



REQUEST FOR PROPOSAL NUMBER:	RNCAN-119255
TITLE:	Advanced Leadership program
DATE OF SOLICITATION:	July 22 th , 2014 (Daylight Savings Time EDT)
SOLICITATION CLOSING DATE AND TIME:	September 2nd, 2014 at 2:00 P.M. (Daylight Savings Time EDT)
ADDRESS INQUIRIES TO CONTRACTING AUTHORITY:	France Bolduc Natural Resources Canada Procurement Officer email : france.bolduc@NRCan.gc.ca
SECURITY:	There is a security requirement associated with this solicitation.
SEND PROPOSAL TO:	RNCAN_Quebec_bid_soumission@NRCan.gc.ca IMPORTANT : write the following information in object : RNCAN-119255 – Advanced Leadership Program
VENDOR/FIRM NAME AND FULL POSTAL ADDRESS (PLEASE PRINT):	
CONTACT/TELEPHONE/FAX/EMAIL ADDRESS:	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT):	
PROPOSAL TO: NATURAL RESOURCES CANADA We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto and on any attached sheets at the price(s) set out therefore. Signature of Person Authorized to Sign on behalf of Vendor/Firm: Date _____	



REQUEST FOR PROPOSAL (RFP)
FOR
Advanced Leadership Program
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 # RNCAN-119255, 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 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 to develop training and coaching program following an individual assessment already made by the Public Service Commission (PSC) – Assessment of Middle Management Potential.

The services are required for the CanmetENERGY Energy Science and Technology Centre, located in Varennes, and the contract will be valid from date of granting until March 31, 2015.

There is a security requirement associated with this requirement. For additional information, consult Part 2 – Bidder Instructions, and Part 4 - Resulting Contract Clauses. Bidders should consult the “Security Requirements for PWGSC bid Solicitations – Instructions for Bidders (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

This requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada - Chile Free Trade Agreement (CCFTA) and the Canada-Peru Free Trade Agreement (CPFTA).

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 (2012-07-11) 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** – not applicable
- **Under Subsection 2 of Section 20:** not applicable.

2. SUBMISSION OF BIDS/ BID RECEIVING UNIT ADDRESS

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

RNCAN_Quebec_bid_soumission@RNCAN-NRCAN.gc.ca

IMPORTANT: write the following information in object: RNCAN-119255 – Advanced Leadership Program

The financial proposal **MUST** be presented in a separate document from the technical proposal.

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

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.

3. ENQUIRIES - BID SOLICITATION

All enquiries must be submitted *in writing* to the Contracting Authority no later than ten (10) business days before the bid closing date. Enquiries received after that time may not be answered.

Please note that the Contracting Authority will be absent from 14 July to 8 August inclusive.
During this period, please send any questions to
Danie.Juneau@RNCAN.gc.ca or Diana.Toomey@RNCAN.gc.ca

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 a security requirement associated with this solicitation. Bidders are requested to provide the full name and date of birth or security clearance certificate number for each proposed resource or indicate that sponsorship is required.

Bidders that currently do not meet any of the security requirements identified in this bid solicitation MUST initiate the security screening process immediately as indicated in Annex F.

4.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 4 – Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 4 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

4.2 Canada will not delay the award of any contract to allow bidders to obtain the required clearance.

4.3 For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](#)" document on the Departmental Standard Procurement Documents Web site

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 contract will not result in the development of any intellectual property.

9. BID PREPARATION INSTRUCTIONS

It is requested that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid – 1 electronic copy

Section II: Financial Bid - 1 electronic copy, *in a separate document*.

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 electronic

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) format;
- (b) use a numbering system that corresponds to the bid solicitation.

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 Provincial 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.

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 to 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 base on the average hourly rate

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	86	80
Average Hourly rate by Bidder	\$67.00	\$69.00	\$64.00
CALCULATIONS			
	Technical Points Achieved	Rated Price Points Achieved	Total Points Achieved
Bidder 1	$\frac{88 \times 70}{88} = 70.00$	$\frac{**64 \times 30}{67} = 28.66$	98.66
Bidder 2	$\frac{86 \times 70}{88} = 68.41$	$\frac{**64 \times 30}{69} = 27.83$	96.24
Bidder 3	$\frac{80 \times 70}{88} = 63.64$	$\frac{**64 \times 30}{64} = 30.00$	93.64
* Represents the highest technical score			
** Represents the lowest average hour rate			

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.

See next page for Average Hourly rate calculation



Calculation Average Hourly Rate

Example of Calculating the Average Hourly Rate				
DELIVERABLE	PROPOSED STAFF	ESTIMATED LEVEL OF EFFORT A	FIRM HOURLY RATE B	TOTAL COST A x B = C
Phase I	MR. DUBOIS	10 HRS	\$ 50.00	\$ 500.00
PHASE II	MRS. DEMERS	40 HRS	\$ 60.00	\$ 2,400.00
PHASE III	MR. BEAUDOIN	30 HRS	\$ 70.00	\$ 2,100.00
TOTAL		80 HRS TOTAL A		\$ 5,000.00 TOTAL C
AVERAGE HOURLY RATE = TOTAL C / TOTAL A \$ 5000.00 / 80 HRS AVERAGE HOURLY RATE = \$62.50				

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 through 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 France.Bolduc@NRCAN.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.

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) General Conditions - Professional Services - Medium Complexity 2010B (2012-07-16);
- (c) The supplemental general conditions identified herein;
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment; *(to be included at contract award)*
- (f) Annex "C", Security Requirements Check List
- (g) The Contractor's bid dated _____ *(insert date of bid)*

3. TERM OF CONTRACT

3.1 Period of the Contract

The period of the Contract is from date of Contract award to March 31, 2015 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) (<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. As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCAN).

- 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 contract will not result in the development of any intellectual property.

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.

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

4.4.3 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 REQUIREMENTS

1. The Contractor must, at all times during the performance of the Contract, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of:
 - a) the Security Requirements Check List (if applicable), attached at Annex E
 - b) the Industrial Security Manual (Latest Edition) <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

6. AUTHORITIES

6.1 Contracting Authority

The Contracting Authority for the Contract is:

France Bolduc
Procurement Officer
1055, P.E.P.S., C.P. 10380
Quebec, QC G1V 4C7
418-648-5043
france.bolduc@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 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 (including receipts for travel and living, if applicable) 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 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". 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, local travel and the like, must be included in the rates and will not be permitted as additional charges to the contract.

7.5 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:**

<p><u>E-mail:</u></p> <p>Invoicing@NRCan.gc.ca</p> <p>Note: Attach "PDF" file. No other formats will be accepted</p>	<p>OR</p>	<p><u>Fax:</u></p> <p>Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987</p> <p>Note: Use highest quality settings available.</p>
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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: *To be completed at contract award*

8.1 Supplemental Invoicing Instructions

Pursuant to paragraph 221 (1) (d) of the Income Tax Act, payments made by departments and agencies to Contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Supplementary Slip. To enable departments and agencies to comply with this



requirement, Contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other identifying supplier information as applicable, along with a certification as to the completeness and accuracy of the information. To this end, the form entitled "T1204 Information Reporting by Contractor" and attached hereto as Appendix "B1" must be completed and returned within seven (7) days of the award of a contract.

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 Quebec.



ANNEX A - STATEMENT OF WORK

Advanced Leadership Program

BACKGROUND

Natural Resources Canada – CanmetENERGY in Varennes wants to provide to a targeted employee group, advanced leadership training and coaching program.

This program will be addressed to employees well positioned to assume a leadership role in the organization: scientific leadership, project managers, deployment program managers, etc.

Fifteen (15) people have received an assessment of middle management potential by the Public Service Commission (PSC). These reports (Protected B documents) will be provided to the winning firm for consultation only during the first meeting.

It is a feeder group and these people have leadership potential, but have little or no management experience.

CanmetENERGY Varennes Advanced Leadership Program is part of a larger initiative, the Leadership Program, which is already in place and will identify and strengthen leadership skills of these people.

OBJECTIVES

By the end of the Advanced Leadership Program, each participant will be aware of his/her strengths and weaknesses in order to understand his/her leadership style, and will have completed a series of training and tailored coaching sessions to enable him/her to develop his/her leadership abilities in order to well respond to various management situations. Designated skills are the Public Service Leadership Competencies, such as:

- Values and ethics;
- Strategic thinking;
- Commitment; and
- Management excellence.

REQUIREMENTS OF THE MANDATE

The present mandate includes three phases:

Phase I: Individual meeting with employees and preparation of a development plan.

Phase II: Group training in NRCAN offices in Varennes, on chosen themes based on development needs identified during Phase I.

- The training shall have two components; a theoretical part and a practical part consisting of case studies and discussions of real-case studies brought by participants;
- The training material provided to the employee must be in French. It will be considered as an asset to have the training material in English as well.

Phase III: Individual coaching.

NOTE: All the individual meetings and individual coaching sessions must in French or in English, to the employee's choice, and must take place during normal working hours, between 9:00 am and 4:00 pm. NRCAN will provide rooms where the contractor can meet employees. A time sheet must be signed by each employee during the meetings. A 24-hour period must be given to employees for making appointments.



CALENDAR & DELIVERABLES

The mandate is divided into three phases:

	Description	Deliverables	Deadline
Phase I	Preparation of the development plans	<ul style="list-style-type: none">✓ Project initiation meeting with the director general.✓ The firm will look into the assessment of middle management potential reports made by the PSC.✓ Individual meetings with the 15 candidates to review their strengths and weaknesses in order to help them prepare a development plan.✓ Debriefing meeting with the director general.	End of September 2014
Phase II	Implementation of the training program delivered in <u>French only</u>	<ul style="list-style-type: none">✓ Present to the DG, and validate with him, the tailored training program that will be delivered, based on development needs identified with Phase I results.✓ Deliver the group training.	December 2014
Phase III	Individual coaching	<ul style="list-style-type: none">✓ Coaching with each participant to help and direct them for the development and improvement of their abilities.	March 31, 2015

A breakdown of activities by phase **must** be provided. See table at Appendix B.

These details will be used to assess the quality of the proposed approach and the understanding of the mandate's scope.



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.

N° of criterion	Mandatory criteria	Pass/Fail
M1	The proposed resource(s) shall have 5 years of experience related to leadership skill development. <ul style="list-style-type: none"> • Copies of curriculum vitae (CV) 	
M2	Breakdown of activities by phase (Appendix B).	
M3	The bidder must provide a breakdown of costs (See Annex C)	
M4	The Contractor must hold a valid <i>Designated Organization Screening (DOS)</i> , issued by the Canadian Industrial Security Directorate (CISD) and MUST provide a proof that the employees hired for this project hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. (attach copies of certificate) OR The Contractor must submit a proof that the Private Sector Organization Screening (PSOS) form has been completed and sent to the Contracting Authority before the Solicitation Closing Date. (see Annex F)	



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 required for the point rated technical criteria section (which is equivalent to 48 points of the total points available) will be further considered for award of a contract. Proposals not meeting the minimum points required will be deemed non-responsive.

The submitted proposals will be assessed according to the following criteria:

N° of criterion	Rated criterion	Rating system for evaluation criteria	Maximum number of possible points
RC1	<p>CLARITY, ORGANIZATION & LOGIC OF THE PROPOSAL</p> <p>The tenderer must submit his/her proposal in a clear, logical and well organized manner.</p>	<ul style="list-style-type: none"> The document is easy to understand and the sections are well identified. (2.5 pts) Logic level for expression of ideas. (2.5 pts) <p><i>See the evaluation grid at the end of Annex B</i></p>	5
RC2	<p>TRAINING MATERIAL</p> <p>The training material provided to employees must be in French. It will be considered as an asset to have the training material in English as well.</p>	<ul style="list-style-type: none"> Statement of delivery of the training material in English. 	5



N° of criterion	Rated criterion	Rating system for evaluation criteria	Maximum number of possible points
RC3	<p>QUALIFICATION OF RESOURCES</p> <p>The proposal shall demonstrate that the proposed resource(s) have knowledge and experience directly related to the project requirements.</p> <p>The proposed resource(s) must be bilingual or the provider must propose resources for each language in order to meet the requirements described in Appendix A.</p> <p>* If the provider proposes more than one resource, each resource will be assessed on 30 pts. The final score of each resource will be summed up and the total score will be brought back on 30 pts for assessment purposes.</p>	<ul style="list-style-type: none">• Studies/specialization in a field relevant to the mandate. (10 pts)• Overall experience of the resources in similar projects. (10 pts)• Level of experience in coaching. (10 pts) <p>See the evaluation grid at the end of Annex B</p>	30
RC4	<p>BREAKDOWN OF ACTIVITIES</p> <p><i>Fill out the table at the end of this appendix.</i></p>	<ul style="list-style-type: none">• Compliance with deadlines. (5 pts)• Logic level in proportion of hours according to the phase. (5 pts)• Quality of the proposed approach. (5 pts)• Understanding of the mandate's scope. (5 pts) <p>See the evaluation grid at the end of Annex B</p>	20



N° of criterion	Rated criterion	Rating system for evaluation criteria	Maximum number of possible points
RC5	<p>CONTENT OF THE PROPOSED TRAINING PROGRAM (approach and strategy)</p> <p>The tenderers must submit detailed course syllabi and present an overview of their teaching material and other relevant documents. <i>No limit on the number of pages applies to this criteria.</i></p> <p>The proposal should include the following elements:</p> <p>(a) The Public Service of Canada’s key leadership competencies: - Values and ethics; - Strategic thinking; - Commitment; and - Management excellence. Resource materials are available on the Government of Canada Website: Key leadership competencies (http://www.tbs-sct.gc.ca/tal/kcl/dwnld/klc-eng.pdf).</p> <p>(b) The results of the assessment of middle management potential reports made by the PSC. - Extent to which the training program can be tailored according to the results of the assessment reports.</p> <p>(c) The description of the program proposed content should include specific and relevant learning objectives for each proposed module; include innovative and creative approaches for the delivery of an advanced leadership program.</p>	<p>The depth and the level of detail of the proposal indicate understanding of magnitude and complexity of activities, as well as time constraints.</p> <ul style="list-style-type: none"> • Clear plan to ensure efficient collaboration and exchange of information between all participants. (15 pts) • Quality of recommended approach and suggested tools. (15 pts) • Proposed method for the performance of the work and any innovative or constructive ideas. (15 pts) <p><i>See the evaluation grid at the end of Annex B</i></p>	45



N° of criterion	Rated criterion	Rating system for evaluation criteria	Maximum number of possible points
RC6	<p>EXPERIENCE OF THE FIRM</p> <p>Provide three (3) descriptions, (not exceeding one (1) page each), of the provider experience related to design and delivery of a leadership program similar to the present mandate in terms of scope of services.</p>	<p>Each description must be for a different client. Descriptions must include the following information:</p> <ul style="list-style-type: none"> Name of the program Business sector of the client Dates et duration Name of the client organization Number of participants per course Type of participants Market value (in \$) <p>Degree of similitude of work experience related to the implementation of an advanced leadership program and, if applicable, any other relevant information, such as self-assessment tools for participants, proof of recognition, etc.</p> <p>(10 pts per project description)</p> <p>See the evaluation grid at the end of Annex B</p>	30
<p>Passing mark of the technical proposal: 60% of available points for technical criteria (81/135)</p>			<p>Total: / 135</p>

NOTE: If the proposal includes more project examples or mandates or pages than the number stipulated for the criteria, only the requested number will be taken into account, following the order of presentation.



The evaluation grid below will be used to assess proposals submitted by tenderers according to each rated criteria.

EVALUATION GRID	
Excellent (100%)	Rated criteria are covered in-depth and submitted information demonstrate a complete and deep understanding of all rated criteria elements.
Very good (80%)	Submitted information clearly indicates a full understanding of all rated criteria elements.
Good (60%)	Submitted information clearly indicates a full understanding of most of rated criteria, but not all.
Unsatisfactory (40%)	Submitted information indicates some understanding of criteria outlined, but do not demonstrate a full understanding of all rated criteria.
Poor (20%)	Submitted information indicates that the tenderer has a minimal understanding of criteria outlined.
Unacceptable (0%)	Submitted information does not meet criteria.



Breakdown of activities for each phase

Details provided in this table will be used to evaluate the quality of the proposed approach and understanding of the scope of work.

PHASE I			
Preparation of the development plans			
DELIVERABLE	NB OF HOURS	NB OF APPOINTMENT (IF APPLICABLE)	ESTIMATED DATE
Project initiation meeting with the director general.			
The firm will look into the assessment of middle management potential reports made by the PSC. (approx. 9-10 pages, 15 participants)			
Individual meetings with the 15 candidates to review their strengths and weaknesses in order to help them prepare a development plan.			
Debriefing meeting with the director general.			
PHASE II			
Implementation of the training program			
DELIVERABLE	NB OF HOURS	NB OF APPOINTMENT (IF APPLICABLE)	ESTIMATED DATE
Present to the DG, and validate with him, the tailored training program that will be delivered, based on development needs identified with Phase I results.			
Deliver the group training. (MINIMUM 50 HOURS)			
PHASE III			
Individual coaching			
DELIVERABLE	NB OF HOURS	NB OF APPOINTMENT (IF APPLICABLE)	ESTIMATED DATE
Coaching with each participant to help and direct them for the development and improvement of their abilities.			



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 Provincial Sales Tax (PST) 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 PST, 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 **\$ \$75,000.00** inclusive of all taxes in funding for this requirement, inclusive of a) the Price to perform the Work, and b) any Travel and Living and c) Miscellaneous Expenses that may be required; Goods and Services Tax (GST) or Provincial Sales Tax (PST) 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 Financial proposal – Limitation of expenditure

Bidder tendered price to perform the work is \$ _____ in Canadian funds, GST/PST excluded. Any Travel and Living Expenses, in accordance with Treasury Board Guidelines, and other miscellaneous expenses must be included in the price.

C3.1 Costs breakdown

It is mandatory to present the costs breakdown to support the firm price proposed at point C3.1. The cost breakdown should include the following information for each phase described in Annex A: List of the proposed staff, hourly rate and estimated level of effort.

Any level of effort/number of days/quantity provided in the cost breakdown is required only for evaluation purpose and should not be considered as commitment from NRCAN. Financial evaluation will be based only on the Average Hourly Rate and the resulting contract will be awarded at an hourly firm price proposed, as submitted by the winning supplier next page.



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 Provincial 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 solidarity 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.



ANNEX E – SECURITY REQUIREMENTS CHECK LIST (SRCL)









ANNEX F - PRIVATE SECTOR ORGANIZATION SCREENING (PSOS)

Bidders who do not meet the security requirements specified in this solicitation **MUST** initiate the security screening process immediately by completing the form on the next page.

It is mandatory to send the completed (sections A, B and C only) and signed form to the Contracting Authority before the solicitation closing date. The Contracting Authority will be the sponsor for the Organization Screening request from the Industrial Security Sector (ISS).

Submissions that do not comply with this request will be declared non-responsive and will not be considered for evaluation.

Additional information on the process: <http://ssi-iss.tpsgc-pwgsc.gc.ca/pdf/so-os-sheets-eng.pdf>





