



Return Bids to :

Retourner Les Soumissions à :

*Natural Resources Canada - Ressources naturelles Canada
Bid Receiving Unit - Mailroom
Unité de réception des soumissions, Salle du courrier
588 rue Booth Street
Ottawa, Ontario
K1A 0E4*

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

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of Supply Arrangement No. . Only suppliers who are pre-qualified and have been issued a supply arrangement at the time this bid solicitation is issued are eligible to bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement numéro . Seuls les fournisseurs qui sont pré-qualifiés et auxquels un arrangement en matière d'approvisionnement a été émis au moment où cette demande de soumissions est émise peuvent présenter une soumission.

Comments - Commentaires

Issuing Office - Bureau de distribution

*Finance and Procurement Management Branch
Natural Resources Canada
580 Booth Street, 5th Floor
Ottawa, Ontario
K1A 0E4*

Title - Sujet Welding and piping installation services	
Solicitation No. - No de l'invitation NRCan-5000020322	Date 13 January 2016
Client Reference No. - N° de reference du client 130065	
Requisition Reference No. - N° de la demande 130065	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM EST on - le 01 February 2016	
Address Enquiries to: - Adresse toutes questions à: Serge Tshimanga	Buyer ID - Id de l'acheteur ABH
Telephone No. - No de telephone (343) 292-8374	Fax No. - No. de Fax (613) 997-5477
If marked "X" please see the box to the left <input checked="" type="checkbox"/> Acknowledgement copy required S'il ya un "X" ici, s.v.p. voir la boîte à la gauche Accusé de réception requis	
Destination - of Goods, Services and Construction: Destination - des biens, services et construction:	
Security - Sécurité	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No.: - No. de téléphone: Facsimile No.: - No. de télécopieur:	
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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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: includes the certifications 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, and the Federal Contractors Program for Employment Equity - Certification and any other annexes.

1.2 Summary

By means of the RFP, NRCan is seeking proposals from bidders for the provision for a welding and piping installation services for installation of pilot facility at Building 4 of the Natural Resources Canada's Bells Corners complex, Ottawa Ontario on an as and when requested basis.

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

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 - Goods or Services - Competitive Requirements (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- In the complete text content (except Section 3) **Delete:** "Public Works and Government Services Canada" and **Insert:** "Natural Resources Canada." **Delete:** "PWGSC" and **Insert:** "NRCan"
- **Section 2:** **Delete:** "Suppliers are required to" and **Insert:** "It is suggested that suppliers"
- **Subsection 1 of Section 8:**
Delete: Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation
Insert: Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations is the facsimile number identified in the bid solicitation.
- **Under Subsection 2 of Section 20:** Not applicable
- Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:
Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

It is the Bidders responsibility to ensure that proposals are delivered to the following location, by the time and date indicated on page 1 of this RFP document:

Natural Resources Canada
Bid Receiving Unit - Mailroom
588 Booth Street, Room 108
Ottawa, Ontario K1A 0Y7
Attention: **Serge Tshimanga**

It is requested that the Bidder's name, return address, Request for Proposal Number, and Bid Closing Date appear legibly on the outside of the envelope containing the Bidder's proposal. Failure to do so may result in bids being misdirected. **NRCan will not assume responsibility for proposals directed to any other location.**

The onus is on the Bidder to ensure that the proposal is delivered to the location above. Not complying with the above 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.

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



2.3 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.

2.4 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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Bid submission options:

HARD COPY:

In support of the Policy on Green Procurement, it is requested that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid - 4 copies (1 original, 3 copies)

Section II: Financial Bid - 1 copy, **under separate cover**. Prices related to the current solicitation must appear in the financial bid only and are not to be indicated in any other section of the bid; prices referenced in the financial bid should not to be repeated in any other section of the bid.

Section III: Certifications and page 1 of the RFP completed - 1 copy

Natural Resources Canada encourages the use of recycled paper and **two-sided printing**. Reduction in the size of documents will contribute to Natural Resources Canada's sustainable development initiatives and reduce waste.

Format of Bid: Canada requests that bidders follow the format instructions described below in the preparation of their bid :

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation;
- iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- iv. Include a table of contents.

Canada's Policy on Green Procurement: The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process See the [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

OR:

ELECTRONIC STORAGE MEDIA:

Since NRCan is working towards a greener environment by eliminating all hard copy file folders, we prefer to have all bids on a CD/DVD or USB. If you wish to submit in this format, please provide the following:

File I: Technical Bid and page 1 of the RFP completed;

File II: Financial Bid - Prices related to the current solicitation must appear in the financial bid only and are not



to be indicated in any other file of the bid; prices referenced in the financial bid should not to be repeated in any other file of the bid.

File III: Certifications

No payment shall be made for costs incurred by the Bidder in the preparation and submission of a proposal in response to this RFP.

All fees, associated with the transfer of data or of all documents as may be required by NRCan as part of the solicitation process, are the responsibility of the Bidder. No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

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.

Page 1 of the RFP Document

It is mandatory that all bidders sign their submitted proposal. It is requested that all bidders complete, sign and date Page 1 of this RFP (including the name of the submitting organization, the name of the authorized signing person, appropriate addresses, telephone and facsimile numbers and business contact) prior to submitting their proposal. As the signature indicates a clear acceptance of the terms and conditions set out in the RFP, it is the Bidder's responsibility to ensure that the signatory has the authority within its organization to commit the Bidder by making such a contractual offer.

As per article 1 of Part 2, the Bidder hereby agrees, by submitting his/her proposal in response to this RFP, to all the instructions, terms, conditions and clauses detailed herein.

Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below in Annex "B". The total amount of Applicable Taxes must be shown separately.

Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory Technical Criteria

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	<p>The Bidder's proposed two (2) resources MUST each meet the qualifications stated below:</p> <ul style="list-style-type: none">a. Current, valid TSSA Certificate of Authorization for the Construction of Piping Systems in Accordance with ASME B31.1, B31.3 and meeting the requirements of CSA B51 Latest Edition.b. Current, valid welding registration for high pressure stainless steel welding in the province of Ontario (ASTM A312).c. Current, valid welding registration for high pressure nickel-chromium-iron alloy welding in the province of Ontario (ASTM B167).d. Current, valid TSSA Certificate of Authorization for Repair & Alterations of Pressure Vessels in accordance with CSA Standard B51, Boiler, Pressure Vessel and Pressure Piping Code.e. Current, valid TSSA Certificate of Authorization for the installation of heating fuels (i.e. natural gas, heating oil).f. All TSSA licenses and certifications listed above are for the location indicated in M3. <p>Resources names and copies of the certificate and/or license must be provided.</p>		
M2	<p>Bidder MUST certify that they are able to respond to a work request within two (2) working days and begin work within five (5) working days for "emergency" situation.</p>		
M3	<p>Bidders' fabrication facility MUST be located within a maximum distance of 125 kilometers from the boundary of the City of Ottawa.</p> <p>Facility address to be provided. NRCan reserve the right to validate the distance using online tools (i.e. MapQuest, google maps etc.)</p>		



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 average per diem rate will be recommended for award of a contract.



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

Certifications Precedent to Bid Closing

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1. Federal Contractors Program - Certification

Federal Contractors Program for Employment Equity - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the [FCP](#) is available on the HRSDC Web site.



Signature of Authorized Company Official

Date

2. Former Public Servant Certification

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

"Former public servant" means a 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 and includes:

- (a) An individual;
- (b) An individual who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) 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 Public Service.

"pension" means, in the context of the fee abatement formula, 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 (FPS) in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

- (a) Name of former public servant;
- (b) Date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?
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: _____
Number of weeks: _____
(g) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

Contract Number: _____

Contract Value: _____

3. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Signature of Authorized Company Official

Date

4. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Signature of Authorized Company Official

Date

5. Contractual Capacity and Joint Venture Contractual Capacity

The Bidder shall have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business.



Joint Venture - a joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e., formed through a contractual agreement between the parties. The following information should be provided with the proposal: type of joint venture (incorporated or contractual), the names and addresses of the members of the joint venture.

If a Contract is awarded to a contractual joint venture all members of the joint venture shall be jointly and severally or solidarily liable for the performance of the contract.

6. Aboriginal Designation

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

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.

This is to confirm:

- ☐ Our Company is an Aboriginal Firm, as identified above
- ☐ Our Company is NOT an Aboriginal Firm

Signature of Authorized Company Official

Date

7. Rate or Price Certification

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature of Authorized Company Official

Date



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

Security Requirements

Not applicable.



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 Requirement

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

7.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process

Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex C.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and method(s) of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within two (2) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 5 % of the Maximum Contract Value on the date the contract is first issued.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

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

[2035](#) (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

As 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 this contract:

Dispute Resolution

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

Values and Ethics Code

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to,



the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference. http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp

Closure of Government Offices

Contractor employees are personnel of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this contract and the said premises become non-accessible due to evacuation or closure of government offices and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of the closure.

7.3 Security Requirements

There is no security requirement applicable to this Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from 01 April 2016 to 31 March 2018 inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

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 Authority

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

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: _____

Title: _____

Telephone: ____-____-____

Facsimile: ____-____-____

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: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment detailed below, to the limitation of expenditure specified in the authorized TA.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ 200,000.00. Customs duties and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment

Against invoices submitted upon completion of the Task Authorization in accordance with the Basis of Payment and certification by the Project Authority that work performance was satisfactory and acceptable.



Payment by Her Majesty, to the contractor, for the work shall be made within thirty (30) days following the delivery and acceptance of all deliverables specified in the contract or the date of receipt of a duly completed invoice, whichever date is the later.

Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work, and upon presentation of invoices and any other substantiating documentation as Canada requires.

7.7.4 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.8 Invoicing Instructions

Invoices shall be submitted using one of the following methods:

<u>E-mail:</u> NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca Note: Attach "PDF" file. No other formats will be accepted	OR	<u>Fax:</u> Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987 Note: Use highest quality settings available.
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Please do not submit invoices using more than one method as this will not expedite payment.

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

Contract number: _____

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

7.9 Certifications

7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.10 Applicable Laws

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

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;
- (c) the general conditions 2035 (2015-07-03) - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated _____.

7.12 Insurance

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.



ANNEX “A” - STATEMENT OF WORK

SW-1 BACKGROUND AND REQUIREMENT

CanmetENERGY Technology Centre has a requirement for a qualified contractor to perform installation and modification on stainless steel and high nickel alloy pressure piping at the Direct Contact Steam Generation and High Pressure Oxy-Fuel (DCSG & HiPrOx) pilot facility at Building 4 of the Natural Resources Canada’s Bells Corners complex, Ottawa Ontario.

This project involves work on Registered Systems and pressure vessels as defined by the Provincial Technical Standards and Safety Act (2000). There will be design/build aspects to the work and the contractor will be expected to assume general supervisory responsibilities.

The Contractor will be asked to provide labour estimates as well as durations for components of work to be done prior to undertaking the work. Estimates will be based on piping line list and fitting lists that will be provided by CanmetENERGY at least 10 business days prior to beginning work.

The Contractor will cooperate with CanmetENERGY staff, with the installation of the work to be completed.

Contractor shall submit a report and invoice, on a monthly basis, indicating the cumulative expenditure for this contract.

The report shall include:

- i. Contract number
- ii. Date of order
- iii. Hours expended
- iv. Hourly rate

The report shall be submitted electronically to the Project Authority.

SW-2 TASKS/DELIVERABLES

The Contractor shall:

1. Assemble and install process piping, tubing, and fittings as detailed in the supplied line lists and fittings lists. Piping materials, estimated lengths, size, and medium will be detailed in the supplied line lists.
2. Installation of drain/vent points to facilitate hydrostatic/pneumatic testing and depressurization of the system.
3. Contractor will perform a pressure test on all installed piping and tubing system as required by the Technical Standards Safety Authority (TSSA) and the appropriate design code (CSA B51, ASME B31.1 & B31.3 as applicable). Test pressures will be determined based on the design pressure as stated in the line list.
4. Contractor will supply all equipment and materials to perform the pressure test.
5. All piping and tubing will be field run by the contractor; pipe routing will be approved by CanmetENERGY staff prior to beginning installation.
6. Oxygen line cleaning will be done in compliance with Canadian Gas Association (CGA) G-4.4 or equivalent.
7. Install any necessary gaskets, fasteners, studs, or bolts.
- ~~8.~~ Install all necessary piping and tubing supports.
9. Assume general supervisory responsibilities supervising the jobs according to the engineering drawings provided by NRCan.
10. Provide feedback and cooperate with CanmetENERGY staff, regarding work from start to completion.
11. Inspect, test and fabricate all piping systems according to specifications provided by CanmetENERGY prior to beginning installation.



12. Install piping & fittings, cut existing pipe as required to install new piping.
13. Adhere to Health and Safety requirements.
14. Site clean-up.

SW-3 RESPONSIBILITIES OF CANMET

- Supply all required fittings, piping and tubing.
- Supply all engineering drawings
- Supply Process and Instrumentation drawings

SW-4 RESPONSIBILITIES OF THE CONTRACTOR

Install piping, tubing & fittings including cuts, welds, mechanical fasteners and joints, bends and supports as required to install new piping systems.

Perform pressure testing of new installed piping systems in accordance with B31.1 & B31.3 as applicable.



ANNEX “B” - BASIS OF PAYMENT

1. Financial Proposal

Bidders must provide financial details as requested in this Annex. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.

	From 01 April 2016 to 31 March 2017	From 01 April 2017 to 31 March 2018
Per diem rate	\$	\$
Proposed resources' name	1)	
	2)	
Please add additional rows as necessary, bidders may propose more than two (2) resources to meet all mandatory requirements.		

NOTE: The Per Diem Rate(s) is based on eight (8) hours day (all inclusive).



ANNEX "C" - TASK AUTHORIZATION FORM

Contract No.:			
Task Authorization No.:		Date:	
1.0 DESCRIPTION			
2.0 PERIOD			
From:		To:	
3.0 COST			
Name of the resource	Rate	Estimated level of effort (in days)	Total
1)	\$		\$
2)	\$		\$
		Estimated Cost	\$
		Taxes	\$
		TOTAL	\$
4.0 SIGNATURES			
_____ Contractor		_____ Date	
_____ Project Authority		_____ Date	