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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.

Comments – Commentaires

Issuing Office - Bureau de distribution

Natural Resources Canada / Ressources naturelles Canada

Finance and Procurement Management Branch Finance and Procurement Management Branch Natural Resources Canada 580 Booth Street Ottawa, ON K1A 0E Title – Sujet
Fume Hood Replacement Services

Solicitation No. – No de
l'invitation
NRCan- 5000081604

Date
03 July 2024

Requisition Reference No. - Nº de la demande 181044

Solicitation Closes – L'invitation prend fin at – à 2 p.m. (EST) on – le 05 August 2024

Address Enquiries to: - Adresse toutes questions à:

Bianca.moore@nrcan-rncan.gc.ca

Telephone No. – No de telephone 343-543-4785

Destination – of Goods and Services:

Destination – des biens et services:

Natural Resources Canada 580 Booth St Ottawa On K1A 0E4

Security - Sécurité

THERE ARE SECURITY REQUIREMENTS ASSOCIATED WITH THIS REQUIREMENT.

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/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 signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature Date

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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;
- 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, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, and any other annexes.

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders to perform the complete installation of four (4) new laboratory fume hoods. The work will consist of the removal of existing units, site work for new installs, and installation of four (4) new fume hood units, with mechanical, electrical and supply lines reconnection and operational check.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website".

The requirement is subject to the provisions of the: the Canada-Korea Free Trade Agreement (CKFTA).

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

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> (2022-03-29) 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:

NRCan-5000081604 - Fume Hood Replacement Services

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 FPS, 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 <u>Public Service Superannuation</u>
<u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u>
<u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian</u>
<u>Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian</u>
<u>Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances</u>
<u>Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C8.

Former Public Servant in Receipt of a Pension

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

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 \Box No \Box

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 five (5) calendar 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) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 5320 122 St NW Edmonton, AB TH6 3S5 on 24 July 2024. The site visit will begin at 9 am in 2 – room M115, 1 – room M108, 1 – room M107.

Bidders are requested to communicate with the Contracting Authority no later than 5 days before the site visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid

2.8 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

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy) in a separate file and document

Section III: Certifications (1 electronic copy)

Section IV: Additional Information (1 electronic copy)

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

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

Bidders must submit their financial bid in accordance with the Pricing Schedule in Basis of Payment in Annex B.

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 and point rated technical evaluation criteria are included in Appendix 1 – Evaluation Criteria.

4.2 Method of Selection

4.2.1 Highest Combined Rating of Technical Merit (60%) and Price (40%)

- 1. To be declared responsive, a bid must:
 - a. Comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 35 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 58 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
Bidder 1 Bidder 2 Bidder 3			Bidder 3	
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89



	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rati	ng	83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

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.

5.2 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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions - Required Documentation

In accordance with the <u>Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html)</u>, the Contractor must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

All applicants, regardless of their status under the policy, must have the following information at the time to participate in a procurement process:

- Suppliers that are corporate entities, including those bidding as joint ventures, must provide a
 complete list of the names of all current directors or, for a privately owned corporation, the names of
 the owners of the corporation;
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners;
- Suppliers that are a partnership do not need to provide a list of names.

Supplier's Legal Name:	
OR	
Name of each member of the joint venture:	
Member 1:	
Member 2:	
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Member 3:	
Member 4:	
Organizational Structure:	
\square corporate entity (shareholders) - provide the names of the current Board of α	lirectors
☐ privately owned corporation - provide a list of the owner's names	
□ sole proprietor - provide a list of the owner's names	

LIST OF NAMES

LAST NAME	FIRST NAME	TITLE

5.2.2 Security Requirements – Required Documentation

In accordance with the <u>requirements of the Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

5.2.3 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 and Social Development 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.

5.2.4.2 Education and Experience

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

5.2.4.3 Former Public servant		
Former Public Servants See the Article in Part 2 of the bid solicitation entitled	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?	
Former Public Servant for a definition of "Former Public Servant".	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?	
	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 and understood the acknowledges receipt.	e information included in the present document and	
Name	Date	
Signature of Authorized Representative		

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 181044

- 1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- The Contractor personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 4. The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) Contract Security Manual (Latest Edition).

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

2035 (2022-12-01), General Conditions - Higher Complexity - 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)

7.2.2 Supplemental General Conditions

The following clauses apply to and form part of this contract:

4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract

7.3 Security Requirements

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to September 30, 2024 Inclusive.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract is not subject to any Comprehensive Land Claims Agreements.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Bianca Moore

Title: Procurement Specialist

Natural Resources Canada (NRCan)

Procurement Services Unit

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

Telephone: 343-543-4785

E-mail address: bianca.moore@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.

7.5.2 Project or Technical Authority (to be provided at contract award)

The Project Authority for the Contract is:
Name: 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.
7.5.3 Contractor's Representative (to be provided at contract award)
Name: Title: Organization: Address: Telephone: E-mail address:
7.6 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 <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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.
7.7 Payment
7.7.1 Basis of Payment - Firm Price
In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ (insert the amount at contract award). Customs duties are included, and Applicable Taxes are extra.

7.7.3 Method of Payment

Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

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.

- a. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.8 Invoicing Instructions

Invoices shall be submitted using the following method:

E-mail:

Invoicing-Facturation@nrcan-rncan.gc.ca

Note: Attach "PDF" file. No other formats will be accepted

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the Contract number:

Invoicing Instructions to suppliers: http://www.nrcan.gc.ca/procurement/3485

7.9 Certifications and Additional Information

7.9.1 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.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Applicable Laws

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

7.11 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) the supplemental general conditions <u>4006</u> (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract
- (c) the general conditions <u>2035</u> (<u>2022-12-01</u>), <u>General Conditions Higher Complexity Services</u>, apply to and form part of the Contract.
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;

(f)	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)).

7.12 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC Manual clause A2000C (insert date) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause A2001C (insert date) Foreign Nationals (Foreign Contractor)

7.13 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.

7.14 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

SW.1.0 TITLE

Fume hood removal and replacement

SW.2.0 OBJECTIVES

Provide complete installation of four (4) new laboratory fume hoods. The work will consist of the removal of existing units, site work for new installs, and installation of four (4) new fume hood units, with mechanical, electrical and supply lines reconnection and operational check.

SW.3.0 PROJECT REQUIREMENTS

SW.3.1 Tasks, Deliverables, and Schedule

The Contractor will perform the following to the satisfaction of the Project Authority.

SW.3.2 Tasks

- Removal and disposal of four (4) old fume hoods and cabinets.
 - o 2 room M115
 - 1 room M108
 - 1 room M107
- Disconnect and tie off air line, water lines, mechanical, duct work, fire sprinkler device, millwork, and electrical services prior to hood removal. Request and receive Hot Work Permit if required and will be provided by NRCan.
- Repair and replace flooring, (existing floor tile may contain Asbestos), patch and paint portion of walls behind existing units.
- Complete installation of new fume hoods and base cabinets.
- Reconnect air lines, mechanical, plumbing, and electrical services, supply material, fire protection
 device and complete any required modifications to connect services, as per manufacturers guidelines
 and operational requirements.
- New fume hoods will be provided by Northern Forestry and installed to meet all code requirements.
- Complete operational check and ensure equipment is fully operational.
- Complete equipment inspection services and provide operational certification.

SW.3.3 Deliverables

- The Contractor will provide all personnel, equipment, tools, supervisor, PPE (eye/ear protection, gloves, boots, and other necessary PPE to complete work) and other items and services necessary to ensure the installation is performed at the Northern Forestry Centre.
- Contractor assumes loss and liability for the safety of their staff while working on site. Proper PPE for operation of equipment and tools, working with required materials, and physically working in an outside environment are required.
- Contractor assumes liability and loss for all equipment and material left on site during and outside working hours.
- The Contractor assumes liability and is responsible for any damage to NRCan property caused by equipment/operator during operations. Any damage caused is to be brought to the attention of the contractor's representative and the Project Authority in a prompt matter, in writing (photos of damage with explanation of contractor's responsibility are to be included). The contractor will find the means to repair the damages, which are to be approved by the Project Authority prior to the repair work being completed. Repairs are to be completed in an agreed upon period between the contractor and the Project Authority.
- All work completed within the labs requires to be coordinated through the Project Authority and with the lab staff.

- Confirm with Project Authority the placement location for each new fume hold. Ensure the following requirements are completed.
 - 1. Lab M108, Exhaust fan # EF36, to meet code compliance, MD15128—20132. The existing sprinkler lines and supply air will require relocation to accommodate the new fume hood.
 - 2. Existing sink location to remain.
 - 3. M108, Extend and reconnect existing 300 mm diameter stainless steel exhaust air duct to new fume hood location. Duct work may need to be offset to fit.
 - 4. Relocate existing supply air diffuser approx. 1 m. away from new location of the fume hood. Reconnect galvanized supply duct.
 - Extend and re-connect plumbing piping serving fume hood to new fume hood location 12
 mm diameter copper a vacuum, compressed air, and domestic water lines, 12mm
 diameter black steel natural gas line and 50 mm diameter PVDF acid resistant sanitary
 drain line.
 - Relocate existing sprinkler head by approx. 0.5m to ensure no conflict with new fume head location.
 - 7. Relocated two suspended direct light fixtures.
 - 8. Remove install duplex receptacles, isolated ground, special purpose receptacle,
 - 9. Hand-off- auto selector switch with green and red lights, and audio alarm.
 - 10. Supply all certified trades and contractors to perform duties outlined in the SOW...
 - 11. M107. # EF 37 A&B. location of fume hood does not meet requirements of the standard MD15128-20132.
 - 12. Relocate adjacent fixtures, sink, gas outlets in the millwork will require modification to suit new
 - 13. Relocate adjacent fixtures, sink, gas outlets in existing millwork. As required.
 - 14. Sink. gas, outlets in millwork will require modification to suite new layout
 - 15. Relocate adjacent fixtures, sink, gas outlets in existing millwork. As required.
 - 16. Sink. gas, outlets in millwork will require modification to suite new layout
 - 17. Extend and reconnect 250mm Stainless Steel exhaust air duct to new fume hood location, offset of duct work may be required.
 - 18. Relocate existing supply air diffuser approx. 1 m away from the new location. Reconnect existing plumbing piping serving fume hood to new location (12mm copper vacuum, compressed air, and domestic waterlines, 12mm diameter black steel natural gas line and 50 mm diameter PVDF acid resistance sanitary drain line).
 - 19. Relocate existing sprinkler line approximately 0.5m to ensure no conflict with new location.
 - 20. Relocate existing air diffuser to maintain minimum 1.5m separation from fume hood.
 - 21. Replace existing sink along with eye wash station and accessories with new eye washing stations.
 - 22. Re-connect plumbing and re-use existing mixing valve.
 - 23. Relocate two suspended direct light fixtures to make space available for new fume hood.
 - 24. Remove and reinstall wiring for duplex receptacle, isolated ground, special purpose receptacle, hand-off-auto selector switch with green and red pilot lights and an audible alarm.
 - 25. M107 flooring will need to be replaced. Lab floor is roughly 21x 11.
 - 26. Floor tiles have asbestos in them and will need to be removed using asbestos abatement. Tile to be seal after install. Tile type is Desert Beige # 51809. lot # P285c, including install of new base trim.
 - 27. If needed, abatement work will be conducted after hours.
 - 28. M115 Fan # EF 31 A&B fume hood location does not meet standard MD15128-20132.
 - 29. Fume hoods will need to be min 2.4 m from the entrance into the lab, there should be a 1 m min distance from fume hood to nearest item and at least 300mmm clearance from side wall to any existing wall. Adjacent lab gas outlets located in the existing millwork.
 - 30. Adjacent lab gas outlets located in existing millwork, existing sprinkler lines and supply

air diffuser will require relocation to accommodate the new hood location.

- 31. Existing sink location to remain.
- 32. Extend and reconnect 300mm Stainless steel exhaust air ducts to new location. Offset ductwork below the beam in the bulkhead.
- 33. Relocate existing plumbing piping serving the fume hood.
- 34. Extend and reconnect plumbing piping serving fume hood to new fume hood location (12mm diameter copper vacuum, compressed air and domestic water lines, 12mm diameter black steel natural gas line and 50mm diameter PVDF acid resistant sanitary drain line).
- 35. Relocate existing sprinkler head to avoid conflict with new location of supply air diffuser.
- 36. Re-route existing sprinkler line to avoid conflict with new relocated fume hood.
- 37. Relocate two suspended direct light fixtures to make space available for relocation of two fume hoods.
- 38. Remove re-install(disconnect/reconnect) Wiring for duplex receptacles and re-install isolated ground, special purpose receptacles, hand-off-auto selector switch with green red and a pilot Light and audible alarm.
 - a. All services are completed with isolation valves to each lab.
 - b. Sanitary piping is acid resistant PVC type, Water, air and vacuum lines are all copper type. Natural gas line is steel Schedule 40 pipes.
 - c. Some cabinets and counter tops will be supplied by Northern.
 - d. Clean up work areas. Remove all garbage with disposal off site.

SW.3.4 REPORTING REQUIREMENTS

Contractor is to report, in writing, to Project Authority or representative any service issues or property damage caused by the contractor, within five (5) working days of occurrence.

Photos of damage with explanation of contractor's responsibilities are to be submitted as part of the report.

SW.3.4 SCHEDULE

Fume hood inspection and certification for operation for each fume hoods will need to be completed once the unit has been installed.

SW.4.0 NRCAN'S OBLIGATIONS

The NRCan Project Authority or representative will be available to respond to any contractor concerns and questions prior to work commencing and will be immediately available while work is conducted onsite during working hours (Monday to Friday, 0800H-1600H), except for Government of Canada statutory holidays. The NRCan Project Authority will also provide comments on reports within five (5) working days, if required.

SW.4.1 Reporting Requirements.

- Contractor is to report, in writing, to Project Authority or representative any service issues or property damage caused by the contractor, within five (5) working days of occurrence.
- Photos of damage with explanation of contractor's responsibilities are to be submitted as part of the report.

SW.4.2 Schedule

Fume hood inspection and certification for operation for each fume hoods will need to be completed once the unit has been installed.

SW.4.3 NRCan's Obligations

The NRCan Project Authority or representative will be available to respond to any contractor concerns and questions prior to work commencing and will be immediately available while work is conducted onsite during working hours (Monday to Friday, 0800H-1600H), except for Government of Canada statutory holidays. The NRCan Project Authority will also provide comments on reports within five (5) working days, if required.

ANNEX "B" BASIS OF PAYMENT

(Will be completed at contract award)



ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

- + - Coverement Couvernement		Contr	act Number / Numéro du contr	rat
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SE	CURITY REQUIREMEN	TS CHECK LIST (SRC	L)	
LISTE DE VÉRIFIC	ATION DES EXIGENCE	S RELATIVES À LA SE	ÉCURITÉ (LVERS)	
PART A - CONTRACT INFORMATION / PARTIE A -	INFORMATION CONTRAC	TUELLE		
Originating Government Department or Organization	Natural Resources Canada	2. Branch (NoFC	or Directorate / Direction géné	rale ou Direction
Ministère ou organisme gouvernemental d'origine				
3. a) Subcontract Number / Numéro du contrat de sou	is-traitance 3. b) Na	me and Address of Subcor	ntractor / Nom et adresse du se	ous-traitant
4. Brief Description of Work / Brève description du tra	vail			
Remove old fume hoods and reinstall new fume hoods and				
5. a) Will the supplier require access to Controlled Go	ods?			No Yes
Le fournisseur aura-t-il accès à des marchandise				Non Oui
5. b) Will the supplier require access to unclassified m	ilitary technical data subjec	t to the provisions of the Te	echnical Data Control	No Yes
Regulations?	-			✓ Non Oui
Le fournisseur aura-t-il accès à des données tec	hniques militaires non class	ifiées qui sont assujetties a	ux dispositions du Règlement	
sur le contrôle des données techniques? 8. Indicate the type of access required / Indiquer le ty	no d'accès requis			
	· · · · · · · · · · · · · · · · · · ·			
 a) Will the supplier and its employees require acce: Le fournisseur ainsi que les employés auront-ils 				✓ No Yes Oui
(Specify the level of access using the chart in Qu		s ou a des biens PROTEG	ES evou CLASSIFIES?	L Non L Ou
(Préciser le niveau d'accès en utilisant le tableau	ı qui se trouve à la question			
6. b) Will the supplier and its employees (e.g. cleaner		equire access to restricted	access areas? No access to	No Yes
PROTECTED and/or CLASSIFIED information of				☐ Non ☐ Oui
Le fournisseur et ses employés (p. ex. nettoyeur à des renseignements ou à des biens PROTÉGI			d acces restreintes? L acces	
c) Is this a commercial courier or delivery requirem	ent with no overnight storag	e?		✓ No Yes
S'agit-il d'un contrat de messagerie ou de livrais				Non Oui
7. a) Indicate the type of information that the supplier	will be required to access / I	ndiquer le type d'information	on auguel le fournisseur devra	avoir accès
Canada	NATO / OTAN		Foreign / Étranger	
			Foreign / Edanger	
7. b) Release restrictions / Restrictions relatives à la c	All NATO countries		No release restrictions	
Aucune restriction relative	Tous les pays de l'OTAN		Aucune restriction relative	
à la diffusion			à la diffusion	
l				
Not releasable À ne pas diffuser				
A fie pas diliuser				
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Pré	ciser le(s) pays :	Specify country(ies): / Précis	ser le(s) pays :
			' ' ' ' '	
7. c) Level of information / Niveau d'information			l	
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉ A	NATO NON CLASSIFIÉ		PROTÉGÉ A	
PROTECTED B	NATO RESTRICTED		PROTECTED B	
PROTÉGÉ B	NATO DIFFUSION REST	REINTE L	PROTÉGÉ B	
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C	
PROTÉGÉ C	NATO CONFIDENTIEL		PROTÉGÉ C	
CONFIDENTIAL	NATO SECRET		CONFIDENTIAL	
CONFIDENTIEL	NATO SECRET		CONFIDENTIEL	⊢
SECRET SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET		SECRET SECRET	
TOP SECRET	SSOMIC TRES SECRET		TOP SECRET	
TRÈS SECRET			TRÈS SECRET	
TOP SECRET (SIGINT)			TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)			TRÈS SECRET (SIGINT)	
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	tinued) / PARTIE A (suite) plier require access to PROTECTED ar	udior CLASSIEIED COMSEC	oformation or accosts?		No Ver					
	eur aura-t-il accès à des renseignement			u CLASSIFIÉS?	✓ No Yes Oui					
If Yes, indic	ate the level of sensitivity:									
	native, indiquer le niveau de sensibilité : plier require access to extremely sensit		reate?		✓ No Yes					
Le fournisse	eur aura-t-il accès à des renseignement	s ou à des biens INFOSEC de	nature extrêmement dél	licate?	Non Oui					
Chart Title/s) of contraint / Titos (a) abolicity discount	facat .								
	s) of material / Titre(s) abrégé(s) du mat Number / Numéro du document :	enei:								
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)										
10. a) Personn	el security screening level required / Ni	veau de contrôle de la sécurit	du personnel requis							
✓	RELIABILITY STATUS	CONFIDENTIAL	SECRET		TOP SECRET					
🔻	COTE DE FIABILITÉ	CONFIDENTIEL	SECRET		TRÈS SECRET					
	TOP SECRET- SIGINT	NATO CONFIDENTIAL	NATO SECRET		COSMIC TOP SECRET					
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	SITE ACCESS									
	ACCÈS AUX EMPLACEMENTS									
	Special comments:									
	Commentaires spéciaux :									
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	NOTE: If multiple levels of screening a REMARQUE: Si plusieurs niveaux de				ité doit être fourni.					
	screened personnel be used for portions	of the work?	•		/ No Yes					
	onnel sans autorisation sécuritaire peut	-il se voir confier des parties d	u travail?		V Non ☐ Oui					
	vill unscreened personnel be escorted? offirmative, le personnel en question ser	autuil escorté?			✓ No Yes Non Oui					
Dansia	militative, le personnel en question ser	a-t-ii escorte :			ivaiicui					
	EGUARDS (SUPPLIER) / PARTIE C -		(FOURNISSEUR)							
INFORMATI	ON/ASSETS / RENSEIGNEMENT	S / BIENS								
11 a) Will the	supplier be required to receive and stor	e PROTECTED and/or CLAS	SIFIED information or as	sets on its site o	No TYes					
premise					V Non ☐ Oui					
	isseur sera-t-il tenu de recevoir et d'ent	reposer sur place des renseig	nements ou des biens P	ROTÉGÉS et/ou						
CLASSI	FIES?									
	supplier be required to safeguard COM				✓ No Yes					
Le fourr	isseur sera-t-il tenu de protéger des rer	nseignements ou des biens C	OMSEC?		V Non □ Oui					
PRODUCTIO	ON									
11. c) Will the p	production (manufacture, and/or repair an	d/or modification) of PROTECT	ED and/or CLASSIFIED r	naterial or equipn	nent / No Yes					
	the supplier's site or premises?			-	Non LOui					
	allations du fournisseur serviront-elles à la ASSIFIÉ?	a production (tabrication evou re	paration evou modificatio	n) de materiei Pr	ROTEGE					
INFORMATIO	ON TECHNOLOGY (IT) MEDIA / SUF	PORT RELATIF À LA TECHN	OLOGIE DE L'INFORMA	TION (TI)						
	11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED Yes									
information or data? Le foumisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des										
	nements ou des données PROTÉGÉS et		and, produite ou stocker	a.cocomquement						
	11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence No Ses									
	ra-t-on d'un lien electronique entre le sys ementale?	ierne iniormauque du fournisse	ur et cerui du ministerê ou	ue i agence	NonOui					
-										
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Information / Assets Renseignements / Biens Production																
IT Media / Support Ti			Н								\vdash					
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12. a) Is the descripti La description If Yes, classifi Dans l'affirma de sécurité »	du t y thi itive au h	rava is fo , cla naut	orm t assif	é par la prése by annotating ier le présent u bas du forn	nte LVER the top a formulai nulaire.	S est-elle and botto re en ind	de nature Pf m in the are iquant le niv	ROTÉGÉE et/ a entitled "So reau de sécur	ou CLAS	lassificati			Clas		✓ No Non	Ye Ou

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces

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APPENDIX "1" - EVALUATION CRITERIA

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan's assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

1. Technical Criteria

1.1 Mandatory Evaluation Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Criterion ID	Mandatory Criteria	Proposal Page #	Met/ Not Met
M1	The Bidder MUST be a registered Construction General Contractor with Alberta Construction Association (ACA) and Canadian Construction Association (CCA). Provide the name of the proposed Project Lead (PL). PL is required to have 5 years minimum experience in managing construction projects. The bidder MUST provide the résumé, which demonstrates the required experience of the Project Lead resource proposed.		
M2	The Bidder MUST provide a copy of their construction insurance policy. Liability of wrong doing which could cause damage to NRCan property, personnel or delay to NRCan program delivery.		

Criterion ID	Mandatory Criteria	Proposal Page #	Met/ Not Met
M3	The Bidder MUST provide descriptions of 3 completed projects, within the last 10 years, that are the same as the scope for this project, science research facility, laboratory equipment installation with the demolition and removal of an existing older unit. In order to demonstrate that their company possesses the required experience, the bidder should provide the following information: 1. Project Name 2. Project Summary, include description of any challenges that needed to be overcome, resolution and outcome. 3. Project Start and Completion Dates 4. Contact Name and Contact Information (references*) Note: If the information provided is deemed insufficient for fulfilling project requirements in terms of the above-mentioned criteria, the bid will be considered non-responsive.		
	* References may be contacted to confirm the information provided.		
М4	The Bidder MUST provide a detailed work plan for fulfilling the mandate, specifically describing the work to be done to meet the requirements, and a full description of how all deliverables described in the Statement of Work will be met.		

1.2 Evaluation of rated criteria

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria.

Proposals must achieve the stated minimum points required overall for the rated criteria to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.

Proposals will be evaluated based on the following criteria:

Criterion ID	Point Rated Technical Criteria	Maximum Points	Proposal Page #
R1	Points will be awarded for demonstrating that the bidder has current registration with ACA and the CCA (experience shown by providing a certificate). (3 points) Points with be awarded for the experience of the Project Lead in commercial/industrial construction project management. • 2 points for the 5 years of mandatory experience • 1 point per any additional year to a maximum of 3 years (5 points)	Up to 8 points	
R2	Points will be awarded for providing construction insurance policy that covers wrongful loss (80% of replacement costs or greater) (5 points).	Up to 5 points	



R3	Points will be awarded for experience demonstrating 3 projects achievements that meet the following requirements for a maximum of 5 possible points per project. Commercial, industrial or research facility: 1 point Project lists laboratory equipment removal with new installation: 2 points Project completed after January 1, 2015: 2 points	Up to 15 points
R4	 Project completed after January 1, 2015: 2 points Points will be awarded for experience demonstrating understanding of all the requirements below: 1. current industry context: up to 5 points; 2. project goals and scope: up to 5 points; 3. feasibility of project: up to 5 points; and 4. potential challenges: up to 5 points. 	Up to 25 points
R5	Diversity and Inclusion The Bidders should demonstrate the following corporate activities they have implemented to promote anti-racism and diversity within their organisation: a. The bidder has internally published policies or commitments on anti-racism and inclusiveness b. The bidder has publicly available organisational commitments to a diverse workforce c. The bidder's employees are mandated to take mandatory training on anti-racism d. The bidder's employees are mandated to take unconscious bias training e. The bidder has developed internal staffing and/or recruitment strategy(ies) to increase representation of underrepresented groups in their workforce. The bidder should provide details of the following activities. For activities described in a. and b. (Policy and commitments), the bidder should provide copies of policy or commitment documents including their effective date. For activities described in c. and d. (training), the bidder should provide the name of the course and the service provider; if developed internally, a copy of the course outline. For activities described in e. (staffing), the bidder should provide copies of job posting, or other staffing/recruitment documents demonstrating compliance with the rated criteria.	1 points for each activity. 0 pts = the bidder does not address. 0.5 pts = The bidder has provided information on the existence of the activity but does not provide sufficient detail or supporting documents. 1 pt =The bidder has fully described the activity and provided supporting documents as evidence.
	Total points	58
	Total Points Needed to be Considered Compliant (60%)	35

APPENDIX "1" - FINANCIAL BID PRESENTATION SHEET

1. Firm Price - Milestone Payments

Bidder tendered all-inclusive firm price to perform the work is in Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

The bidder must complete the schedule below indicating the firm proposed amounts for each step according to the indicated percentages:

Milestone #	Tilestone # Description of Milestone				
1	Completion of Fume Hood #1 in room M115	\$			
2	Completion of Fume Hood #2 in room M115	\$			
3	Completion of Fume Hood in room M108	\$			
4	Completion of Fume Hood in room M107	\$			
	Total Firm Price for Financial Proposal Evaluation:	\$			