



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.

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.

Comments – Commentaires

If submitting by courier, please ensure the courier envelope has the RFP number, Closing Date and Closing Time on the front, to avoid confusion in the Bid Receipt Unit.

Issuing Office – Bureau de distribution

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

Title – Sujet	
Electrical System Design and Bid Package Development for Direct Contact Steam Generator (DCSG) Pilot Scale Facility	
Solicitation No. – No de l’invitation NRCan-500024764	Date 18 July 2016
Client Reference No. - N° de reference du client 133607	
Requisition Reference No. - N° de la demande 5000024764	
Solicitation Closes – L’invitation prend fin at – à 02:00 PM EST on – le 29 August 2016	
Address Enquiries to: - Adresse toutes questions à: Valerie Holmes	Buyer ID – Id de l’acheteur AB4
Telephone No. – No de telephone (343) 292-8371	Fax No. – No. de Fax (613) 947-5477
<i>If marked "X" please see the box to the left required</i> <input checked="" type="checkbox"/> Acknowledgement copy <i>S’il ya un "X" ici, s.v.p. voir la boite à la gauche</i> Accusé de réception requis	
Destination – of Goods, Services and Construction: Destination – des biens, services et construction:	
Natural Resources Canada 1 Haanel Drive - Building 2B Ottawa, Ontario K1A 1M1	
Security – Sécurité	
There is no security requirement Il n’y a pas une exigence matière à la 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: Email: - Courriel :	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur (taper ou écrire en caractères d’imprimerie)	
_____	_____
Signature	Date



Table of Contents

PART 1 - GENERAL INFORMATION 4

- 1. Introduction..... 4
- 2. Summary 4
 - 2.1 Security Requirement 4
 - 2.2 Applicable Trade Agreements..... 4
- 3. Debriefings 4

PART 2 - BIDDER INSTRUCTIONS..... 5

- 1. Standard Instructions, Clauses and Conditions 5
- 2. Submission of Bids..... 5
- 3. Enquiries - Bid Solicitation 6
- 4. Applicable Laws 6
- 5. Improvement of Requirement During Solicitation Period..... 6
- 6. Basis for Canada's Ownership of Intellectual Property 6

PART 3 - BID PREPARATION INSTRUCTIONS 7

- 1. Bid Preparation Instructions..... 7

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 10

- 1. Evaluation Procedures..... 10
 - 1.1 Mandatory Technical Evaluation 10
- 2. Basis of Selection..... 10

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 11

- 1. Certifications Required with the Bid 11
 - 1.1 Declaration of Convicted Offences 11
- 2. Certifications Precedent to Contract Award and Additional Information 11
 - 2.1 Integrity Provisions – List of Names..... 11
- 3. Additional Certifications Precedent to Contract Award 12
 - 3.1 Status and Availability of Resources 12
 - 3.2 Rate or Price Certification 12
 - 3.3 Education and Experience 12
 - 3.4 Former Public Servant 12
 - 3.5 Aboriginal Designation..... 14

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS 15

- 1. Security Requirements 15
- 2. Insurance Requirements 15

PART 7 - RESULTING CONTRACT CLAUSES 16

- 1. Statement of Work 16
- 2. Standard Clauses and Conditions 16
 - 2.1 General Conditions 16
 - 2.2 Supplemental General Conditions 16
- 3. Term of Contract 17
 - 3.1 Period of the Contract 17
- 4. Authorities 17
 - 4.1 Contracting Authority 17
 - 4.2 Project Authority 17
 - 4.3 Contractor's Representative 18
- 5. Proactive Disclosure of Contracts with Former Public Servants 18
- 6. Payment 18
 - 6.1 Firm Price 18
 - 6.2 Method of Payment..... 18
- 7. Invoicing Instructions 18
- 8. Certifications 19



8.1	Compliance	19
9.	Applicable Laws	19
10.	Priority of Documents	19
11.	Foreign Nationals (Canadian Contractor OR Foreign Contractor).....	19
12.	Insurance.....	19
13.	Contract Administration.....	20
ANNEX "A" – STATEMENT OF WORK		21
SW1	Title	21
SW2	Description of Requirement	21
SW3	Objectives.....	21
SW4	Project Requirements	21
SW4.1	Tasks, Deliverables, Milestones and Schedule	21
SW4.2	Deliverables.....	21
SW4.3	Estimated Period of the Contract.....	22
SW5.4	Location of Work, Work Site and Delivery Point	22
ANNEX "B" – BASIS OF PAYMENT		23
1.	Taxes as related to Bids Received.....	23
2.	Pricing Details to be Provided in Financial Proposal	23
2.1	Professional Fees (Firm Price).....	23
ANNEX "C" – INSURANCE REQUIREMENTS		24
1.	Commercial General Liability Insurance	24
2.	Errors and Omissions Liability Insurance.....	25
APPENDICES "A – N"		26



PART 1 - GENERAL INFORMATION

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:

- Annex "A"** - the Statement of Work
- Annex "B"** - the Basis of Payment,
- Annex "C"** - Insurance Requirements
- Various Appendices for Design Diagrams

2. Summary

By means of the RFP, NRCAN is seeking proposals from Bidders to provide electrical design services for the purpose of schematics and bid package preparation.

2.1 Security Requirement

There is no security requirements associated with this requirement.

2.2 Applicable Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT) and the North American Free Trade Agreement (NAFTA).

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

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 (2016-04-04)** - 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 1 – Integrity Provisions – Bid):

DELETE: Public Works and Government Services Canada (PWGSC)

INSERT: Natural Resources Canada (NRCan)

In Section 2 – Procurement Business Number:

DELETE: “Suppliers are required to”

INSERT: “It is suggested that suppliers”

In Section 5.4 – Submission of Bids:

DELETE: sixty (60) days

INSERT: one hundred and twenty (120) days

In Section 8.1 – Transmission by Facsimile:

DELETE: 819-997-9776

INSERT: 613-992-2920

In Section 20.2 – Further Information:

DELETE: in its entirety

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: **Valerie Holmes**

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.



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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **three (3)** business days before the bid closing date. Enquiries received after that time may not be answered.

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

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.

5. Improvement of Requirement During Solicitation Period

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

6. Basis for Canada's Ownership of Intellectual Property

Natural Resources Canada has determined that any intellectual property produced under this contract shall be for the following reason:

- (6.5) where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

NRCan will accept your bids in one of the following formats:

HARD COPY:

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 – 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.

OR:

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

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:

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

NOTE: 1 CD/DVD/USB will contain: 1 Technical, sole Financial Bid, Certifications and signed first page (Original)
3 CD/DVD/USB will contain: just the Technical Bid

Section II: Financial Bid - 1 copy (included with original Technical Bid).

Section III: Certifications – 1 copy (included with original Technical Bid and sole Financial Bid)

Note: NRCan will accept either Hard copy or Electronic Storage Media submitted bids. However, it is NRCan's preference that you submit using Electronic Storage Media in order to adhere to our green initiative.

NOTE: WHEN SUBMITTING A BID TO THIS SOLICITATION AND YOU USE A COURIER SERVICE, YOU ARE ADVISED TO WRITE THE BID SOLICITATION NUMBER, CLOSING DATE AND TIME ON THE FRONT OF THE COURIER PACKAGE; NOT JUST ON THE ENVELOPES WITHIN THE COURIER PACKAGE IN ORDER TO AVOID ANY UNCERTAINTY FROM OUR BID RECEIPT UNIT WHEN RECEIVING BIDS WITHOUT ANY INDICATION WHAT THEY ARE FOR.

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

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.
- iii. use a numbering system that corresponds to the bid solicitation.

1. 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 must demonstrate their capability and describe their approach in a thorough, concise and clear manner for successfully carrying out the work as described in the Annex "A" – Statement of Work".

Bidders must respond to government bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid or contract documents, and submit bids and enter into contracts only if they will fulfill all obligations of the contract.

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 and may result in a loss of points. 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.

It is the responsibility of the Bidder to obtain clarification of the requirements contained in the RFP, if necessary, prior to submitting a proposal. The Bidder must provide sufficient details in its proposal to substantiate compliance with what is required; all professional experience must be fully documented and substantiated in the proposal(s).

In the event of a proposal submitted through contractual joint venture, the proposal shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. (All members of the joint venture shall be jointly and severally or solidarily liable for the performance of any resulting contract awarded as a result of a joint venture.)

2. 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.

3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex "B"- Financial Proposal. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing will be applied as the initial conversion factor for the specified currency.



Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada.

3.1 Exchange Rate Fluctuation

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

4. Section III: Certifications

Bidders must submit the certifications as per Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 Mandatory Technical Evaluation

The Mandatory Requirements listed below will be evaluated on a simple pass/fail (i.e. compliant/non-compliant) basis. Proposals which fail to meet the Mandatory Requirements will be deemed non-responsive and given no further consideration.

Proposals must demonstrate compliance with all of the following Mandatory Requirements and must provide the necessary documentation to support compliance.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	The Bidder MUST provide at least one (1) resource that can demonstrate a minimum of ten (10) years of experience performing industrial automation system design. Resume to be provided with the bid package.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	The Bidder MUST provide at least one (1) resource that can demonstrate a minimum of five (5) years of experience performing electrical drafting and panel layouts for industrial automation systems. Resume to be provided with bid package.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	The Bidder MUST provide an estimate of the time required to complete the project. Estimate to be provided in number of weeks for completion after contract is award.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Basis of Selection

Only those bids that are deemed to be responsive (compliant) will be evaluated under the 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. 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.

1. Certifications Required with the Bid

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

1.1 Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgcpwgsc.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.

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.

2.1 Integrity Provisions – List of Names

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.

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 societies, firms or partnerships do not need to provide lists of names.

List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide, prior to contract award, a complete list of names of all individuals who are currently directors of the bidder. 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 societies, firms or partnerships do not need to provide lists of names.



Certification:

I _____ (Suppliers name) certify that I have read and understand the information contained in the above link to this Certification. I understand that any information I submit in order for the department to confirm my eligibility to receive a contract may be shared and used by NRCan and /or PSPC as part of the validation process, and the results of verification may be publicly disseminated. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

Board of Directors:

_____	_____
_____	_____
_____	_____

3. Additional Certifications Precedent to Contract Award

3.1 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.

3.2 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.

3.3 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.

3.4 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**" 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 Amount:

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

3.5 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 Representative

Date



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirements

NRCan has determined that there is no security requirement associated with this requirement.

2. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



PART 7 - RESULTING CONTRACT CLAUSES

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

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*)

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.

2.1 General Conditions

2035 (2016-04-04) - 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).

2.2 Supplemental General Conditions

2.2.1 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.

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and



condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

2.2.2 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

3. Term of Contract

3.1 Period of the Contract

The period of the contracts shall be from date of contract award to **October 31, 2016**.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Valerie Holmes**
Title: Procurement Specialist
Organization: Natural Resources Canada
Address: 580 Booth Street, 5th Floor, Room 5-D4-2
Ottawa, Ontario, K1A 0E4
Telephone: (343) 292-8371
Facsimile: (613) 947-5477
E-mail address: Valerie.holmes@canada.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.

4.2 Project Authority (to be provided at contract award)

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.

4.3 Contractor's Representative

Name:
Title:
Email:

5. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [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. Payment

6.1 Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price detailed in Annex "B" for a cost of \$ _____ (*insert the amount 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.

6.2 Method of Payment

Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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. Invoicing Instructions

Invoices shall be submitted using **one of the following methods:**

<p><u>E-mail:</u></p> <p>NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca</p> <p>Note: Attach "PDF" file. No other formats will be accepted</p>	<p>OR</p>	<p><u>Fax:</u></p> <p>Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987</p> <p>Note: Use highest quality settings available.</p>
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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>

8. Certifications

8.1 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.

9. Applicable Laws

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

10. 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 general conditions **2035 (2016-04-04) – Higher Complexity – Services**;
- (c) the supplemental general conditions (contained herein);
- (d) Annex "A", Statement of Work and its appendices;
- (e) Annex "B", Basis of Payment;
- (f) Annex "C", Insurance Requirement
- (g) the Contractor's bid dated _____.

11. 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)

12. Insurance

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the



requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

13. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



ANNEX “A” – STATEMENT OF WORK

SW1 Title

Electrical System Design and Bid Package Development for Direct Contact Steam Generator (DCSG) Pilot Scale Facility

SW2 Description of Requirement

Natural Resources Canada – CanmetENERGY has a requirement for electrical design services for the purpose of schematics and bid package preparation. These services will be for the electrical and control system in support of the Direct Contact Steam Generator (DCSG) facility at Building 4 of the Bells Corners Complex (BCC) in Ottawa, Ontario.

SW3 Objectives

The overall objective for Natural Resources Canada – CanmetENERGY is the construction and operation of a 1MW_{th} nominal DCSG pilot facility. The successful contractor will be working with the instrumentation and control technologist to supply electrical and control system electrical schematics and developing a bid package suitable for tendering the installation and integration of the pilot plant facility.

SW4 Project Requirements

SW4.1 Tasks, Deliverables, Milestones and Schedule

The Contractor will provide a complete documentation package, including an electrical tender scope of work and construction ready drawing package, that will allow CanmetENERGY to tender the electrical installation services required for the project. The package will include a written electrical scope of work that will contain I/O wiring drawings, cable schedules, termination list, junction box and I/O cabinet layout drawings, and locations of cable trays. Contractor will be responsible for completing the details to existing NRCAN drawings used for the tendering of this electrical package. The contractor will also be responsible for submission of all drawings to ESA for approval prior to issuing the completed package to NRCAN. NRCAN will make available to the contractor any existing AutoCAD files used for this project.

SW4.2 Deliverables

The following services will be supplied by the contractor for this project:

1. Engineering services
 - a. Project management
 - i. Onsite meetings – four (4) expected (Project kick-off, (2) Engineering related, Project completion)
 - b. Preliminary engineering including cable schedule, termination list and layouts
 - c. Development of Electrical scope of work documents
 - d. Submission of all completed drawings to ESA Plan Review for approval
2. Documentation services
 - a. Electrical scope of supply
 - i. Material specifications



- ii. Applicable codes
- iii. Cable tray, conduit, cable and wire
- iv. Local disconnects and pushbutton stations
- b. Electrical schematics and lists
 - i. DCS Network Diagram
 - ii. Drawing List
 - iii. Power Distribution Single Line Diagram
 - iv. Instrumentation location drawings
 - v. Instrumentation I/O List
 - vi. Cable List
 - vii. Cable and conduit drawings
 - viii. Digital and Analog loop drawings for Control System (DCS) I/O
 - ix. Thermocouple Jack Panel layouts
 - x. Motor control loop drawings
 - xi. Heater control loop drawings
 - xii. Digital/Analog/Thermocouple I/O cabinet assembly drawings
 - xiii. Recirculation Pump Cabinet drawings updated
 - xiv. Solenoid Valve Cabinets wiring
 - xv. Vendor supplied equipment drawings integrated

SW4.3 *Estimated Period of the Contract*

The estimated period of the contract is from the date of Contract Award to **October 31, 2016**.

SW5.4 *Location of Work, Work Site and Delivery Point*

The successful contractor will be expected to complete all of this work on their own secure premises and network systems.



ANNEX “B” – BASIS OF PAYMENT

1. Taxes as related to Bids Received

For Canadian-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable **included**, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, **excluded**;

For foreign-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) and **exclude** Canadian customs duties, excise taxes and GST or HST, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders. If the prices submitted in the financial proposal are not in Canadian Funds the exchange rate in effect on the date of bid closing will be applied for evaluation purposes only.

2. Pricing Details to be Provided in Financial Proposal

The Bidder hereby offers to NRCan, as requested by the Minister, to furnish all necessary expertise, supervision, materials, equipment and other items necessary to performing the work as described in the statement of work of this Request for Proposal and in accordance with the terms and conditions of the Request for Proposal, to the satisfaction of the Minister, or his or her authorized representative, for the following price(s).

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.

2.1 Professional Fees (Firm Price)

Bidder tendered all-inclusive firm price to perform the work is \$ _____ in Canadian funds, GST/HST excluded. Any Travel and Living Expenses, in accordance with Treasury Board Guidelines, and other miscellaneous expenses must be included in the firm price.

Requirement	All-inclusive Firm Price
Engineering Services	\$
Documentation Services	\$
Updates and modifications of drawings post construction	\$
Four (4) days reserved for meetings	\$
Commissioning Support (10 days)	\$
One (1) day for electrical contractor on-site bid info meeting	\$
One (1) day for review of electrical contractor bid proposal	\$
Total Bid Price:	\$

Firm Per Diem Rate(s) (also known as daily rate) - The Firm Per Diem Rate(s) is based on 7.5 hours (seven hours and 30 minutes) exclusive of meal breaks with no provision for annual leave, statutory holidays and sick leave. For work performed for a duration of more or less than one (1) day, the daily rate will be prorated accordingly to cover actual time worked.

The Per Diem Rate(s) is ‘all inclusive’ except for travel expenses on project business outside the National Capital Region (that is pre-approved by the NRCan Project Authority), and GST. Charges for expenses which are normally incurred in the provision of services, such as labour for conducting negotiations and providing estimates, resolving contract disputes, tracking time sheets, monthly invoicing, facsimile, copying/printing charges, office supplies, computer hardware and software charges, courier, long distance telephone charges, travel from a personal residence to the NRCan site in the National Capital Region, local travel and the like, must be included in the rates and will not be permitted as additional charges to the contract.



ANNEX “C” – INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. **Additional Insured:** Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. **Bodily Injury and Property Damage** to third parties arising out of the operations of the Contractor.
 - c. **Products and Completed Operations:** Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. **Personal Injury:** While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. **Cross Liability/Separation of Insureds:** Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. **Blanket Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. **Employees** and, if applicable, Volunteers must be included as Additional Insured.
 - h. **Employers' Liability** (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. **Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. **Owners' or Contractors' Protective Liability:** Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.



2. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.



APPENDICES “A – N”

Found as a separate attachment on Buy and Sell