



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
 Attention: **Valerie Holmes**

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 you are submitting a proposal using a courier service, please ensure you clearly indicate the RFP Number, Closing Date and Closing Time on the front of the courier envelope.

Issuing Office – Bureau de distribution

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

Title – Sujet Electronic Assembly Services for Power Managers and Other Items	
Solicitation No. – No de l’invitation NRCan- 5000026039	Date October 3, 2016
Client Reference No. - N° de reference du client 134915	
Requisition Reference No. - N° de la demande 5000026039	
Solicitation Closes – L’invitation prend fin at – à 02:00 PM EST on – le 14 November 2016	
Address Enquiries to: - Adresse toutes questions à: Valerie Holmes Valerie.holmes@canada.ca	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</i> <i>S'il ya un "X" ici, s.v.p. voir la boîte à la gauche</i>	<input checked="" type="checkbox"/> Acknowledgement copy required Accusé de réception requis
Destination – of Goods, Services and Construction: Destination – des biens, services et construction: Natural Resources Canada 2617 Anderson Road Ottawa, Ontario K1A 0Y3	
Security – Sécurité There is no security requirement Il n’y a aucune exigence de 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 _____	



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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

and any other annexes.

2. Summary

By means of the RFP, NRCan is seeking proposals from Bidders to procure electronic assembly services for the construction of power managers as well as for building cables and other small electronic items for use in seismic stations.

2.1 Security Requirement

There is no security requirements associated with this requirement and any resulting contract.

2.2 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada-Chile Trade Agreement, the Canada-Colombia Trade Agreement, the Canada-Panama Trade Agreement, the Canada-Peru Trade Agreement, the Canada-Honduras Free Trade Agreement and the Agreement on Internal Trade (AIT).

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 **seven (7)** 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.

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 seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

6. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at **2617 Anderson Road, Ottawa, Ontario, K1A 0Y3** on **October 21, 2016**. The site visit will begin at **1:00 p.m. EDT**.

Bidders are requested to communicate with the Contracting Authority no later than **October 19, 2016** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet.

Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.



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) when 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

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	The Bidder MUST demonstrate in their proposal how they propose to meet the requirements and how they will carry out the work.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	The Bidder MUST be equipped with appropriate tooling for crimping connectors.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Basis of Selection

Mandatory Technical Criteria

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.tpsgcpgwsc.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.

Note: Bidders are only required to fill out this form if they have been convicted of a criminal offence.

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:

Three sets of horizontal lines for signature or name entry, arranged in two columns.

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 Contract.

2. Insurance Requirements

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.



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

The following clauses apply to this contract:

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.

3. Security Requirements

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to **March 31, 2017**.

5. Authorities

5.1 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.

5.2 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.



5.3 Contractor's Representative

Name:
Title:
Tel:
Fax:
Email:

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. Payment

7.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. (*included at time of contract award*) Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. 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 contract funds provided are inadequate for the completion of the Work,
whichever comes first.
3. 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.

7.2 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.

8. 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>	OR	<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: _____ **(provided at time of contract award)**

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

9. Certifications

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.

10. Applicable Laws

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

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 contained herein;
- c) the general conditions **2035 (2016-04-04), Higher Complexity - Services**
- d) Annex "A", Statement of Work;
- e) Annex "B", Basis of Payment;
- f) the Contractor's bid dated _____



12. Foreign Nationals (Canadian Contractor OR Foreign Contractor)

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

SACC Manual clause A2001C (2006-06-16) - Foreign Nationals (Foreign Contractor)

13. 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.

14. 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

Electronic Assembly Services for Power Managers and Other Items

SW2 Scope and Objective

Natural Resources Canada (NRCan) seeks to procure electronic assembly services for the construction of power managers as well as for building cables and other small electronic items for use in seismic stations.

The proposed contract would be for:

- A) a fixed number of power manager units per the details below and
- B) Miscellaneous assembly services to be charged on hourly basis.

SW4 Project Requirements

SW4.1 Tasks

NRCan requires the assembly of four variants types of power managers, a low power and high power variant, each variant of which may assembled into a fully enclosure (Outdoor), and open frame type enclosure (Indoor), i.e.:

- a. Low Power Outdoor Enclosure
- b. Low Power Indoor Enclosure
- c. High Power Outdoor Enclosure
- d. High Power Indoor Enclosure

The electrical assembly is identical for Indoor and Outdoor variants with the differences only in mechanical assembly and connector placement.

NRCan will supply all components for the Power Managers, including enclosures, metalwork, and other mechanical connectors, electronic devices, Ethernet jumper cables. The Contractor will supply as part of the project: interconnect wiring, heat shrink tubing, ferules, sealants, glues, wire ties, etc.

The appendices to this document include: electrical assembly diagrams, parts lists, and photographs of completed units.

The Contractor must be equipped with appropriate tooling for crimping connectors.

SW4.2 Quantities

Item	Firm Requirement	Option 2017-18	Option 2018-19
a. <i>Assembly of Low Power Variant - Outdoor Enclosure</i>	57	15	15
b. <i>Assembly of Low Power Variant - Indoor Enclosure</i>	21	10	10
c. <i>Assembly of High Power Variant - Outdoor Enclosure</i>	28	10	10
d. <i>Assembly of High Power Variant - Indoor Enclosure</i>	30	10	10



SW4.3 Options

To ensure cost-effective manufacturing optional items may be ordered in batches of a minimum of five units up to the quantities specified in the table above in each of the years of the contract.

SW4.4 Assembly Services on a per hour basis

NRCAN also requires miscellaneous electronic assembly services to be supplied on an as needed basis and to be charged on an hourly basis. The bulk of these services will be for the assembly of cables but may also include assembly services of a similar complexity to that of the power managers as described herein.

NRCAN estimates the number of hours required per the table below, but actual number of hours expended in a year may be less than that indicated. The Contractor will bill only for hours actually incurred.

Item	Estimated hours 2016-17	Estimated hours 2017-18	Estimated hours 2018-19
<i>Hourly Rate for Assembly</i>	600	400	400

SW5 Other Terms and Conditions of the SOW

SW5.1 NRCAN's Obligations

NRCAN will provide:

- Required drawings, as well as the cables and connectors and other major components.

SW5.2 Contractor's Obligations

The Contractor will provide

- Miscellaneous small components such as heat shrink tubing, sealants and glues.



ANNEX “B” - BASIS OF PAYMENT

1. Definite Items (A)

Item	Unit of Issue	Firm Requirement	Firm unit price DDP (Ottawa, Ontario)	Firm Extended Price
a. <i>Assembly of Low Power Variant - Outdoor Enclosure</i>	each	57		
b. <i>Assembly of Low Power Variant - Indoor Enclosure</i>	each	21		
c. <i>Assembly of High Power Variant - Outdoor Enclosure</i>	each	28		
d. <i>Assembly of High Power Variant - Indoor Enclosure</i>	each	30		
Total Power Manager Assembly (A)				

2. Optional Items (B)

Item	Unit of Issue	Optional Quantities (2017-18)	Firm unit price (2017-18) DDP (Ottawa, Ontario)	Optional Quantities 2018-19	Firm unit price (2018-19) DDP (Ottawa, Ontario)	Firm Extended Price for Options
a. <i>Assembly of Low Power Variant - Outdoor Enclosure</i>	each	15		15		
b. <i>Assembly of Low Power Variant - Indoor Enclosure</i>	each	10		10		
c. <i>Assembly of High Power Variant - Outdoor Enclosure</i>	each	10		10		
d. <i>Assembly of High Power Variant - Indoor Enclosure</i>	each	10		10		
Total Power Manager Assembly - Optional Units (B)						\$



3. Assembly Cost (C)

Item	Unit of Issue	Estimated Requirement	Unit Price	Extended Price
<i>Hourly Rate for Assembly (2016-17)</i>	Hour	600		
<i>Hourly Rate for Assembly (2017-18)</i>	Hour	400		
<i>Hourly Rate for Assembly (2018-19)</i>	Hour	400		
Total Cost Assembly (C)				

For the selection of the lowest cost bidder, the sum of all items as though all options were fully exercised and all estimated hours were expended, will be used as the indicative contract price (whether or not options and hours are in fact used up), i.e. the sum of A+B+C Below

A Firm Power Managers	B Option Power Managers	C Assembly	Total for Evaluation A+B+C