



Return Bids to :

NRCan.quebec_bid_soumission-quebec_bid_soumission.RNCan@canada.ca

**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

Issuing Office – Bureau de distribution

Finance and Procurement Management Branch
Natural Resources Canada
1 Challenger Drive
Dartmouth, Nova Scotia
B2Y 4A2

Title – Sujet Inuvik Satellite Project, Indigenous Artwork	
Solicitation No. – No de l’invitation NRCan- 5000033613	Date September 28, 2017
Requisition Reference No. - N° de la demande Ticket 141907	
Solicitation Closes – L’invitation prend fin October 12, 2017 at – 02:00 PM Eastern Daylight Savings Time (EDT))	
Address Enquiries to: - Adresse toutes questions à: Julia.pace@canada.ca	
Telephone No. – No de telephone	Fax No. – No. de Fax
Destination – of Goods and Services: Destination – des biens et services: Natural Resources Canada 588 Booth Street Ottawa, Ontario K1A 0Y7	
Security – Sécurité There is no security requirements 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 and the Insurance Requirements.

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

1.2 Summary

By means of the RFP, NRCan is seeking a contractor to produce graphics on media that can withstand harsh winter conditions on to four (4) satellite dishes located at the Inuvik Satellite Facility.

The period of the contract shall be from Contract award to June 29, 2018.

1.2.1 This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Inuvialuit Final Agreement
- Gwich'in Comprehensive Land Claim Agreement

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 (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 3) Delete:** "Public Works and Government Services Canada" and **Insert:** "Natural Resources Canada." **Delete:** "PWGSC" and **Insert:** "NRCan"
- **Section 2: Delete:** "Suppliers are required to" and **Insert:** "It is suggested that suppliers"
- **Subsection 1 of Section 8:** Delete entirely
- **Under Subsection 2 of Section 20:** Not applicable

2.2 Submission of Bids

It is the Bidders responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document:

NRCan.quebec_bid_soumission-quebec_bid_soumission.RNCan@canada.ca

The address above is reserved for the presentation of the proposals. No other communication must be sent there.

IMPORTANT

Write the following information in the "Subject" of the e-mail:

NRCan-5000033613 Inuvik Satellite Project, Indigenous Artwork

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

NRCan will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the proposal is submitted correctly to the above address. 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.

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.



2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy) in a separate file

Section III: Certifications (1 electronic copy)

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.

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 Appendix 2. The total amount of Applicable Taxes must be shown separately

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 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 1.

4.1.2 Financial Evaluation

Bidders should submit their financial bid on the document provided in Appendix 2 – Financial Proposal Form.

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 of 26 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 40 points.
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
	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

5.2.3 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 - SECURITY REQUIREMENTS

6.1 Security Requirements

There is no security requirement associated with this bid solicitation or any resulting contract.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 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*)

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2010B \(2016-04-04\)](#), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

- As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

7.3 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.

7.4 Security Requirements

7.4.1 There is no security requirement applicable to this Contract.

7.5 Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from date of Contract to June 29, 2018 inclusive

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Julia Pace
Title: Procurement Officer
Organization: Natural Resources Canada
Address: 1 Challenger Drive, Dartmouth, NS B2Y 4A2
Telephone: 902-426-7279
E-mail address: Julia.pace@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.

7.6.2 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.

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



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

7.7 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.

7.8 Payment

7.8.1 Basis of Payment – Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work in Annex A as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____. Customs duties are _____ included and Applicable Taxes are extra.

7.8.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. [\(Insert le amount of Limitation of Expenditure from 9.1\)](#) 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.

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.

7.8.3 Multiple Payments

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



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

7.8.4 Time Verification

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

7.9 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>

Please do not submit invoices using more than one method as this will not expedite payment.

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

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

7.10 Certifications

7.10.1 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.



7.11 Applicable Laws

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

7.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04), Professional Services (Medium Complexity).
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements
- (f) the Contractor's bid dated _____,

7.13 Foreign Nationals (Canadian Contractor)

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

7.14 Insurance

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive

7.15 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

SW.1.0 TITLE

Inuvik Satellite Project.

SW.2.0 BACKGROUND



The Inuvik Satellite Station Facility (ISSF) is owned by the Government of Canada (GoC) and managed by Natural Resources Canada (NRCan). It is located above the Arctic Circle in Inuvik, Northwest Territories, just off the Dempster Highway. This is approximately 3 km from the Mike Zubko Airport (YEV) and 10 km from Inuvik town center. There are four 13-metre wide remote sensing antennas at the ISSF.

SW.3.0 OBJECTIVES

The ISSF team wants to decorate their four 13-metre antennas with local Indigenous artwork. At this time, we have artwork for the first two satellite dishes. Depending on the timing of the installation, the remaining 2 pieces of artwork may be ready. The quote should be for two units with an option for the third and fourth units to be done at the same time or to be done in late spring 2018. The quote should also indicate the overall cost for installation of all 4 units if the fall weather becomes too cool for proper installation. In this case, the project would all move to late spring 2018.

SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Tasks, Deliverables, Milestones and Schedule

Produce graphics on media that can withstand harsh winter conditions. See Temperature chart included. Apply graphics to satellite dishes.. Instructions concerning which graphic is to be applied to which satellite dish will be provided. Installation to be done between “passes” as they will be in use during this time. Installation includes removal of existing graphic (only one has a graphic at this time), cleaning and prepping for installation on the identified/selected satellite dishes, and installation. A “lift” will be provided.

Specifics: Each satellite is 13 metres wide. Graphics coverage per satellite dish is as follows –

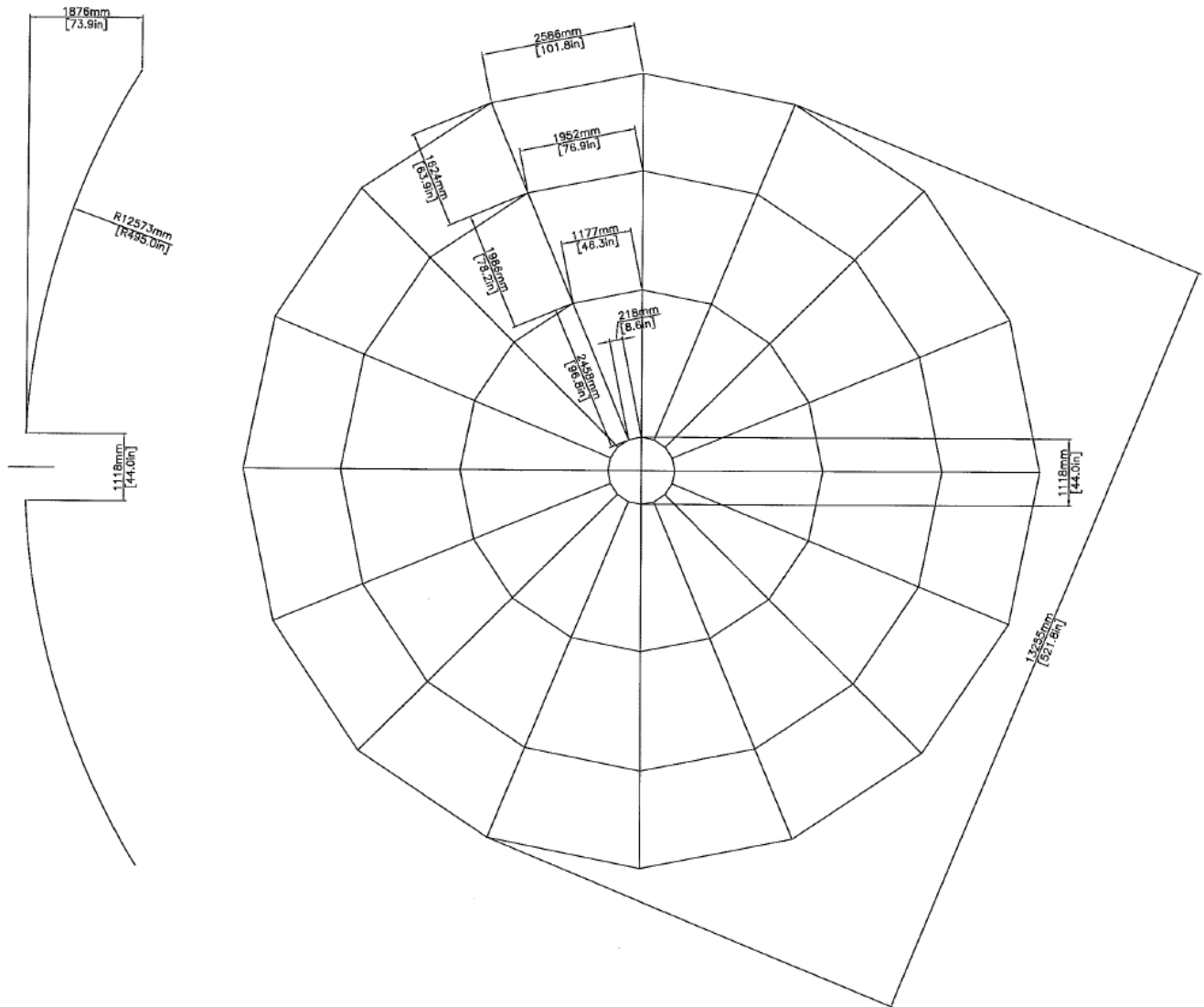
- A – 60%
- B – 55%
- C – 95%
- D – TBD



This information means that the rest of the satellite dish does not have graphics on them and that the cost for production should be based on this area.

There is an area in the centre of the satellite dish where no graphics are to be applied, as this is where a part of the structure is positioned.

The company behind the design and technology of the antenna provided the diagram below. The purpose is to better illustrate that the surface of the satellite is in sections and that the production/installation of the graphics needs to take that in to consideration.



SW.4.2 Required Resources: Personnel on-site must have prior experience dealing with application of decals outdoors (within the past 5 years, during Canada's fall and winter); prior experience dealing with installation of graphics on to multi-sectional/technical equipment.



Temperatures: the table below shows the temperature information for Inuvik and comes from the Government of Canada website. It is to provide a reference for the selection of the material used in the production process for the large format decals. It is also to provide supplementary information for the planning of the installation of the graphics.

1981 to 2010 Canadian Climate Normals station data														
Temperature														
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year Code	
Daily Average (°C)	-26.9	-25.5	-22.3	-11.8	0.4	11.6	14.1	11.0	3.9	-7.6	-21.1	-24.1	-8.2	C
Standard Deviation	4.7	4.8	3.4	3.9	3.2	1.3	2.0	1.9	2.0	2.6	4.6	3.6	3.5	C
Daily Maximum (°C)	-22.8	-20.9	-16.8	-6.3	5.2	17.7	19.5	16.0	7.9	-4.3	-17.1	-20.0	-3.5	C
Daily Minimum (°C)	-31.0	-30.1	-27.7	-17.4	-4.5	5.5	8.6	5.9	-0.1	-10.9	-25.0	-28.2	-12.9	C
Extreme Maximum (°C)	5.4	5.2	6.1	13.8	25.0	32.8	32.8	32.5	26.2	20.9	10.6	5.0		
Date (yyyy/dd)	1981/ 15	1989/ 25	1965/ 09	1995/ 27	1998/ 28	1999/ 17	2001/ 20	1994/ 02	1989/ 10	2003/ 02	1970/ 01	1973/ 31		
Extreme Minimum (°C)	-54.4	-56.7	-50.6	-46.1	-27.8	-6.1	-3.3	-6.1	-20.1	-35.0	-46.1	-50.0		
Date (yyyy/dd)	1975/ 12	1968/ 04	1964/ 14	1971/ 01	1961/ 06	1959/ 04	1966/ 29	1966/ 13	1983/ 26	1965/ 29	1963/ 24	1964/ 31		

SW.4.3 Reporting Requirements

Prior to the awarding of the contract, the material that is proposed for the production of the graphics will need to be reviewed (technical data sheets need to be provided) and it will be vetted with the company that built the satellite dish. Their approval on the material to be used is required. The type of material that would work would be Arlon 6000XRP or similar.

During the installation process, daily updates including pictures are required.

SW.4.4 Method and Source of Acceptance

All deliverables and services rendered under any contract are subject to inspection by the Project Authority and/or the appointed representative. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

SW.4.5 Specifications and Standards

Estimate length of time to produce the graphic decals; estimate length of time to install taking into consideration the location and that the work must be done between passes by the satellite dish. The satellite dishes will be functioning during installation, as it is not possible to take them off-line.

Project is considered complete when all provided artwork has been produced in the large format required for satellite dishes and all installation has been done. This will be supported with photos of the satellite dishes showing the correct and completed installation. This will be verified by the Project Authority/appointed representative.

SW.4.6 Technical, Operational and Organizational Environment

Situated above the Arctic Circle, the Inuvik satellite station is strategically positioned to track and receive data in real-time from polar-orbiting satellites for scientific, mapping, weather, surveillance and other purposes. This is the reality of the installation environment. Canada's weather in the north in early fall or late spring is the key



factor for the selection of production materials and the timing and execution of the installation process. Along with that scenario is that the satellite dishes will be functioning at this time.

Here is a typical day schedule. This information is for one of the satellite dishes on a particular day. It is not likely repeated every day as it is coordinated with the passing of a particular satellite. This is intended to show the extent of the interruptions of the passes on the installation process. During the times noted, the satellite dish is in action and cannot be access for installation. The movement of the satellite dish must not be hindered in any way. Schedules will be provided for the agreed upon time of installation.

- 00:57:38 to 1:00:27
- 2:35:48 to 2:39:27
- 4:10:44 to 4:19:00
- 04:53:59 to 05:07:47
- 7:28:09 to 7:37:56
- 13:13:52 to 13:22:39
- 17:46:03 to 17:54:46
- 21:06:31 to 21:14:33
- 22:45:06 to 22:48:17

Another factor during the installation process could be the proximity of bears and other dangerous wildlife. Extra situational awareness for safety would be justified. The town of Inuvik typically sends out announcements when there have been sightings. The Hunters and Trappers Association in Inuvik is (867) 777-3671.

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor's Obligations

In addition to the obligations outlined in Section 2 of this Statement of Work, the Contractor shall:

- Provide specifics with regards to the production media and a sample (to be approved by satellite builder)
- a proof for each of the artwork that is provided showing cut lines (minimum size 1 meter wide)
- contact information for site supervisor during installation
- daily updates with photos during installation

SW.5.2 NRCan's Obligations

- graphics in the format required for production
- a local contact from ISSF as well as from the Ottawa offices

SW.5.3 Estimated Period of the Contract

The estimated period of the contract is from the date of Contract Award to June 29, 2018.

SW.5.4 Location of Work, Work Site and Delivery Point

The work will be done at the Inuvik Satellite Station Facility (ISSF) in Inuvik, Northwest Territories. It is located just off the Dempster Highway - roughly 3 km from the Mike Zubko Airport (YEV) and 10 km from Inuvik town center.



SW.5.5 Insurance Requirements

See Part 6 and Part 7 for insurance requirements.



ANNEX "B" - BASIS OF PAYMENT

(to be completed at contract award)



ANNEX "C" – Insurance Requirements

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Natural Resources Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice*



*234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



APPENDIX “1” - 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.

Note: Bidders should provide sufficient details to demonstrate that they meet the requirement. NRCan reserves the right to verify any information provided.



Req. ID	Mandatory Requirement	Compliant (Yes/No)	Information Referenced at Proposal Page #	Comments
1	<p>The Bidder MUST provide two (2) written project summaries describing in detail their current and previous experience in the installation of large format decals outside in less than ideal weather conditions during the past five (5) years.</p> <p>Within each project summary provided, bidders must indicate:</p> <ol style="list-style-type: none"> 1. the name of the client organization; 2. a brief description of the scope of services provided; 3. the dates and duration of the project; 4. the dollar value of the project (to the Offeror); 5. a description of the installation challenges; 6. the material used to produce the decal graphics; 7. the total Offeror level of effort for the duration of the project; and 8. the name, address and telephone number of the client project authority to whom the Offeror reported. <p><i>NRCan reserves the right to contact the named client project authorities to verify the accuracy and veracity of each of the Bidders cited Project Summaries.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
2	<p>The proposed Site Supervisor MUST have at least three (3) years of experience with production and installation of large format graphics over the last seven (7) years.</p> <ol style="list-style-type: none"> 1. Bidders must include within their proposal a detailed curriculum vitae (CV) for the proposed site supervisor for this installation showing the proposed resource's work experience (indicated in years/months) in the installation of large format graphics; 	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
3	<p>The Bidder MUST include technical data sheets on the material proposed for the production of the graphics. The material will be vetted with the company that built the satellite dish and must approve of the material prior to the awarding of the contract.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		



Req. ID	Mandatory Requirement	Compliant (Yes/No)	Information Referenced at Proposal Page #	Comments

1.2 POINT RATED EVALUATION CRITERIA

Req. ID	Rated Requirement	Evaluation Criteria Scoring Method	Maximum Points Available	Bidder Score	Proposal Page #	Comments
RC1	<p>Project Summaries</p> <p>One of the two (2) submitted Project Summaries provided in response to Mandatory Requirement 1 will be evaluated against the proposed resources current and previous experience in successfully installing large format graphics outside and on the relevance, similarity and applicability to NRCan's requirement.</p> <p>The Project Summaries will be evaluated against the following factors:</p> <p>A. Demonstration of experience with and understanding of NRCan's desired outcomes for the production and installation of large format decals; B. Evidence that the production and installation services were provided on time, on budget and in accordance with the established project goals.</p>	<p>The Project Summaries will be evaluated against the following factors:</p> <p>A.</p> <ul style="list-style-type: none"> • 10 points for a complex level of installation of large format decals (not just a single plain flat surface at ground level but a curved, multi-sectioned surface outside in temperatures around five (5) degrees Celsius installed from a bucket lift) in the previous twelve (12) months; • 8 points for a complex level of installation of large format decals (not just a single plain flat surface at ground level but a curved, sectioned surface outside in temperatures around five (5) degrees Celsius installed from a bucket lift) in the previous two to five (2 – 5) years; • 6 points for a challenging installation (either single plain flat surface with graphics installed from a bucket lift OR curved, sectioned installation at ground level; both outside in temperatures hovering around five (5) degrees Celsius); • 2 points for installation of large format decals outside; <p>B.</p>	20			



Req ID	Rated Requirement	Evaluation Criteria Scoring Method	Maximum Points Available	Bidder Score	Proposal Page #	Comments
		<ul style="list-style-type: none">• 10 points for providing a reference letter from the client for the evaluated project specifying that the project was completed on time, on budget and in accordance with the established project goals.				
The bidder must obtain a minimum score of 26 points to be considered compliant out of a total points:			40			



APPENDIX “2” – FINANCIAL PROPOSAL FORM

FIRM PER DIEM RATE(S) (also known as daily rate)

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

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

A	B	C	D (BxC)
	Firm daily rates	Level of Effort (days)	Total estimate Costs for Professional Fees
Product graphics on media	\$		\$
Apply graphics to satellite dishes	\$		\$
Removal of existing graphic (one (1) dish only.	\$		\$
	\$		\$
	\$		\$
A- Estimated Total Price – Hourly Firm Rate :			\$

* LEVEL OF EFFORT PRESENTED HEREIN IS USED FOR EVALUATION PURPOSES ONLY AND IT’S NOT A COMMITMENT BY CANADA.

Any estimated level of effort specified in the Pricing Details detailed above is provided for financial proposal evaluation purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee nor as a commitment by NRCan to respect those estimated in any resulting contract.

2. Pre-Authorized Travel and Living Expenses

The Contractor will be paid for pre-authorized reasonable and proper travel and living expenses incurred by personnel directly engaged in the performance of the work, supported by appropriate receipts and calculated in accordance with the then current National Joint Council Directive on Travel and Living Expenses, (website: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) without allowance thereon for overhead or profit. All payments are subject to government audit. **All travel must have prior authorization of the Project Authority.**

B – Estimated Total Price for Travel and Living Expenses:	\$ _____
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3. Price of the bid – subject to a limitation of expenditure

A - Estimated Total Price – Hourly Firm Rate	\$ _____
B - Estimated Total Price for Travel and Living Expenses:	\$ _____
A + B = Total Tendered Price for financial proposal evaluation (taxes extra) :	\$ _____

** FOR ANY ERRORS IN THE CALCULATION, THE PER DIEM RATE SCHEDULE WILL BE UPHELD.