The bidder must provide Screen captures combined with official application instructions demonstrating the three categories of Users.		

APPENDIX "2" - FINANCIAL BID PRESENTATION SHEET

1. Fees

The all-inclusive **firm per unit rate** for the completion of this project is in Canadian funds and does not include applicable taxes

А	В	С	D (BxC)	
Requirement	Firm per unit Rate **	Number of Units *	Total Estimated Costs for Professional Fees (Applicable Taxes Excluded)	
Chemical Software as a Service Total of Units: English and French	\$	12,000	\$	
Treneri	\$			

^{*} LEVEL OF EFFORT PRESENTED HEREIN IS USED FOR EVALUATION PURPOSES ONLY AND IT IS NOT A COMMITMENT BY CANADA.

Any estimated level of effort specified in the Pricing Details detailed above is provided for financial proposal evaluation purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee nor as a commitment by NRCan to respect those estimated in any resulting contract.

^{**} FOR ANY ERRORS IN THE CALCULATION, THE ${\it UNIT}$ RATE SCHEDULE WILL BE UPHELD.