



<b>REQUEST FOR PROPOSAL NUMBER:</b>	<b>NRCan-5000015753</b>
<b>TITLE:</b>	Safety requirement services for NRCan's facilities across Canada
<b>DATE OF SOLICITATION:</b>	29 April 2015 (Daylight Savings Time EDT)
<b>SOLICITATION CLOSING DATE AND TIME:</b>	08 June 2015 at 2:00 P.M. (Daylight Savings Time EDT)
<b>ADDRESS INQUIRIES TO CONTRACTING AUTHORITY:</b>	<b>Serge Tshimanga</b> Natural Resources Canada Procurement Specialist Email: <a href="mailto:Serge.Tshimanga@NRCan-RNCan.gc.ca">Serge.Tshimanga@NRCan-RNCan.gc.ca</a>
<b>SECURITY:</b>	There is no security requirement associated with this solicitation.
<b>SEND PROPOSAL TO:</b>	Natural Resources Canada Bid Receiving Unit, Mailroom 588 Booth street, Room 108 Ottawa, Ontario K1A 0Y7 Attention: Serge Tshimanga
<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

### SAFETY REQUIREMENT SERVICES FOR NRCAN'S FACILITIES ACROSS CANADA

FOR

### NATURAL RESOURCES CANADA (NRCAN)

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

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

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

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

**RFP # NRCAN-5000015753**, 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, Certifications, and any other annexes.

### Summary

By means of this RFP, NRCan is seeking proposals from bidders for Industrial Hygienist, Safety Engineering as well as Occupational Health and Safety Services on an as and when requested basis via Task Authorizations to support NRCan activities and research in NRCan's facilities across Canada.

The period of the contract shall be for one year with the option to extend the period of the contract for up to three (3) additional twelve (12) month periods.

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

## PART 2 – BIDDER INSTRUCTIONS

### 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 (2014-09-25)** 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** “Suppliers are required to” and insert “It is suggested that 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 location, by the time and date indicated on page 1 of this RFP document:

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

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

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

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

#### **ENQUIRIES - BID SOLICITATION**

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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

#### **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**

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: where the



Foreground consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software

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

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

## **BID PREPARATION INSTRUCTIONS**

In support of the Policy on Green Procurement, Proposals should be submitted in an electronic/soft format on a CD or USB Key. If not possible, a hard copy should be submitted.

### **ELECTRONIC/SOFT COPY OPTION:**

**IT IS REQUESTED THAT BIDDERS PROVIDE THEIR PROPOSAL IN SEPARATELY BOUND FILES AS FOLLOWS:**

**File I:** Technical Proposal and page 1 of the RFP completed.

**File II:** Financial Proposal - Prices related to the current solicitation must appear in the financial proposal only and are not to be indicated in any other file of the proposal; prices referenced in the financial proposal should not to be repeated in any other section of the proposal.

**File III:** Certifications

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.

### **Hard copy option:**

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

**Section I:** Technical Proposal – 4 hard copies (1 original, 3 copies)

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

**Section III:** Certifications - 1 hard copy (to be included with the 1 original technical)

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

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

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



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

### **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 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.

#### **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 (**60%**) and price (**40%**) will be recommended for award of a contract. See the following example table below.



<b>Example of 60% Technical Merit and 40% 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>Total ceiling rates</b>	\$85,000	\$80,000	\$75,000
<b>CALCULATIONS</b>			
	<b>Technical Points Achieved</b>	<b>Rated Price Points Achieved</b>	<b>Total Points Achieved</b>
<b>Bidder 1</b>	$\frac{88}{*88} \times 60 = 60.00$	$\frac{**75}{85} \times 40 = 35.29$	95.29
<b>Bidder 2</b>	$\frac{82}{*88} \times 60 = 54.55$	$\frac{**75}{80} \times 40 = 37.50$	92.05
<b>Bidder 3</b>	$\frac{76}{*88} \times 60 = 51.82$	$\frac{**75}{75} \times 40 = 40.0$	91.82
* 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 [Serge.Tshimanga@NRCAN-RNCAN.gc.ca](mailto:Serge.Tshimanga@NRCAN-RNCAN.gc.ca) no later than thirty (30) calendar days from the published date of the CAN.

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



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

### **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 \_\_\_\_\_.

### **2. PRIORITY OF DOCUMENTS**

If there is a discrepancy between the wordings of any document that appears on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The Articles of Agreement;
- (b) The General Conditions - Professional Services - Higher Complexity 2035 (2014-09-25);
- (c) Intellectual Property
- (d) The supplemental general conditions identified herein;
- (e) Annex "A", Statement of Work;
- (e) The Task Authorization detail;
- (f) Annex "B", Basis of Payment;
- (g) The Contractor's proposal dated \_\_\_\_\_.

### **3. TERMS OF THE CONTRACT**

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

The period of the Contract is from date of Contract award to 31 March 2016 inclusive.

#### **3.2 Option to Extend the Contract**

The Contractor grants to NRCan the irrevocable option to extend the period of the contract for up to three (3) additional twelve (12) month periods, under the same terms and conditions and at the prices and/or rates stated in the contract.

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

#### **3.3 Task Authorization**

##### **Task Authorizations:**

The Work or a portion of the Work to be performed under the Contract on an "as-and-when-requested basis" via a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until an email confirmation to proceed by Canada and



received by the Contractor. The Contractor acknowledges that any work performed before such confirmation and receipt will be done at the Contractor's own risk.

**Process of Task Authorization:**

1. The Project Authority will provide the Contractor with a description of the task and related details via an email.
2. The Contractor must provide the Project Authority; within **2** working days of receiving the email (or within any longer time period specified in the email) the proposed estimated level of effort (number of days) for performing the task. The Contractor will not be paid for preparing or providing its response or for providing other information. The per diem rate will be in accordance with the Basis of Payment specified in the contract.
3. The Project Authority will send an email confirmation to the Contractor in order to proceed with the task.
4. Any TA that does not bear the confirmation to proceed of the Project Authority is not validly issued by Canada. Any work performed by the Contractor without receiving a confirmation to proceed is done at the Contractor's own risk.

**3.4 Minimum work guarantee**

**"Total Estimated Cost"** means the total potential project value inclusive of option periods (*this will be on page one of the contract*);

**"Maximum Contract Value"** means the total potential project value per year and it is the amount specified in the "Basis of Payment" clause set out in the Contract (excluding Applicable Taxes); and

**"Minimum Contract Value"** means **5 %** of the Maximum Contract Value on the date the contract is first issued.

- a. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- b. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- c. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
  - i. for default.
  - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
  - iii. for convenience within ten business days of Contract award.

**4. STANDARD CLAUSES AND CONDITIONS**

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

**General Conditions**

**General Conditions - Professional Services - Higher Complexity 2035 (2014-09-25)** apply to and form part of the Contract with the modifications to the text below. If there is a conflict between the provisions of **2035** 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**

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: where the Foreground consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software

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

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

## **5. 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).

**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.

**6. SECURITY REQUIREMENT**

There is no security requirement associated with this solicitation.

**7. AUTHORITIES**

**Contracting Authority**

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.

**Project Authority**

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.

**Contractor's Representative**

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

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

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

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

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

**8. PAYMENT**

**Basis of Payment**

For professional services requested by Canada throughout the validity period of the contract, Canada will pay the Contractor, in arrears, up to a limitation of expenditure of **\$331,850.00**, for actual time worked and any resulting deliverables in accordance with the Task Authorization and rates set out in Annex B, Basis of Payment, and Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

**Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed the amount set out in basis of payment of the Contract, less any Applicable taxes
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.

### **Method of Payment**

Against invoices submitted upon completion of the Task Authorization 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.

### **Time Verification**

Time charged and the accuracy of the Contractor's time recording system is 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.

### **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.

### **Pre-Authorized Travel and Living Expenses (if applicable)**

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

### **Miscellaneous Expenses (if applicable)**



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.

## 9. 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: \_\_\_\_\_.

## 10. 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.

## 11. APPLICABLE LAWS

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

## 12. 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**

### **SW1 BACKGROUND**

Under its Departmental Occupational Health and Safety Policy, Natural Resources Canada (NRCan) is committed to ensuring the health and safety of all employees at NRCan. Given the complex nature of the research and development that takes place at our facilities the expertise of an Industrial Hygienist and Safety Engineer are often required.

These services will be called upon as required by NRCan to supplement existing in house OHS expertise on an as required basis.

### **SW2 OBJECTIVES AND SCOPE OF WORK**

The purpose is to provide Industrial Hygienist, Safety Engineering as well as Occupational Health and Safety Services to NRCan to support NRCan activities and research in the sectors. These services would be focused on the operations and activities conducted at NRCan's facilities and sector operations. The services will be requested on an "as and when" requested basis via Task Authorization.

Below are examples of services that could be required but not limited to:

- Review the air exchange rates in a laboratory and determine the exposure and risk factors of chemicals to scientists;
- Occupational Health and Safety program development;
- Regulatory Compliance;
- Review Pre Start Check lists prior to equipment commissioning;
- Review and revise procedures and directives to ensure OHS requirements are continually met;
- Hazardous material assessments (chemical, physical, biological);
- Hazard Prevention Programs;
- Exposure assessments;
- Emergency spill response;
- Potable water sampling and legionella sampling;
- Indoor air quality investigations;
- Air monitoring and testing;
- Human Health Risk Assessments;
- Toxicology assessments;
- Other issues relating to OHS as required.

The scope of work could extend outside of NRCan's facilities listed below to field operations.

- CanmetENERGY Devon, AB
- Bells Corners Complex, Ottawa ON
- CanmetMATERIALS Hamilton, ON
- CanmetENERGY Varennes, QC
- 601-615 Booth Street, Ottawa, ON
- Great Lakes Forestry Centre, Sault Ste-Marie ON
- Northern Forestry Centre, Edmonton AB
- Geological Survey of Canada, Calgary AB
- Atlantic Forestry Centre, Fredericton , NB
- Laurentian Forestry Centre, Ste-Foy, QC
- Pacific Forestry Centre, Victoria, BC
- CanmetMINING, 555 Booth, Ottawa, ON



## **SW3 TASKS**

### ***SW3.0 Project Manager***

The Project Manager will work as part of the project team in ensuring project scope; work plan, resources, and project schedule are implemented and developed for each task authorization. The Project Manager will consult with the Project authority and will be the primary contact for the project authority throughout the duration of the contract. The project manager will also ensure quality assurance and quality control measures are implemented during the project initiation and will ensure that the project remains within scope and budget unless directed otherwise by the project authority.

### ***SW3.1 Industrial Hygienist and Safety Engineer***

The services of the Industrial Hygienist and Safety Engineer will consist of travelling to NRCan's facilities across Canada, and establish a team consisting of occupational health and safety professionals (ROH, CIH, P.Eng. CRSP, CHSC) as a minimum. NRCan personnel from the DOHS or Sector Representatives group may participate as observers/facilitators.

Tasks could include but are not limited to:

- Site visits;
- Inspections/Audits;
- Sampling and analysis of water, indoor air quality, Designated Substances;
- Training development and/or training implementation;
- Report preparation;
- Report review as third party

### ***SW3.2 Program Procedures***

The contractor shall submit a tentative schedule for all phases of the occupational hazard evaluation for the identified laboratory. This schedule shall include milestones for the main planning, preparation, notification, execution, and reporting tasks.

## **SW4 DELIVERABLES**

The required deliverables (draft reports and final reports) will be written in English; with the exception of deliverables for facilities in Quebec, which will be written in French and New Brunswick which should be both French and English.

1. The Contractor shall submit the draft reports, in electronic copy, within three (3) weeks of completion of the on-site work; (DOHS and if applicable sector representatives shall review the draft report and provide comments within three (3) weeks of receiving the draft report from the Contractor);
2. The Contractor shall submit the final reports, in electronic copy, including two hard copies that are printed double-sided - within two (2) weeks of the receipt of comments from Departmental Occupational Health and Safety (DOHS), no later than March 31<sup>st</sup> of the respective fiscal year.
3. The Contractor shall mark in the front page of all reports as © *Her Majesty the Queen in Right of Canada, as represented by the Minister of Natural Resources.*

## **SW5 LANGUAGE CAPABILITY**

The on-site working language of all work will be English, except for:

- work at Quebec facilities will be in French; and
- work in Ottawa and New Brunswick will be bilingual.



All proposed work team members for work in Quebec, must have bilingual capability; they must be **fluent** in the French language for verbal and written communication. For the Ottawa and New Brunswick site visits, there needs to be at least one member of the on-site work team who can conduct verbal communication in French, in addition to English.

#### **SW6 NRCAN RESPONSIBILITIES**

All deliverables are to be approved by the Project Authority who may require corrections for any deficiencies prior to authorization of payments. The Project Authority also reserves the right to reject the work if it fails to meet an acceptable standard. On completion of efforts, all materials produced under this contract will be the property of NRCAN. The Contractor shall not divulge or disseminate any reports, information, programs, or documentation related to this work to any other party without prior written permission from NRCAN.

The Project Authority is responsible for:

- Authorizing use of on-site facilities for any work to be performed at NRCAN premises;
- Arranging for access to any NRCAN or related facilities during the conduct of on-site activities;
- Arranging for initial contacts with NRCAN stakeholders, with which the consultant must liaise in the performance of this engagement; and
- Defining any proposed changes to the scope of the work performed under the contract; and seeking departmental authority to amend the contract prior to any such work being performed by the Contractor.

#### **SW7 PROGRESS REPORTING**

The Contractor will provide weekly progress update to the Project Authority via email.

#### **SW8 TRAVEL AND LIVING EXPENSES**

Travel outside the National Capital Region (NCR) is not anticipated on this project. If necessary, all travel outside the NCR must be pre-authorized by the Project Authority.



## ANNEX B – TECHNICAL EVALUATION CRITERIA

### B1 MANDATORY TECHNICAL CRITERIA

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

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria 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.

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	Proposal page #
<p><i>Demonstrated experience = List of Work/project examples including brief description of the related tasks/activities, time period (month and year) for each to demonstrate the years of experience.</i></p>		
<b>M1</b>	<p>The bidder proposed <b>Project Manager (s) MUST:</b></p> <ul style="list-style-type: none"> <li>a) have currently at least one of the following valid designations – Registered Occupational Hygienist; Certified Industrial Hygienist (CIH), P.Eng., Certified, Register Safety Professional (CRSP), Certified Health and Safety Consultant (CHSC)</li> <li>b) have education in the field of occupational health and safety (i.e. a degree, diploma or certificate).</li> <li>c) have at least five (5) years' <i>demonstrated experience</i> within the past ten (10) years in the occupational health and safety field in Canada.</li> </ul> <p>It is requested to provide photocopies of certificate(s). NRCan reserves the right to request copies, at any time, for validation purposes.</p>	
<b>M2</b>	<p>The bidder <b>MUST</b> provide three (3) unique references for each proposed Project Manager. The following are <b>requested</b> for each reference:</p> <ul style="list-style-type: none"> <li>• Company/Organization name of client</li> <li>• Name and phone number of client's contact</li> <li>• Brief description of work undertaken</li> <li>• Timing &amp; duration of project</li> </ul> <p><b>Note:</b> the reference is to be able to validate work done in occupational health and safety field.</p>	



Req. ID	Mandatory Requirement	Proposal page #
<b>M3</b>	The bidder proposed team members <b>MUST</b> : a) have education in the field of occupational health and safety (degree, diploma or certificate). b) Have a minimum three (3) years of health and safety <i>demonstrated experience</i> .	
<b>M4</b>	Bidder <b>MUST</b> : a) provide resume of all proposed team members; b) identify the Project Manager (s), the Certified Industrial Hygienist (s) and the Safety Engineer (s) and; c) Identify the team members capable of working in French (oral and writing).	
<b>M5</b>	Bidders <b>MUST</b> confirm the language capability by signing below.  "We hereby certify that the identified resources are capable of satisfactorily performing the work in French"  _____ Signature of Authorized Company Official	

**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.

Requirement	Sub-Criteria	Max Points	Proposal page#
<b>R1:</b>	The Bidder <b>MUST</b> provide an example of a tentative schedule from a previous client for all phases of an occupational hazard evaluation for a client laboratory. This schedule shall include milestones for the main planning, preparation, notification, execution, <b>and/or</b> reporting tasks as well as resources assigned to the project.	<b>10</b>	
	a) Detail of the schedule (Maximum 5 points): b) degree of assigning task to adequate qualified resource (Maximum 5 points):  Items to be evaluated: the time commitment, resources, tasks, planning, notification, briefings, meetings, adequacy of the task assignments, etc...		
<b>R2:</b>	The Bidder's proposed Team member's education and experience.	<b>20</b>	



Requirement	Sub-Criteria	Max Points	Proposal page#
The Certified Industrial Hygienist and the Safety Engineers combined education	Excellent (5 points) = six (6) or more designations or accreditations related to Occupational Health and Safety. Good (3 points) = three (3) to five (5) designations or accreditations related to Occupational Health and Safety. Poor (1 point) = up to two (2) designations or accreditations related to Occupational Health and Safety.	5	
The Certified Industrial Hygienist and the Safety Engineers combined experience	Excellent (5 points) = All of the work spanning 3 years (see M3) is relevant work in the field of Occupational Health and Safety. Good (3 points) = 50 to 70% of the work spanning 3 years (see M3) is relevant work in the field of Occupational Health and Safety. Poor (1 point) = less than 50% or less of the work spanning 3 years (see M3) is in Occupational Health and Safety.	5	
Other team member education combined	5 points = at least one (1) person with a Phd or Masters Degree in the field of Occupational Health and Safety 3 points = at least one (1) person with a Bachelors or diploma in the field of Occupational Health and Safety. 1 point: at least one (1) person with a certificate in the field of Occupational Health and safety.	5	
Other team member experience combined	5 points: over 50% of the team members have worked in a scientific setting, laboratories or research facility. 3 points = up to 50% of team members have worked in an industrial setting or other area which could have similarities to a scientific, industrial or technology based setting. 1 point: None of the project team members have any work experience in science or research based or industrial.	5	
<b>R3: The Bidder's capacity</b>		<b>10</b>	
Team members available in all 12 locations stated in the SOW.	Bidders <b>MUST</b> demonstrate this capacity by signing below.  "We hereby certify that we have the resources (team members) available in all the 12 locations stated in the Statement of Work"  _____  Signature of Authorized Company Official	5	
Office in all 12 locations stated in the SOW	Bidder <b>MUST</b> provide the complete address and phone number for each office (NRCan reserves the right to verify the information as part of the evaluation).	5	
<b>Total</b>		<b>40</b>	



## 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

Not applicable

### 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 the table below. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.

Category of personnel	Ceiling Per Diem Rate			
	Award to 31 March 2016	Option 1	Option 2	Option 3
Industrial Hygienist	\$	\$	\$	\$
Safety Engineer	\$	\$	\$	\$
Project Manager	\$	\$	\$	\$
Other team members	\$	\$	\$	\$

Option 1: From 01 April 2016 to 31 March 2017

Option 2: From 01 April 2017 to 31 March 2018

Option 3: From 01 April 2018 to 31 March 2019

Ceiling per diem rate: maximum daily rate all the other team members.

**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.



## ANNEX D - CERTIFICATIONS

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

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

### Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### 1. Federal Contractors Program – Certification

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

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

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

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

The Bidder or the member of the joint venture

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



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

Further information on the [FCP](#) is available on the HRSDC Web site.

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

## 2. Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

### Definitions

For the purposes of this clause,

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

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

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

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

### Former Public Servant (FPS) in Receipt of a Pension

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

If so, the Bidder must provide the following information:



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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Reduction Program**

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

If so, the Bidder must provide the following information:

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

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

### **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.