



<b>REQUEST FOR PROPOSAL NUMBER:</b>	NRCan- 500015236
<b>TITLE:</b>	Jurisdiction Review of International Land Tenure Systems
<b>DATE OF SOLICITATION:</b>	December 16 <sup>th</sup> , 2014 (Eastern Standard EST)
<b>SOLICITATION CLOSING DATE AND TIME:</b>	January 8 <sup>th</sup> , 2015 2:00 P.M. (Eastern Standard EST)
<b>ADDRESS INQUIRIES TO CONTRACTING AUTHORITY:</b>	Carli Grady Natural Resources Canada Procurement Officer Fax: (613) 996-1024 Email: Carli.Grady@Nrcan.gc.ca
<b>SECURITY:</b>	There is no security requirement associated with this solicitation.
<b>SEND PROPOSAL TO:</b>	Natural Resources Canada Attention: Carli Grady Carli.Grady@nrcan.gc.ca
<b>VENDOR/FIRM NAME AND FULL POSTAL ADDRESS (PLEASE PRINT):</b>	
<b>CONTACT/TELEPHONE/FAX/EMAIL ADDRESS:</b>	
<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT):</b>	
<b>PROPOSAL TO: NATURAL RESOURCES CANADA</b>	
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.	
<b>Signature of Person Authorized to Sign on behalf of Vendor/Firm:</b>	
<b>Date</b> _____	



## REQUEST FOR PROPOSAL (RFP)

FOR

Jurisdiction Review of International Land Tenure Systems

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 #500015236** 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**

### **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.

### **Summary**

The intent of the contract is to engage with an independent and knowledgeable external source to obtain strategic information to complement the ongoing land tenure working group's review processes.

The Consultant is expected to undertake a scan of relevant international jurisdictions and provide a Report for the Working Group on the current land tenure systems of a select group of international jurisdictions with established offshore oil and gas industries that are competing with Atlantic Canada for new investments for new investments in offshore exploration and development.

By means of this RFP, NRCan is seeking proposals from bidders for Jurisdiction Review of International Land Tenure Systems.

The period of this contract is from contract award to February 28<sup>th</sup>, 2015.



## Part 2 – Bidder Instructions

### STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

**Standard Instructions - Goods or Services - Competitive Requirements 2003 (2013-06-01)** are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3):** *delete* "Public Works and Government Services Canada" and *insert* "Natural Resources Canada". *Delete* "PWGSC" and *insert* "NRCan".
- **Under Subsection 4 and 5 of Section 1 - Code of Conduct and Certifications:** *delete* in its entirety
- **In section 2:** *delete* "Canadian suppliers are required to" and insert "It is suggested that Canadian suppliers"
- **Under subsection 4 of Section 5 – Submission of Bids:** *delete* "sixty (60) days" and *insert* "ninety (90) days"
- **Under Subsection 1 of Section 8 - Transmission by Facsimile:** *delete* "819-997-9776" and *insert* "613-995-2920"
- **Under Subsection 2 of Section 20:** not applicable.

### SUBMISSION OF BIDS/ BID RECEIVING UNIT ADDRESS

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

Natural Resources Canada  
**Attention: Carli Grady**  
**[Carli.Grady@nrcan.gc.ca](mailto:Carli.Grady@nrcan.gc.ca)**

**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.

### ENQUIRIES - BID SOLICITATION

All enquiries must be submitted in writing to the Contracting Authority no later than December 22<sup>nd</sup>, 2014 at 10:00 am. 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.

### **SECURITY REQUIREMENT**

There is no security requirement associated with this solicitation

### **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.

### **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.

### **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.

### **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.

### **BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY**

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

### **BID PREPARATION INSTRUCTIONS**

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 – 1 soft copy

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

**Section III:** Certifications (1 soft copy)

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.

#### **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for successfully carrying out the work as described in the 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 solitarily liable for the performance of any resulting contract awarded as a result of a joint venture.)



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

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

## **Section II: Financial Bid**

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

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

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

## **Section III: Certifications**

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





### Part 3 - Evaluation Procedures and Basis of Selection

#### 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.

#### 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.

#### 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.

<b>Example of 70% Technical Merit and 30% Price Determination</b>			
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Technical Points Achieved by Bidder</b>	88	82	76
<b>Price Quoted by Bidder</b>	\$85,000	\$80,000	\$75,000
<b>CALCULATIONS</b>			



	Technical Points Achieved	Rated Price Points Achieved	Total Points Achieved
<b>Bidder 1</b>	$\frac{88}{*88} \times 70 = 70.00$	$\frac{**75}{85} \times 30 = 26.47$	96.47
<b>Bidder 2</b>	$\frac{82}{*88} \times 70 = 65.23$	$\frac{**75}{80} \times 30 = 28.13$	93.36
<b>Bidder 3</b>	$\frac{76}{*88} \times 70 = 60.46$	$\frac{**75}{75} \times 30 = 30.0$	90.46
* Represents the highest technical score ** Represents the lowest priced proposal			

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

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

**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.

**CONTRACT AWARD NOTICE/ BIDDER PROPOSAL EVALUATION DEBRIEFING**

A Contract Award Notice (CAN) will be prepared and published on the Government Electronic Tendering Service (GETS) hosted by Public Works and Government Services Canada’s website <https://buyandsell.gc.ca/> within seventy-two (72) days after award of any contract. Bidders may request and receive a de-briefing provided that a written request is received by e-mail at [Carli.Grady@NRCan-RNCan.gc.ca](mailto:Carli.Grady@NRCan-RNCan.gc.ca) no later than thirty (30) calendar days from the published date of the CAN.

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

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto: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](http://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.

### 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)*

### 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 (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)*

### Term of Contract

#### **Period of the Contract**

The period of the Contract is from date of Contract award to *February 28<sup>th</sup>, 2015* inclusive.

### Standard Clauses and Conditions

Notwithstanding that they have not been expressly articulated, all clauses and conditions identified in the Contract by number, date and title are applicable and are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### **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).

### **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.

### **Intellectual Property**

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



## Supplemental General Conditions

The following clauses apply to this contract:

### 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](mailto: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](mailto:boa.opo@boa.opo.gc.ca).

**Withholding Tax of 15 Percent** *(if applicable; not required if limited to Canadian suppliers)*



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.

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

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

**OR**

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

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

**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](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp)

**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.

**Security Requirement**

There is no security requirement associated with this solicitation.

**AUTHORITIES**

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

The Contracting Authority for the Contract is:

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

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



## 6.2 Project Authority *(To be completed at contract award)*

The Project Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 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 upon completion and in accordance with the Basis of Payment and certification by the Project Authority that work performance was satisfactory and acceptable.



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

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

**7.3 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

**7.4 Firm Per Diem Rate(s) (also known as daily rate)**

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

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

**7.6 Miscellaneous Expenses**

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

**INVOICING INSTRUCTIONS**

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

E-mail:

[Invoicing@NRCan.gc.ca](mailto: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: *(To be completed at contract award)*

**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.

**APPLICABLE LAWS**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. *(To be completed at contract award)*

**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](mailto:boa.opo@boa.opo.gc.ca).





## **ANNEX A - STATEMENT OF WORK**

### **Title: Jurisdictional Review of International Land Tenure Systems**

#### **SCOPE:**

Natural Resources Canada (NRCan) requires a Consultant (or Contractor) for development and delivery of a report that outlines the current land tenure elements of selected international jurisdictions with established offshore oil and gas industries.

#### **PURPOSE AND KEY OBJECTIVES:**

The intent of the contract is to engage with an independent and knowledgeable external source to obtain strategic information to complement the ongoing land tenure working group's review processes.

The Consultant is expected to undertake a scan of relevant international jurisdictions and provide a Report for the Working Group on the current land tenure systems of a select group of international jurisdictions with established offshore oil and gas industries that are competing with Atlantic Canada for new investments for new investments in offshore exploration and development.

#### **BACKGROUND:**

In March 2013, a Working Group of officials from Newfoundland and Labrador (NL) Natural Resources, Nova Scotia (NS) Energy and Natural Resources Canada was established to recommend improvements to the existing land tenure system for Accord areas in Atlantic Canada. As such, the governments of NL, NS and Canada began reviewing key elements of a rights issuance regime, namely, the frequency, timing, duration and identification of lands; the appropriate selection criteria for assessing bids and the means for enticing new entrants within our respective jurisdictions. The mandate of the Working Group is to provide analysis and advice on these matters to federal and provincial Ministers for consideration (Ministers of Natural Resources Newfoundland and Labrador Department of Natural Resources, and Nova Scotia Department of Energy). Recommendations might, as necessary, touch upon legislative, regulatory, policy and administrative matters.

Since March 2013, officials have held various internal meetings to discuss, among other things, scenarios for revising and modifying the rights issuance process. In order to adequately embark on the process, it was determined that a review of international processes would be valuable. In this regard, the Working Group held a number of workshops during 2013 with various international geophysical companies, oil and gas experts and international regulators as a means to garner their expertise internationally and to focus on policy initiatives that may achieve the goals.

As part of the continuing work of the Working Group and to further develop our understanding of international land tenure systems, the governments of Newfoundland and Labrador, Nova Scotia and Canada agreed to commission a report that outlines the current land tenure process of selected international jurisdictions with established offshore oil and gas industries.

#### **APPLICABLE DOCUMENTS**

Relevant material will be provided to the successful Consultant. Background information on the land rights issuance process on Atlantic Canada's offshore regions can be found on the Canada-Newfoundland and Labrador Offshore Petroleum Board (CNLOPB) and the Canada-Nova Scotia Offshore Petroleum Board (CNSOPB) websites:

CNLOPB: [http://www.cnlopb.nl.ca/land\\_issuance.shtml](http://www.cnlopb.nl.ca/land_issuance.shtml)

CNSOPB: <http://www.cnsopb.ns.ca/lands-management/licensing>



## REQUIREMENTS

NRCan's Frontier Lands Management Division (FLMD) is seeking a senior level Consultant, on a short term basis, to provide strategic information and services in connection with land tenure regimes of selected international jurisdictions with established offshore oil and gas industries, as previously described. Consultants must clearly demonstrate on the proposal that they meet the following key qualifications:

- Strong knowledge and understanding of the global and Canadian offshore oil and gas sector
- Extensive experience conducting research, strategic reviews and projects related to international land tenure systems and rights issuance processes for international jurisdictions

## TASKS

The successful Contractor will be tasked with the following:

- **PLANNING**
  - Meet (through a conference call) with the Working Group members at the beginning of the contract (planning meeting to gain better understanding of the Working Group's objectives, work required, and to receive relevant feedback from the Working Group)
  - Collect, review and assess relevant background materials to draft a presentation
- **REPORTING**
  - Prepare and submit draft reports (electronic format) to present initial findings, as well as a final report

## THE REPORT/ JURISDICTIONAL SCAN

The Report should be in the form of a power point presentation. The presentation should consist of detailed slide(s) for each jurisdiction (described below) and conclude with a summary table of all jurisdictional requirements. The goal of the Report is to provide a comparison of the requirements to maintain oil and gas rights, or tenure, in these jurisdictions.

The jurisdictional scan will cover offshore land tenure information for the following countries: the United Kingdom; Norway; the United States/Gulf of Mexico & Alaska; Australia; and Brazil; Iceland; Denmark/Greenland; Netherlands; Ireland and New Zealand.

The jurisdictional scan should outline the following elements of the offshore land tenure system for each jurisdiction:

- Land sale/rights disposition process(s) (type of host government contracts i.e. concession or other)
- Selection criteria (sole vs. multiple criterion, minimum bid requirements, security deposits, other requirements, etc.)
- Instruments of title (licences /agreements etc.)
- Duration/term (well/drilling obligation?)
- Extensions (deposits required? Rational or Criteria? etc.)
- Confidentiality period for seismic (proprietary and multi-client) and well data
- Rentals (applicable? amount?)
- Relinquishments (requirements or incentives?)
- Consolidations



The jurisdictional scan should also include indicators of the maturity of the jurisdiction’s oil and gas industry such as:

- Cumulative seismic data collected & total exploration wells drilled
- Number of companies operating (major, mid-size, NOCs)
- Number of existing licences/total area under licence or agreement;
- Amount of acreage awarded (per year/per cycle)
- Resources, reserves produced as well as remaining oil and gas reserves
- Fiscal incentives (what type, if any)

No comparative analysis will be required for the report. However, where possible the jurisdiction scan should include any potential or proposed changes to the land tenure systems in the applicable jurisdictions (e.g. recent licencing initiatives).

**DELIVERABLES**

The Contractor shall provide all materials and services necessary to meet the objectives. The draft and final reports required for this project shall be prepared in accordance with generally accepted practices in sufficient detail to ensure that report logic can be easily followed. Comments in the form of revisions, deletions, additions, and corrections shall be incorporated into the final deliverable. All drafts and final deliverables shall be submitted in electronic format.

The expected timelines for key tasks and deliverables are as follows:

<b>Task</b>	<b>Deliverable</b>
Procurement and Planning elements	Kick off meeting: to liaise Consultant with working group members and receive relevant feedback on the work required (maximum time – 2 hours)
Reporting	1 <sup>st</sup> Draft Report:  2 <sup>nd</sup> Draft Report:  Final Report*:

**TRAVEL EXPENSES**

No travel expenses will be required for this contract.



## 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.

Req. ID	Mandatory Requirement	Pass / Fail
<b>M1</b>	The bidder must be able to provide offshore land tenure information for the following countries: the United Kingdom; Norway; the United States/Gulf of Mexico & Alaska; Australia; and Brazil; Iceland; Denmark/Greenland; Netherlands; Ireland and New Zealand. <b>(Written certification to be provided with bid)</b>	
<b>M2</b>	The proposed Project Manager must have a minimum of five years work experience in successfully completing similar or related projects during the last 10 years (provide brief description and complexity of projects managed and completed)	
<b>M3</b>	The Bidder must provide detailed curriculum vitae (CV)s for each proposed resource.	



Req. ID	Mandatory Requirement	Pass / Fail
<b>M4</b>	<p>The Bidder MUST provide project summaries describing in detail their current and previous experience ,within the past 10 years, consulting on at least 3 of the following key areas:</p> <ul style="list-style-type: none"> <li>(1) land rights/land tenure;</li> <li>(2) investment indicators;</li> <li>(3) upstream oil and gas industry;</li> <li>(4) natural resources;</li> <li>(5) energy economics.</li> </ul> <p>Within each project summary provided, bidders must indicate:</p> <ul style="list-style-type: none"> <li>1. the name of the client organization;</li> <li>2. a brief description of the scope of the work done including an overview of the methodology used;</li> <li>3. the dates and duration of the project;</li> <li>4. the dollar value of the project;</li> </ul>	
<b>M5</b>	<p>The Bidder must provide a project work plan, which demonstrates their understanding of work to be performed which details as a minimum the following details:</p> <ul style="list-style-type: none"> <li>1) methodology</li> <li>2) schedule</li> <li>3) work description</li> <li>4) work breakdown for each proposed resource</li> </ul>	

**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.



Req. ID	Rated Requirement	Evaluation Criteria Scoring Method	Maximum Points Available	Bidder Score	Proposal Page #
RC1	The proposed Project Manager has Project management experience in excess of the minimum five (5) years.	<p><b>1 point</b> per year (12 months consecutive) above the minimum 5 years, to a maximum of 10 years.</p> <p><b>Multiplier:</b> for experience related to (land tenure) oil &amp; gas sector, the above score is multiplied by 2; for other projects related to the energy sector, the score above will remain the same</p>	10		
RC2	<p><b>Evaluation of Project summaries presented in M4:</b> The Bidders' Project Summaries will be evaluated against the following evaluation factors:</p> <ol style="list-style-type: none"> <li>1. Demonstrate through providing previous relevant work experience an understanding of NRCan's Statement of Work and final report requirements;</li> <li>2. Similarity of cited projects to NRCan's requirement;</li> <li>3. Details provided for each of the countries under jurisdictional review (based on Mandatory Information)</li> </ol>	<p><b>Excellent: 5 points per provided summary</b> - The summary provided meets all the requirements and the evaluation factors required to successfully complete and or exceed our requirement.</p> <p><b>Good: 3 points per provided summary</b> - The summary provided meets some of the requirements and the evaluation factors required to meet most of our requirement.</p>	10		
RC3	The presented project work plan (M 5) demonstrates a clear, logical and concise understanding of our requirement.	<p><b>Excellent: 5 points</b> (proposed approach identifies additional efficiencies and work is delivered on accelerated timeline)</p> <p><b>Good: 3 points</b> (work description includes all required sections from Statement of Work and work is delivered according to proposed timeline)</p>	5		



Req. ID	Rated Requirement	Evaluation Criteria Scoring Method	Maximum Points Available	Bidder Score	Proposal Page #
RC4	The Bidder provides project experience in more than three (3) of the five (5) key areas: geology/geophysics, petroleum engineering, economics, law, oceanography	<b>Excellent: 5</b> points (experience, knowledge and skills in five ( 5) required areas) <b>Good: 4</b> points (experience, knowledge and skills in three (3) areas described)	5		
RC5	The Bidder demonstrates competency advising on international jurisdictions (governments) by providing at least three comparable projects in the last five years	<b>Excellent: 5</b> points (over 3 comparable projects) <b>Good: 3</b> points (3 comparable projects)	5		
RC6	The Bidder demonstrates competency and experience advising in the Canadian and/ or provincial governments by providing at least three comparable projects in the last five years	<b>Excellent: 5</b> points (over 3 comparable projects) <b>Good: 3</b> points (3 comparable projects)	5		
RC7	The Bidders' proposed resources CV's provided in M3 should include: <b>Criteria 1:</b> A detailed description of the proposed resource's work experience (indicated in years/months) in consulting on oil and gas sector or on land rights  <b>Criteria 2:</b> Educational and professional designation attainments, and all other academic credentials related to the following; (1)geology/geophysics; (2)petroleum engineering; (3)economics; (4)law and; (5)oceanography.	<b>Criteria 1:</b> 1 point per year (12 months consecutive) with a 2x multiplier for experience within land rights <b>Max 10 pts</b>  <b>Criteria 2:</b> 1 point per educational and or professional designation attained in each category <b>Max: 5 pts</b>	15		
<b>Total:</b>			55		



## Annex C – Financial Proposal

### C1 TAXES AS RELATED TO BIDS RECEIVED

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

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

### C2 FUNDING LIMITATION

**NRCan has allocated a maximum of \$ 20,000.00 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 Harmonized Sales Tax (HST) is extra to the Funding Limitation; any bids received in excess of this maximum funding will be automatically deemed non-responsive and will not be evaluated.**

### C3 PRICING DETAILS TO BE PROVIDED IN FINANCIAL PROPOSAL

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

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

#### C3.1 Professional Fees:

A	B	C	D (BxC)
Category of Personnel	Per Diem Rate(s)	Level of Effort/Number of Days Required	Total Costs for Professional Fees
1.	\$		\$
2.	\$		\$
3.	\$		\$
4.	\$		\$
5.	\$		\$
<b>Bidder total tendered price to perform the work from contract award to February 28<sup>th</sup>, 2015</b>			<b>\$</b>

Any estimated level of effort specified in the Pricing Details detailed above is provided for financial proposal evaluation purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee. Travel, material and number of days (or level of effort) are provided as estimates only, and must not be construed as a commitment by NRCan to respect those estimated in any resulting contract.





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

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



## 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 solitarily 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.