



Request for Proposal Number:	NRCan-5000013474
Title:	Review of Best Practices and International Standards
Date of Solicitation:	18 November 2013 (Eastern Standard Time EST)
Solicitation Closing Date and Time:	02 January 2014 at 2:00 P.M. (Eastern Standard Time EST)
Address Inquiries To Contracting Authority:	Valerie Holmes Natural Resources Canada Senior Procurement Officer Fax: (613) 996-1024 Email: valerie.holmes@nrca.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: Valerie Holmes

PROCUREMENT BUSINESS NUMBER (PBN) _____

In order to be able to receive a Natural Resources Canada (NRCan) contract, all suppliers **MUST** have a PBN. Companies who do not have a PBN **MUST** register for a PBN in the Supplier Registration Information system, on line at the Business Access Canada (formerly Contracts Canada) Internet site: [<Supplier Registration>](#)

VENDOR/FIRM NAME AND FULL POSTAL ADDRESS (PLEASE PRINT):

FIRM NAME: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: _____

FACSIMILE: _____

EMAIL: _____

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT):

NAME: _____

TITLE: _____

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

**REVIEW OF BEST PRACTICES AND INTERNATIONAL STANDARDS
FOR THE LIFECYCLE MANAGEMENT OF GEOLOGICAL EARTH
MATERIALS COLLECTIONS**

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-5000013474, 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.



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PART 1: 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:

Annex "A" - Statement of Work

Annex "B" - Financial Proposal

Annex "C" - Technical Evaluation Criteria

Annex "D" - Certifications

2. Summary

By means of this RFP, NRCan is seeking proposals from Bidders to do an environmental scan/review of best practice to be completed to determine how to transform the lifecycle and curation management of the EMC within the context of Treasury Board guidelines.

The period of the contract shall be from date of award of contract to **March 31, 2014**

There is no security requirement associated with this requirement.

This requirement is not subject to any of the International Trade Agreements.

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 issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>

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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

In the complete context (**except Section 3**):

DELETE: Public Works and Government Services Canada (PWGSC)
INSERT: Natural Resource Canada (NRCan)

Section 1 - Code of Conduct and Certifications of 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

DELETE: in its entirety

Subsection 5.4 - Submission of Bids of 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

DELETE: 60 days
INSERT: 120 days

Subsection 8.1 - Transmission by Facsimile of 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

DELETE: (819) 997-9776
INSERT: (613) 995-2920

Subsection 20.2 - Further Information of 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

DELETE: in its entirety

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: Valerie Holmes



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

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

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

3. Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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

There is no security requirement associated with this solicitation.

5. Bidder Financial Capacity

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. 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:

- For the purposes of public dissemination

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/pubs_pol/dcgpubs/contracting/tipaucpca1-eng.asp#_Toc490365246

SACC Manual clause 4007 - Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16).

10. 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) (<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 - 4 hard copies (1 original, 3 copies)

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 copy (to be include with the 1 original technical)

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.

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

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

Section I: Technical Bid

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

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

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

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

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



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.

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.

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 bid price 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 valerie.holmes@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 dated _____. *(To be completed 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) General Conditions - Professional Services - Medium Complexity 2010B (2013-06-27);
- c) The supplemental general conditions identified herein;
- d) Intellectual Property;
- e) Annex "A", Statement of Work;
- f) Annex "B", Basis of Payment; *(to be included at contract award)*
- g) The Contractor's bid dated _____ *(insert date of bid)*

3. Term of Contract

3.1 Period of Contract

The period of the Contract is from date of Contract award to **March 31, 2014** inclusive.

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/all>) issued by Public Works and Government Services Canada.

4.1 General Conditions

General Conditions - Professional Services - Medium Complexity 2010B (2013-06-27) 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).

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:



- For the purposes of public dissemination

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/pubs_pol/dcgpubs/contracting/tipaucpca1-eng.asp#_Toc490365246

SACC Manual clause 4007 - Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16).

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 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

4.4.3 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 request.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Valerie Holmes**
 Title: Senior Procurement Officer
 Organization: Natural Resources Canada
 Address: 615 Booth Street, Ottawa, Ontario, K1A 0E9

 Telephone: (613) 943-3580
 Facsimile: (613) 996-1024
 E-mail address: valerie.holmes@nrcan.gc.ca

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

6.2 Project Authority (to be completed at time of 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 \$ _____ (*inserted at time of contract award*), 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 (including receipts for travel and living, if applicable) submitted upon completion and in accordance with the Basis of Payment and certification by the Project Authority that work performance was satisfactory and acceptable.

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.

7.4 Firm Per Diem Rate(s) (also known as Daily Rate)

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

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

7.5 Pre-Authorized Travel and Living Expenses

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

7.6 Miscellaneous Expenses

The Contractor will be paid for pre-authorized reasonable and proper miscellaneous expenses supported by appropriate receipts at actual cost without allowance thereon for overhead or profit. All miscellaneous expenses must have prior authorization of the Project Authority.

8. Invoicing Instructions

Invoices shall be submitted using one of the following methods:

E-mail:

OR

Fax:

Invoicing-Facturation@NRCan-RNCan.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: [\[provided at time of contract award\]](#)



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 Ontario.

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

SW1 Title

Review of Best Practices and International Standards for the Lifecycle Management of Geological Earth Materials Collections.

SW2 Background

The Geological Survey of Canada (GSC), Earth Sciences Sector (ESS) of Natural Resources Canada (NRCan) is a national government agency that provides public geoscience knowledge in support of improving the understanding of earth dynamics and Canada's natural resources. The GSC has world class expertise focusing on the sustainable development of Canada's mineral, energy and water resources, stewardship of our environment, and the management of natural geological and related hazards. Together with the Canada Centre for Mapping and Earth Observation (CCMEO), the GSC houses a unique earth materials collection (EMC) that dates as far back as 1842 with the first mapping of Canada's geology.

The Earth Materials Collections (EMC) contains borehole cores, rock samples, specimens and related surface or sub-surface information on the Canadian landmass and continental shelf housed in six (6) facilities across Canada. Currently there are more than a million samples catalogued and archived in the EMC database. The EMC are used extensively in geoscience research and form the basis of information for upgrading regional and national scale geological surficial and bedrock maps.

In addition to the EMC database there are the project working collections with more than 400,000 samples consisting of rock and powder samples, core log and till samples. The working collections are triaged at the end of a program lifecycle and remaining samples are catalogued into the EMC.

The EMC is a unique and irreplaceable collection. As geological science is dynamically evolving, the collection provides a means of testing new geological concepts as well as the materials for extracting new scientific information. Geological maps can be considered as testable hypotheses or visual representation of current thinking. When geological thinking shifts/changes of our understanding increases over time, maps require up-dating. The reproducibility and accuracy of maps are functions of the quality of geological observations and current geological thinking. It is essential to go back to the available data to re-assess information and update geological information with new knowledge.

SW3 Requirement

The ESS requires an environmental scan/review of best practice to be completed to determine how to transform the lifecycle and curation management of the EMC within the context of Treasury Board guidelines for data management and accessibility. In particular, the ESS is faced with the challenge of how to acquire, interpret and enhance the geological knowledge base through the framework of the EMC and ensure the information generated is accessible and interoperable. The geoscience information derived from the EMC is fundamental to informing policy and decision making by the federal government. The ESS requires a review of best practices employed at other national surveys or other similar organizations around the world to gain information and develop protocols and policy on:

- field data collection
- definition of an authoritative collection
- the digital inventory, catalogue and storage of post field data samples and analyses
- curation and digital compilation of post field data analyses into an online database
- digital integration and lifecycle curation management of an earth materials collection
- digital information accessibility and interoperability for creation of derived geoscience products (framework and platform software/hardware)



SW4 Definition of Contract Requirement / Statement of Work

The Contractor shall be responsible for, but not limited to the following:

- Need to identify/validate legislative context/obligations for NRCan to maintain EMC (e.g. RAT Act);
- Need to identify international standards/best practices in place for collections management/knowledge management/documentation by national museums with comparable types of collections (e.g. Museum of Nature, Royal Ontario Museum (ROM), Ontario Museum of Science, Smithsonian) and other national geological surveys (e.g. British Geological Survey, Finnish Geological Survey, Geoscience Australia, Geological Survey of Russia);
- Need to identify why it is important to collect geological information (e.g. see background section);
- Need to identify how to value geological collections - what is relevance with respect to social/economic benefit of EMC and wider enduring value of EMC (e.g. exploitation, ROI?);
- Need to identify management principles from field to shelf (catalogue/inventory) to digital data release of geospatial/geoscience datasets (e.g. best practices/common principles);
- Need to identify collections management strategy/policy for key national geological datasets and products so as to remain "evergreen";
- Need to define a proper "life cycle management process" for EMC.

Specific questions to ask other organizations may include the following. A final list of questions will be confirmed upon award of contract:

- What are the individual collections managed and what is their size?
- What principles are used (best practice) for life-cycle management (acquisition, retention of sample / to de-acquisition) → how establish value of sample?
- What is the database operating framework?
- How is the data made accessible?
- How are data formatted so collections are inter-operable with other geoscience information?
- What costs are incurred to invest in modern digital storage and network systems (for internal and external accessibility)?
- What are the challenges for improving data collection, management and dissemination?
- How are the field staff/scientists engaged in the process?

Suggested contacts will be provided upon award of the contract. Contacts should include, but not limited to the following:

- British Geological Survey - Richard Hughes and John Ludden
- France - Francois Robida
- GTK, Finland - Jarmo Kohonen
- BGR, Germany - Kristine Asch
- Geoscience Australia - Lesley Wyborn and Paul Kay
- GEUS, Denmark - Jørgen Tulstrup
- Museum of Nature
- Royal Ontario Museum
- USGS Contacts - Peter Lyttle, Linda Gundersen and Dave Soller
- CGMW Paris - Philippe Rossi
- Russia

SW5 Contract Period and Deliverables

The period of the contract will be from date of contract award to **March 31, 2014**. Deliverables will include:

- Finalized list of contacts;
- Finalized list of questions and interview sheets;



- Workplan with timelines;
- Bi-weekly meetings with summary progress reports;
- Additional ad-hoc meetings, as required; and
- Final report on results of interviews and suggestions for an action plan/way forward for business transformation.

Besides the final report, a presentation of results to senior ESS management will be required.

Background reading will be provided by the Project Authority, at time of contract award.

Interviews or communications with the list of contacts will be conducted in English and/or French. Reports and presentations are to be provided to ESS in English. Communication with Project Manager will be in English, primarily by phone, although project progress meetings may occur in person, as needed and be conducted in both official languages (English and French).

The Crown will take ownership of Intellectual Property (IP) produced as a result of this project.

SW6 Requirements of the Contractor

The following are requirements for the Contractor:

- The Contractor must have knowledge of the following:
 - Understand the challenge of geology: how to acquire, interpret and enhance geologic knowledge based and make new information accessible and inter-operable →→ better support to policy and decision making by government and society.
 - Appreciation of the role of earth material collections: how does it support and feed into the knowledge base →→ challenges associated with digital data collection and information management →→ complexity of compilation, data storage, accessibility
 - Economic/social/scientific importance of geological maps (and hence earth materials collections)
 - Importance of geology - fundamental knowledge of tectonics, estimation of seismic hazards, environmental impact assessments, energy and mineral resource assessments and exploration depends on accurate geological information
 - Require robust Earth Materials Collection curation/management to support creation/re-creation of geological maps and products (e.g. answer old questions with new data knowledge)



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.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder’s Proposal
M1	<p><i>Qualifications of Personnel:</i></p> <p>Bidders MUST include within their proposal a detailed curriculum vitae (CV) for each of the Bidder’s proposed resource(s) named in their proposal. The following MUST be included for each of the proposed resource(s):</p> <ul style="list-style-type: none"> • Background, experience and skills; • Full and complete information (education, experience, association membership), references; • Demonstration that the proposed Project Team has previous experience working with the geoscience community across Canada including provinces and territories; • Demonstration that the proposed Project Team has a combined minimum of ten (10) years of experience from date of solicitation with projects including information management related to physical and/or biological science collections, and/or curation management. 	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M2	Bidders MUST demonstrate that the proposed Project Team has a combined minimum of ten (10) years of experience from date of solicitation in projects conducting research and development environmental scans/best practices/action plans.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	The Bidder MUST propose a minimum of one (1) bilingual resource to support consultations, and presentations, which may be required to be conducted in both official languages (English and French). Written reports will be delivered in English.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M4	The Bidder MUST propose resources with five (5) years of experience from date of solicitation in facilitating consultations and in organizing and conducting successful consultations and interviews with different types of stakeholders (e.g. academia, industry, government, crown corporations, NGOs).	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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.

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

Only those proposals which are responsive (compliant) with all of the mandatory criteria and then achieve (or exceed) the stated minimum points OR percentage required for the point rated technical criteria section (which is equivalent to 65% OR 91 points of the total points available) will be further considered for award of a contract. Proposals not meeting the minimum points OR percentage required will be deemed non-responsive.

Item	Rated Requirements	Points Breakdown	Max Points	Demonstrated Compliance, cross reference to Resume
R1	<p>Methodology:</p> <p>The Bidder should present a methodology that clearly demonstrates an approach that will lead to a successful completion of the project.</p> <p>Demonstration should include the following information:</p> <ul style="list-style-type: none"> • Scope of the project; • Responsibilities assigned to proposed resource; 	<p>5 points for each criteria</p> <p>5 points - well demonstrated 3 points - partially demonstrated 0 points - not demonstrated</p>	40	



Item	Rated Requirements	Points Breakdown	Max Points	Demonstrated Compliance, cross reference to Resume
	geoscience / curation / collections community	adequate distribution of resources: 0		
R4	<p>Qualifications to Undertake the Project:</p> <p>The Bidder should demonstrate that the proposed resource(s) has experience in consultations and interviews and in synthesizing information and writing documents based on the consultation and interviews of diverse groups.</p> <p>Demonstration should include the following information:</p> <ul style="list-style-type: none"> • Previous experience with similar projects as detailed in the Statement of Work 	<p>5 points per project as detailed in the Statement of Work to a maximum of 20 points.</p> <p>5 points: well demonstrated 3 points: partially demonstrated 0 points: not demonstrated</p>	20	
R5	<p>The Bidder should demonstrate that the proposed resource(s) has experience with the Canadian geoscience and curation communities.</p> <p>Demonstration should including the following information:</p> <ul style="list-style-type: none"> • Experience with reference to past projects as detailed in the Statement of Work 	<p>5 points per project as detailed in the Statement of Work to a maximum of 20 points.</p> <p>5 points: well demonstrated 3 points: partially demonstrated 0 points: not demonstrated</p>	20	
R6	<p>The Bidder should demonstrate that the proposed resource(s) has experience and strong background conducting environmental scans/best practices, facilitating consultations and interviews.</p> <p>Demonstration should include the following information:</p> <ul style="list-style-type: none"> • Experience with reference to past projects as detailed in the Statement of Work 	<p>5 points per project as detailed in the Statement of Work to a maximum of 20 points.</p> <p>5 points: Shows an excellent understanding covering all key elements 3 points: Show a good understanding covering most key elements 0 points: Does not show an</p>	20	



Item	Rated Requirements	Points Breakdown	Max Points	Demonstrated Compliance, cross reference to Resume
		adequate understanding covering less than two key elements		
Total Points Available			140	
Total Points Needed to be considered Compliant (65%)			91	

Excellent / Well Demonstrated	The Bidder's response demonstrated an excellent understanding of the requirement and detailed their response in a very clear, concise manner and was well demonstrated.
Good / Partially Demonstrated	The Bidder's response demonstrated a good understanding of the requirement and detailed their response in a less clear and concise manner and was partially demonstrated.
Poor / Not demonstrated	The Bidder's response clearly demonstrated that they did not understand the requirement and were not able to provide clear answers or demonstrate a clear understanding.

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 Funding Limitation

NRCan has allocated a maximum of **\$35,000.00** in funding for this requirement, **inclusive of**:

- a) **The Price to perform the Work**
- b) **Any Travel and Living**
- c) **Miscellaneous Expenses that may be required**

Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is extra to the Funding Limitation; **any bids received in excess of this maximum funding will be automatically deemed non-responsive and will not be evaluated.**

C3 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 Professional Fees:

Bidders are to provide a Project Team for this requirement. The level of effort depicted below is to be for the entire Project Team and used for evaluation purposes only. The level of effort shall not exceed 35 days. Bidders are not to deviate from the 35 days; nothing higher or lower. However, the actual level of effort **MUST** be outlined in the Bidder’s Approach and Methodology. The Bidder can add additional lines for Resources as needed

A	B	C	D (BxC)
Category of Personnel	Per Diem Rate(s)	Level of Effort/Number of Days Required	Total Costs for Professional Fees
1.	\$	35 days	\$
2.	\$		\$
3.	\$		\$
Sub-Total 1:			\$

C3.2 Travel and Living Expenses

Destination	Accommodation	Meals & Incidentals	Transportation	Total Estimated Travel Costs
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	
Sub-Total 2:				\$

C3.3 Bidder Total Tendered Price

Bidder total tendered price to perform the work from contract award to March 31, 2014 .	\$
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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. Travel, material and number of days (or level of effort) are provided as estimates only, and must not be construed as a commitment by NRCan to respect those estimated in any resulting contract.

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

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

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



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 Bid Closing

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 - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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.

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;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

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.

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.

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.

Signature of Authorized Company Official

Date