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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 and the Basis of Payment.

1.2 Summary

By means of this RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders for modifying a pilot scale reactor to demonstrate pressurized chemical looping, a carbon capture technology for small and medium industry. This work requires modification of an existing TSSA-registered pressure vessel to house the reactor. The required modifications have been designed, drawn and stamped by a licensed professional engineer in the province of Ontario. A Contractor is being sought to perform the modifications as per the drawing, pressure test the modified vessel, and update the TSSA registration. Vessel priming and painting are out of scope for this work.

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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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 [2003](#) Standard Instructions (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: [tps-gc.pareceptiondessaoumissions-apbidReceiving.pwgsc@tps-gc.pwgsc.gc.ca](mailto:tpsgc.pareceptiondessaoumissions-apbidReceiving.pwgsc@tps-gc.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 [2003](#), 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-provisionnement@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-5000074393 – Welding Services - Pressure Vessel Modifications](#)

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 [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:



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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 10 calendar 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 [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) 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. 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
- Section III: Certifications

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 [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<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.)

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 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 Financial Bid Presentation Sheet in Appendix 2.

3.1.1 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

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

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

5.1.2 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 as 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 within 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 a real property agreement of the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

- 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 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Education and Experience



5.2.3 Education and Experience

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

5.2.3.3 Former Public servant

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

SIGNATURE for CERTIFICATION

The Contractor certifies having read and understood the information included in the present document and acknowledges receipt.

Name

Date

Signature of Authorized Representative



PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this procurement.



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 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2010C (2022-12-01), General Conditions - Medium 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)]

7.3 Security Requirements

There is no security requirement applicable to 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 March 31, 2024 inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jason Mulligan
Title: Procurement Specialist
Natural Resources Canada
Procurement Services Unit
580 Booth Street, Ottawa, Ontario K1A 0E4
Telephone: 343-553-8975
E-mail address: Jason.Mulligan@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

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.

7.5.3 Contractor's Representative

Name: _____ (to be filled out at contract award)
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 [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) 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 \$ _____ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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

7.7.2 Method of Payment - Single Payment

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

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

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.

7.10 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;
- (c) the general conditions [2010C](#) (2022-12-01), General Conditions - Medium Complexity – Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (i) the Contractor's bid dated _____,

7.12 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2001C](#) (2006-06-16) 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

Pressure Vessel Modifications

SW1. BACKGROUND

Natural Resources Canada (NRCan) is constructing a pilot scale reactor to demonstrate pressurized chemical looping, a carbon capture technology for small and medium industry. This work requires modification of an existing Technical Standards Safety Authority (TSSA) registered pressure vessel to house the reactor. The required modifications have been designed, drawn and stamped by a licensed professional engineer in the province of Ontario. The contractor will perform the modifications as per the drawing, pressure test the modified vessel, and update the TSSA registration. Vessel priming and painting are out of scope for this work.

SW2. TERMINOLOGY

TSSA: Technical Standards Safety Authority

MAWP: Maximum allowable working pressure

MDMT: Minimum design metal temperature

CRN: Canadian registration number

Pressure vessel: The pressure vessel includes all components outlined in drawing '19133-000 R2', including 5 main body spools, top blind flange assembly, bottom blind flange assembly and bolting hardware for the six (6) 50" flanges (192 studs and 384 hex nuts).

Hydrotest kit: The hydrotest kit includes blind flanges, bolting hardware (studs, bolts and hex nuts) and gaskets for all thirty-two (32) nozzles on the pressure vessel required to complete the hydrotest.

Work: The work is defined as the grouping of all the tasks listed in section 5.

SW3. CONTRACTOR REQUIREMENTS

The Contractor must communicate with the Client in English

SW4. DESCRIPTION OF DOCUMENTS

The following drawings will be provided by the Client.

- 19133-000 R2.pdf: Stamped fabrication drawing detailing all modifications (other than refractory anchors) to be made to the vessel
- Drawings detailing refractory anchors to be installed by Contractor (henceforth referred to as "Refractory Anchor Drawing Package"):
 - o H295533-0100-240-250-1002-001.pdf
 - o H295533-0100-240-250-1002-001.pdf
 - o H295533-0100-240-260-1001-001.pdf
 - o H295533-0100-240-260-1001-002.pdf
 - o H295533-0100-240-260-1001-003.pdf
 - o H295533-0100-240-260-1002-001.pdf
 - o H295533-0100-240-260-1002-002.pdf
 - o H295533-0100-240-260-1003-001.pdf
 - o H295533-0100-240-260-1004-001.pdf
 - o H295533-0100-240-260-1005-001.pdf
 - o H295533-0100-240-260-1006-001.pdf
 - o H295533-0100-240-260-1007-001.pdf
 - o H295533-0100-240-260-1008-001.pdf



- o H295533-0100-240-260-1009-001.pdf
- o H295533-0100-240-260-1010-001.pdf
- o H295533-0100-240-260-1011-001.pdf

The following documents will be provided by the Client to the contractor to support the requirements for TSSA registration:

- Stamped American Society of Mechanical Engineers (ASME) Section VIII Division 1 calculations for modified vessel
- Finite element analysis report for spool 2 support and burner load
- 22498-1-1 General Assembly Drawing.pdf: Original vessel drawing (pre-modifications)

SW5. TASKS

The Contractor must complete all the below tasks:

1. The Contractor will procure all materials required for completion of the pressure vessel modifications detailed in drawing '19133-000 R2' and installation of the refractory anchors specified in the Refractory Anchor Drawing Package. The cost of these items shall be included with the Contractor's bid.
2. The Contractor will complete the pressure vessel modifications as specified in drawing '19133-000 R2', including fabrication of the new spool (spool 5).
3. The Contractor will install refractory anchors on vessel inner walls, top and bottom blind flange assemblies as per the Refractory Anchor Drawing Package.
4. The Contractor will complete all inspections of the pressure vessel as detailed in drawing '19133- 000 R2', and as required to ascertain quality of the product.
5. The Contractor will hydrotest the pressure vessel at the conditions specified on drawing '19133-000 R2', using a procedure suitable for obtaining updated vessel registration with the TSSA.
6. The Contractor will update the registration of the pressure vessel with TSSA, which includes but is not limited to completion of relevant tests and inspections, submission of paperwork and payment of fees.
7. The Contractor will remove the outdated vessel nameplate.
8. The Contractor will procure and affix a new nameplate for the vessel, reflecting the updated MAWP, MDMT and CRN. International System of Units (SI) units will be used on the nameplate.
9. The Contractor will prepare the pressure vessel for shipping after completion of the work. This must include installing flange covers (plywood or equivalent) on all flanges to prevent damage to the sealing surfaces and providing for covering to protect the pressure vessel from weather if shipped on an open trailer.

SW6. SCOPE OF SUPPLY

The Contractor must supply the following:

1. All materials required for completion of the work, including the refractory anchors.
2. All consumables required for completion of the work.
3. Shipping services for the pressure vessel from Natural Resources Canada at 1 Haanel Drive, Ottawa, Ontario K1A 1M1 to the Contractor's place of business upon initiation of the work. The approximate weight of the vessel is 16,500 kg. Dimensions can be found in the drawings.
4. Shipping services for the pressure vessel from the Contractor's place of business to Team Group at 110 Commerce Dr, Johnstown, Ontario K0E 1T1 upon completion of the work.
5. Shipping services for transport of the hydrotest kit from the contractor's place of business to the client site upon completion of the work.

The client will supply the following:

1. Unmodified pressure vessel.



2. Hydrotest kit, including shipping to the Contractor's place of business.
3. Six (6) 50" spiral wound gaskets to facilitate the hydrotest, including shipping to the Contractor's place of business.

SW7. DELIVERABLES

The contractor must supply all of the following deliverables:

1. Pressure vessel, with all modifications completed.
2. One paper copy and one electronic copy (PDF) of all pressure vessel inspection reports as per the Tasks in Section 5.
3. One paper copy and one electronic copy (PDF) of all material test reports (MTR) for all materials used in the completion of the work, excluding any consumables.
4. One paper and one electronic copy (PDF) of the hydrotest procedure used for Task 6 in Section 5.
5. One paper and one electronic copy (PDF) of the hydrotest report from Task 6 in Section 5.
6. One paper and one electronic copy (PDF) of all TSSA registration documents from Task 7 in Section 5.
7. Hydrotest kit supplied by the Client packaged and shipped to the client site.

SW8. SITE VISIT

The Contractor will allow the Client to make one (1) site visit to observe the pressure vessel prior to or during the hydrotest.

Natural Resources Canada is committed to making our department more inclusive for everyone and fostering an equitable workplace culture that values diversity and creates an environment that is welcoming and rewarding for all. We encourage the businesses that work with us to reflect these values. More information can be found at: <https://www.canada.ca/en/government/publicservice/wellness-inclusion-diversity-public-service/diversity-inclusion-public-service2.html>



ANNEX "B" - BASIS OF PAYMENT

(Will be completed at contract award)



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 provide a copy of their valid Certificate of Authorization for Repair and Alteration of Pressure Vessels issued by the Technical Standards and Safety Authority (TSSA).		
M2	<p>The Bidder must demonstrate that the resources who will be conducting the work are qualified to perform the following welding procedures:</p> <ul style="list-style-type: none"> -Carbon steel to carbon steel (P-1 to P-1) -Carbon steel to stainless steel (P-1 to P-8) -Stainless steel to stainless steel (P-8 to P-8) <p>The Bidder must provide the name of each resource that is being proposed to do the required work.</p> <p>The Bidder must provide a copy of each proposed resource's proof of welding certification issued by the Technical Standards and Safety Authority (TSSA) or the Canadian Welding Bureau (CWB)</p>		



Criterion ID	Mandatory Criteria	Proposal Page #	Met/ Not Met
M3	<p>The Bidder must demonstrate a minimum of 5 years of experience obtained within the 10 years prior to bid closing in the repair and alteration of pressure vessels.</p> <p>The Bidder should demonstrate this experience by providing project descriptions. The following should be included for each project:</p> <ul style="list-style-type: none">- Brief description (scope/tasks);- Duration: it is recommended to include "month & year" when describing the duration of the activities/projects (ex.: from April 2017 to October 2018);- Client Name;- Client contact name and email address		



APPENDIX 2 - FINANCIAL BID PRESENTATION SHEET

Firm Price Contract

Bidders must tender an all-inclusive firm price to perform the work in Canadian funds excluding Applicable Taxes. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

Task	Description	Firm Price (Applicable Taxes Excluded)
1	Modifications to Pressurized Vessel	\$ _____
2	Hydrotesting and Inspections	\$ _____
3	Shipping from 1 Haanel Drive, Ottawa, Ontario K1A 0E4 to Contractor's location and return shipping to Team Group at 110 Commerce Dr, Johnstown, Ontario K0E 1T1	\$ _____
4	TSSA Registration	\$ _____
Total Firm Price for Financial Proposal Evaluation (excluding Applicable Taxes):		\$ _____