



Return Bids to :

Retourner Les Soumissions à :

Natural Resources Canada
Bid Receiving Unit – Mailroom
588 Booth Street
Ottawa, Ontario
K1A 0Y7

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

Proposal To: Natural Resources Canada
We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

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

Comments – Commentaires

Issuing Office – Bureau de distribution

Finance and Procurement Management
Branch
Natural Resources Canada
580 Booth Street
Ottawa, Ontario
K1A 0E9

Title – Sujet	
Industrial Electrical and Instrumentation Installation	
Solicitation No. – No de l'invitation NRCan-5000031466	Date May 23, 2017
Requisition Reference No. - N° de la demande	
Solicitation Closes – L'invitation prend fin at – à 02:00 PM Eastern Daylight Savings Time (EDT) on – le July 4, 2017	
Address Enquiries to: - Adresse toutes questions à: Brenda.Harlow@canada.ca	
Telephone No. – No de telephone 343-292-8301	Fax No. – No. de Fax
Destination – of Goods and Services: Destination – des biens et services: <i>Natural Resources Canada/Ressources naturelles Canada</i> <i>1 Haanel Drive/ 1, promenade Haanel</i> <i>Ottawa, Ontario</i> <i>K1A 1M1</i>	
Security – Sécurité There is no security requirement associated with this requirement.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No.:- No. de téléphone: Facsimile No.:- No. de télécopieur:	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
_____ Signature	_____ Date



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This Model Bid Solicitation contains samples of the terms that will form the basis for any future requests for proposals (RFPs) for Natural Resources Canada (NRCan).

To the extent possible, these Articles are written as they will appear in any future RFP(s). However, individual RFPs and the Resulting Contract Clauses may be modified to suit individual requirements. For example, the nature of the requirement, the term of the resulting Contract, the evaluation methodology and the basis of payment clauses may all be tailored to individual requirements.

The Articles in the Resulting Contract Clauses are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this Annex, is a Mandatory requirement of this RFP. Suppliers submitting an Offer containing statements implying that their Offer is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Offerors with concerns regarding the provisions of the Model Bid Solicitation (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.



PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, and the technical drawings.

The Appendixes include the Evaluation Criteria and the Financial Proposal Form.

1.2 Summary

By means of the RFP, NRCan is seeking proposals from bidders for....

1.2.1 Natural Resources Canada CanmetENERGY (NRCan) has a requirement for a qualified electrical contractor to provide a minimum of three (3), two (2) person teams to perform installation services to complete the electrical and instrumentation activities at the Bells Corners complex, 1 Haanel Drive, Ottawa, Ontario. All work requires to be completed within 12 weeks from the date of award of this contract.

1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

1.2.3 There is a *mandatory* bidders' site visit associated with this requirement.

1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The [2003](#) 2017-04-27 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada.” **Delete:** “PWGSC” and **Insert:** “NRCan”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Delete: Under Subsection 2 of Section 20:** Not applicable

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

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

Natural Resources Canada
Bid Receiving Unit – Mailroom
588 Booth Street
Ottawa, Ontario
K1A 0Y7
Attention: Brenda Harlow

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

The onus is on the Bidder to ensure that the proposal is delivered to the location above. Not complying with the above instructions may result in NRCan’s inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

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



2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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

2.5 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 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Mandatory Site Visit

It is mandatory 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 Natural Resources Canada, 1 Haanel Drive, Bell's Corners Complex, Ottawa, Ontario on May 29, 2017. The site visit will begin at 9:00 AM EDT, in Building #3.

Bidders must communicate with the Contracting Authority no later than May 26, 2017 at 2:00 PM EDT to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. 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

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies) and 1 soft copy on medium such as CD, DVD)
Section II: Financial Bid (1 hard copy) and 1 soft copy on medium such as CD, DVD)
Section III: Certifications (1 hard copy) and 1 soft copy on medium such as CD, DVD)

Prices should appear in the financial bid only. No prices should be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) format;
- (b) use a numbering system that corresponds to the bid solicitation.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) 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.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix "B" to PART 4. The total amount of Applicable Taxes must be shown separately.

Exchange Rate Fluctuation

[C3011T \(2013-11-06\)](#), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Appendix "A" to PART 4 - Evaluation Criteria.

4.1.2 Financial Evaluation

Mandatory financial evaluation criteria are included in Appendix "B" to Part 4 – Evaluation Criteria.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points specified for each criterion for the technical evaluation.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



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.

5.1 Certifications Required with the Bid

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

5.1.1 Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: _____

OR

Name of each member of the joint venture:



Member 1: _____
 Member 2: _____
 Member 3: _____
 Member 4: _____

Identification of the administrators/owners:

SURNAME	NAME	TITLE

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

5.2.3 Status and Availability of Resources

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

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



5.2.4 Education and Experience

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

5.2.5 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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



By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

Professional fees	Amount
_____	_____
_____	_____

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

5.2.6 Aboriginal Designation

Who is eligible?

- a) An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership
 - vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.



The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

- Our Company is NOT an Aboriginal Firm, as identified above.
- Our Company is an Aboriginal Firm, as identified above. The supplier must complete the certificate in the appropriate clause below.

SACC Manual clauses [A3000T](#), [A3001T](#), [M3030T](#), [M9030T](#), [S3035T](#) and [S3036T](#) contain a certification that suppliers must complete and submit with their bid/offer/arrangement. Failure by suppliers to submit this completed certification form with their bids/offers/arrangements will render the bid/offer/arrangement non-responsive.



PART 6 - RESULTING CONTRACT CLAUSES

Delete this title and the following sentence at contract award.

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

6.1 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 entitled _____, dated _____. *(to be completed at contract award)*

6.2 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>) issued by Public Works and Government Services Canada.

6.2.1 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).

6.3 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.

6.4 Security Requirements

There is no security requirement applicable to this Contract.

6.5 Term of Contract

6.5.1 Period of the Contract

The Work is to be performed during the period of fourteen weeks from contract award

6.5.2 Delivery Date

All the deliverables must be received on or before (*to be completed at contract award*).

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Brenda Harlow
Title: Team Leader, Procurement Services
Organization: Natural Resources Canada
Address: 580 Booth Street, Ottawa, Ontario K1A 0E4
Telephone: 343-292-8301
E-mail address: Brenda.Harlow@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.

6.6.2 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.

6.6.3 Contractor's Representative (*to be provided at contract award*)

Name:
Title:
Organization:
Address:
Telephone:
Facsimile:
E-mail address

6.7 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.

6.8 Payment

6.8.1 Basis of Payment – Firm Price, Firm Unit Price(S) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in contract 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.

6.8.2 Method of Payment

Single Payment

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

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

6.9 Invoicing Instructions

Invoices shall be submitted using one of the following methods:

E-mail:

NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca



Note:

Attach "PDF" file. No other formats will be accepted

OR

Fax:

Local NCR region: **613-947-0987**

Toll-free: **1-877-947-0987**

Note:

Use highest quality settings available.

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>

6.10 Certifications

6.10.1 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.

6.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

6.12 Priority of Documents

If there is a discrepancy between the wordings 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), General Conditions - Higher Complexity - Services
- (c) Annex A, Statement of Work;
- (d) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).



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

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

OR

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

6.14 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.

6.15 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

Provision for Industrial Electrical and Instrumentation Installation

SW1. Background

CanmetENERGY Ottawa is building a 1MMBtu_{TH} steam generation facility and has a requirement for electrical installation services. The successful candidate will be responsible for the procurement and installation of all interconnecting power and signal cabling, as defined by the Canmet provided electrical design package.

SW2. Scope

Natural Resources Canada CanmetENERGY (NRCan) has a requirement for a qualified electrical contractor to provide a team of six electricians (three two-person teams) to perform installation services to complete the electrical and instrumentation activities at the Bells Corners complex, 1 Haanel Drive, Ottawa, Ontario. All work requires to be completed within 14 weeks from the date of award of this contract.

Contractor's team must include one Supervisor and five additional electricians to complete the Work below:

- the installation of cable tray, conduit and wiring
- the installation of smaller tray sections, or equivalent cable routing hardware, is to be included at cable tray drops for landing of cables in cabinets and on field equipment. Multiple, unsupported cables bound together at cable tray drops will not be accepted.
- the wiring of PLC and I/O panels
- the wiring of Variable Frequency Drives and Motor Controls
- the wiring of electrical heaters and heater controls
- All cabinet wiring to have bottom entry of cables
- the installation of power feeds from existing MCCs and/or lighting panels
- Supply, install, and terminate all cable requirements for motors, controls and instruments, including all supports and tie-downs in cable tray, supports for routing from tray to final destination, all cable glands and connectors.
- Supply, install, and terminate all motor terminators for variable frequency drive controlled motors.
- Supply and install local disconnects for motors and heaters
- Field route and terminate (as required) all vendor equipment associated cable and wire.
- Supply and install all miscellaneous channels, wire-ways, and cable tray necessary to route cables in a neat and secure fashion from where cables leave tray/local junction boxes to final devices.
- Supply and install all network communication cabling (Cat 5E and Fiber Optic Single Mode) as required.
- Where necessary, arrange for cutting and framing of openings in grating surfaces to pass cables, tray, conduit, etc Supply and install identification on all wires, cables, terminals as follows:

Wires	Panduit crimp-type slippers or equal Brady WML wire marking labels or equal
Cables	Engraved lamacoid (1 1/4" x 2", black core) attached with 2 tie-wraps or equal
Terminals	Brady "peel and stick" type.
Termination	Shall use aluminum crimp ferrules or tinned solder on wiring ends, with the exception of Thermocouple extension cables
- Supply and install all grounding and bonding requirements to ensure installation is in conformance with Ontario Electrical Safety Code (Current version at time of issue) and manufacturers recommendations where available installation of cable tray, conduit and wiring
- Assist in the verification of all field signals and motor rotation.
- Correct any deficiencies found throughout testing and commissioning.
- Assist in commissioning of all equipment associated with completed work



Workmanship shall conform to the requirements of the Canadian Electrical Code, 23rd edition (2015) and the Ontario Electrical Safety Code, 26th edition (2015). Work shall be supervised by a Supervising Journeyman or Master Electrician, who is licensed in Ontario, at all times, and shall be performed by skilled and experienced workmen.

The contractor shall provide bi-weekly progress reports. The reports shall be submitted to the Project Authority electronically via email.

Material that Contractor will be responsible for and must be compatible with equipment, identified on technical drawings, provided by NRCan are as follows:

- Cables
- Cable Trays
- Fasteners
- Mounting Equipment
- Supports,
- Welding Equipment
- All electrical tools

Substantial completion shall be achieved within 12 weeks of contract signing. Minor deficiencies shall be corrected within 2 weeks after substantial completion is verified by signature of, or email correspondence with, the Project Authority.

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

Removal of Existing NRCan Materials

Remove existing material and equipment where shown or specified. Unless noted or specified otherwise, all material and equipment that is removed shall remain the property of NRCan and shall be placed in a storage area to be designated by NRCan.

Project Authority will identify any materials that shall remain the property of NRCan.

Project Authority will identify the area in which the Contractor will need to store of any or all disposal material from the Worksite.

SW3. Responsibilities of CANMET

All Manufacture and Supplier information are established in Attachments to Annex A – Technical Drawings

Supply all control panels electrical distribution equipment and instrumentation

Supply of electrical documentation including schematics and equipment manuals

Supply of Hand-Off-Auto Control Stations

Supply of Emergency Stop Control Stations

Supply of Profibus Cables for Control System communications.

SW4. Responsibilities of Contractor

Safety and Property Protection

The Contractor shall be responsible to ensure the safety and protection of persons and property at the NRCan facilities at the Bells Corners Complex.

Due to the nature of the work environment, all team members must have the following Personal Protective Equipment:

- Helmet;
- Safety Glasses;
- Safety Gloves;



- Harnesses (when working on scaffolding, ladders or other off the floor apparatuses);and
- Steel-toed Boots.

This responsibility includes taking all necessary precautions, including, the following :

- Erect and properly maintain all necessary safeguards, including, but not limited to, danger signals, warnings and barricades;
- Make sure that all derricks, hoists, staging, scaffolding and all other apparatus are safe, sound, secure and are properly maintained;
- Take care not to load or to permit any part of the structure to be loaded so as to endanger its safety or the safety of any person;
- Ascertain and adhere to other safety regulations of NRCan;
- Ensure that all equipment and materials are sufficient locked and protected should the Contractor require to store while not on worksite.
- Establish and enforce all other appropriate safety rules, including NRCan safety procedures.
- Provide Material Safety Data Sheets for any materials for which NRCan does not have an M.S.D.S. on file.
- Adhere to the CanmetENERGY lockout/tag procedure

The Contractor shall be responsible for the prevention of accidents at the NRCan facilities at the Bells Corners Complex. The contractor shall report immediately to NRCan all incidents, accidents and injuries occurring at the NRCan facilities at the Bells Corners Complex. In those cases where the Contractor files an accident report with a public authority, the Contractor shall furnish a copy of said report to NRCan.

The Contractor shall comply with the Canadian Labour Code, Part II and its regulations.

- Supply all necessary equipment and ensure compatibility as identified in Scope of Work;
- Verify that all instrumentation, motors and control cabinets are in place;
- Responsible for following electrical design drawings and connecting wires as specified from electrical supply and control cabinets to field instruments and equipment;
- Ensure and adhered to all electrical codes and laws;
- Advise the Project Authority if there are any issues in regards to personnel (Contractor's or NRCan personnel) on Worksite;
 - This must be provided in writing immediately to the Project Authority, advising of the issue, the name of the person(s) involved and what action was taken.
- Advise the Project Authority if installation or any Work cannot be provided as per technical drawings.
 - This must be provided in writing immediately to the Project Authority, advising of the reason and any solution to ensure installation is done.

SW5. Constraints

Contractor must notify the Contracting Authority, identified in the Contract, of any contracting issues. No additional Work that is not identified in this Statement of Work can be considered or started unless it has obtained the approval of the Contract Authority.

Due to the nature of the equipment at the BCC the NRCan Certified Electrician must deem work as being satisfactory completed.

Work at the Bells Corners Complex can only be conducted between the hours of 7am to 17:00 Monday to Friday.

SW6. Security

Contractor's teams will be escorted by a NRCan Representative or a Commissionaire at all times while occupying the Work Site.



APPENDIX “A” to PART 4 - EVALUATION CRITERIA

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan’s assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

1. TECHNICAL CRITERIA

1.1 MANDATORY EVALUATION CRITERIA

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The technical proposal should address each of the criteria in the order in which they appear.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
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Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	Bidder's proposed Team Members MUST been in possession and provide a valid Electrical Contractor Licenses issued by ECRA/ESA and any other certification and licenses required as an electrician. Resumes must be submitted for each Team Member.		
M2	Bidder's MUST provide a team Supervisor who has completed a minimum of two (2) projects in industrial electrical installation the last four (4) years. Bidder must provide the following information: <ul style="list-style-type: none">• area(s) of expertise of individual being proposed;• individual's years of experience;• individual's years with the Proponent entity;• responsibilities held for projects they have completed;		
M3	Methodology: The Bidder shall provide a methodology that clearly demonstrates an approach that will lead to successful completion of the electrical industrial installation by demonstrating in their proposal an understanding of the scope of work and objectives without paraphrasing or repeating from the Statement of Work (SOW).The following areas will be evaluated <ul style="list-style-type: none">• Understanding of objectives• Understanding of the scope of work and the tasks required• Identify potential risks and problem areas and provide a realistic plan for mitigating risks		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M4	<p>Work Plan Bidder's strategy for delivering the Project. Adequate response consists of an effective delivery strategy to meet the requirements of the Statement of Work and a clear description of how the team will be effectively managed and must elaborate on the strategy for delivering the Project and describe in detail how the various components of the Proponent Team relate to each other, assist each other and communicate with each other.</p> <p>Information to be submitted:</p> <ul style="list-style-type: none"> the name, role, number of hours/days planned, per individual Proponent Team member, for each delivery and/or milestone; a project organization chart showing names and titles of all Proponent Team resources named for the Project; a short description of the roles of key stake-holders: Proponent Team, sub-consultants and other specialists and describe how this team will work together to execute the various task or phases of the Work proposed reporting and debriefing arrangements a description of the nature, extent and duration of the links in any partnerships / joint ventures. 		

1.2 POINT RATED TECHNICAL CRITERIA

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria. Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan's assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Only those proposals which are responsive (compliant) with all of the mandatory criteria and then achieve (or exceed) the stated minimum points required for the point rated technical criteria section will be further considered for award of a contract. Proposals not meeting the minimum points required will be deemed non-responsive.

Criterion ID	Point Rated Technical Criteria	Maximum/Minimum Points	Proposal Page #
R1	<p>Corporate Experience Intent: Evaluate the Proponents recent corporate experience on projects of similar size and scope in electrical industrial installation. Adequate experience consists of a minimum of three projects of the same size and scope or an equivalent combination of larger and smaller projects within the last five (5) years.</p> <p>Information to be submitted:</p>	30/20	



	<p>The response to be provided here can consist of existing material (brochures, corporate profiles, reference letters, etc.). To facilitate evaluation, information on specific projects must include:</p> <ul style="list-style-type: none"> • title of project(s), location (city, country) (1 point); • brief description of project scope, cost and schedule (5 points based on complexity and relevance to proposed work); • dates of participation in the project (1 point); • corporate role in the project (1 point for Project Management; 2 points for Installation – total 3 points); 		
R2	<p>Experience of Team Members</p> <p>Intent: Evaluate the recent experience of the proposed team personnel on projects of similar size and scope. Adequate experience consists of two years of recent professional experience in a similar role and completion of one recent project of same size and scope or an equivalent combination of larger and smaller projects.</p> <p>Information to be submitted: The response to be provided here can consist of existing material (resumes, brochures, corporate profiles, reference letters, etc.). To facilitate evaluation, information on the individual must include:</p> <ul style="list-style-type: none"> • area(s) of expertise of individuals being proposed, including project site supervisor, who would be involved with the project and the role for which they will be responsible; • individuals' years of experience; • individuals' years with the Proponent entity; • responsibilities held, by the individuals being proposed, for projects they have completed; and • certification and licensing of personnel, as appropriate. <p>Five (5) points for each member with the two years experience and one recent project.</p>	30/10	
Total points		60	

2. FINANCIAL CRITERIA

2.1 MANDATORY FINANCIAL CRITERIA

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

2.1.1 COST BREAKDOWN

It is mandatory to present a cost breakdown to support the Financial Proposal (Appendix “B” to Part 4 - Financial Proposal Form).

DESCRIPTION	FIRM HOURLY RATE	LEVEL OF EFFORT	COST \$
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Electrician (Supervisory)			\$ _____
Electrician (Team Member)			\$ _____
Materials		N/A	\$ _____
Total			\$ _____



APPENDIX “B” To Part 4 – FINANCIAL PROPOSAL FORM

1. FIRM PRICE

Bidder tendered all-inclusive firm price to perform the work is Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

DESCRIPTION	FIRM PRICE (applicable taxes excluded)
Total for Completed Installation	\$ _____
Total Firm Price for Financial Proposal Evaluation (taxes extra):	\$ _____



ATTACHMENTS TO Part 6 Annex A – STATEMENT OF WORK