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| REQUEST FOR PROPOSAL NUMBER: | NRCan-5000018247 |
| TITLE: | Verbatim court reporting services |
| DATE OF SOLICITATION: | 09 October 2015 (Eastern Standard Time EST) |
| SOLICITATION CLOSING DATE AND TIME: | 28 October 2015 at 11:00 A.M. (Eastern Standard Time EST) |
| ADDRESS INQUIRIES TO CONTRACTING AUTHORITY: | Serge Tshimanga Natural Resources Canada Procurement Specialist Email: serge.tshimanga@canada.ca |
| SECURITY: | There is no security requirement associated with this solicitation. |
| SEND PROPOSAL TO: | Natural Resources Canada Bid Receiving Unit, Mailroom 588 Booth street, Room 108 Ottawa, Ontario K1A 0Y7 Attention: Serge Tshimanga |
| VENDOR/FIRM NAME AND FULL POSTAL ADDRESS (PLEASE PRINT): | |
| | |
| CONTACT/TELEPHONE/FAX/EMAIL ADDRESS: | |
| | |
| NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT): | |
| | |
| PROPOSAL TO: NATURAL RESOURCES CANADA | |
| We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto and on any attached sheets at the price(s) set out therefore. | |
| Signature of Person Authorized to Sign on behalf of Vendor/Firm: | |
| | |
| Date _____ | |



REQUEST FOR PROPOSAL (RFP)
FOR
VERBATIM COURT REPORTING SERVICES
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-5000018247, including all Parts, Appendices and Annexes as listed in the Table of Contents below.

The Bidder acknowledges that all of the aforementioned documents were received in its bid package. It is the responsibility of the Bidder to verify the inclusion of all documents, and to obtain copies of any missing items by contacting the Contracting Authority (CA) as identified on Page 1 of this RFP. Failure to obtain any missing document(s) shall not relieve the Bidder from compliance with any obligation imposed by the RFP, nor excuse the Bidder from the guidelines set out therein.



TABLE OF CONTENTS

| | |
|--|-----------|
| PART I: GENERAL INFORMATION | 4 |
| 1. INTRODUCTION..... | 4 |
| 2. SUMMARY..... | 4 |
| PART 2 – BIDDER INSTRUCTIONS..... | 4 |
| 1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS..... | 4 |
| 2. SUBMISSION OF BIDS | 5 |
| 3. ENQUIRIES - BID SOLICITATION..... | 5 |
| 4. SECURITY REQUIREMENT | 6 |
| 5. BIDDER FINANCIAL CAPABILITY | 6 |
| 6. APPLICABLE LAWS | 6 |
| 7. DISCLOSURE OF INFORMATION | 6 |
| 8. CONFLICT OF INTEREST..... | 6 |
| 9. BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY | 7 |
| 10. BID PREPARATION INSTRUCTIONS..... | 7 |
| PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 9 |
| 11. EVALUATION PROCEDURES | 9 |
| 12. RIGHTS OF NRCAN | 9 |
| 13. BASIS OF SELECTION | 9 |
| 14. SOLE BID – PRICE SUPPORT | 9 |
| 15. CONTRACT AWARD NOTICE/ BIDDER PROPOSAL EVALUATION DEBRIEFING | 10 |
| PART 4 - RESULTING CONTRACT CLAUSES | 11 |
| 1. STATEMENT OF WORK | 11 |
| 2. PRIORITY OF DOCUMENTS | 11 |
| 3. TERM OF CONTRACT | 11 |
| 4. STANDARD CLAUSES AND CONDITIONS..... | 12 |
| 5. SECURITY REQUIREMENT | 13 |
| 6. AUTHORITIES | 13 |
| 7. PAYMENT..... | 14 |
| 8. INVOICING INSTRUCTIONS | 15 |
| 9. CERTIFICATIONS | 15 |
| 10. APPLICABLE LAWS | 15 |
| ANNEX A – GENERAL STATEMENT OF WORK | 16 |
| ANNEX B – TECHNICAL EVALUATION CRITERIA | 18 |
| ANNEX C – FINANCIAL PROPOSAL | 19 |
| ANNEX D - CERTIFICATIONS | 22 |



PART I: GENERAL INFORMATION

1. INTRODUCTION

The bid solicitation is divided into four (4) parts plus Annexes as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 4 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the General Statement of Work, the Financial Proposal, Technical Evaluation Criteria, Certifications and any other annexes.

2. Summary

By means of this RFP, NRCan is seeking proposals from bidders for verbatim court reporting services, on an as and when requested in various locations throughout Canada.

The period of the contract shall be from award to 31 March 2017 with the option to extend the period of the contract for up to three (3) additional twelve (12) month periods.

It will be contract with Task Authorizations (TAs) which is a method of supply for services under which all of the work or a portion of the work will be performed on an "as and when requested basis" through predetermined conditions including an administrative process involving task authorizations. Under contracts with TAs, the work to be carried out can be defined but the exact nature and timeframes of the required services, activities and deliverables will only be known as and when the service(s) will be required during the period of the contract.

PART 2 – BIDDER INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

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

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

Standard Instructions - Goods or Services - Competitive Requirements 2003 (2015-07-03) are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.



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

2. SUBMISSION OF BIDS

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.

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

3. ENQUIRIES - BID SOLICITATION

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

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

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



4. SECURITY REQUIREMENT

Not applicable.

5. 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.

6. APPLICABLE LAWS

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

7. DISCLOSURE OF INFORMATION

Any information, data and/or Intellectual Property which is provided in a proposal and is demonstrably proprietary to a Bidder, shall be so identified specifically (by paragraph, table, figure) in the proposal, and Natural Resources Canada will endeavor to protect such proprietary information, data and/or Intellectual Property in accordance with the laws of Canada and its normal policies, regulations and procedures. Any financial data and information provided by Bidders for the purpose of this RFP will be treated as "Commercially Confidential" and kept in confidence by Natural Resources Canada unless expressly stated otherwise in this RFP. Such information will not be disclosed, in whole or in part, except on a need-to-know basis for the specific purpose of proposal evaluation and for the activities related to the process of contract award, as applicable. Unless it is required to do so by law, NRCan will not divulge such data and/or information to any third party.

8. CONFLICT OF INTEREST

If NRCan determines the successful Bidder to be in a possible conflict of interest situation, the Bidder will be required, prior to entering into a contractual relationship with NRCan, to disclose any and all holdings and activities that could possibly be in a conflict, real or perceivable, with the mandate and objectives of NRCan. In the event that NRCan decides that action is necessary in order to remove such a conflict, the successful Bidder will be required to take such action (which may include divestiture of certain assets or ceasing to perform certain activities) prior to entering into a contractual relationship with NRCan.



9. BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: **where statutes, regulations, or prior obligations of the Crown to a third party or parties preclude Contractor ownership of the Foreground.**

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>

10. 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 option:

It is requested that bidders provide their proposal in distinct and separate files as follow:

File I: Technical Proposal.

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 and page 1 of the RFP completed.

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 and page one of RFP completed - 1 hard copy each.

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.

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.)

Page 1 of the RFP Document

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

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

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.

Certifications



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

PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

11. 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" – General 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 basis of selection 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.

12. 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.

13. 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.

| |
|---|
| Example of 70% Technical Merit and 30% Price Determination |
|---|



| | Bidder 1 | Bidder 2 | Bidder 3 |
|--|------------------------------------|-------------------------------------|-----------------------|
| Technical Points Achieved by Bidder | 88 | 82 | 76 |
| Price Quoted by Bidder | \$85,000 | \$80,000 | \$75,000 |
| CALCULATIONS | | | |
| | Technical Points Achieved | Rated Price Points Achieved | Total Points Achieved |
| Bidder 1 | $\frac{88}{*88} \times 70 = 70.00$ | $\frac{**75}{85} \times 30 = 26.47$ | 96.47 |
| Bidder 2 | $\frac{82}{*88} \times 70 = 65.23$ | $\frac{**75}{80} \times 30 = 28.13$ | 93.36 |
| Bidder 3 | $\frac{76}{*88} \times 70 = 60.46$ | $\frac{**75}{75} \times 30 = 30.0$ | 90.46 |
| <p>* Represents the highest technical score ** Represents the lowest priced proposal Price Quoted by Bidder = total of row E of the table in the financial proposal.</p> | | | |

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.

14. 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.

15. 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@canada.ca no later than thirty (30) calendar days from the published date of the CAN.

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



PART 4 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. STATEMENT OF WORK

The Contractor must perform the Work in accordance with the General Statement of Work at Annex "A" and the Task Authorization.

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 (2015-09-03);
- (c) The supplemental general conditions identified herein;
- (d) Annex "A", General Statement of Work;
- (e) The Task Authorization;
- (f) Annex "B", Basis of Payment;
- (g) The Contractor's bid dated _____.

3. Term of Contract

Task Authorizations:

This is a contract with Task Authorizations (TAs) which is a method of supply for services under which all of the work or a portion of the work will be performed on an "as and when requested basis" through predetermined conditions including an administrative process involving task authorizations. Under contracts with TAs, the work to be carried out can be defined but the exact nature and timeframes of the required services, activities and deliverables will only be known as and when the service(s) will be required during the period of the contract.

Period of the Contract:

The period of the contract shall be from award to 31 March 2017 with the option to extend the period of the contract for up to three (3) additional twelve (12) month periods.

Minimum work guarantee:

"Total Estimated Cost" means the total potential project value inclusive of taxes ("face value");

"Maximum Contract Value" means the total potential contract value which is the limitation of expenditure amount specified in the "Basis of Payment" clause set out in the Annex B (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:
- for default.
 - 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
 - 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.

4.1 General Conditions

General Conditions - Professional Services - Higher Complexity 2035 (2015-09-03) apply to and form part of the Contract with the modifications to the text below. If there is a conflict between the provisions of **2010B** and this document, this document prevails.

- As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

4.2 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

4.3 Intellectual Property

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 statutes, regulations, or prior obligations of the Crown to a third party or parties preclude Contractor ownership of the Foreground.**

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>

4.4 Supplemental General Conditions

The following clauses apply to this contract:

4.4.1 Dispute Resolution

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.



Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

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

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

4.3.3 Values and Ethics Code

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to, the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference. http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp

4.4.4 Closure of Government Offices

Contractor employees are personnel of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this contract and the said premises become non-accessible due to evacuation or closure of government offices and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of the closure.

5. Security Requirement

There is no security requirement associated with this solicitation.

6. AUTHORITIES

6.1 Contracting Authority (To be completed at contract award)

The Contracting Authority for the Contract is:

Name: _____

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.

7. PAYMENT

7.1 Basis of Payment

Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____, 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 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.

7.3 Miscellaneous Expenses (If applicable)

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

8. INVOICING INSTRUCTIONS

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

E-mail:

OR Fax:

Invoicing@NRCan.gc.ca

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

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

Note:

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

Note:

Use highest quality settings available.

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

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

Contract number: _____.

9. CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. APPLICABLE LAWS

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



ANNEX A – STATEMENT OF WORK

Background

NRCan has a requirement for complete verbatim court reporting services to the Pipeline Arbitration Secretariat of Natural Resources Canada for all pipeline arbitration hearings conducted under section 90-103 of the *National Energy Board Act* and the *Pipeline Arbitration Committee Procedure Rules, 1986*.

Scope of Work

Proceedings will be held in various locations throughout Canada and may be conducted in English, French or both official languages, requiring the services of both English and French reporters and typists.

Tasks/Deliverables

The contractor will provide the following complete verbatim court reporting services, on an as and when requested by the project authority via Task Authorization:

1. The Contractor shall provide a typed transcript of the oral proceedings of the arbitration hearings, as per the following:

- The transcript for each day is to be contained in one volume;
- An original provided to the Chair and a maximum of five (5) additional copies of the transcript of the proceeding, either in electronic and / or printed format shall be provided to the Chair of the Arbitration Committee, as requested;
- The format of the transcript shall be subject to the approval of the Project Authority, but generally:
 - An index is to be placed at the front of each volume of transcript;
 - A transcript page will be numbered and double spaced and consist of 25 typed lines
 - The pages are to be of white bond paper 8.5 inches by 11 inches
 - The font used is to be Times New Roman, 12 point
 - Transcript pages may be printed single sided or double sided at the discretion of the Contractor
 - The pages are to be 3-hole punched
 - The page margin and the binding on the side of the transcript will be 1.5 inches; margins on the non-binding edge will be 1 inch; and
 - Each volume of the transcript must include the signature of each reporter involved in its production, certifying the accuracy of the transcript.

2. The Contractor shall provide NRCan with an electronic copy of the transcript upon completion of each case, using the current version of MS Word or Adobe Acrobat; one copy for each transcript day.

3. The contractor shall supply the transcript in one of the two following ways, to be determined by the Project Authority in advance of each proceeding:

- **Daily Copy** – For each day of the proceedings, five (5) copies of the transcript will be delivered to the Chair of the Arbitration Committee at the start of business on the next working day for all hearings that adjourn before 6:00 pm. For evening proceedings, the transcripts shall be required by noon the following day.
- **Regular Copy** – Transcripts of the proceedings will be delivered to the Chair of the Arbitration Committee within seven (7) working days of the completion of proceedings, or the completion of each portion of the hearing, if the hearings are adjourned.

ALTERNATE FORMS/FORMATS OF TRANSCRIPTS THAT CONTRACTOR CAN OFFER SHOULD BE INDICATED ALONG WITH COST OF EACH (electronic copy only, condensed copy, etc.).



4. Provide court reporting services for multiple hearings at the same time if requested.

5. **Pre-hearing conferences:** For pre-hearing conferences occurring by telephone or videoconferencing, the contractor may be required to produce a verbatim transcript of the conference. The Contractor shall be responsible for ensuring that it has the necessary equipment to produce an accurate transcript.

Additional Conditions

- **Bilingual Capability**

Proceedings will be held in various locations throughout Canada, and may be conducted in English, French or both official languages. At the Request of the Project Authority, the Contractor must be able to provide at least two bilingual resources (Court Reporter and Typist) to perform the work in a bilingual manner, as and when requested. A bilingual resource is one who is fluent in the written and spoken languages of English and French. All other resources must be fluent in either English or French.

- **Availability of Personnel**

The same reporter(s) who commence the hearing will continue until the conclusion of the hearing unless a valid reason exists for a replacement. Changes in court reporting personnel will require the approval of the Project Authority. The Contractor must be able to provide the same set of services simultaneously (same date) for two or more Hearings across Canada at the request of the Project Authority.

- **Notice of Hearing**

NRCan will endeavour to give 30 calendar days' written notice of all proceedings, advising the Contractor of the language requirement and the location of the hearing (city and address), estimated length of proceedings, transcript type (daily or regular), and the number of any additional copies of transcripts required. In unforeseen circumstance, NRCan may provide a shorter Notice than 30 days but not shorter than ten days before the commencement of the Hearings.

NRCan Provision of Facilities/Assistance

For Daily Copy assignments, NRCan will reimburse working space for reporters and typists that are as close to the hearing room as possible, if required, to a maximum stated in the Basis of Payment.

Task Authorization (TA) process:

Step 1) The Project Authority shall provide the details of the task to the Contractor via email.

Step 2) Once received; the Contractor must acknowledge the receipt of the task and perform the related work according to the details and the Statement of work of the 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.

| Item | Requirement | PASS/FAIL | Proposal page# |
|-----------|--|-----------|----------------|
| M1 | Bidder recent experience in providing bilingual verbatim court reporting services. Bidder MUST provide three (3) examples of previous clients (exclusive of Natural Resources Canada) within the past four (4) years including: Contact names, firm names and addresses, telephone numbers and a brief description of work performed MUST be provided and will be used for reference checks. | | |
| M2 | Bidder proposed primary and replacement Reporter MUST each hold a Certified Court Reporter Diploma (copy to be provided) or have each a minimum of three years' courtroom experience (To be demonstrated in the CV). | | |
| M3 | Bidder MUST provide detailed Curriculum Vitae for the primary and replacement Reporter indicating work history in court reporting and language capability. | | |
| M4 | For the primary and replacement Reporter, Bidder MUST provide for each a listing of three previous hearings/transcripts prepared by the Court Reporter for which verbatim reporting in courtrooms and/or arbitration committees was performed within the last two years. Client/firm name, point of contact and email along with a brief description of work performed to be provided for reference check purposes. Note: NRCan will select randomly one of the references provided for R3 below for each of the resources. | | |
| M5 | Bidder capability to supply Court Reporters on a national basis including the cities stated below. Bidders MUST provide a list of cities | | |



| Item | Requirement | PASS/FAIL | Proposal page# |
|------|--|-----------|----------------|
| | in Canada where they can provide the requested services. (Vancouver / Calgary / Regina / Toronto / Montreal / Saint John / Halifax) | | |

B2 POINT RATED TECHNICAL CRITERIA

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria. Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan’s assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

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

Point Rated Requirements:

| Item | Requirement | Maximum Points | Minimum Points | Proposal page# |
|-----------------------------|---|----------------|----------------|----------------|
| Bonus | Bidder compliance with the mandatory criteria | 5 | N/A | N/A |
| R1 | Bidder must provide its approach and methodology for this requirement. a) Demonstrated understanding of the requirement (5 points); b) Identification of any potential problem areas, with corresponding solutions(5 points); c) Demonstrated management of information (5 points); d) Logical approach to required tasks (5 points); e) Demonstrated capability and flexibility in responding to changes in service demand (5 points). | 25 | N/A | |
| R2 | Bidder’s Proposed Team Experience (refer to M4). a) Number of previous hearings/transcripts prepared (1 point per additional hearings/transcripts over the ones provided in M4 for the primary reporter up to 5) b) Number of previous hearings/transcripts prepared (1 point per additional hearings over the ones provided in M4 for the replacement reporter up to 5) c) Reference check related to M4 for the primary reporter (satisfactory = 5 points) d) Reference check related to M4 for the primary reporter (satisfactory = 5 points) | 20 | N/A | |
| Maximum Total Points | | 50 | 30 | |



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 THE FINANCIAL PROPOSAL

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.

| Firm unit Price | A. Initial Contract: Award to March 31, 2017 | B. Option #1: April 1, 2017 to March 31, 2018 | C. Option #2: April 1, 2018 to March 31, 2019 | D. Option #3: April 1, 2019 to March 31, 2020 |
|---|--|---|---|---|
| 1. Daily Copy cost per page | \$ | \$ | \$ | \$ |
| 2. Regular Copy Cost per Page | \$ | \$ | \$ | \$ |
| 3. Regular Copy & Video Cost per Page | \$ | \$ | \$ | \$ |
| 4. Equipment Cost per Day | \$ | \$ | \$ | \$ |
| 5. Cancellation fees within 48 hours, Maximum one day: | | | | |
| Daily Copy | \$ | \$ | \$ | \$ |
| Regular Copy | \$ | \$ | \$ | \$ |
| Regular Copy with Video (CD) | \$ | \$ | \$ | \$ |
| 6. Additional Transcript Copies Requested in Advance of the Hearing: | | | | |
| Daily Copy Cost per Page | \$ | \$ | \$ | \$ |
| Regular Copy Cost per Page | \$ | \$ | \$ | \$ |
| Video Recording Cost per Video per Day | \$ | \$ | \$ | \$ |
| Pre-hearing Video Conference | \$ | \$ | \$ | \$ |
| 7. Additional Transcript Copies Requested After the Conclusion of the Hearing: | | | | |
| Transcript Cost per Page – Daily Copy (3-hour delivery time) | \$ | \$ | \$ | \$ |
| Transcript Cost per Page | \$ | \$ | \$ | \$ |
| Video Cost per CD | \$ | \$ | \$ | \$ |
| E. Grand Total (Total of column A, B, C and D - For evaluation purposes only) | \$ | \$ | \$ | \$ |
| Working space rental (if required not to exceed) | \$ 200.00/day | \$ 200.00/day | \$ 200.00/day | \$ 200.00/day |
| Other operational expenses (Not to exceed). | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 |



| Maximum Number of On-Site Personnel Required: | |
|--|-----|
| a) To produce daily copy | 2 |
| b) To produce regular copy | 1 |
| c) To produce regular copy & video | 2 |
| Minimum Number of Pages Per Day: | |
| a) Daily Copy | 150 |
| b) Regular Copy | 150 |
| c) Regular Copy with Video | 200 |



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.

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

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.

Aboriginal Designation

An Aboriginal business, which can be:

- i. a band as defined by the Indian Act
- ii. a sole proprietorship
- iii. a limited company
- iv. a co-operative
- v. a partnership
- vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

This is to confirm:

- Our Company is an Aboriginal Firm, as identified above
- Our Company is NOT an Aboriginal Firm

Signature of Authorized Representative

Date



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

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

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.