RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À :

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

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITIONS

Proposal To: National Research Council Canada

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition au : Conseil national de recherches Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

Instructions : See Herein

Instructions: Voir aux présentes Comments - Commentaires

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

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

Title – Sujet Instruments for measuring and rec	ording temperature and CO2
Solicitation No. – N° de l'invitation 23-58062	Date August 14, 2023
Solicitation Closes – L'invitation prend fin	Time Zone Fuseau horaire
at – à 02 :00 PM on – le September 8, 2023	<u>EDT</u>
F.O.B F.A.B. Plant-Usine: □ Destination: □ Ot Address Inquiries to : - Adresser toutes	
Stéphane Lajoie, <u>stephane.lajoie</u>	
Destination – of Goods, Services, and C Destination – des biens, services et con	
National Research Council Canada 1200 Montreal Road, Bldg. M-24 Ottawa, Ontario K1A 0R6 Canada	a
Vendor/firm Name and address Raison sociale et adresse du fournisseu	ır/de l'entrepreneur
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized (type or print)- Nom et titre de la personne autorisée à l'entrepreneur (taper ou écrire en caract	signer au nom du fournisseur/de
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Specification Requirements

To provide 100 Instruments for measuring and recording temperature and CO2 in accordance with the detailed Specification Requirements attached as Annex "A".

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

You are invited to submit one electronic Technical Proposal and one electronic Financial Proposal in two separate attachments to fulfil the following requirement forming part of this Request for Proposal. One attachment must be clearly marked 'Technical Proposal' and the other attachment must be marked 'Financial Proposal'. All financial information must be fully contained in the Financial Proposal, and only in the Financial Proposal. Vendors who provide financial information in the technical proposal will be disqualified. All proposals should include the front page of this RFP duly completed.

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

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

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

2.1.1 It is the Bidder's responsibility to:

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

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

- Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. 2.1.2 In the case of error in the extension of prices, the unit price will govern. NRC may enter into contract without negotiation.
- 2.1.3 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the terms and conditions of the resulting contract.
- 2.1.4 Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by NRC in such bid solicitation.
- While NRC may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.
- Notwithstanding the bid validity period stipulated in this solicitation. Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.
- If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.
- If the extension referred to above is not accepted, in writing, by all those who submitted 2.1.8 responsive bids then Canada shall, at its sole discretion: either continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or cancel the solicitation; or cancel and reissue the solicitation.

2.2 Late Bids

All risks and consequences of incorrect delivery of electronic bids are the responsibility of the Bidder. The National Research Council Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before. Electronic bids received after the indicated closing time based on NRC servers' received time will be irrevocably rejected. Bidders are urged to send their proposal in sufficient time, in advance of the closing time to reduce any technical issues. The National Research Council Canada will not be held responsible for bids sent before closing time but received by the NRC servers after the closing time.

2.3 Submission of Bids

Technical and Financial Proposals must be received electronically no later than 02:00 PM EDT (NRC's Server Time), September 8, 2023 to the following NRC email address:

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

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

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

All submitted proposals become the property NRC.



2.4 Former Public Servant

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the <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</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances 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. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

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

2.5 Enquiries - Bid Solicitation

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

Contracting Authority, Procurement Services National Research Council Canada Stéphane Lajoie - stephane.lajoie@nrc-cnrc.gc.ca

For open public tender

To ensure the equality of information among Bidders, responses to general enquiries will be made available to all bidders unless such publications would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available through the Open Bidding System (OBS) to all bidders.

Bidders who attempt to obtain information regarding any aspect of this RFP during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).

It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFP.

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

2.6 Applicable Laws

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

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

2.7 Bid Challenge and Recourse Mechanisms

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

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid Section II: Financial Bid

Section III: Certifications and Additional Information

There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation. A contract will not necessarily be issued as a result of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.

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

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

Canada is committed to greening its supply chain. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the <u>Policy on Green Procurement</u> (https://www.tbs-sct.canada.ca/pol/doceng.aspx?id=32573),for this solicitation:

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

- Bidders are requested to provide all correspondence including (but not limited to)
 documents, reports and invoices in electronic format unless otherwise specified by the
 Contracting Authority or Project Authority, thereby reducing printed material.
- Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- Product components used in performing the services should be recyclable and/or reusable, whenever possible.
- Bidders are encouraged to offer goods and/or services certified to a reputable eco-label.
- Bidders should use equipment that has high energy efficiency or produces low air emissions.
- Bidders are encouraged to offer environmentally preferred products which supports a sustainable environment for nature and wildlife.
- Bidders are encouraged to offer environmentally preferred products which ensure the comfort and air quality of building occupants.

Bidders are encouraged to consult the following websites: https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/index-eng.html

Section I: Technical Bid

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

Section II: Financial Bid

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

Section III: Certifications and Additional Information

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

3.1.1 Electronic Payment of Invoices - Bid

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

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

3.1.2 Exchange Rate Fluctuation

Bids will be evaluated in Canadian currency, therefore, for evaluation purposes, the exchange rate quoted by the Bank of Canada as being in effect on date of bid closing, shall be applied as the conversion factor for foreign currency. Prices quoted shall not be subject to, or conditional upon, fluctuations in commercial or other interest rates during either the evaluation or contract period.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

Lowest evaluated price

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

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <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 provided will render the bid non-responsive.

5.2.1 **Integrity Provisions – Required Documentation**

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

In addition to all other information required in the procurement process, the Bidder must provide the following:

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

SURNAME	GIVEN NAME(S)	TITLE

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 **Security Requirements**

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

To provide 100 Instruments for measuring and recording temperature and CO2 in accordance with the detailed Specification Requirements attached as Annex "A".

6.3 **General Conditions**

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

6.4 **Term of Contract**

Period of the Contract

The period of the Contract is from date of Contract to October 2, 2023 inclusive

6.4.2 Delivery Date



All the deliverables must be received on or before October 2, 2023.

6.4.3 **Delivery Points**

Delivery of the requirement will be made to delivery point specified below:

National Research Council (NRC) 1200 Montreal Rd. Bldg. M-24 Ottawa, Ontario K1A 0R6 Canada

Shipping Terms and Instructions - Free on Board Destination and Delivered At Place 6.4.4

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

Incoterms® 2010 "DAP Delivered At Place" 1200 Montreal Road, Bldg. M-24, Ottawa, Ontario K1A 0R6, Canada.

NRC Customs contacts for any Customs and Transportation Logistics enquiries:

- Daniel Frampton: (613) 993-9113 / daniel.frampton@nrc-cnrc.gc.ca
- Christian Latreille: (613) 993-2259 / christian.latreille@nrc-cnrc.gc.ca

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

6.4.5 **Packaging**

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

Authorities 6.5

6.5.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Stéphane Lajoie

Title: Senior Contracting Authority National Research Council Canada

Directorate: Finance Procurement Services

Address: 1200 Montreal Road, Ottawa, Ontario K1A 0R6, Canada

514-210-7395 Telephone:

E-mail address: stephane.lajoie@nrc-cnrc.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is: [to be inserted at contract award] Title: _____ Organization: _____ Address: ____ Telephone: E-mail address: The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Tehcnical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority. 6.5.3 Contractor's Representative [to be inserted at contract award] Name: _____ Title: _____ Address: Telephone: E-mail address: 6.6 **Proactive Disclosure of Contracts with Former Public Servants** By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada. 6.7 **Payment** 6.7.1 **Basis of Payment** The Contractor will be paid for costs reasonably and properly incurred in the performance of the work under this Contract in accordance with the following: In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a fixed price, as specified in Annex A for a cost of \$ _____ insert the amount at contract award). Customs duties are excluded and Applicable Taxes are extra. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work. 6.7.2 Limitation of Expenditure Unless otherwise authorized in writing by the National Research Council of Canada (NRC), NRC's financial liability to the Contractor under this Contract shall not exceed \$_____(insert the sum). Customs duties are excluded and Applicable Taxes are extra. The Contractor must not perform any work that would cause the total liability of NRC to exceed this limitation unless authorized in writing by the

Contracting Authority through a contract amendment. All work shall be done to the full satisfaction of the Technical Authority named herein before any payment shall become due to the Contractor.

6.7.3 Method of Payment

SACC Manual clause H1000C (2008-05-12), 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.

6.7.4 Electronic Payment of Invoices – Contract

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

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

6.8 Inspection and Acceptance

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

6.9 Invoicing Instructions

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

Invoices must be sent to: nrc.invoice-facture.cnrc@nrc-cnrc.gc.ca

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

6.10 Certifications and Additional Information

6.10.1 Compliance

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

6.11 Applicable Laws

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



6.12 **Priority of Documents**

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

- a) the Articles of Agreement:
- 2010A (2022-12-01), General Conditions Goods (Medium Complexity: b)
- c) ANNEX A Specification of Requirement;
- d) the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on _____" or ", as amended on _____" and insert date(s) of clarification(s) or amendment(s)).

6.13 **SACC Manual Clauses**

B1501C (2018-06-21) Electrical equipment

6.14 **Dispute Resolution**

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

6.15 **Non-Permanent Resident (Foreign Company)**

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

OR

6.15 Non-Permanent Resident (Canadian Company)

The Contractor is responsible for compliance with the immigration requirements applicable to nonpermanent residents entering Canada to work on a temporary basis in fulfilment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.16 **Government Smoking Policy**

Where the performance of the work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada which prohibits smoking on any government premises.

6.17 Access to Government Facilities/Equipment

Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Technical Authority named herein. There will be however, no day-to-day supervision of the Contractor's activities, nor control of the Contractor's hours of work by the Technical Authority.

The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.

ANNEX A

SPECIFICATION REQUIREMENTS

1.0 Object

The National Research Council of Canada (NRC) wants to deploy temperature and CO₂ measurement and logging devices in multiple large commercial buildings. This will allow for monitoring building thermal performance and measuring the building's envelope tightness.

To this end, NRC is pursuing the acquisition of 100 appropriate logging devices, which meet the needs of relevant research projects. This work consists of the supply and delivery of the system at the client's address and guidance on equipment use.

2.0 Constraints

The dimensions and weight of the logging device must be within the following dimensions:

Length: 10" Width: 6" Height: 6" Weight: 400g

3.0 Technical Specifications

The delivered logger must have the following specifications:

- 3.1. The logger must have integrated, replaceable batteries, with the option to power operations by outlet. The logger must have a minimum operational lifespan of 6 months on a maximum charge corresponding to 15-minute sampling intervals.
- 3.2. An integrated temperature sensor that is accurate to +- 1°C, operating at a range between 0°C to 50°C
- 3.3. An integrated NDIR CO₂ sensor that is accurate to +- 75 ppm, operating at a range between 500 ppm-3000 ppm when measured at sea level at 77°F (25°C).
- 3.4. An integrated relative humidity sensor accurate to +- 5% RH at an operating range between 15-40 °C
- 3.5. The logger must have an option to attach an external occupancy sensing module which uses an infrared sensor and logs readings to the memory of the logging unit
- 3.6. The logger must have an option to attach an external particulate matter (PM 2.5) sensing module capable of logging PM count and mass measurements at 5-minute intervals; with an acceptable error of $\pm 10 \mu g/m^3$ at 0-100 $\mu g/m^3$, and $\pm 10\%$ at 100-500 $\mu g/m^3$. The external sensor must have an operational range of -10 to 60 °C
- 3.7. Factory calibration on delivery, and autocalibration/manual calibration features that allow us to execute recalibration every 6 months

- 3.8. Logging interval support for every 5 minutes for temperature, CO2 and relative humidity measurements
- 3.9. Sufficient memory capacity to support the aforementioned logging requirements for a 6-month timespan (minimum 85,000 measurements)
- 3.10. The ability to store logged data in a Comma Separated Values (CSV) (or an otherwise equivalent tabular) format on the device
- 3.11. The ability to transfer the logged CSV files to a windows computer via a wired interface or a removable data storage card
- 3.12. A warranty lifespan of a minimum of 2 years
- 3.13. An expected device lifespan of 6 years
- 3.14. The device must be standalone and portable

4.0 Additional Deliverables:

- 4.1. Technical documentation: The devices must include a minimum of one installation, operation and troubleshooting manual in English or French upon delivery.
- 4.2. Technical support: The contractor must include a plan for technical support, troubleshooting and replacement for a period of 1 year from purchase, in the case that the devices encounter errors once deployed.

ANNEX B

EVALUATION CRITERIA

No.	Technical Specifications (reference to Annex A)	Proposal Reference	Met / Not met
3.2	The logger must have an integrated temperature sensor that is accurate to +- 1°C, operating at a range between 0°C to 50°C		
3.3	The logger must have an integrated NDIR CO ₂ sensor that is accurate to +- 75 ppm, operating at a range between 500 ppm-3000 ppm when measured at sea level at 77°F (25°C).		
3.4	The logger must have an integrated relative humidity sensor accurate to +- 5% RH at an operating range between 15-40 °C		
3.5	The logger must have an option to attach an external occupancy sensing module which uses an infrared sensor and logs readings to the memory of the logging unit		
3.6	The logger must have an option to attach an external particulate matter (PM 2.5) sensing module capable of logging PM count and mass measurements at 5-minute intervals; with an acceptable error of $\pm 10 \mu g/m^3$ at 0-100 $\mu g/m^3$, and $\pm 10\%$ at 100-500 $\mu g/m^3$. The external sensor must have an operational range of -10 to 60 °C		
3.7	The Contractor must provide factory calibration on delivery, and autocalibration/manual calibration features that allow us to execute recalibration every 6 months		
3.8	The logger must have logging interval support for every 5 minutes for temperature, CO2 and relative humidity measurements		
3.9	The logger must have sufficient memory capacity to support the aforementioned logging requirements for a 6-month timespan		
3.10	The logger must have the ability to store logged data in a CSV (or an otherwise equivalent tabular) format on the device		
3.11	The logger must have the ability to transfer the logged CSV files to a windows computer via a wired interface or a removable data storage card		
3.12	A logger must have a warranty lifespan of a minimum of 2 years		
3.14	The logger must be a standalone and portable		

ANNEX C

FINANCIAL PROPOSAL

The Bidder must provide all of the pricing requested in the following Table in accordance with Article (6.7.1) - Basis of Payment.

Base System

Item	Item Description	Quantity	Unit of issue	Fixed Unit Price	Total Fixed Price
1	Temperature and CO ₂ Logger Offered system:	100	Each	\$	\$
2 Shipping cost					\$
Total Evaluated Price (CAD)				(Sum of items 1 and 2)	

Applicable taxes are extra