



REQUEST FOR PROPOSAL NUMBER:	NRCan-5000013319
TITLE:	Priority Geospatial Database and Web Access Services
DATE OF SOLICITATION:	21 October 2013
SOLICITATION CLOSING DATE AND TIME:	02 December 2013 at 2:00 P.M. (Daylight Savings Time EDT)
ADDRESS INQUIRIES TO CONTRACTING AUTHORITY:	Serge Tshimanga Natural Resources Canada Procurement Specialist Fax: (613) 996-1024 Email: Serge.Tshiman@NRCan-RNCan.gc.ca
SECURITY:	There is no security requirement associated with this solicitation.
SEND PROPOSAL TO:	Natural Resources Canada Bid Receiving Unit, Mailroom 588 Booth street, Room 108 Ottawa, Ontario K1A 0Y7 Attention: Serge Tshimanga
VENDOR/FIRM NAME AND FULL POSTAL ADDRESS (PLEASE PRINT):	
CONTACT/TELEPHONE/FAX/EMAIL ADDRESS:	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT):	
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 and on any attached sheets at the price(s) set out therefore.	
Signature of Person Authorized to Sign on behalf of Vendor/Firm:	
_____ Date _____	



REQUEST FOR PROPOSAL (RFP)
FOR
PRIORITY GEOSPATIAL DATABASE AND WEB SERVICES
FOR
NATURAL RESOURCES CANADA (NRCAN)

A "Request for Proposal" (RFP) is the solicitation document used to seek proposals or bids from suppliers. The term "Bidder", also called the "Offeror", refers to the potential supplier submitting a proposal or a bid. **The Bidder submitting a proposal may, however, consist of several firms putting one proposal together as a joint venture. In the case of a joint venture, the combined experience of the firms forming the joint venture will be considered for the purposes of determining the Bidders' compliance to the Mandatory and Rated Requirements.**

Wherever the words "Proposal" or 'Bid' appear in this document", each shall be taken to mean the same as the other.

The MANDATORY REQUIREMENTS of this RFP are identified specifically with the words "MANDATORY", "MUST", "ESSENTIAL", "SHALL", "WILL", "IT IS REQUIRED", AND "REQUIRED". IF a MANDATORY REQUIREMENT is not complied with, the proposal will be considered NON-RESPONSIVE and will not receive any further consideration. In the context of this RFP, Non-Responsive, Non-Compliant and Non-Valid shall each be taken to mean the same as the other.

NOTICE TO BIDDERS: The following documents are enclosed and form part of this bid package:

RFP # NRCAN-5000013319, including all Parts, Appendices and Annexes as listed in the Table of Contents below.

The Bidder acknowledges that all of the aforementioned documents were received in its bid package. It is the responsibility of the Bidder to verify the inclusion of all documents, and to obtain copies of any missing items by contacting the Contracting Authority (CA) as identified on Page 1 of this RFP. Failure to obtain any missing document(s) shall not relieve the Bidder from compliance with any obligation imposed by the RFP, nor excuse the Bidder from the guidelines set out therein.



TABLE OF CONTENTS

PART I: GENERAL INFORMATION	4
1. INTRODUCTION.....	4
2. SUMMARY.....	4
PART 2 – BIDDER INSTRUCTIONS.....	4
1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2. SUBMISSION OF BIDS/ BID RECEIVING UNIT ADDRESS.....	5
3. ENQUIRIES - BID SOLICITATION.....	5
4. SECURITY REQUIREMENT	5
5. BIDDER FINANCIAL CAPABILITY	5
6. APPLICABLE LAWS	6
7. DISCLOSURE OF INFORMATION	6
8. CONFLICT OF INTEREST.....	6
9. BIDDERS' CONFERENCE	6
10. BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY	7
11. BID PREPARATION INSTRUCTIONS.....	7
PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
1. EVALUATION PROCEDURES	10
2. RIGHTS OF NRCAN	10
3. BASIS OF SELECTION	10
4. SOLE BID – PRICE SUPPORT	11
5. CONTRACT AWARD NOTICE/ BIDDER PROPOSAL EVALUATION DEBRIEFING	11
PART 4 - RESULTING CONTRACT CLAUSES	12
1. STATEMENT OF WORK	12
2. PRIORITY OF DOCUMENTS	12
3. TERM OF CONTRACT	12
4. STANDARD CLAUSES AND CONDITIONS.....	13
5. SECURITY REQUIREMENT	15
6. AUTHORITIES	15
7. PAYMENT.....	15
8. INVOICING INSTRUCTIONS	17
9. CERTIFICATIONS	17
10. APPLICABLE LAWS	17
11. CONTRACT ADMINISTRATION	17
ANNEX A - STATEMENT OF WORK	18
ANNEX B – TECHNICAL EVALUATION CRITERIA.....	19
ANNEX C – FINANCIAL PROPOSAL	33
FINANCIAL EVALUATION.....	35
ANNEX D - CERTIFICATIONS	35



PART I: GENERAL INFORMATION

1. INTRODUCTION

The bid solicitation is divided into four (4) parts plus 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 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 4 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Financial Proposal, Technical Evaluation Criteria, Certifications and any other annexes.

2. Summary

By means of this RFP, NRCan is seeking proposals from bidders for the development and loading of the priority geospatial database and the establishment of Web access services.

The period of the contract shall be for approximately fifteen (15) months.

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

PART 2 – BIDDER INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

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

Standard Instructions - Goods or Services - Competitive Requirements 2003 (2013-06-01) 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”.
- **Under Subsection 4 and 5 of Section 1 - Code of Conduct and Certifications:** *delete* in its entirety
- **In section 2:** *delete* “Canadian suppliers are required to” and insert “It is suggested that Canadian suppliers”



- **Under subsection 4 of Section 5 – Submission of Bids:** *delete* “sixty (60) days” and *insert* “ninety (90) days”
- **Under Subsection 1 of Section 8 - Transmission by Facsimile:** *delete* “819-997-9776” and *insert* “613-995-2920”
- **Under Subsection 2 of Section 20:** not applicable.

2. SUBMISSION OF BIDS/ BID RECEIVING UNIT ADDRESS

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

Natural Resources Canada
Bid Receiving Unit - Mailroom
588 Booth Street, Room 108
Ottawa, Ontario K1A 0Y7
Attention: Serge Tshimanga

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

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

- 2.1 Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to NRCan will not be accepted. Although It is recommended and allowed to transmit an electronic copy of the technical proposal on CD, DVD or USB stick

3. ENQUIRIES - BID SOLICITATION

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

To comply with the Code of Conduct for Procurement, bidders are obliged to alert the contracting authority to any factual errors that they discover in bid solicitations.

4. SECURITY REQUIREMENT

Not applicable.

5. BIDDER FINANCIAL CAPABILITY



The Bidder may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their technical and financial capability to satisfy the requirements as stipulated in this RFP. If requested, financial information to be provided shall include, but not be limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer. Information requested by NRCan is to be provided by the Bidder as stipulated in the request by the Contracting Authority.

Should the Bidder provide the requested information to Canada in confidence, while indicating that the disclosed information is confidential, Canada will then treat the information in a confidential manner as provided in the Access to Information Act.

In the event that a proposal is found to be non-responsive on the basis that the Bidder is considered not to be financially capable of performing the subject requirements, official notification shall be provided to the Bidder by NRCan.

6. 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.

7. DISCLOSURE OF INFORMATION

Any information, data and/or Intellectual Property which is provided in a proposal and is demonstrably proprietary to a Bidder, shall be so identified specifically (by paragraph, table, figure) in the proposal, and Natural Resources Canada will endeavor to protect such proprietary information, data and/or Intellectual Property in accordance with the laws of Canada and its normal policies, regulations and procedures. Any financial data and information provided by Bidders for the purpose of this RFP will be treated as "Commercially Confidential" and kept in confidence by Natural Resources Canada unless expressly stated otherwise in this RFP. Such information will not be disclosed, in whole or in part, except on a need-to-know basis for the specific purpose of proposal evaluation and for the activities related to the process of contract award, as applicable. Unless it is required to do so by law, NRCan will not divulge such data and/or information to any third party.

8. CONFLICT OF INTEREST

If NRCan determines the successful Bidder to be in a possible conflict of interest situation, the Bidder will be required, prior to entering into a contractual relationship with NRCan, to disclose any and all holdings and activities that could possibly be in a conflict, real or perceivable, with the mandate and objectives of NRCan. In the event that NRCan decides that action is necessary in order to remove such a conflict, the successful Bidder will be required to take such action (which may include divestiture of certain assets or ceasing to perform certain activities) prior to entering into a contractual relationship with NRCan.

9. BIDDERS' CONFERENCE

A bidders' conference will be held in **Sherbrooke (Quebec/Canada), Novembre 6th 2013 (2144 King Street West)**. The conference will begin at **1:00 PM** (Daylight Savings Time EDT). The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.



Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. **Bidders should provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of questions they wish to table no later than October 31st, 2013.**

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

Note:

The conference will be held by video-conference to allow bidders who are not able to be presently there to participate (Additional information is available upon request). No payment (reimbursement) shall be made by NRCan for costs incurred by the Bidder for the attendance.

10. BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: where statutes, regulations, or prior obligations of the Crown to a third party or parties preclude Contractor ownership of the Foreground.

NRCan reserves the right to grant, upon written request, a license to exercise the required Intellectual Property Rights in such Canada-owned information to the successful Contractor.

For reference, the Treasury Board Site is: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697>

11. BID PREPARATION INSTRUCTIONS

Natural Resources Canada encourages the use of recycled paper and two-sided printing. Reduction in the size of documents will contribute to Natural Resources Canada's sustainable development initiatives and reduce waste.

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- 3) use a numbering system that corresponds to the bid solicitation.

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

Section I: Technical Bid - (2 hard copies and 1 soft copy on CD, DVD or USB stick)

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



Section II: Financial Bid - 1 hard copy, under separate cover. Prices related to the current solicitation must appear in the financial bid only and are not to be indicated in any other section of the bid; prices referenced in the financial bid should not to be repeated in any other section of the bid.

Section III: Certifications (1 hard copies)

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

All fees, associated with the transfer of data or of all documents as may be required by NRCan as part of the solicitation process, are the responsibility of the Bidder. No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

14.1 Section I: Technical Bid

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

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

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

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

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

Content and structure of the technical proposal:

a) General description of the work to be performed

Information detailing the work to be performed, the requirements to fulfil, and a complete description of how all the deliverables set out in the SOW will be met.

b) Management of the project

In the response, the tender must provide the following information in order to demonstrate an adequate level of management of the project:

- Organizational structure of the project team including names, roles and responsibilities of the team members within the project;



- Complete plan for the whole project including: meetings schedule, contractor's presence in Senegal, deliverables schedule, work effort (number of man-months) for each deliverable and compliance with the schedule (project must end by February 28, 2015)
- Risks evaluation and proposed mitigation plan covering the major risks;
- Specify the items of the SOW that will be performed by the tender and, if applicable, the items that will be performed by the Senegalese contractor(s) in Senegal. The tender must also indicate relative to the total estimated work effort in man months of the proposal, the estimated percentage of *active contribution* that will be performed by Senegalese contractors (e.g. 4% of the total work effort per man month).

Note: A Senegalese contractor means a Senegalese resident, a Senegalese company, Senegalese academic institution etc. An *active contribution* to the project means realization of "real" work. Things like system development, system installation, providing training can be considered as *active contribution*. Things like simple presence at a meeting or at a training session cannot be considered as *active contribution*.

c) Curriculum vitae

In the response, the tender must assemble a multidisciplinary team led by a senior project manager. The team must be capable of performing all the work described in these SOW. To this end, the tender must demonstrate, through the submission of all team members' curriculum vitae, that the team has the necessary experience to fulfill the requirements of the SOW. Requested experiences for all employees must be within the last 10 years.

d) Bidder's experience

In the response, the tender must demonstrate through the submission of work experience the necessary experience to fulfill the requirements in the SOW. Requested work experience must be within the last 10 years.

e) Supplementary information

In the response, the bidder is encouraged to:

- Demonstrate how their proposal is flexible and adaptable to changing conditions in terms of both technology and the needs of users (one page maximum)
- Demonstrate the advantages of their proposal and how it will meet the Senegalese need (one page maximum).

f) Response to the evaluation criteria.

14.2 Page 1 of the RFP Document

It is mandatory that all bidders sign their submitted proposal. It is requested that all bidders complete, sign and date Page 1 of this RFP (including the name of the submitting organization, the name of the authorized signing person, appropriate addresses, telephone and facsimile numbers and business contact) prior to submitting their proposal. As the signature indicates a clear acceptance of the terms and conditions set out in the RFP, it is the Bidder's responsibility to ensure that the signatory has the authority within its organization to commit the Bidder by making such a contractual offer.

As per article 1 of Part 2, the Bidder hereby agrees, by submitting his/her proposal in response to this RFP, to all the instructions, terms, conditions and clauses detailed herein.

14.3 Section II: Financial Bid

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



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

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

14.4 Section III: Certifications

Bidders must submit the certifications as per Annex "D".

PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

- (a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria and in conjunction with Annex "A" - Statement of Work;
- (b) If the Bidder is deemed non-responsive as a result of evaluation, the bid will be set aside and not considered for contract award.
- (c) The proposed successful bidder will be determined in accordance with the contractor selection method stated in this Part.
- (d) All proposals shall be treated as CONFIDENTIAL and will be made available only to those individuals authorized to participate in the evaluation process. All bidders will be subject to the terms of the *Access to Information Act* and to other applicable law or orders of courts or other tribunals having jurisdiction.
- (e) An evaluation team will evaluate the proposals on behalf of NRCan. While the evaluation team will normally be comprised of representatives of NRCan, it *may* also include representatives from other Government Departments and Agencies or third party participants as selected by NRCan.

2. RIGHTS OF NRCAN

NRCan reserves the right to:

- seek clarification or obtain verification of statements made in a proposal;
- reject any or all proposals received in response the bid solicitation;
- enter into negotiations with bidders on any or all aspects of their proposal;
- accept any proposal in whole or in part without prior negotiation;
- cancel the bid solicitation at any time;
- reissue the bid solicitation;
- verify any or all information provided by the Bidder with respect to the solicitation including references;
- retain all proposals submitted in response to the solicitation;
- declare a proposal non-responsive if NRCan determines during the evaluation phase that the Bidder does not have the legal status, the facilities or the technical, financial and/or managerial capabilities to fulfill the requirements stated herein;
- discontinue the evaluation of any proposal which is determined, at any stage of the evaluation process, to be non-responsive.

3. BASIS OF SELECTION

Only those bids that are deemed to be responsive (compliant) will be evaluated under the basis of selection:



Highest Combined Rating of Technical Merit and Price

The responsive (compliant) Bidder with the highest combined rating of technical merit (**70%**) and price (**30%**) will be recommended for award of a contract. See the following example table below.

Example of 70% Technical Merit and 30% Price Determination			
	Bidder 1	Bidder 2	Bidder 3
Technical Points Achieved by Bidder	88	82	76
Price Quoted by Bidder	\$85,000	\$80,000	\$75,000
CALCULATIONS			
	Technical Points Achieved	Rated Price Points Achieved	Total Points Achieved
Bidder 1	$\frac{88}{*88} \times 70 = 70.00$	$\frac{**75}{85} \times 30 = 26.47$	96.47
Bidder 2	$\frac{82}{*88} \times 70 = 65.23$	$\frac{**75}{80} \times 30 = 28.13$	93.36
Bidder 3	$\frac{76}{*88} \times 70 = 60.46$	$\frac{**75}{75} \times 30 = 30.0$	90.46
* Represents the highest technical score			
** Represents the lowest priced proposal			

Assumption: Three responsive (compliant) bids have been received. The maximum technical score that can be obtained is 100 points. The highest technical score and lowest bid price receive full rated percentage and other proposals are pro-rated accordingly.

The winner is the Bidder scoring the highest Total Points as a result of applying the Best Value Calculations to the technical bid and the financial bid respectively. Based on the above calculations a contract would be awarded to Bidder 1.

4. SOLE BID – PRICE SUPPORT

In the event that the Bidder’s proposal is the sole bid received and is deemed responsive, NRCan may request one or more of the following as acceptable price support:

- a) Current published price list indicating the percentage discount available to the federal government; and/or
- b) Paid invoices for like services sold to other customers; and/or
- c) A price certification statement; and/or
- d) Any other supporting documentation as requested.

5. CONTRACT AWARD NOTICE/ BIDDER PROPOSAL EVALUATION DEBRIEFING

A Contract Award Notice (CAN) will be prepared and published on the Government Electronic Tendering Service (GETS) hosted by Public Works and Government Services Canada’s website <https://buyandsell.gc.ca/> within seventy-two (72) days after award of any contract. Bidders may request and receive a de-briefing



provided that a written request is received by e-mail at Serge.Tshimanga@NRCan-RNCan.gc.ca no later than thirty (30) calendar days from the published date of the CAN.

Bidders are requested to direct any additional questions they may have respecting this competitive bid process to the Contracting Authority detailed herein.

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 4 - RESULTING CONTRACT CLAUSES

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

1. STATEMENT OF WORK

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____. *(to be included at contract award)*

2. PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any document that appears 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 - Higher Complexity – Services 2035 (2013-06-27);
- (c) Intellectual Property
- (d) The supplemental general conditions identified herein;
- (e) Annex "A", Statement of Work;
- (f) Annex "B", Basis of Payment; *(to be included at contract award)*
- (g) The Contractor's bid dated _____.

3. Term of Contract

3.1 Period of the Contract

The period of the Contract is for approximately fifteen (15) months.

3.2 Option

The Contractor grants to NRCan the irrevocable option to proceed with various type of services related to software development, the geomatic technician and the system analyst if required, under the same terms and conditions and at the hourly rates stated in the contract.

The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. NRCan may exercise the option, or any extension thereof, at any time by written notice submitted to the Contractor at least 30 calendar days prior to the contract expiry date.



4. Standard Clauses and Conditions

Notwithstanding that they have not been expressly articulated, all clauses and conditions identified in the Contract by number, date and title are applicable and 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.

4.1 General Conditions

General Conditions - Higher Complexity – Services 2035 (2013-06-27) apply to and form part of the Contract with the modifications to the text below.

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

4.2 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.

4.3 Intellectual Property

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: where statutes, regulations, or prior obligations of the Crown to a third party or parties preclude Contractor ownership of the Foreground.

NRCan reserves the right to grant, upon written request, a license to exercise the required Intellectual Property Rights in such Canada-owned information to the successful Contractor.

For reference, the Treasury Board Site is: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697>

4.4 Supplemental General Conditions

The following clauses apply to this contract:

4.4.1 Dispute Resolution

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.



The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

Organizations are encouraged to select from one of the following two options:

Option 1: 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.

Option 2: Each party hereby:

- a) consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act to resolve a dispute between the parties respecting the interpretation or application of a term or condition this contract; and
- b) agrees that this provision shall, for purposes of section 23 of the Procurement Ombudsman Regulations, constitute such party's agreement to participate in and bear the cost of such process.

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.

4.4.2 Withholding Tax of 15 Percent *(if applicable)*

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15% of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

4.3.3 Foreign Nationals (Foreign Contractor) *(To be completed at contract award)*

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

4.4.4 Values and Ethics Code

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to, the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference. http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp

4.4.5 Closure of Government Offices

Contractor employees are personnel of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this contract and the said premises become non-accessible due to evacuation or closure of government offices



and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of the closure.

5. Security Requirement

There is no security requirement associated with this solicitation.

6. AUTHORITIES

6.1 Contracting Authority *(To be completed at contract award)*

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority *(To be completed 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. PAYMENT

7.1 Basis of Payment

Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.



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

7.2 Method of Payment

Against invoices submitted as per the milestone identified below and in accordance with the Basis of Payment and certification by the Project Authority that work performance was satisfactory and acceptable.

Deliverables	Description	Percentage
1, 2	Catalogues and catalogue management tools	5
3	Production and standardization of the 1:1,000,000 collection	5
4	Production and standardization of the 1:200,000 collection	15
6	Production of the SRTM DEM	5
8,12	Loading of the collections in the DB and geoportal	15
15, 16, 18, 22	Web access services	10
25, 26	System deployment	10
29, 30, 31, 35, 38, 39, 40, 41, 42	Training	15
43, 44	Final report and supplementary documentation	20

Payment by Her Majesty, to the contractor, for the work shall be made within thirty (30) days following the delivery and acceptance of all deliverables specified in the contract or the date of receipt of a duly completed invoice, whichever date is the later.

Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work, and upon presentation of invoices and any other substantiating documentation as Canada requires.



7.3 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.

8. INVOICING INSTRUCTIONS

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

E-mail:

OR Fax:

Invoicing@NRCan.gc.ca

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

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

Note:

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

Note:

Use highest quality settings available.

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

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

Contract number: _____.

9. CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. APPLICABLE LAWS

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

11. 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

See attached.



ANNEX B – TECHNICAL EVALUATION CRITERIA

B1 MANDATORY TECHNICAL CRITERIA

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

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

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

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

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

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	<p>General description of the work to be performed.</p> <p>The following MUST be provided in order to comply with the criteria:</p> <ul style="list-style-type: none"> - information detailing the work to be performed, - a complete description of how all the deliverables (mandatory and optional) set out in the SOW will be met. 		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M2	<p>Management of the project.</p> <p>The following MUST be provided in order to comply with the criteria:</p> <ul style="list-style-type: none"> - complete work plan for the whole project which includes the meetings schedule, contractor's presence in Senegal, deliverables schedule, work effort (number of man-months) for each deliverable and compliance with the schedule (project must end by February 28, 2015). - risk assessment/evaluation and proposed mitigation plan. - items of the SOW to be performed by the Bidder and the one by the Senegalese contractor(s) (if any) in Senegal. Indicates relative to the total estimated work effort in man months of the proposal, the estimated percentage that will be performed by Senegalese contractors. - an organizational structure of the project which includes the names, roles and responsibilities of each proposed team member 		
M3	<p>Bidder MUST provide the Curriculum vitae of:</p> <p>Senior project manager with at least 2 years' experience in geomatics in developing countries and with at least 5 years' experience in managing geomatics project related to at least 2 of the following categories:</p> <ul style="list-style-type: none"> • Modelling and cataloguing of geospatial data • Development of a geospatial database; • Development of geospatial web server applications • Production (vectorization, acquisition, updating, structuring or standardization of geospatial data; <p>Note: project example (s) to be indicated.</p>		
M4	<p>Bidder MUST provide the Curriculum vitae of:</p> <p>Geomatician specialist in ISO 19100 standards with at least 2 years of experience in geomatics related to at least 2 of the following ISO standards:</p> <ul style="list-style-type: none"> • ISO 19110 – Methodology for feature cataloguing • ISO 19115 – Metadata • ISO19125-1 – Geographic information – Simple feature access – Part 1:Common architecture • ISO – 19128 Web Map service 		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M5	Bidder MUST provide the Curriculum vitae of: Geomatician specialist in GI production system with at least 2 years experience related to the development of geomatics production systems in at least 2 or more of the following categories: <ul style="list-style-type: none">• Vectorization of topographic maps;• Acquisition of vector topographic data extracted from aerial photo and/or satellite imagery• Updating of topographic data;• Structuring of geospatial data;• Standardization of geospatial data.		
M6	Bidder MUST provide Curriculum vitae of: A geomatician specialist in geospatial databases with at least 2 years or more of experience in the development of geospatial databases.		
M7	Bidder MUST provide Curriculum vitae of: A geomatician specialist in web server applications with at least 2 years or more of experience using ESRI Arc GIS Server software in the following categories: <ul style="list-style-type: none">• Web Mapping Service• Feature service		
M8	Bidder MUST provide Curriculum vitae of: Technician in geomatics with at least 2 years experience of production experience related to at least 2 or more of the following categories: <ul style="list-style-type: none">• Vectorization of topographic maps;• Acquisition of vector topographic data extracted from aerial photo and/or satellite imagery;• Updating of topographic data;• Structuring of geospatial data;• Standardization of geospatial data.		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M9	<p>Bidders experience</p> <p>Description of 2 or more geospatial data production projects related to:</p> <ul style="list-style-type: none"> • Vectorization of topographic maps • Acquisition of vector topographic data extracted from aerial photo and/or satellite imagery • Updating of topographic data • Structuring of geospatial data • Standardization of geospatial data <p>The description must include: a summary of the production project; the date and duration of the project; the client organization name and a contact person (including name, title and telephone number).</p>		
M10	<p>Bidder's experience.</p> <p>Bidders MUST provide a description of 2 or more projects involving the developing and the implementation of geospatial database and web service systems similar to the work stated in the SOW.</p> <ul style="list-style-type: none"> - The description must include: a summary of the production project; the date and duration of the project; the client organization name and a contact person (including name, title and telephone number). 		

B2 POINT RATED TECHNICAL CRITERIA

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

Only those proposals which are responsive (compliant) with all of the mandatory criteria and then achieve (or exceed) the stated minimum points required for the point rated technical criteria section (which is equivalent to **65 points** of the total points available) will be further considered for award of a contract. Proposals not meeting the minimum points required will be deemed non-responsive.

Criterion ID	Point Rated Technical Criteria	Points	Proposal Page #
R1	<p>General description of the work to be performed: Provides the information detailing the work to be performed, the requirements to fulfil, and a complete description of how all the deliverables (mandatory and optional) set out in the SOW will be met.</p> <p>0 – Good: The Bidder's response satisfactorily addresses this criterion.</p>	10	



	<p>The presentation of the work to be performed, the deliverables or approach demonstrated should meet the minimum needed for adequate performance on this aspect of the work.</p> <p>5 – Very Good: The Bidder’s response to this criterion addresses the requirement well. The presentation of the work to be performed, the deliverables or approach demonstrated should ensure more than adequate performance on this aspect of the work.</p> <p>10 – Excellent: The Bidder’s response to this criterion is in depth and the requirement is exceeded. The presentation of the work to be performed, the deliverables or approach demonstrated should ensure highly effective performance on this aspect of the work.</p>		
R2	<p>General description of the work to be performed: Description of the functionality offered by the catalogue management tool (SOW section 4.2.4).</p> <p>0 – Offers basic word processing or spreadsheet functions 2 – Offers data capture functions with templates 4 – Offers data capture and management functions that ensures complete integrity of the information stored</p>	4	
R3	<p>General description of the work to be performed: List of formats offered by the catalogue management tool (SOW section 4.2.5).</p> <p>0 – The catalogue management tool does not offer XML and HTML format 1 – The catalogue management tool offer only XML or only HTML format 2 – The catalogue management tool offer both XML and HTML formats</p>	2	
R4	<p>General description of the work to be performed. Methodology for the production of the geospatial data (SOW section 5.6). Provides the details of the standardization methodologies it intends to use for the data production (standardization and structuration) of the different collections. It must include: sequence of work, tools and software.</p> <p>0 – Good: The Bidder’s response satisfactorily addresses this criterion. The knowledge, experience or approach demonstrated should meet the minimum needed for adequate performance on this aspect of the work. 5 – Very Good: The Bidder’s response to this criterion addresses the requirement well. The knowledge, experience or approach demonstrated should ensure more than adequate performance on this aspect of the work. 10 – Excellent: The Bidder’s response to this criterion is in depth and the requirement is exceeded. The knowledge, experience or approach demonstrated should ensure highly effective performance on this aspect</p>	10	



	of the work.					
R5	<p>General description of the work to be performed: Quality control for the production of geospatial data (SOW section 5.7). Description of the methodologies of how the QC will be done for each of the following QC element of the different collections. The description must also include how QC will be done: interactively, automatically or by a combination of both:</p> <ul style="list-style-type: none"> • How it ensures that all data have been correlated? • How it ensures that all the variable attributes have been retrieved? • How it ensures that the geometries will be compliant? • How it ensures integrity between the specific code and the fixed attributes? • How it ensures that filtering will be properly performed? • How it ensures that the spatial relationships will be properly applied? • How it ensures that data clipping will be properly performed? • How it ensures that the country code attribution will be properly performed? • How it ensures that data continuity will be properly performed? • How it ensures the consistency of spot elevations and contour lines? • How it ensures the continuity of the road network? • How it ensures that water bodies will be properly coded? • How it ensures that all toponyms were retrieved, associated with the correct geometric features and properly positioned? <p>Each of the above criterion will be evaluated according to the table below and the final mark will be based on the average.</p> <table border="1" data-bbox="300 1213 1177 1606"> <tr> <td data-bbox="300 1213 1177 1344"> 0 – Good: The Bidder’s response satisfactorily addresses this criterion. The knowledge, experience or approach demonstrated should meet the minimum needed for adequate performance on this aspect of the work. Less than 4 QC are done automatically </td> </tr> <tr> <td data-bbox="300 1344 1177 1474"> 5 – Very Good: The Bidder’s response to this criterion addresses the requirement well. The knowledge, experience or approach demonstrated should ensure more than adequate performance on this aspect of the work. Between 5 and 7 QC are done automatically. </td> </tr> <tr> <td data-bbox="300 1474 1177 1606"> 10 – Excellent: The Bidder’s response to this criterion is in depth and the requirement is exceeded. The knowledge, experience or approach demonstrated should ensure highly effective performance on this aspect of the work. More than 8 QC are done automatically. </td> </tr> </table>	0 – Good: The Bidder’s response satisfactorily addresses this criterion. The knowledge, experience or approach demonstrated should meet the minimum needed for adequate performance on this aspect of the work. Less than 4 QC are done automatically	5 – Very Good: The Bidder’s response to this criterion addresses the requirement well. The knowledge, experience or approach demonstrated should ensure more than adequate performance on this aspect of the work. Between 5 and 7 QC are done automatically.	10 – Excellent: The Bidder’s response to this criterion is in depth and the requirement is exceeded. The knowledge, experience or approach demonstrated should ensure highly effective performance on this aspect of the work. More than 8 QC are done automatically.	10	
0 – Good: The Bidder’s response satisfactorily addresses this criterion. The knowledge, experience or approach demonstrated should meet the minimum needed for adequate performance on this aspect of the work. Less than 4 QC are done automatically						
5 – Very Good: The Bidder’s response to this criterion addresses the requirement well. The knowledge, experience or approach demonstrated should ensure more than adequate performance on this aspect of the work. Between 5 and 7 QC are done automatically.						
10 – Excellent: The Bidder’s response to this criterion is in depth and the requirement is exceeded. The knowledge, experience or approach demonstrated should ensure highly effective performance on this aspect of the work. More than 8 QC are done automatically.						
R6	<p>General description of the work to be performed: Linux operating system installed on the database server (SOW section 6.2.2) and on the web service server (SOW section 8.2.2).</p> <table border="1" data-bbox="300 1822 1177 1896"> <tr> <td data-bbox="300 1822 1177 1864">0 –Linux operating system is not installed</td> </tr> <tr> <td data-bbox="300 1864 1177 1896">1 – Linux operating system installed only on the database server or only</td> </tr> </table>	0 –Linux operating system is not installed	1 – Linux operating system installed only on the database server or only	2		
0 –Linux operating system is not installed						
1 – Linux operating system installed only on the database server or only						



	<p>on the web service server</p> <p>2 – Linux operating system installed on both the database server and the web service server</p>		
R7	<p>General description of the work to be performed:</p> <p>The synchronization methodology meets the criteria in terms of ease of use, adaptability, robustness and sustainability (SOW section 9.2.1.2).</p> <div style="border: 1px solid black; padding: 5px;"> <p>0 – Good: The Bidder’s response satisfactorily addresses this criterion. The knowledge, experience or approach demonstrated should meet the minimum needed for adequate performance on this aspect of the work.</p> <p>3 – Very Good: The Bidder’s response to this criterion addresses the requirement well. The knowledge, experience or approach demonstrated should ensure more than adequate performance on this aspect of the work.</p> <p>5 – Excellent: The Bidder’s response to this criterion is in depth and the requirement is exceeded. The knowledge, experience or approach demonstrated should ensure highly effective performance on this aspect of the work.</p> </div>	5	
R8	<p>General description of the work to be performed:</p> <p>The replication methodology meets the criteria in terms of ease of use, adaptability, robustness and sustainability (SOW section 9.2.3).</p> <div style="border: 1px solid black; padding: 5px;"> <p>0 – Good: The Bidder’s response satisfactorily addresses this criterion. The knowledge, experience or approach demonstrated should meet the minimum needed for adequate performance on this aspect of the work.</p> <p>3 – Very Good: The Bidder’s response to this criterion addresses the requirement well. The knowledge, experience or approach demonstrated should ensure more than adequate performance on this aspect of the work.</p> <p>5 – Excellent: The Bidder’s response to this criterion is in depth and the requirement is exceeded. The knowledge, experience or approach demonstrated should ensure highly effective performance on this aspect of the work.</p> </div>	5	
R9	<p>General description of the work to be performed:</p> <p>Senegalese contribution to the training (SOW section 10.5). Senegalese participation in percentage of the total training effort (hours) of the total training effort.</p> <div style="border: 1px solid black; padding: 5px;"> <p>0 – The Senegalese contribution to the training is equal to 0% (no contribution)</p> <p>1 - The Senegalese contribution to the training is more than 0% and less or equal to 10% of the total training effort</p> <p>2 - The Senegalese contribution to the training is more than 10% and less or equal to 20% of the total training effort</p> <p>3 - The Senegalese contribution to the training is equal or more than</p> </div>	3	



	20% of the total training effort		
R10	<p>Project management: Senegalese contractor's participation in the project in percentage of the total effort (man months) of the project.</p> <p>0 – The Senegalese participation is equal to 0% (no contribution) of the total project 1 - The Senegalese participation to the project is more than 0% and less or equal to 5% of the total project 2 - The Senegalese participation to the project is more than 5% and less or equal to 10% of the total project 3 - The Senegalese participation to the project is equal or more than 10% of the total project</p>	3	
R11	<p>Curriculum vitae: Senior project manager's experience in managing geomatic projects related to the following categories:</p> <ul style="list-style-type: none"> • Modelling and cataloguing of geospatial data • Development of a geospatial database; • Development of geospatial webserver applications • Production (vectorization, acquisition, updating Standardization or structuring) of geospatial data; <p>0 – Has experience in 2 categories 1 – Has experience in 3 categories 2 – Has experience in 4 categories</p>	2	
R12	<p>Curriculum vitae: Senior project manager's years of experience in managing geomatic projects related to following categories:</p> <ul style="list-style-type: none"> • Modelling and cataloguing of geospatial data • Development of a geospatial database; • Development of geospatial web service applications • Production (vectorization, acquisition, updating Standardization or structuring) of geospatial data; <p>0 – Has 5 years of experience 1 – Has between 6 and 9 years of experience 2 – Has more than 10 years of experience</p>	2	
R13	Curriculum vitae:	2	



	<p>Senior project manager 's years of experience in African developing countries.</p> <div style="border: 1px solid black; padding: 5px;"> <p>0 – Has no experience 1 – Has less than 2 years of experience 2 – Has more than 3 years of experience</p> </div>		
R14	<p>Curriculum vitae: Geomatician specialist in ISO 19100 standards with project's experience related to the following ISO standards:</p> <ul style="list-style-type: none"> • ISO 19110 – Methodology for feature cataloguing • ISO 19115 – Metadata • ISO19125-1 – Geographic information – Simple feature access – Part 1:Common architecture • ISO – 19128 Web Map service <div style="border: 1px solid black; padding: 5px;"> <p>0 – Has Experience with 2 standards 1 – Has Experience with 3 standards 2 – Has Experience with 4 standards</p> </div>	2	
R15	<p>Curriculum vitae: Geomatician specialist in ISO 19100 standards years of geomatics experience related to the following ISO standards:</p> <ul style="list-style-type: none"> • ISO 19110 – Methodology for feature cataloguing • ISO 19115 – Metadata • ISO19125-1 – Geographic information – Simple feature access – Part 1:Common architecture • ISO – 19128 Web Map service <div style="border: 1px solid black; padding: 5px;"> <p>0 – Has 2 years of experience 1 – Has between 3 and 5 years of experience 2 – Has more than 6 years of experience</p> </div>	2	
R16	<p>Curriculum vitae: Geomatician specialist in ISO 19100 standards years of experience in developing countries.</p> <div style="border: 1px solid black; padding: 5px;"> <p>0 – Has no experience 1 – Has less than 3 years of experience 2 – Has at least 3 years of experience</p> </div>	2	
R17	<p>Curriculum vitae:</p>	3	



	<p>Geomatician specialist in GI production system with experience related to the development of geomatics production systems in the following categories:</p> <ul style="list-style-type: none"> • Vectorization of topographic maps; • Acquisition of vector topographic data extracted from aerial photo and/or satellite imagery; • Updating of topographic data; • Structuring of geospatial data; • Standardization of geospatial data. <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>0 – Has experience in 2 categories 1 – Has experience in 3 categories 2 – Has experience in 4 categories 3 – Has experience in 5 categories</p> </div>		
R18	<p>Curriculum vitae: Geomatician specialist in GI production system years of experience related to the development of geomatics production systems in the following categories:</p> <ul style="list-style-type: none"> • Vectorization of topographic maps; • Acquisition of vector topographic data extracted from aerial photo and/or satellite imagery; • Updating of topographic data; • Structuring of geospatial data; • Standardization of geospatial data. <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>0 – Has 2 years of experience 1 – Has between 3 and 5 years of experience 2 – Has more than 6 years of experience</p> </div>	2	
R19	<p>Curriculum vitae: A geomatician specialist in geospatial databases year of experience in the development of geospatial databases with PostGIS software.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>0 – Has 2 years of experience 1 – Has between 3 and 5 years of experience 2 – Has more than 6 years of experience</p> </div>	2	
R20	<p>Curriculum vitae: A geomatician specialist in geospatial databases years of experience in developing countries.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>0 – Has no experience 1 – Has less than 3 years of experience</p> </div>	2	



	2 – Has at least 3 years of experience		
R21	<p>Curriculum vitae: A geomatician specialist in web server applications years of experience using ESRI Arc GIS Server software in the following categories:</p> <ul style="list-style-type: none"> • Web Mapping Service • Feature service 	2	
	<p>0 – Has 2 years of experience 1 – Has between 3 and 5 years of experience 2 – Has more than 6 years of experience</p>		
R22	<p>Curriculum vitae: A geomatician specialist in web server applications years of experience in developing countries.</p>	2	
	<p>0 – Has no experience 1 – Has less than 3 years of experience 2 – Has at least 3 years of experience</p>		
R23	<p>Curriculum vitae: Technician in geomatics with production experience related to the following categories:</p> <ul style="list-style-type: none"> • Vectorization of topographic maps; • Acquisition of vector topographic data extracted from aerial photo and/or satellite imagery; • Updating of topographic data; • Structuring of geospatial data; • Standardization of geospatial data. 	3	
	<p>0 – Has experience in 2 categories 1 – Has experience in 3 categories 2 – Has experience in 4 categories 3 – Has experience in 5 categories</p>		
R24	<p>Curriculum vitae: Technician in geomatics years of production experience related to the following category:</p> <ul style="list-style-type: none"> • Vectorization of topographic maps; • Acquisition of vector topographic data extracted from aerial photo and/or satellite imagery; • Updating of topographic data; • Structuring of geospatial data; • Standardization of geospatial data. 	2	
	<p>0 – Has 2 years of experience</p>		



	<p>1 – Has between 3 and 5 years of experience 2 – Has more than 6 years of experience</p>		
R25	<p>Curriculum vitae: Substitute senior project manager’s years of experience in managing geomatic projects related to following categories:</p> <ul style="list-style-type: none"> • Modelling and cataloguing of geospatial data • Development of a geospatial database; • Development of geospatial web service applications • Production (vectorization, acquisition, updating Standardization or structuring) of geospatial data; <p>0 – Has 5 years of experience 1 – Has between 6 and 9 years of experience 2 – Has more than 10 years of experience</p>	2	
R26	<p>Curriculum vitae: Substitute senior project manager ‘s years of experience in developing countries.</p> <p>0 – Has no experience 1 – Has less than 3 years of experience 2 – Has at least 3 years of experience</p>	2	
R27	<p>Contractor’s experience: Description up to a maximum of four projects involving the development and implementation of geospatial database and web service systems similar to the work stated in these SOW. The description must include: a summary of the project; the date and duration of the project; the client organization name and a contact person (including name, title and telephone number) whom NRCan could contact during evaluation of the tender.</p> <p>0 – Has presented 2 similar geospatial and web access project 1 – Has presented 3 similar geospatial and web access project 2 – Has presented 4 similar geospatial and web access project</p>	2	
R28	<p>Contractor’s experience: Description up to four geospatial data production projects related to the following categories</p> <ul style="list-style-type: none"> • Vectorization of topographic maps • Acquisition of vector topographic data extracted from aerial photo and/or satellite imagery 	3	



	<ul style="list-style-type: none"> • Updating of topographic data • Structuring of geospatial data • Standardization of geospatial data <p>The description must include: a summary of the production project; the date and duration of the project; the client organization name and a contact person (including name, title and telephone number) whom NRCan could contact during evaluation of the tender</p> <div style="border: 1px solid black; padding: 5px;"> <p>0 – Has presented 2 data production project 1 – Has presented 3 data production project and covers 2 categories 2 – Has presented 4 data production project and covers 3 categories 3 – Has presented 4 data production project and covers 4 categories</p> </div>		
R29	<p>Contractor’s experience: Contractor’s experience in production of topographical data where the client organization is Earth Science Sector of Natural Resources Canada (ESS, NRCan).</p> <div style="border: 1px solid black; padding: 5px;"> <p>0 – Has presented 0 topographical data production project where the client organization is ESS, NRCan 1 – Has presented 1 topographical data production project where the client organization is ESS, NRCan 2 – Has presented 2 topographical data production project where the client organization is ESS, NRCan 3 – Has presented 3 topographical data production project where the client organization is ESS, NRCan 4 – Has presented 4 topographical data production project where the client organization is ESS, NRCan</p> </div>	4	
R30	<p>Supplementary information: Demonstrates using original elements how their proposal is flexible and adaptable to changing conditions in terms of both technology and the needs of Senegalese (organizations and users). Note: <i>Original</i> means new element(s) or new idea(s) not already cited in the SOW or elsewhere in the bidder’s response.</p> <div style="border: 1px solid black; padding: 5px;"> <p>0 – No demonstration that the proposal is flexible and adaptable 1 – Presents one original element demonstrating that the proposal is flexible and adaptable 2 – Presents two original elements demonstrating that the proposal is flexible and adaptable 3 – Presents three or more original elements demonstrating that the proposal is flexible and adaptable</p> </div>	3	



<p>R31</p>	<p>Supplementary information: Demonstrates the advantages of their proposal using original elements and how it will help meet the goals setup in these SOW Note: <i>Original</i> mean new element or new idea not already cited in the SOW or elsewhere in the bidder’s response.</p> <div style="border: 1px solid black; padding: 5px;"> <p>0 – No demonstration of the advantages of the proposal 1 – Presents one original element demonstrating the advantages of the proposal 2 – Presents two original elements demonstrating the advantages of the proposal 3 – Presents three or more original elements demonstrating the advantages of the proposal</p> </div>	<p>3</p>	
<p>R32</p>	<p>Supplementary information: Bidder’s response conformity to the following criteria:</p> <ul style="list-style-type: none"> • Respect the order of the recommended structure of the technical proposal stated in section 14.1) • Respect the maximum number of page (when asked) • Clear and concise response <div style="border: 1px solid black; padding: 5px;"> <p>0 – The bidder’s response has respected 0 criterion 1 – The bidder’s response has respected only 1 criterion 3 – The bidder’s response has respected only 2 criteria 5 – The bidder’s response has respected all 3 criteria</p> </div>	<p>5</p>	
<p>Total points</p>		<p>108</p>	



ANNEX C – FINANCIAL PROPOSAL

C1 TAXES AS RELATED TO BIDS RECEIVED

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

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

C2 PRICING DETAILS TO BE PROVIDED IN FINANCIAL PROPOSAL

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

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

C3.1 Milestone Payments

The bidder must submit a financial proposal by completing the following.

Bidder tendered total estimated price to perform the work is \$ _____ in Canadian funds [sum of total (A), (B) and (C) below].

List of mandatory deliverables:

This table presents all the “mandatory” deliverables that the contractor must provide under these TOR. The *mandatory* deliverables constitute an indivisible whole. The contractor will provide a single price (a total price) for all the *mandatory* deliverables.

Deliverable	Description	Price
1	Catalogue development	\$
2	Catalogue management tool	\$
3	Standardization of the 1:1,000,000 data	\$
4	Standardization of the 1:200,000 data	\$
6	Standardization of the SRTM DEM	\$
8	Loading of the topographic collections into the DB	\$
12	Loading of the topographic collections into the Geoportal	\$
15	Loading of the topographic layers in the WMS	\$
16	Loading of the SRTM layer (shading)	\$
18	Loading of the SRTM layer (elevation)	\$
22	Feature server for the topographic data	\$
25	Deployment of the systems	\$
26	System integration tests	\$



29	Catalogued Senegalese collections	\$
30	Catalogue management tool	\$
31	Description of the production work	\$
35	Senegalese collections stored in the database	\$
38	Deployment architecture	\$
39	Synchronize action	\$
40	Replicate action	\$
41	Server ANAT: Operation and Maintenance	\$
42	Server ADIE: Operation and Maintenance	\$
43	Final report	\$
44	Supplementary document	\$
(A)Total		\$

List of optional deliverables:

This table presents all the optional deliverables; *optional* deliverables are options that NRCan may exercise at its convenience. NRCan may exercise all the options, no options or a subset of options. NRCan is not obligated to provide the contractor with justification for the options that it does not wish to exercise. In this table, the “Price Type” column indicates whether it is a “Total” price or a “Unit” price. A *total* price indicates that the deliverable is indivisible; if the option is exercised, NRCan must purchase the entire deliverable. A *unit* price indicates this option can be purchased multiple times. For Deliverable 9, since at the time of writing of these SOW, we do not yet know how many orthoimages are to be processed, the contractor must indicate a price per orthoimage. NRCan will then be able to exercise the number of options based on the number of orthoimages to be processed.

Deliverable	Price Type	Description	Unit price	Number of unit	Total price
5	Unit	(5.7) Standardization of the 1 / 50 000 topographic data	\$	50	\$
7	Unit	Loading of the topographic 1 / 50 000 into the DB	\$	50	\$
9	Unit	Loading of the national imagery	\$	50	\$
10	Unit	Loading of the 30-m DEM	\$	50	\$
11	Unit	Loading of the 1 / 50 000 topographic data	\$	50	\$
13	Unit	Loading of the 30-m DEM into the geoportal	\$	50	\$
14	Unit	Loading of the orthoimages into the geoportal	\$	50	\$
17	Unit	Loading of the 30-m DEM (shading)	\$	50	\$
19	Unit	(8.3.1.1) Loading of the 30-m DEM (elevation)	\$	50	\$
20	Unit	(8.3.1.1) Loading of the national imagery	\$	50	\$
21	Unit	Feature server for the 1 / 50 000 topographic data	\$	50	\$
23	Unit	Feature server for the 30-m DEM	\$	50	\$
24	Unit	Feature server for the national imagery	\$	50	\$
27	Total	Training: Simple feature access	Not applicable		\$
28	Total	Training: Methodology for	Not applicable		\$



		feature cataloguing		
32	Total	Training: PostGIS DB – Users	Not applicable	\$
33	Total	Training: FME Desktop software	Not applicable	\$
34	Total	Training: PostGIS DB – Administration	Not applicable	\$
36	Total	Training: ArcGIS Server – Users	Not applicable	\$
37	Total	Training: ArcGIS Server – Administration	Not applicable	\$
(B) Total estimated				\$

The contractor must provide an estimate of the hourly rate for various types of services should NRCan wish to retain the contractor’s services for additional work (bank of time). The contractor must provide an hourly rate for the following:

Description	Hourly rate	Hours	Total cost
Systems analyst	\$	50	\$
Software development	\$	50	\$
Technician in geomatics	\$	50	\$
(C) Total estimated			\$

FINANCIAL EVALUATION

To determine the price of the proposal, we will add the following prices:

- The total price for all mandatory deliverables
- The price of each optional deliverable for which the *Price Type* is Global
- The price of each optional deliverable for which the *Price Type* is a Unit price, the price is calculated with the assumption that there is a purchase of 50 units for each deliverable
- The price of each additional work will be calculated assuming 50 hours.

Note: the number of units and hours stated in the tables above are for evaluation purpose only.

ANNEX D - CERTIFICATIONS



Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

1. Federal Contractors Program – Certification

Federal Contractors Program for Employment Equity - \$200,000 or more

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;



- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

Signature of Authorized Company Official

Date

2. Former Public Servant Certification

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

"Former public servant" means a former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:

- (a) An individual;
- (b) An individual who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) Sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service.

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

Former Public Servant (FPS) in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:



- (a) Name of former public servant;
- (b) Date of termination of employment or retirement from the Public Service.

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 Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** () **NO** ()

If so, the Bidder must provide the following information:

- (a) Name of former public servant;
- (b) Conditions of the lump sum payment incentive;
- (c) Date of termination of employment;
- (d) Amount of lump sum payment;
- (e) Rate of pay on which lump sum payment is based;
- (f) Period of lump sum payment including start date, end date and number of weeks;
- (g) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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. Failure to comply with the request may result in the bid being declared non-responsive.



Signature of Authorized Company Official

Date

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.

Signature of Authorized Company Official

Date

5. CONTRACTUAL CAPACITY AND JOINT VENTURE CONTRACTUAL CAPACITY

The Bidder shall have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business.

Joint Venture - a joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e., formed through a contractual agreement between the parties. The following information should be provided with the proposal: type of joint venture (incorporated or contractual), the names and addresses of the members of the joint venture.

If a Contract is awarded to a contractual joint venture all members of the joint venture shall be jointly and severally or solidarily liable for the performance of the contract.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.