



REQUEST FOR PROPOSAL NUMBER:	NRCan-5000014693
TITLE:	Managed information technology services for the hosting of NunavutGeoscience.ca
DATE OF SOLICITATION:	July 14, 2014 (Eastern Daylight Savings Time EDT)
SOLICITATION CLOSING DATE AND TIME:	August 25 at 10:00 A.M. (Eastern Daylight Savings Time EDT)
ADDRESS INQUIRIES TO CONTRACTING AUTHORITY:	Purnima Kaul Natural Resources Canada Contracting Officer Fax: 613-947-5477 Email: Purnima.Kaul@NRCan-RNCan.gc.ca
SECURITY:	There is no security requirement associated with this solicitation.
SEND PROPOSAL TO:	Mail to: Natural Resources Canada Bid Receiving Unit, Mailroom 588 Booth street, Room 108 Ottawa, Ontario K1A 0Y7 Attention: Purnima Kaul or Email: Purnima.Kaul@NRCan-RNCan.gc.ca
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):	
<p>PROPOSAL TO: NATURAL RESOURCES CANADA</p> <p>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.</p> <p>Signature of Person Authorized to Sign on behalf of Vendor/Firm:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date _____</p>	



REQUEST FOR PROPOSAL (RFP)

FOR

MANAGED INFORMATION TECHNOLOGY SERVICES FOR THE HOSTING OF NUNAVUTGEOSCIENCE.CA

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-5000014693, 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. BIDDER FINANCIAL CAPABILITY	5
5. APPLICABLE LAWS.....	6
6. DISCLOSURE OF INFORMATION.....	6
7. CONFLICT OF INTEREST	6
8. BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY	6
9. BID PREPARATION INSTRUCTIONS.....	6
PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
1. EVALUATION PROCEDURES	9
2. RIGHTS OF NRCAN	9
3. BASIS OF SELECTION	10
4. SOLE BID – PRICE SUPPORT.....	10
5. CONTRACT AWARD NOTICE/ BIDDER PROPOSAL EVALUATION DEBRIEFING.....	11
PART 4 - RESULTING CONTRACT CLAUSES	11
1. STATEMENT OF WORK.....	11
2. PRIORITY OF DOCUMENTS	11
3. TERM OF CONTRACT	11
4. STANDARD CLAUSES AND CONDITIONS.....	12
5. SECURITY REQUIREMENT.....	14
6. AUTHORITIES	14
7. PAYMENT.....	15
8. INVOICING INSTRUCTIONS	16
9. CERTIFICATIONS.....	16
10. APPLICABLE LAWS.....	16
11. CONTRACT ADMINISTRATION	16
ANNEX A - STATEMENT OF WORK	17
ANNEX B – TECHNICAL EVALUATION CRITERIA	21
ANNEX C – FINANCIAL PROPOSAL	23
ANNEX D - CERTIFICATIONS	25



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, and Certifications.

2. Summary

By means of this RFP, NRCan is seeking proposals from bidders for managed information technology services for the hosting of NunavutGeoscience.ca

The period of the contract shall be for approximately one (1) year with the option to extend the period of the contract for up to four (4) additional twelve (12) month periods.

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 (2014-06-26) 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 or e-mail address, 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: Purnima Kaul

or **Email:** Purnima.Kaul@NRCan-RNCan.gc.ca

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 Facsimile transmission of proposals is permitted, in accordance with Article 8 of Standard Instructions - Goods or Services - Competitive Requirements 2003 (2014-06-26).

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. 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.

5. 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.

6. 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.

7. 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.

8. BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

The Contractor will take ownership of the Foreground Information arising from the performance of the work in accordance with the Treasury Board Policy on Intellectual Property. For reference, the Treasury Board Site is: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697>

9. 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 - (one (1) original hard copy and three (3) hard copies): four (4) hard copies in total

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 (four (4) 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.

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.

OR

Bidders must provide their bid as three (3) separate pdf file attachments as follows:

Section I: Technical Bid - 1 copy as a pdf file

Section II: Financial Bid - 1 copy as a pdf file. 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 copy as a pdf file

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.



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.

9.1 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 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.)

9.2 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.

9.3 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 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 rate on the date of payment by Canada.

9.4 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	$\frac{88 \times 70}{88} = 70.00$	$\frac{**75 \times 30}{85} = 26.47$	96.47
Bidder 2	$\frac{82 \times 70}{88} = 65.23$	$\frac{**75 \times 30}{80} = 28.13$	93.36
Bidder 3	$\frac{76 \times 70}{88} = 60.46$	$\frac{**75 \times 30}{75} = 30.0$	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 sent to unsuccessful bidders within seventy-two (72) days after award of any contract. Bidders may request and receive a debriefing provided that a written request is received by e-mail at Purnima.Kaul@NRCan-RNCan.gc.ca no later than 30 calendar days from the sent date of the regret letter.

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 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) The General Conditions - Professional Services - Medium Complexity 2010B (2014-06-26);
- (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 _____ *(insert date of bid)*

3. Term of Contract

3.1 Period of the Contract

The Work is to be performed during the period of approximately the date of Contract Award to August 31, 2015 inclusive.

3.2 Option to Extend the Contract, if it is deemed necessary

The Contractor grants to NRCan the irrevocable option to extend the period of the contract for up to four (4) additional twelve (12) month periods from September 1, 2015 to August 31, 2019 under the same terms and conditions and at the prices and/or rates stated in the contract.



- Option Period 1:** September 1, 2015 to August 31, 2016
- Option Period 2:** September 1, 2016 to August 31, 2017
- Option Period 3:** September 1, 2017 to August 31, 2018
- Option Period 4:** September 1, 2018 to August 31, 2019

The option may only be exercised by the Contracting Authority, at the request of the Project 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 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) (<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 - Professional Services - Medium Complexity 2010B (2014-06-26) apply to and form part of the Contract with the modifications to the text below. If there is a conflict between the provisions of **2010B** and this document, this document prevails.

- 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

The Contractor will take ownership of the Foreground Information arising from the performance of the work in accordance with the Treasury Board Policy on Intellectual Property. For reference, the Treasury Board Site is: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697>

SACC Manual clause 4006 - Contractor 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 Withholding Tax of 15 Percent

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.

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

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

OR

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: **Purnima Kaul**
Title: Contracting Officer
Organization: Natural Resources Canada
Address: 580 Booth Street, Ottawa, Ontario, K1A 0E4
Telephone: *(To be completed at contract award)*
Facsimile: 613-947-5477
E-mail address: Purnima.Kaul@NRCan-RNCan.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 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 \$ _____ (*insert dollar value*), 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 monthly for charges incurred 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 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.

8. INVOICING INSTRUCTIONS

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

E-mail:

Invoicing@NRCan.gc.ca

Note:

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

OR Fax:

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

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

Note:

Use highest quality settings available.

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

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

Contract number: **3000XXXXX (To be completed at 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

SW.1.0 TITLE

Managed information technology services for the hosting of NunavutGeoscience.ca

SW.2.0 BACKGROUND

NunavutGeoscience.ca is a public-facing website dedicated to the dissemination of geoscience information for the territory of Nunavut. The website is maintained by the Canada-Nunavut Geoscience Office; an office established through a partnership between the Government of Canada (GC), the Government of Nunavut (GN) and Nunavut Tunngavik Inc.

Up until September 2013, NunavutGeoscience.ca was hosted by the GC. It was taken offline due to a security issue, which was resolved, but remained offline because it is non-compliant with GC web standards. Given that NunavutGeoscience.ca is not a GC website and not subject to GC web standards, privately managed information technology services are being sought to bring it back online as soon as possible.

SW.3.0 OBJECTIVES

For approximately a one (1) year period, the Contractor will provide managed information technology services for the hosting of NunavutGeoscience.ca.

SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Tasks, Deliverables, Milestones and Schedule

Tasks/Activities	Deliverables/Milestones	Time Schedule
Deploy and configure architecture in accordance with specifications in section SW.4.4.	A remotely accessible instance of Windows Server, file repository and supported databases.	Up to two (2) weeks from the date of Contract Award.
Connect mailed external USB hard drive in accordance with specifications in section SW.4.4.6.	Project Authority is able to remotely connect to Windows Server to copy data from the hard drive.	Up to three (3) days after hard drive is delivered or after Window Server is remotely accessible.
Support the Project Authority in configuring Windows Server, file repository and databases.	NunavutGeoscience is available, accessible and operationally stable.	For the full duration of the contract.
Provide backups, monitoring, alerts, support and service level in accordance with specifications in section SW.4.4.		
Utilize software licenses provided by the Project Authority.	Software licenses provided by the Contractor are replaced with those provided by the Project Authority and any versions of licensed software will be upgraded or downgraded accordingly.	Upon Contract Award and at the beginning of each option year.



SW.4.3 Method and Source of Acceptance

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

SW.4.4 Specifications and Standards

NunavutGeoscience.ca is a low traffic website (~1000 visitors per month), but hosts a large set of data that is accessed by clients with fast internet connections and by those in remote locations with slow satellite internet connections.

SW.4.4.1 Applications

The applications composing NunavutGeoscience.ca require the following minimum configuration:

- Windows Server 2012 R2 Standard
- Processor: Quad core
- Memory: 4GB
- Storage: 100GB
- Unique IP

The instance Windows Server will need to be managed by the Contractor, but with remote access and admin privileges granted to the Project Authority.

SW.4.4.2 File Repository

The applications access a file repository that contains two sets of files: uncompressed and compressed. The uncompressed files total about 600GB and grow by about 50GB every year. The compressed files total about 70% of the uncompressed files.

Currently, there is a combined (uncompressed and compressed) total of about 1TB in the file repository.

Regardless of how the file repository is hosted, it must be accessible to the applications as a drive in the instance of Windows Server described in section SW.4.4.1. Further, remote access must be granted to the Project Authority and grantable to other users to allow uploads of new files from our local file repository.

SW.4.4.3 Databases

NunavutGeoscience.ca depends on the following three databases:

- Oracle 11g R2 – 300MB of data
- PostgreSQL 9.3 with PostGIS 2.1.2 – 300MB of data
- MySQL 5.5 or later (or compatible equivalent, e.g. MariaDB) – 50MB of data

A managed instance of Oracle is a MANDATORY requirement while managed instances of PostgreSQL and MySQL are OPTIONAL (point-rated) requirements.

If the Contractor cannot manage instances of PostgreSQL and/or MySQL and is awarded the contract, then the Project Authority will manage instances of one or both alongside the applications on the instance of Windows Server described in section SW.4.4.1.

Remote access to all managed databases must be granted to the Project Authority to manage their schemas through database-specific command-line tools (e.g. SQL*Plus, psql, mysql) and graphical tools (e.g. Toad, pgAdmin, MySQL Workbench).



SW.4.4.4 Backups

Managed full plus incremental backups of important operating system files, applications, file repository and databases are required.

SW.4.4.5 Monitoring and Alerts

Monitoring and alerts for the various components of NunavutGeoscience.ca is required and includes:

- Server status
- Hardware usage, e.g. RAID, CPU, HDD
- PING and TCP services
- Database availability
- Bandwidth utilization

SW.4.4.6 Service Level

The following minimum service level is required:

- 100% network and power uptime guarantee
- Hardware replacement guarantee
- 24x7x365 support

SW.4.4.7 Software Licenses

The Contractor is expected to provide all necessary software licenses that includes but is not limited to Windows Server 2012 R2 Standard and Oracle 11g R2.

At the beginning of each option year, the Project Authority reserves the right to provide their software licenses to use in place of those provided by the Contractor. Consequently, the monthly fees charged would be reduced to reflect the licenses provided by the Contractor that are no longer needed.

It may be necessary for the Contractor to upgrade or downgrade software according to the licenses provided by the Project Authority. For example, if the Contractor provided a license for Oracle 11g R2 Standard Edition and then later the Project Authority provided a license for Oracle 11g R2 Standard Edition One, the Contractor would need to downgrade Oracle 11g R2 from Standard Edition to Standard Edition One.

SW.4.4.8 Architecture

Any architecture that results in a lower cost while satisfying the above requirements and without compromising the availability, accessibility and operational stability of NunavutGeoscience.ca will be scored higher.

The historical architecture behind NunavutGeoscience.ca was simply a dedicated server with everything but Oracle (Windows Server, applications, file repository, PostgreSQL and MySQL) installed to it. The Oracle tablespaces of NunavutGeoscience.ca were provisioned on a shared Oracle instance.

Do not take this historical architecture as a requirement. The Contractor's expertise is deferred to for an architecture appropriate for our needs.

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor's Obligations

Work with the Project Authority to ensure NunavutGeoscience.ca is available, accessible and operationally



stable.

Upon Contract Award, the Project Authority will mail an external USB hard drive containing the applications and file repository data to the Contractor for connection to the Window Server 2012 R2 Standard instance. The Project Authority will remotely connect and copy the files to the appropriate locations. Upon completing the copy, the Contractor will mail the hard drive back to the Project Authority.

SW.5.2 Period of the Contract

The period of the Contract is approximately for approximately one (1) year.

SW.5.3 Location of Work, Work Site and Delivery Point

Work will be completed at the Contractor's place of business. Secure remote access in accordance with specifications in section SW.4.4 will be granted to the Project Authority.



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 will 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.

Please note that all project experiences referenced must be at least 1 month in length to be considered.

Criterion ID	Mandatory Criteria	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	The proposed resource possesses a minimum of five (5) years of experience with Oracle Database and a minimum of two (2) years of experience with specifically Oracle Database 11g R2 .	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	The proposed resource possesses a minimum of five (5) years of experience with Microsoft Windows Server and a minimum of one (1) year of experience with specifically Microsoft Windows Server 2012 R2 .	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	The Contractor's proposal includes a description of architecture that satisfies the specifications and standards outlined in section SW4.4 of the Statement of Work.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M4	The proposed resource is able to conduct business in the English language.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M5	The proposed resource must be willing to be interviewed. An interview may be held to validate the information and assess the resource's ability to communicate in English. During the interview the resource will be evaluated on his/her ability to answer questions with clarity, conciseness and technical accuracy.	<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.

Only those proposals which are responsive (compliant) with all of the mandatory criteria will be further considered for award of a contract. Proposals not meeting the mandatory criteria will be deemed non-responsive.

Item	Rated Requirements	Points Breakdown	Maximum Points	Demonstrated Compliance, cross reference to Technical Proposal
R1	The proposed resource possesses a minimum of five (5) years of experience with PostgreSQL and a minimum of two (2) years of experience with specifically PostgreSQL 9 .	10 points	10	
R2	The proposed resource possesses a minimum of five (5) years of experience with MySQL (or compatible equivalent, e.g. MariaDB) and a minimum of two (2) years of experience with specifically MySQL 5.5 or later (or compatible equivalent, e.g. MariaDB 5.5 or later).	10 points	10	
R3	The proposed resource possesses both R1 and R2 .	5 points	5	
R4	The proposed resource is an Oracle Gold, Platinum or Diamond Partner with specialization in Oracle 11g .	5 points	5	
R5	The proposed resource is a Microsoft Silver or Gold Partner with competency in Hosting .	5 points	5	
R6	The proposed resource possesses both R4 and R5 .	5 points	5	
Total Maximum points available			40	



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 Firm Price

Bidder tendered all-inclusive firm price to perform the work is \$ _____ in Canadian funds, GST/HST excluded.

The Bidder will complete the table below by providing its proposed all-inclusive firm amounts for the professional services:

	Description of Professional Services	All-inclusive Firm Price (GST/HST excluded)
1	Providing managed information technology services for the hosting of NunavutGeoscience.ca from approximately the date of Contract Award to August 31, 2015 inclusive.	\$



2	<p>The Contractor is expected to provide all necessary software licenses that includes but is not limited to Windows Server 2012 R2 Standard and Oracle 11g R2.</p> <p>At the beginning of each option year, the Project Authority reserves the right to provide their software licenses to use in place of those provided by the Contractor. Consequently, the monthly fees charged would be reduced to reflect the licenses provided by the Contractor that are no longer needed.</p> <p>It may be necessary for the Contractor to upgrade or downgrade software according to the licenses provided by the Project Authority. For example, if the Contractor provided a license for Oracle 11g R2 Standard Edition and then later the Project Authority provided a license for Oracle 11g R2 Standard Edition One, the Contractor would need to downgrade Oracle 11g R2 from Standard Edition to Standard Edition One.</p>	
	Total all-inclusive Firm Price	\$

C3.2 Bidder Total Tendered Price

Bidder total tendered price to perform the work from approximately the date of Contract Award to August 31, 2015 inclusive (Total of C3.1 above, as applicable):	\$
Bidder total tendered price for the four (4) twelve-month option period from September 1, 2015 to August 31, 2019:	\$
Bidder total tendered price inclusive of optional periods:	\$



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 - 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.

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.