



Return Bids to :

Retourner Les Soumissions à :
 Natural Resources Canada – Ressources naturelles Canada
 Bid Receiving Unit – Loading Dock Access
 Unité de réception des soumissions, Accès au quai de chargement
 588 rue Booth Street
 Ottawa, Ontario
 K1A 0E4

Attention: **Daniel Burley**

**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

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

**Issuing Office – Bureau de distribution
 Finance and Procurement Management Branch
 Natural Resources Canada
 580 Booth Street, 5th Floor
 Ottawa, Ontario K1A 0E4**

Title – Sujet Installation, ongoing operations and maintenance of a Photovoltaic System	
Solicitation No. – No de l’invitation NRCan- 5000054324	Date August 21, 2020
Requisition Reference No. - N° de la demande 5000054324	
Solicitation Closes – L’invitation prend fin at – à 02:00 PM on – le September 4, 2020	
Address Enquiries to: - Adresse toutes questions à: Daniel Burley Daniel.Burley@canada.ca	
Telephone No. – No de telephone (343)-543-7809	Fax No. – No. de Fax N/A
Destination – of Goods and Services: Destination – des biens et services: Natural Resources Canada ICAN Station, Inuvik Satellite Station Facility PO 1252 Inuvik NT, X0E 0T0 Canada	
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)	
<hr/>	<hr/>
Signature	Date



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 5

1.1 INTRODUCTION.....5

1.2 SUMMARY5

1.3 SECURITY REQUIREMENTS5

1.4 COMPREHENSIVE LAND CLAIMS AGREEMENT(S)5

1.5 DEBRIEFINGS5

PART 2 - BIDDER INSTRUCTIONS 6

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS6

2.2 SUBMISSION OF BIDS.....6

2.3 ENQUIRIES - BID SOLICITATION.....7

2.4 APPLICABLE LAWS.....7

2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD7

PART 3 - BID PREPARATION INSTRUCTIONS..... 8

3.1 BID PREPARATION INSTRUCTIONS8

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 9

4.1 EVALUATION PROCEDURES.....9

4.2 BASIS OF SELECTION.....9

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 11

PART 6 - SECURITY REQUIREMENTS..... 16

6.1 SECURITY REQUIREMENTS16

PART 7 - RESULTING CONTRACT CLAUSES 17

7.1 STATEMENT OF WORK.....17

7.2 STANDARD CLAUSES AND CONDITIONS.....17

7.3 DISPUTE RESOLUTION.....17

7.4 SECURITY REQUIREMENTS18

7.5 TERM OF CONTRACT18

7.6 COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAs).....18

7.7 AUTHORITIES19

7.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS19

7.9 PAYMENT20

7.10 INVOICING INSTRUCTIONS21

7.11 CERTIFICATIONS22

7.12 APPLICABLE LAWS.....23

7.13 PRIORITY OF DOCUMENTS23

7.14 INSURANCE23

7.15 CONTRACT ADMINISTRATION23

ANNEX “A” - STATEMENT OF WORK..... ERROR! BOOKMARK NOT DEFINED.

ANNEX “B” - BASIS OF PAYMENT..... 29



APPENDIX “1” - EVALUATION CRITERIA	30
APPENDIX “2” – FINANCIAL PROPOSAL FORM.....	34
APPENDIX “3” – INDEGENIOUS BENEFIT PLAN.....	36



The Articles contains in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal 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.

Bidders with concerns regarding the provisions of the Bid Solicitation document (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 and the Basis of Payment.

The Appendixes include the Evaluation Criteria, the Financial Proposal Form and the Indigenous Benefits Plan.

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders for the Installation, ongoing operations and maintenance of a Photovoltaic System at the Canada Centre for Mapping and Earth Observation ICAN satellite station – Inuvik Satellite Station Facility.

1.3 Security Requirements

There are no security requirements associated with this requirement.

1.4 Comprehensive Land Claims Agreement(s)

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

- Gwitch'in Comprehensive Land Claim Agreement
- Inuvialuit final agreement

1.5 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](#) (2018-05-22) 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 – Integrity Provisions – Bid):

DELETE: Public Works and Government Services Canada (PWGSC)

INSERT: Natural Resources Canada (NRCan)

In Section 2 – Procurement Business Number:

DELETE: “Suppliers are required to”

INSERT: “It is suggested that suppliers”

In Section 5.4 – Submission of Bids:

DELETE: sixty (60) days

INSERT: one hundred and twenty (120) days

In Section 8.1 – Transmission by Facsimile:

DELETE: 819-997-9776

INSERT: Bids not accepted by fax

In Section 20.2 – Further Information:

DELETE: in its entirety, not applicable

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:

Daniel.Burley@canada.ca

*****Due to COVID-19 we will now only be accepting bids electronically. Bidders must phone **343-543-7809** to confirm bid receipt immediately after they've submitted their bid. As there is more work being completed remotely, it is vital to ensure you call and speak with the contract authority to advise you have submitted a bid and It has been received.***

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.



It is the Bidders responsibility to ensure that proposals are sent by the time and date indicated on page 1 of this RFP document.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 8 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 the Northwest Territories.

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



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 (1 electronic copy)
- Section II: Financial Bid (1 electronic copy) in a separate file and document
- 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.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for successfully carrying out the work as described in the Annex "A" – Statement of Work".

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

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

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

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix "2". The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications as per Part 5.

Section IV: Additional Information

Bidders must complete and submit the Indigenous Benefits Plan in Appendix "3".



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 A – Technical Evaluation Criteria.

4.1.2 Financial Evaluation

Mandatory financial evaluation criteria are included in Appendix B – Financial Proposal Form.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Indigenous Benefits Plan (45%), Technical Merit (30%), Price (25%)

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria;
2. Bids not meeting (a) or (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of Indigenous Benefits Plan technical merit and price. The ratio will be 45 % for the Indigenous Benefits Plan, 30% technical merit and 25 % for the price. Example below
4. To establish the Indigenous Benefits Plan 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 45 %.
5. 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 30 %.
6. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25 %.
7. For each responsive bid, the Indigenous Benefits Plan, technical merit score and the pricing score will be added to determine its combined rating.
8. 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 Indigenous Benefits Plan, 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 45/30/25 ratio of Indigenous Benefits Plan, 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 IBP (45%) Technical Merit (30%) and Price (25%)				
		Bidder 1	Bidder 2	Bidder 3
Overall IBP Score		30/50	35/50	40/50
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	$115/135 \times 30 = 25.11$	$89/135 \times 30 = 19.78$	$92/135 \times 30 = 20.44$
	Pricing Score	$45/55 \times 25 = 20.45$	$45/50 \times 25 = 22.50$	$45/45 \times 25 = 25$
	IBP Score	$30/50 \times 45 = 27$	$35/50 \times 45 = 31.50$	$40/50 \times 45 = 36$
Combined Rating		72.56	73.78	81.44
Overall Rating		3rd	2nd	1st



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders should 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 should 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.



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There is no security requirement associated with this requirement 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 described in the Contract, including the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____. (*to be completed at contract award*), in accordance with, and at the prices set out in, the Contract. As part of the Work, the Contractor must: As part of the Work, the Contractor must:

7.1.1 secure all consents and intellectual property rights (including licensing rights) that may be necessary in order to deliver the Services;

7.1.2 design, provide, manage, configure, support and maintain all the hardware, software and firmware it uses to deliver the Services as required to meet all the requirements of the Contract. Canada acknowledges that the Contractor retains ownership (or is the licensee, as the case may be) for all hardware, software and firmware that the Contractor uses to perform the Work to provide Services, with the exception of:

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>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2035 (2018-06-21), 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).

2030 (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

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

There is no security requirement applicable to this Contract.

7.5 Contract Period and Options

7.5.1 Contract Period

The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

1. the "Initial Contract Period", which begins on the date when the Contract is awarded and ends 25 year(s) later; and
2. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

7.5.2 Socio-Economic Benefits

If the Contractor determines that there are no opportunities for socio-economic benefits, the rationale must be submitted to Canada and to the satisfaction of the Contracting Authority. Otherwise, the Contractor must complete the reporting templates in the Statement of Work.

The Contractor must provide a detailed report on the Indigenous Benefits before 31 December of each year or otherwise specified by the Contracting Authority.

7.6 Comprehensive Land Claims Agreements (CLCAs)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- **Gwich'in**
- **Inuvialuit**



7.6 Payment Holdbacks – Indigenous Benefits Plan

Payments may be held back if deemed by the contract authority, that the IBP isn't being adhered to.

7.7 Authorities

7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Daniel Burley**
Title: Procurement Specialist
Organization: Natural Resources Canada
Address: 580 Booth Street
Ottawa, Ontario, K1A 0E4
Telephone: (343) 543-7809
E-mail address: Daniel.Burley@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.

7.7.2 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.

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

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

7.8 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.

7.9 Payment

7.9.1 Basis of Payment – Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, *if applicable* as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are *included* and Applicable Taxes are extra.

7.9.1.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are _____ (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.9.1.2 Economic Price Adjustment

The firm monthly maintenance rate detailed in the Basis of Payment will be adjusted annually starting on Year 6 of the Contract, and annually thereafter, by an amount established based on the percentage change in the annual average CPI for Yellowknife, NWT, All-Items (Not Seasonally Adjusted), published in Statistics Canada Table No. 18-10-0005-01, for the two calendar years immediately preceding the start date of the adjustment period.

Example:

Contract Start Date: July 21, 2020

Contract Year 6 Start Date: July 21, 2025

At the start of Year 6 of the Contract (i.e. July 21, 2025), the firm monthly maintenance rate for Year 5, as stated in the Basis of Payment,, would be increased by 2.2% based on the following formula and assumptions.



$[(\text{Average Annual CPI 2024} - \text{Average Annual CPI 2023}) / (\text{Annual Average CPI 2024})] * 100$

Average Annual CPI 2024 = 147.8

Average Annual CPI 2023 = 144.6

Result: $[(147.8 - 144.6) / 147.82] * 100 = 2.2\%$

To determine the Year 7 firm monthly maintenance rate, the Year 6 rate calculated above would be adjusted using the same Statistics Canada Table and same formula with data for the 2025 and 2024.

7.9.1.3 Competitive Award

The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

7.9.2 Method of Payment

Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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;

7.10 Invoicing Instructions

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

<p><u>E-mail:</u></p> <p>nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@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>

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: **(to be inserted at contract award)**

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



7.10.1 The Contractor must submit invoices in accordance with the information required in the General Conditions, as well as the requirements set out below.

7.10.2 The Contractor must bill on a monthly basis (i.e., a cycle that does not exceed 31 days). If the Contractor does not bill on the basis of a calendar month, the Contractor must obtain the Contracting Authority's written approval of its billing cycle within 30 FGWDs of Contract award. Once the Parties have agreed on a billing cycle, the Contractor must not change the billing cycle without the Contracting Authority's written approval. All Service Credits must be applied on a monthly basis that matches the billing cycle, so that the Service Credits that accrue during one billing cycle are reflected in the invoice for the next billing cycle. All references to a month or a monthly basis in this Contract regarding billing, invoicing or Service Credits will be interpreted as referring to the Contractor's billing cycle approved in accordance with this paragraph.

7.10.3 By submitting invoices, the Contractor is certifying that the services have been provided and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

7.10.4 The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.

7.10.5 **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.

7.11 Representations, Warranties & Certifications

7.11.1 Representations and Warranties

The Contractor has made statements in the proposal that has resulted in the award of this Contract in relation to its experience and expertise. The Contractor represents and warrants that all such statements are true and acknowledges that Canada has relied on such statements in awarding this Contract to the Contractor. The Contractor further represents and warrants that it has, and at all times during the Contract period will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with this Contract, and has previously performed similar services for other customers.

7.11.2 Verification of Certifications

In the proposal the Contractor submitted in response to the solicitation that resulted in this Contract. The Contractor provide certain certifications to Canada. The Contractor represents and warrants that all such certifications are true on the date of this Contract and shall remain true throughout the Contract Period. Canada is entitled to verify such certifications throughout the Contract Period. If the Contractor does not comply with any certification, or it is determined that any certification made by the Contractor in its proposal is or was untrue, whether made knowingly or unknowingly, Canada shall have the right, pursuant to the default provisions of this Contract, to terminate the Contract for default.

7.11.3 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.

7.12 Applicable Laws

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

7.13 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions 2035 (2018-06-21), Higher Complexity – Services & 2030 (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.
- c) Annex “A”, Statement of Work;
- d) Annex “B”, Basis of Payment;
- e) the Contractor's bid dated _____, not including:
 - a. any software publisher license terms and conditions that may be included in the bid;
 - b. any provisions in the bid with respect to limitations on liability, and

7.14 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.

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

1. Introduction

The Canada Centre for Mapping and Earth Observation (CCMEO) of Natural Resources Canada (NRCan) has a requirement to access a photovoltaic system to reduce greenhouse gas emissions and energy costs in support of its operations at the Inuvik Satellite Station Facility (ISSF).

2. Scope

CCMEO desires to have its ICAN control cabin at the ISSF connected to a photovoltaic system that will provide 90 kW AC to ICAN equipment, the ICAN1 antenna and its support infrastructure.

3. Objective

The objective of this initiative is to incorporate the use of renewable energy into the CCMEO operations at the ISSF.

The Contractor must provide access to an on-site photovoltaic system that will provide 90kW AC electrical power to the ICAN control cabin main electrical circuit.

The objective of this document is to:

1. provide a high level overview of CCMEO's ICAN operations at the ISSF; and
2. describe service requirements for this procurement.

4. Background

CCMEO owns and operates a remote sensing satellite station at the ISSF near Inuvik, Northwest Territories. Appendix 1 contains the site layout of the ISSF. CCMEO operations include an antenna and a control cabin, which houses electronic equipment used in satellite data collection and communication. The control cabin employs a backup power system, consisting of a 320kW uninterruptable power supply and 500kVA generator, the latter which is located exterior to the control cabin in a separate building.

Operations at the ISSF consume considerable volumes of electricity year round, particularly in the summer months when increased cooling is required. The table below shows electricity consumption and associated costs to CCMEO for operations at the ISSF during 2018.

Month	Consumption (kWh)	Cost (\$)
January	32,880	25,327
February	31,440	24,246
March	31,440	24,246
April	28,560	22,086
May	25,920	20,408
June	29,040	22,787
July	28,800	22,652
August	27,360	21,522
September	25,680	20,183
October	29,280	22,932
November	29,280	22,913
December	31,440	24,562

Table 1: Annual Utility Consumption and Cost (2018)



In 2017, NRCan's CanmetENERGY group conducted an energy audit of CCMEO's operations at the ISSF. The auditors identified energy efficiency measures based on first reducing loads, then recovering heat and ultimately using energy efficient equipment. They proposed short, medium and long-term measures and estimated energy savings. As a final step in the energy audit, the auditors assessed the use of an on-site photovoltaic (PV) system for renewable electricity production at the ISSF. They recommended the ICAN control cabin as an excellent candidate for the adoption of PV to offset greenhouse gas emissions and reduce direct and indirect (through utility) the overall fossil fuel consumption at the ISSF.

CCMEO has implemented the efficiency measures proposed in the CanmetENERGY audit and is ready to act on the implementation of renewable energy at its ICAN facility. This supports Government of Canada priorities to adopt clean energy and innovative energy solutions, and to reduce the greenhouse gas emissions particularly in its facilities.

The CanmetENERGY report can be made electronically available upon request to the Contracting Authority.

5. Requirements

5.1 Photovoltaic System

The Contractor must provide access to an on-site photovoltaic system that will provide 90kW AC electrical power to the ICAN control cabin main electrical circuit.

The installed PV system must not disrupt operational functionality of the ICAN control cabin and operations of the satellite ground station infrastructure.

To provide the requested service, the Contractor must install and integrate a PV system that:

1. delivers electricity to the systems connected to the main building electrical feed at the ICAN control cabin;
2. delivers 90kW AC at peak potential under clear, sunny sky conditions;
3. is monitored daily for performance via dedicated internet link supplied by the Contractor;
4. does not disrupt utility and uninterruptable backup power systems throughout the term of the contract;
5. does not require the contractor to modify the existing electrical circuit beyond the main feed;
6. does not require the contractor to modify any of the existing infrastructure associated with the ICAN control cabin, generator shed or surrounding antennas and ground works, inclusive of existing trenched cables, nor the access to same;
7. is designed and installed in accordance with required regulations, appropriate permits and certifications as required in the Northwest Territories;
8. is located south and south west of the ICAN control cabin;
9. does not disrupt existing flora, apart from necessary initial clearing and seasonal control of growth; and,
10. will be removed without disruption to pre-existing infrastructure and flora upon completion of the contract or at the time CCMEO and the Contractor agree to end their agreement.

5.2 Photovoltaic System Maintenance

The Contractor must develop and deliver a maintenance plan complete with safety and security and risk mitigation measures for the contractual life of the installed PV system, including emergency contingencies. Canada will review the draft plan. This review will provide comments and require the Contractor to modify the plan before Canada accepts the plan.



The Contractor must maintain the PV system, keeping the PV array level, panels clean and free of snow and the system and its enclosure in a state as defined and required by regulations and codes applicable in the Northwest Territories.

The Contractor must respond on-site to emergency service calls within eight (8) hours of notification. Notification will be completed via telephone and email to the designated emergency contacts.

5.3 Photovoltaic System Performance Data Reporting

The Contractor must monitor the ongoing operations of the PV system to address the systems performance. Live meter and inverter data must be shared with CCME0 via internet link supplied by the Contractor.

Performance data must include:

1. The total daily and monthly electricity in kilowatt hours produced by the PV system;
2. The total daily and monthly electricity consumed in kilowatt hours by the ICAN facility to which the PV system is connected to; and,
3. The total monthly savings in dollars pegged to the government customer utility price per kW hour posted by the Northwest Territories Power Corporation for the month being reported on.

A record of monthly performance must be provided electronically to CCME0 by the 10th day of the following month and must include a report on completed maintenance, any mitigation undertaken and maintenance plans for the following month.

6. Risk Management and Mitigation

The Contractor must develop a risk management and mitigation plan to offset risk associated with:

- design, maintenance, function, yield as related to cost/benefit of the PV system operation; and
- changes in legislation and/or regulation which could affect the initial concept and operation of the PV system.

7. Milestones and Deliverables

The Contractor must deliver Goods and Services in accordance with the following schedule.

Milestone #	Deliverable(s)	Deliverable Date
1	Kick-off meeting	Within one week of contract award
2	Delivery of DRAFT Work Plan for Installation and Maintenance of PV system for obtaining Canada's comments and approval	10 Days after Kick-off meeting
3	Comprehensive Work Plan for Installation and Maintenance of the PV system	5 Days after DRAFT Work Plan Approval
4	Installation of PV system	Within one month of submitting Work Plan (TBD)
5	Activation of the PV system	Within 15 days of Installation



Deliverable		Deliverable Date
1	Monthly Maintenance PV System	Monthly
2	Monthly Reporting (Section 5.3)	10 th day of following month

8. Applicable Documents

The following documents are available to support this Statement of Work and are available upon request to the Contracting Authority:

Document 1	Site Layout of the ISSF
Document 2	Single line diagram overview of electrical service at ICAN
Document 3	Inuvik Satellite Station – Energy Audit Final Report

9. Location of Work

The work will be performed at CCMEO’s ICAN area at the ISSF in Inuvik, NWT. The ISSF is a secure site. Contracted workers will be under CCMEO escort at all times during regular working hours.

10. Performance Monitoring

The ISSF Station Manager will be responsible for acceptance of installation, connectivity and activation of the PV system work, and ongoing oversight of work associated with maintenance of the PV system.

11. Regulatory Framework

The Contractor must perform all work in accordance with applicable municipal, territorial and federal codes, regulations and legislation including permitting, training, workplace safety and security, and labour practices.

The Contractor must obtain all necessary compliance documentation, including permits and submit these to Canada prior to the commencement of the PV system’s installation. Failure to obtain all of the necessary compliance documentation will result in the termination of the contract for default.

12. Reporting on Socio-Economic Benefits

CCMEO requires the Contractor to provide socio-economic benefits to:

1. Indigenous beneficiaries and participants of Comprehensive Land Claims Agreements in effect in Inuvik; and,
2. local Inuvik residents.

If the Contractor determines that there are no opportunities for socio-economic benefits, the rationale must be submitted to Canada and to the satisfaction of the Contracting Authority. Otherwise, the Contractor must complete the reporting templates below.

The Contractor must provide a detailed report on the socio-economic before 31 December of each year or otherwise specified by the Contracting Authority.



A) Sub-Contracting – Service Requirement

Actual Benefits – Indigenous Benefits Plan				
Employee/Firm	\$	Hours Worked	Total Salary	Service Category

B) Employment Indigenous Labour

Actual Benefits – Indigenous Benefits Plan				
Employee	Rate of Pay	Hours Worked	Total Salary	Job Category

C) On-the-Job Training, Skills Development, Apprenticeship

Actual Benefits – Indigenous Benefits Plan				
Employee	Rate of Pay	Hours Worked	Total Salary	Job Category



ANNEX "B" - BASIS OF PAYMENT

(to be completed at contract award)



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.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	<p><i>The Bidder <u>must</u> have experience as the Turn-key Contractor in the preparation and maintenance of lands for development in high arctic climatic conditions within last five (5) years. Project example (s) to be provided with the following information:</i></p> <ul style="list-style-type: none"> <i>a) Description of the project</i> <i>b) Period of the project (ex.: from April 2017 to March 2018)</i> <i>c) Location of the project</i> 		
M2	<p><i>The Bidder’s proposed Design Prime Consultant must have experience on designing and installing photovoltaic array energy systems larger than 100kW in high arctic climatic on conditions within the last five (5) years. Project example (s) to be provided with the following information:</i></p> <ul style="list-style-type: none"> <i>a) Description of the project</i> <i>b) Period of the project (ex.: from April 2017 to March 2018)</i> <i>c) Location of the project.</i> <i>d) Proposed resource CV</i> 		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M3	<p><i>The Bidder <u>must</u> propose a plan and methodologies for contributing to social and economic development in the Inuvik region. This plan will describe the approach inclusive of strategies to provide and maintain tangible, long-term, beneficial involvement of either Indigenous group in this project.</i></p> <p>All aspects of the Indigenous Benefits Plan should be provided in sufficient detail to allow NRCan to assess the quality and value of the Indigenous Benefits proposed.</p> <p>Appendix 3 provides more details.</p>		
M4	<p><i>The bidder <u>must</u> provide a detailed description as to how the requirements of the project will be met and how the bidder proposes to execute the work. The following information should be included in the response to this criteria:</i></p> <ul style="list-style-type: none"> <i>a. photovoltaic system specifications/characteristics;</i> <i>b. installation methodologies and phases;</i> <i>c. net savings (\$) to client;</i> <i>d. reduction in greenhouse gas emissions;</i> <i>e. regulatory details (for example: permitting, environmental);</i> <i>f. project management and client engagement.</i> <i>g. implementation approach</i> <i>h. guarantee of emergency equipment/system service response time of less than 12 hours.</i> <p><i>As part of its implementation approach, the bidder should identify potential risks, constraints or issues it foresees in executing the project, and an indication of their probability of occurrence and severity if realized. Risk mitigations or contingency plans should be provided for any major risk items.</i></p> <p><i>As part of its implementation approach, the bidder should identify potential risks, constraints or issues it foresees in executing the project, and an indication of their probability of occurrence and severity if realized. Risk mitigations or contingency plans should be provided for any major risk items.</i></p>		

1.2 EVALUATION OF RATED CRITERIA

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria.

Proposals must achieve the stated minimum points required overall for the rated criteria to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.



Proposals will be evaluated based on the following criteria:

Req. ID	Rated Requirement	Evaluation Criteria Scoring Method	Maximum Points Available
RC1	<p>Proposed key team personnel and experience. <i>The following information should be included in the response to this criteria:</i></p> <ul style="list-style-type: none"> • Description of overall team and structure, roles and responsibilities, reporting relationships (chart) • Examples of past approaches or experience which have had similar proposed team structures; • Prior experience that the proposed Team Members have had working together; • Curriculum Vitae of each key team personnel. <p>Note:</p> <ul style="list-style-type: none"> - the CV should include Certification or Professional Accreditation and any experience in Turnkey installation and responsibilities on past projects. - Key team personnel are: <ul style="list-style-type: none"> a) Project Manager b) Site Superintendent c) Lead Prime Design Consultant 	<p>2 points for point they are able to demonstrate the ability to support.</p>	8 points
RC2	<p>The Bidder shall provide a Work Breakdown Structure (WBS) with deliverables, demonstrating how the bidder plans to execute the project. <i>The following information should be included in the response to this criteria</i></p> <ul style="list-style-type: none"> • A Gantt Chart corresponding with the WBS showing the phases of the overall project i.e. design, construction, post-construction, sequence of main activities and deliverables (detailed schedule, design stages, resource plan, permits, 	<p>2 point for the WBS 5 points for Gantt Chart 3 points for milestones of triggers to monitor scope, risk, and schedule.</p>	10 points



Req. ID	Rated Requirement	Evaluation Criteria Scoring Method	Maximum Points Available
	<p>inspections, regulatory compliance, etc.). Include submission review times by NRCan.</p> <ul style="list-style-type: none"> Indicate the milestones of triggers to monitor scope, risk and schedule. <p>(The WBS and Gantt chart should address all phases of work including design, installation and commissioning of the photovoltaic system; project management; and implementation of the options. For the purposes of preparing the Gantt chart, assume that the options will be exercised to allow all work to be executed without interruption.)</p>		
RC3	<p>The Bidder shall describe the methods/processes that the Turnkey Contractor will implement regarding the following services:</p> <ul style="list-style-type: none"> Management and Control of Scope; Schedule Management; Quality management; Project Risk management (identify risks); Environmental Control and waste Management in high arctic environment; Turnkey Contractors decision making structure and response time; Sub-Trade management Plan; Commissioning and Warranty Assurance Plan; Site Safety Management and compliance with Safety Regulations in the high arctic environment; and Lines of communication and reporting relationship with stakeholders. 	<p>1 point for each point they are able to demonstrate the ability to support.</p>	<p>10 points</p>
Total:			<p>28 points</p>



APPENDIX “2” – FINANCIAL PROPOSAL FORM

1. Fees

The all-inclusive firm monthly rate for the completion of this project is in Canadian funds and does not include applicable taxes:

*The cost/fee for installation, if applicable, will be absorbed within the maintenance & operational monthly fees.

A	B	C	D (BxC)
Description	Firm Monthly Rate **	Level of Effort	Total estimate Costs for Professional Fees
Year 1. Maintenance and Operational Fee (Monthly)	\$	12 Months	\$
Year 2. Maintenance and Operational Fee (Monthly)	\$	12 Months	\$
Year 3. Maintenance and Operational Fee (Monthly)	\$	12 Months	\$
Year 4. Maintenance and Operational Fee (Monthly)	\$	12 Months	\$
Year 5. Maintenance and Operational Fee (Monthly)	\$	12 Months	\$
A- Estimated Total Price:			\$

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

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

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.

Pricing may not fluctuate more than 2% year to year. Failing to adhere to this will result in a bid being deemed non-compliant.

2. Economic Price Adjustment

The firm monthly maintenance rate detailed in the Basis of Payment will be adjusted annually starting on Year 6 of the Contract, and annually thereafter, by an amount established based on the percentage change in the annual average CPI for Yellowknife, NWT, All-Items (Not Seasonally Adjusted), published in Statistics Canada Table No. 18-10-0005-01, for the two calendar years immediately preceding the start date of the adjustment period.

Example:

Contract Start Date: July 21, 2020
 Contract Year 6 Start Date: July 21, 2025



At the start of Year 6 of the Contract (i.e. July 21, 2025), the firm monthly maintenance rate for Year 5, as stated in the Basis of Payment,, would be increased by 2.2% based on the following formula and assumptions.

*$[(\text{Average Annual CPI 2024} - \text{Average Annual CPI 2023}) / (\text{Annual Average CPI 2024})] * 100$*

Average Annual CPI 2024 = 147.8

Average Annual CPI 2023 = 144.6

*Result: $[(147.8 - 144.6) / 147.82] * 100 = 2.2\%$*

To determine the Year 7 firm monthly maintenance rate, the Year 6 rate calculated above would be adjusted using the same Statistics Canada Table and same formula with data for the 2025 and 2024.



APPENDIX “3” – INDEGENOUS BENEFIT PLAN

Indigenous Benefits Plan – Requirements

1. Preamble

This procurement is subject to the Gwich'in Comprehensive Lands Claim Agreement, and Inuvialuit Final Agreement. The contract contains a requirement for the provision of benefits to Indigenous Peoples and/or Indigenous Businesses who are parties to the identified CLCAs.

2. Scope of Document

This document provides details on the Crown's requirements and Contractor's obligations under the Contract regarding Indigenous Benefits.

3. Indigenous Benefits Plan

As part of the Bid Submission, the Contractor shall include an Indigenous Benefits Plan. The Indigenous Benefits Plan shall include a clear statement of the Indigenous Benefits that the Bidder proposes to provide to Indigenous Peoples and/or Indigenous Businesses of the Gwich'in Comprehensive Land Claim, and/or Inuvialuit Comprehensive Land Claim areas. The Contractor must provide at least the minimum benefits identified in their proposal. The Indigenous Benefits are subject to the capacity of Gwich'in or Inuvialuit businesses to participate.

The Indigenous Benefits Plan shall include at least one of the following:

3.1 Indigenous Subcontracting Plan

An Indigenous Business Plan that details how the Contractor, intends to maximize the use of Gwich'in, and/or Inuvialuit businesses for the ongoing maintenance of the Photovoltaic System, including but not limited to maintenance, including repair, snow removal, emergency service calls, and other services as required do deliver Work under the Contract. The Indigenous Business Plan shall identify the work to be carried out by Gwich'in, and/or Inuvialuit businesses, as well as the dollar value and expected duration of the subcontracted work.

3.2 Indigenous Employment Plan

An Indigenous Employment Plan that details how the Contractor, intends to maximize the use of Indigenous employment from the Comprehensive Land Claim Settlement areas of the Gwich'in, and/or Inuvialuit related to ongoing maintenance of the Photovoltaic System, including but not limited to maintenance, including repair, snow removal, emergency service calls, and other services as required. The Indigenous Employment Plan shall address how employment of Indigenous people will be managed, as well as the dollar value.

4. Required Detail

All aspects of the Indigenous Benefits Plan shall be provided in sufficient detail to allow the Crown to assess the quality and value of the Indigenous Benefits proposed, and also the probability of meeting the objectives contained therein.



Annex C

INDIGENOUS BENEFITS PLAN (IBP)

Evaluation and Assessment of IBP Guarantee

For a bid to be assigned points for representations made in respect of any IBP bid criteria, the bidder must provide proof with their bid to demonstrate how they will meet the objective of each criterion. Bidders may use the attached GUARANTEE TABLES to supplement the IBP submission provided in their bid.

Proof of reasonable efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their IBP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable Canada to complete its evaluation. Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Canada reserves the right to verify any information provided in the IBP and that untrue statements may result in the tender being declared non-responsive.

**INDIGENOUS BENEFITS PLAN CRITERIA /
IBP)**

ITEM	<p style="text-align: center;">CATEGORY</p> <p style="text-align: center;">CA's – If a specific area for Tlicho has been identified, insert text here. <u>"Area of the Contract"</u> is used for Tlicho requirements for which INAC provides an additional area of coverage for the areas negatively impacted by Giant Mine.</p>	Available Points												
3.0	This procurement is subject to the Gwich'in Comprehensive Land Claims Agreement and the Inuvialuit Final Agreement. Canada reserves the right to confirm validity of all declarations / guarantees.													
3.1	HEAD OFFICE: Bidders are requested to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area covered by the identified CLCAs .	/5												
3.2	<p>TRAINING: Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for participants and beneficiaries of the Gwich'in Comprehensive Land Claims Agreement and the Inuvialuit Final Agreement at no additional cost to Canada under this Contract. "Training and Apprenticeship" is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process.</p> <p>To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Indigenous training hours, with the proposal committing to the highest number of training hours receiving full points, rounded to the nearest whole number.</p> <table border="1" data-bbox="240 1646 1386 1829"> <thead> <tr> <th></th> <th>Bidder 1</th> <th>Bidder 2</th> <th>Bidder 3</th> </tr> </thead> <tbody> <tr> <td>Total number of Indigenous training hours proposed</td> <td>20 hours</td> <td>35 hours</td> <td>60 hours</td> </tr> <tr> <td>Calculation of points</td> <td>20/60 = 33% of total points available, 3/10</td> <td>35/60 = 58% of total points available, 6/10</td> <td>60/60 = 100 % of total points available, 10/10</td> </tr> </tbody> </table> <p>*** Holdback Conditions will apply to this criterion</p>		Bidder 1	Bidder 2	Bidder 3	Total number of Indigenous training hours proposed	20 hours	35 hours	60 hours	Calculation of points	20/60 = 33% of total points available, 3/10	35/60 = 58% of total points available, 6/10	60/60 = 100 % of total points available, 10/10	/10
	Bidder 1	Bidder 2	Bidder 3											
Total number of Indigenous training hours proposed	20 hours	35 hours	60 hours											
Calculation of points	20/60 = 33% of total points available, 3/10	35/60 = 58% of total points available, 6/10	60/60 = 100 % of total points available, 10/10											



3.3	<p>LABOUR: This section applied to the employment of onsite Indigenous in the course of performing Work under the Contract.</p> <p>Bidder will be evaluated on their firm guarantee to use onsite Gwich'in participants and/or Inuvialuit beneficiaries in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff.</p> <p>Percentages should be supported by list of specific positions that may or will be staffed by onsite Indigenous peoples. Onsite Indigenous employment will be confirmed during activities based on supporting documentation provided by the Contractor and review of Departmental Representative statistics records on Indigenous labour on site.</p> <table border="0"> <tr> <td>0 - 25% - of total labour hours</td> <td>0 - 10 points</td> </tr> <tr> <td>26 - 50% - of total labour hours</td> <td>11- 20 points</td> </tr> <tr> <td>51 - 75% - of total labour hours</td> <td>21 – 30 points</td> </tr> <tr> <td>76 - 90% - of total labour hours</td> <td>31 – 40 points</td> </tr> <tr> <td>91% - 100% - of total labour hours</td> <td>41 - 45 points</td> </tr> </table> <p>*** Holdback Conditions will apply to this criterion.</p>	0 - 25% - of total labour hours	0 - 10 points	26 - 50% - of total labour hours	11- 20 points	51 - 75% - of total labour hours	21 – 30 points	76 - 90% - of total labour hours	31 – 40 points	91% - 100% - of total labour hours	41 - 45 points	/45
0 - 25% - of total labour hours	0 - 10 points											
26 - 50% - of total labour hours	11- 20 points											
51 - 75% - of total labour hours	21 – 30 points											
76 - 90% - of total labour hours	31 – 40 points											
91% - 100% - of total labour hours	41 - 45 points											
3.4	<p>SUB-CONTRACTORS/SUPPLIERS: These section applies to the use of sub-contractors or suppliers that are Indigenous in carrying out the Work under the Contract.</p> <p>Bidder will be evaluated on their firm guarantee to use Indigenous Sub-Contractors for services or the procurement of supplies and equipment required under the Contract from Gwich'in and/or Inuvialuit businesses .</p> <p>Note: if the Prime Contractor is an Indigenous owned business, the total dollar value of the Indigenous contracting shall also include the contractor's share of the contract.</p> <p>If Contractor is an Indigenous firm, the entire value of the contract, LESS any non- Indigenous sub-contracting for both goods and services, would apply to the total of line (A) below.</p> <table border="0"> <tr> <td>0 - 25% - of total cost</td> <td>0 - 10 points</td> </tr> <tr> <td>26 - 50% - of total cost</td> <td>11 - 20 points</td> </tr> <tr> <td>51 - 75% - of total cost</td> <td>21 – 30 points</td> </tr> <tr> <td>76 - 100% - of total cost</td> <td>31 – 40 points</td> </tr> </table> <p>*** Holdback Conditions will apply to this criterion.</p>	0 - 25% - of total cost	0 - 10 points	26 - 50% - of total cost	11 - 20 points	51 - 75% - of total cost	21 – 30 points	76 - 100% - of total cost	31 – 40 points	/40		
0 - 25% - of total cost	0 - 10 points											
26 - 50% - of total cost	11 - 20 points											
51 - 75% - of total cost	21 – 30 points											
76 - 100% - of total cost	31 – 40 points											
3.	TOTAL POINTS AVAILABLE	/100										



BIDDER GUARANTEE AND CERTIFICATION

1. At time of bid submission - The tables below may be used by bidders to submit their proposals.
2. Information provided may be subject to verification.

TABLE 1 – Head Office

Provide Current Business address
Bidders are requested to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Gwich'in Comprehensive Land Claim Area and/or Inuvialuit Settlement Area.

TABLE 2 – Guarantee of Indigenous Training

Total No. Of Indigenous Training for This Contract = A/B = _____%

Total No. Of Training Hours for This Contract

Name & Position Title (Provide name(s) where possible)	Indigenous Employee	Non Indigenous Employee
Bidders to include type of training and hours of training.		

TABLE 3 – Guarantee of onsite Indigenous Labour Content

Total No. Of onsite Indigenous Employees Hours for This Contract = A/B = _____%

Total No. Of onsite Employee Hours for This Contract

Name & Position Title (Provide name(s) where possible)	Onsite Indigenous Employee Hours	Non - Indigenous Employee Hours
Bidders to include the # of hours to be worked.		

TABLE 4 – Guarantee of Indigenous Content for Sub-Contracting/Suppliers Content:

Total Estimated Cost for Supplies/Materials, Equip And Services Procured From Indigenous Businesses
for This Contract

Total Bid Price = _____%

Name & Position Title (Provide name(s) where possible)	Indigenous Company	Non- Indigenous Company
Bidder to include the value of work to be Sub-Contracted.		



Bidder Certification

The Bidder must submit the following certification if a guarantee of **IBP** is being provided, either at time of bid submission, or prior to contract award.

Indigenous **BENEFITS PLAN** CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

The bidder certifies it's **IBP** guarantee for contracting submitted with its bid is accurate and complete.



CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

1. For successful Contractor only - If an IBP guarantee is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the IBP portion of their bid. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor on a quarterly basis. The Contractor must indicate if any objectives were not met, identify why not, explain how the situation will be remedied and within what timeframe.
2. Information provided may be subject to verification.
3. The IBP Certification and IBP Achievement Reports must be submitted prior to final payment with details how the Contractor met its IBP guarantee.
4. Failure to comply with the request to submit the certification and report within 15 business days may result in a hold back as per 7.6.

Return Reports to:

Contracting Authority Name: Daniel Burley
Email: daniel.burley@canada.ca

TABLE 1 – Head Office

Provide Current Business address
Contractors are requested to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area of the CLCA

TABLE 2 – Achievement of Indigenous Training

Name & Position Title (Provide name(s) where possible)	Indigenous Employee	Non-Indigenous Employee
Contractor to include type of training, hours, and % complete		

Total No. Of Indigenous [Training](#) for This Contract = _____%
Total No. Of Training Hours for This Contract

TABLE 3 – Achievement of onsite Indigenous Labour Content

Total No. Of onsite Indigenous [Employee](#) Hours for This Contract = _____%
Total No. Of Employee Hours for This Contract

Name & Position Title (Provide name(s) where possible)	Onsite Indigenous Employee Hours	Onsite Non – Indigenous Employee Hours
Contractor to include the # of hours worked		

TABLE 4 – Achievement of Indigenous Content for Sub-Contracting/Suppliers Content:



Total Cost For Supplies/Materials, Equipment And Services Procured From Indigenous Companies for This Contract Final Contract Value: = _____%

Company Name	Indigenous Company	Non- Indigenous Company
Contractor to include the value of Sub-Contracted work		

Contractor Certification

Indigenous BENEFITS PLAN ACHIEVEMENT CERTIFICATION:		
_____	_____	_____
PRINT NAME	SIGNATURE	DATE
<p>The Contractor certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.</p>		