



Return Bids to :

Retourner Les Soumissions à :

Natural Resources Canada – Ressources naturelles Canada
 Bid Receiving Unit – Loading Dock Access
 Unité de réception des soumissions, Accès au quai de chargement
 588 rue Booth Street
 Ottawa, Ontario
 K1A 0E4

Attention: **Valerie Holmes**

**Request for Proposal (RFP)
 Demande de proposition (DDP)**

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, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à: Ressources Naturelles Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments – Commentaires

If you are submitting a proposal using a courier service, please ensure you clearly indicate the RFP Number, Closing Date and Closing Time on the front of the courier envelope.

Issuing Office – Bureau de distribution

Finance and Procurement Management Branch
 Natural Resources Canada
 580 Booth Street, 5th Floor
 Ottawa, Ontario
 K1A 0E4

Title – Sujet Webinar Service Hosting and Delivery: Adapting to Changing Climate in Canada	
Solicitation No. – No de l’invitation NRCAN- 5000034374	Date November 15 2017
Client Reference No. - N° de reference du client 142457	
Requisition Reference No. - N° de la demande 5000034347	
Solicitation Closes – L’invitation prend fin at – à 02:00 PM EST on – le 04 December 2017	
Address Enquiries to: - Adresse toutes questions à: Valerie Holmes Valerie.holmes@canada.ca	Buyer ID – Id de l’acheteur AB4
Telephone No. – No de telephone (343) 292-8371	Fax No. – No. de Fax (613) 947-5477
If marked “X” please see the box to the left / S’il ya un “X” ici, s.v.p. voir la boîte à la gauche <input checked="" type="checkbox"/> Acknowledgement copy required / Accusé de réception requis	
Destination – of Goods, Services and Construction: Destination – des biens, services et construction: Natural Resources Canada 580 Booth Street Ottawa, Ontario K1A 0E4	
Security – Sécurité There is no security requirement Il n’y a aucune exigence de sécurité	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l’entrepreneur Telephone No.:- No. de téléphone: Facsimile No.:- No. de télécopieur: Email :- Courriel :	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur (taper ou écrire en caractères d’imprimerie)	
Signature _____	Date _____



Table of Contents

PART 1 – GENERAL INFORMATION.....4

- 1. Introduction 4
- 2. Summary 4
 - 2.1 Security Requirement..... 4
 - 2.2 Trade Agreements 4
- 3. Debriefings 4

PART 2 – BIDDER INSTRUCTIONS 5

- 1. Standard Instructions, Clauses and Conditions..... 5
- 2. Submission of Bids 5
- 3. Enquiries - Bid Solicitation 6
- 4. Applicable Laws..... 6
- 5. Improvement of Requirement During Solicitation Period 6
- 6. Basis for Canada's Ownership of Intellectual Property 6

PART 3 – BID PREPARATION INSTRUCTIONS 7

- 1. Bid Preparation Instructions 7

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....10

- 1. Evaluation Procedures 10
 - 1.1 Mandatory Technical Evaluation 10
 - 1.2 Point Rated Technical Criteria 10
- 2. Basis of Selection 11

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 12

- 1. Certifications Required with the Bid 12
 - 1.1 Declaration of Convicted Offences..... 12
- 2. Certifications Precedent to Contract Award and Additional Information 12
 - 2.1 Integrity Provisions – List of Names 12
- 3. Additional Certifications Precedent to Contract Award..... 13
 - 3.1 Status and Availability of Resources..... 13
 - 3.2 Rate or Price Certification 13
 - 3.3 Education and Experience 13
 - 3.4 Former Public Servant 14
 - 3.5 Aboriginal Designation 15

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS..... 16

- 1. Security Requirements..... 16
- 2. Insurance Requirements 16

PART 7 - RESULTING CONTRACT CLAUSES 17

- 1. Statement of Work..... 17
- 2. Standard Clauses and Conditions..... 17
 - 2.1 General Conditions 17
- 3. Dispute Resolution 17
- 4. Security Requirements..... 18
- 5. Term of Contract 18
 - 5.1 Period of the Contract 18
 - 5.2 Option to Extend the Contract 18
- 6. Authorities 18
 - 6.1 Contracting Authority..... 18
 - 6.2 Project Authority 18
 - 6.3 Contractor's Representative..... 19
- 7. Proactive Disclosure of Contracts with Former Public Servants 19
- 8. Payment 19
 - 8.1 Basis of Payment – Firm Price 19
 - 8.2 Method of Payment 19
- 9. Invoicing Instructions 20



10.	Certifications.....	20
10.1	Compliance.....	20
11.	Applicable Laws	20
12.	Priority of Documents.....	20
13.	Foreign Nationals (Canadian Contractor OR Foreign Contractor)	21
14.	Contract Administration	21
ANNEX “A” – STATEMENTS OF WORK.....		22
SW1	Title	22
SW2	Background	22
SW3	Objectives	22
SW4	Project Requirements.....	22
SW4.1	Tasks, Deliverables, Milestones and Schedule.....	22
SW4.2	Specifications and Standards	23
SW4.3	Method and Source of Acceptance.....	23
SW4.4	Reporting Requirements.....	24
SW4.5	Change Management Procedures.....	24
SW5	Other Terms and Conditions of the SOW	24
SW5.1	Contractor’s Obligations	24
SW5.2	NRCan’s Obligations.....	24
SW5.3	Participating Federal Departments and Agencies.....	24
SW5.4	Location of Work, Work Site and Delivery Point.....	24
SW5.5	Preliminary Schedule and Estimated Level of Effort (Work Breakdown Structure).....	25
ANNEX “B” – BASIS OF PAYMENT		26
1.	Taxes as Related to Bids Received	26
2.	Firm Price – Milestone Payments.....	26



PART 1 – GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and 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 Bid Preparation Instructions:** provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications:** includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements:** includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses:** includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

- Annex “A”** - the Statements of Work
- Annex “B”** - the Basis of Payment

and any other annexes.

2. Summary

By means of the RFP, NRCan is seeking proposals from suppliers to host a series of up to 21 Webinars in the first year (December 1, 2017 to March 31, 2018), and up to 30 Webinars per year, thereafter (April 1, 2018 to March 31, 2021), to advance climate change adaptation in Canada..

2.1 Security Requirement

There is no security requirements associated with either of these requirements and any resulting contract.

2.2 Trade Agreements

The requirement is not subject to any trade agreements based on the following exclusion under NAFTA:

T – Communications, Photographic, Mapping, Printing & Publications Services – All classes

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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.

The 2003 (2017-04-27), Standard Instructions - Goods or Services - Competitive Requirements, 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 1 – Integrity Provisions – Bid):

DELETE: Public Works and Government Services Canada (PWGSC)

INSERT: Natural Resources Canada (NRCAN)

In Section 2 – Procurement Business Number:

DELETE: “Suppliers are required to”

INSERT: “It is suggested that suppliers”

In Section 5.4 – Submission of Bids:

DELETE: sixty (60) days

INSERT: one hundred and twenty (120) days

In Section 8.1 – Transmission by Facsimile:

DELETE: 819-997-9776

INSERT: 613-992-2920

In Section 20.2 – Further Information:

DELETE: in its entirety

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 – Loading Dock Access
588 Booth Street, Room 108
Ottawa, Ontario K1A 0Y7
Attention: **Valerie Holmes**

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.



3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7)** 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

4. 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.

5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **five (5)** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

6. 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 or the presenter if external to the Government of Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.



PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

NRCan will accept your bids in one of the following formats:

HARD COPY:

Section I: Technical Bid – 4 copies (1 original, 3 copies)

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

Section III: Certifications – 1 copy

Natural Resources Canada encourages the use of recycled paper and **two-sided printing**. Reduction in the size of documents will contribute to Natural Resources Canada’s sustainable development initiatives and reduce waste.

OR:

In support of the Policy on Green Procurement, it is requested that bidders provide their bid as follows:

ELECTRONIC STORAGE MEDIA:

Since NRCan is working towards a greener environment by eliminating all hard copy file folders, we prefer to have all bids on a CD/DVD or USB. If you wish to submit in this format, please provide the following:

Section I: Technical Bid – 1

NOTE: 1 CD/DVD/USB will contain: 1 Technical, sole Financial Bid, Certifications and signed first page (Original)

Section II: Financial Bid - 1 copy (included with original Technical Bid – **saved separately**).

Section III: Certifications – 1 copy (included with original Technical Bid and sole Financial Bid – **saved separately**)

Note: NRCan will accept either Hard copy or Electronic Storage Media submitted bids. However, it is NRCan’s preference that you submit using Electronic Storage Media in order to adhere to our green initiative.

NOTE: WHEN SUBMITTING A BID TO THIS SOLICITATION AND YOU USE A COURIER SERVICE, YOU ARE ADVISED TO WRITE THE BID SOLICITATION NUMBER, CLOSING DATE AND TIME ON THE FRONT OF THE COURIER PACKAGE; NOT JUST ON THE ENVELOPES WITHIN THE COURIER PACKAGE IN ORDER TO AVOID ANY UNCERTAINTY FROM OUR BID RECEIPT UNIT WHEN RECEIVING BIDS WITHOUT ANY INDICATION WHAT THEY ARE FOR.

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

To assist Canada in reaching its objectives, bidders are encouraged to:

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.



- iii. use a numbering system that corresponds to the bid solicitation.

1. Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for successfully carrying out the work as described in the Annex "A" – Statement of Work".

Bidders must respond to government bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid or contract documents, and submit bids and enter into contracts only if they will fulfill all obligations of the contract.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient and may result in a loss of points. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

It is the responsibility of the Bidder to obtain clarification of the requirements contained in the RFP, if necessary, prior to submitting a proposal. The Bidder must provide sufficient details in its proposal to substantiate compliance with what is required; all professional experience must be fully documented and substantiated in the proposal(s).

In the event of a proposal submitted through contractual joint venture, the proposal shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. (All members of the joint venture shall be jointly and severally or solidarily liable for the performance of any resulting contract awarded as a result of a joint venture.)

2. Page 1 of the RFP Document

It is mandatory that all bidders sign their submitted proposal. It is requested that all bidders complete, sign and date Page 1 of this RFP (including the name of the submitting organization, the name of the authorized signing person, appropriate addresses, telephone and facsimile numbers and business contact) when 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.

3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex "B"- Financial Proposal at the pre-determined rates provided. 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.



3.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

4. Section III: Certifications

Bidders must submit the certifications as per Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Mandatory Technical Evaluation

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	The Bidder MUST have experience in providing Webinar hosting services in Canada.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	The Bidder MUST have the ability and capacity to provide compliment of full technical services, including Web interface, teleconference, organization, preparation and registration, moderation, technical support and reporting.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	The Bidder MUST have the capacity to provide service and communications (including moderation) to meet the needs of the client, presenters and participants, within timelines required.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M4	The Bidder MUST provide two (2) verifiable references. Please provide the following information: <ul style="list-style-type: none"> • Name of Contact, Title • Organization • Email address or phone number • Length of employment/contract (from – to) 	<input type="checkbox"/> Yes <input type="checkbox"/> No	

1.2 Point Rated Technical Criteria

Point Rated Requirements:				
Item	Requirement	Points Breakdown for each requirement:	Max Points	Illustrated Compliance
R1	The Bidder has demonstrated experience in Webinar hosting. To demonstrate provide proof of number of years offering this services	0 – 1 years 10 >1 – 2 years 20 >2 – 5 years 30 >5 years 40	40	
R2	The Bidder has demonstrated experience in providing full complement of technical services (as outlined in M2) within the last twelve (12) months from date of bid closing, including the number of Government of Canada projects.	12 projects 10 13-24 projects 20 25+ projects 30 Additional 10 points for 1 – 5 projects with Government of Canada Additional 20 points for 6+ projects with Government of Canada	50	
R3	The Bidder has demonstrated availability and capacity for communication by phone and	For communication and troubleshooting:	30	



Point Rated Requirements:				
Item	Requirement	Points Breakdown for each requirement:	Max Points	Illustrated Compliance
	email, registration, pre-Webinar test, trouble shooting and Webinar moderation. The references provided in M4 will be used to attest to level of responsiveness (# of hours).	4hr response time 10 2hr response time 20 1hr response time 30		
R4	The Bidder has demonstrated flexibility and availability for two (2) hour time slots for pre-Webinar test and Webinars are required	Two (2) slots/week 10 3 – 4 slots/week 20 5 or more per week 30	30	
Total Points Available			150	
Total Points Needed to be Considered Compliant (60%)			90	

2. Basis of Selection

Only those bids that are deemed to be responsive (compliant) will be evaluated under the basis of selection:

Highest Combined Rating of Technical Merit and Price

The responsive (compliant) Bidder with the highest combined rating of technical merit (**70%**) and price (**30%**) will be recommended for award of a contract. See the following example table below.

Example of 70% Technical Merit and 30% Price Determination			
	Bidder 1	Bidder 2	Bidder 3
Technical Points Achieved by Bidder	88	82	76
Price Quoted by Bidder	\$85,000	\$80,000	\$75,000
CALCULATIONS			
	Technical Points Achieved	Rated Price Points Achieved	Total Points Achieved
Bidder 1	$\frac{88 \times 70}{88} = 70.00$	$\frac{**75 \times 30}{85} = 26.47$	96.47
Bidder 2	$\frac{82 \times 70}{88} = 65.23$	$\frac{**75 \times 30}{80} = 28.13$	93.36
Bidder 3	$\frac{76 \times 70}{88} = 60.46$	$\frac{**75 \times 30}{75} = 30.0$	90.46
* Represents the highest technical score			
** Represents the lowest priced proposal			

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

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



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder’s certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

1.1 Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgcpwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

Note: Bidders are only required to fill out this form if they have been convicted of a criminal offence.

2. Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

2.1 Integrity Provisions – List of Names

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: _____

OR

Name of each member of the joint venture:

Member 1: _____

Member 2: _____



Member 3: _____

Member 4: _____

Identification of the administrators/owners:

SURNAME	NAME	TITLE

3. Additional Certifications Precedent to Contract Award

3.1 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.

3.2 Rate or Price Certification

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

3.3 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.



3.4 Former Public Servant

Contracts awarded to 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 the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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. _____

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: _____
 - Number of weeks: _____
- (g) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

Contract Number:

Contract Amount:

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.

3.5 Aboriginal Designation

Who is eligible?

- a) 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

- b. 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.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

- Our Company is NOT an Aboriginal Firm, as identified above.
- Our Company is an Aboriginal Firm, as identified above. The supplier must complete the certificate in the appropriate clause below.

SACC Manual clauses [A3000T](#), [A3001T](#), [M3030T](#), [M9030T](#), [S3035T](#) and [S3036T](#) contain a certification that suppliers must complete and submit with their bid/offer/arrangement. Failure by suppliers to submit this completed certification form with their bids/offers/arrangements may render the bid/offer/arrangement non-responsive.

Signature of Authorized Representative

Date



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirements

NRCan has determined that there is no security requirement associated with this Contract.

2. Insurance Requirements

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.



PART 7 - 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 dated _____. (*to be completed at contract award*)

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

3. 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.

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.

4. Security Requirements

There is no security requirement applicable to this Contract.

5. Term of Contract

5.1 Period of the Contract

The period of the contract shall be from approximately **date of award** to **March 31, 2019**.

5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **two (2)** additional **one (1)** year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least **five (5)** calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Valerie Holmes**
Title: Procurement Specialist
Organization: Natural Resources Canada
Address: 580 Booth Street, 5th Floor, Room 5-D4-2
Ottawa, Ontario, K1A 0E4
Telephone: (343) 292-8371
Facsimile: (613) 947-5477
E-mail address: Valerie.holmes@canada.ca

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

6.2 Project Authority (to be provided 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.

6.3 Contractor's Representative

Name:
Title:
Tel:
Fax:
Email:

7. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

8. Payment

8.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex "B" for a cost of \$ _____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

8.2 Method of Payment

Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.



9. Invoicing Instructions

Invoices shall be submitted using one of the following methods:

<p><u>E-mail:</u></p> <p>NRCAN.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca</p> <p>Note: Attach "PDF" file. No other formats will be accepted</p>
OR
<p><u>Fax:</u></p> <p>Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987</p> <p>Note: Use highest quality settings available.</p>

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: _____

Invoicing Instructions to suppliers: <http://www.nrcan.gc.ca/procurement/3485>

10. Certifications

10.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if 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 Ontario.

12. Priority of Documents

If there is a discrepancy between the wording of any documents that appear 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 supplemental general conditions, **4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information**, and those contained herein;



- c) the general conditions **2035 (2016-04-04), Higher Complexity – Services**
- d) Annex “A”, Statement of Work;
- e) Annex “B”, Basis of Payment;
- f) the Contractor's bid dated _____

13. Foreign Nationals (Canadian Contractor OR Foreign Contractor)

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

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

14. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



ANNEX “A” – STATEMENTS OF WORK

SW1 Title

Webinar Service Hosting and Delivery – Adapting to a Changing Climate in Canada

SW2 Background

The Government of Canada is a leading player in helping Canadians adapt to climate change. Adaptation refers to any activity that reduces risk and negative impacts, and increases our resilience, in the face of our changing climate. All level of government, industry and professional associations, academia, non-governmental organizations, as well as technical experts and practitioners can benefit greatly from learning about the latest adaptation knowledge relevant to their sector and region.

Hosting thematic Webinars is one key mechanism that has been used to date by a select number of federal departments and agencies to communicate knowledge, and to advance adaptation awareness, understanding and action across Canada. Natural Resources Canada (NRCan, *hereafter referred to as the Project Authority Coordinator*), will establish a contract with a service provider for delivery of webinars on behalf of other, specific federal departments and agencies (Health Canada, Public Health Agency of Canada and Transport Canada) that are also working on climate change adaptation.

SW3 Objectives

The objective is to host a series of up to 21 Webinars in the first year (December 1, 2017 to March 31, 2018), and up to 30 Webinars per year, thereafter (April 1, 2018 to March 31, 2021), to advance climate change adaptation in Canada. Each Webinar will be 60 - 90 minute duration, involving one (1) to four (4) presenters, and a maximum of 200 participants from across Canada (with 100 being the anticipated average). Most presenters will be located in Canada, although the odd presenter may be situated outside (the U.S, or elsewhere). The typical Webinar format is for a moderator (federal department host) to introduce the webinar and presenters, presentations to be given, followed by a moderated Question and Answer (Q&A) period (where participants type in their questions) before closing.

The Contractor will work with each participating federal department and agency to arrange and deliver their Webinars. The Webinars will be (technically) hosted at the Contractor’s facility and will not require use of any NRCan facilities, equipment, software or technical services for the contractor to fulfill its obligations. This will include provision of a dry run for each webinar, approximately one (1) week in advance, as well as conducting and reporting on a post-webinar survey (see 4.3).

The Contractor agrees to undertake the work listed below between the period commencing December 1, 2017, and ending on or before March 31, 2021. It is anticipated that there will not be any Webinars held during the summer months of July and August, each year.

SW4 Project Requirements

SW4.1 Tasks, Deliverables, Milestones and Schedule

The Contractor agrees to undertake the work listed below:

In support of the first year, the Contractor agrees to meet with representatives of participating federal departments and agencies in early December 2017 to discuss planning for up to 21, 60-90 minute Webinar sessions for the period ending March 31, 2018 (same cycle for subsequent years). This will include identifying:

- number of dry runs (to check connectivity, train presenters and to confirm presentations render satisfactorily in the system); and
- number of participants



...to ensure that the cost of the Webinars, before tax, does not exceed the maximum value as set out in 3.0.

The winning firm will be responsible for:

- Providing Webinar and toll-free teleconference services across Canada, and in the odd case, facility for a presenter outside of Canada ;
- Coaching departmental staff on logistics and delivery of the Webinars;
- Coordinating and communicating with presenters via NRCan or other departments/agencies noted above. This will include obtaining PowerPoint slides, and arranging and delivering a 30-60 minute dry run with the presenters to provide instruction on the Webinar interface and trouble shooting, at least one week before each Webinar;
- Converting and uploading each presenter's PowerPoint slides for use by the Webinar system;
- Registering participants, and sending log-in instruction letters and reminder letters to Webinar registrants, presenters and departmental staff;
- Opening the Webinar system 30 minutes prior to each webinar to ensure that the moderator and presenters are connected;
- Providing one-on-one registration and technical assistance to Webinar participants as needed, prior to and during the webinar;
- Providing a *brief* technical introduction to participants just prior to the Webinar and facilitating throughout the event (explaining the Web interface and how to ask questions; identifying and resolving technical issues; posting reminders to ask questions and to participate in post-webinar survey);
- Recording the sessions and hosting the presentation decks on a bilingual, externally hosted, public-facing web page;
- Providing MP4 or comparable format files of these recordings to the Project Authority Coordinator;
- Conducting evaluations for each Webinar and providing the following information to the Project Authority Coordinator:
 - Registration spreadsheet (two (2) versions –24 hours before webinars and final, post-webinar):
 - # of registrants;
 - # of actual participants and guests; and
 - Participants name, title, home organization and email address;
 - Webinar Report with # of connections and # of guests for each connection, discussion transcript, and survey results with graphics

SW4.2 Specifications and Standards

All project deliverables (webinar service delivery and reports) will be subject to inspection and approval by the Project Authority Coordinator. Should any of the work not be in accordance with the requirements set out in this Statement of Work, and to the satisfaction of the Project Authority Coordinator, the latter shall have the right to reject or require its correction at the sole expense of the Contractor before recommending payment.

All post-webinar deliverables are to be submitted to the Project Authority Coordinator in electronic form (MS Word 2016 for reports, MS Excel 2016 for registration). A further deliverable is the MP4 (or comparable file format) recording from each Webinar, with the link provided to the file as hosted on the Contractor's Website. The file must be made available via a file transfer site of the Project Authority Coordinator's choosing.

SW4.3 Method and Source of Acceptance

All deliverables and all services rendered under this requirement are subject to inspection by the Project Authority Coordinator. Should any deliverable not be to the satisfaction of the Project Authority Coordinator, as submitted, the Project Authority Coordinator shall have the right to reject it or require correction before payment will be authorized.



SW4.4 Reporting Requirements

The Contractor promises to deliver the following:

- Conduct up to the maximum number of webinars, and produce and submit to the Project Authority Coordinator, all of the deliverables outlined in this Statement of Work.

SW4.5 Change Management Procedures

The Contractor shall propose (in writing) any changes to the scope of the work for the consideration and agreement by the Project Authority Coordinator. In identifying a suggested change, the Contractor shall identify why they are recommending the change, the estimated cost of the change, and the impact on resources (Contractor and Crown) and project deliverables. No change will be implemented without first obtaining the approval of the Project Authority Coordinator, and upon receipt of a formal Amendment to the contract signed by both parties (i.e., Project Authority and the Contractor.) The Contractor shall not proceed with work outside the scope of the contract without prior authorization of the Project Authority Coordinator.

SW5 Other Terms and Conditions of the SOW

SW5.1 Contractor's Obligations

The Contractor will provide all tasks, activities, deliverables, and milestones as described in Section 4.3 and all other sections of this Statement of Work. The Contractor will return all documents and databases provided by the Project Authority Coordinator (if applicable) before final payment is provided.

SW5.2 NRCan's Obligations

Each participating department, as identified above, shall ensure that the Contractors receive full support to facilitate effective and efficient webinar service delivery, namely to:

- determine Webinar topic;
- identify, locate and confirm presenters;
- ensure availability of staff to liaise with Contractor;
- market and promote the webinar; and
- provide other assistance or support, as is appropriate.

SW5.3 Participating Federal Departments and Agencies

Natural Resources Canada (NRCan)
Health Canada (HC)
Public Health Agency of Canada (PHAC)
Transport Canada (TC)

SW5.4 Location of Work, Work Site and Delivery Point

Any resulting contract will be interpreted and governed by the laws of the Province of Ontario. The Contractor must be ready to work in close and frequent contact with the Project Authority Coordinator, the latter of which will mostly be situated in the National Capital Region (NCR), but with the potential of communication needs outside of the NCR. The work will be performed at the Contractor's site.



SW5.5 Preliminary Schedule and Estimated Level of Effort (Work Breakdown Structure)

The Project Authority Coordinator reserves the right to set the date (with a minimum of three (3) week's notice) of each Webinar for any (business) working day within the contract period (December 1, 2017 to March 31, 2021). It is understood that the Contractor may have from time to time, a conflict with other client dates and that alternate dates may have to be jointly selected on those cases. The Project Authority Coordinator commits to have no more than four (4) Webinars in any given month, but typically two (2) in any 30 day period. The Project Authority Coordinator does not commit to having the maximum number of Webinars as set out in 3.0.



ANNEX “B” – BASIS OF PAYMENT

1. 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.

2. Firm Price – Milestone Payments

Bidder tendered all-inclusive firm price to perform the work is in Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

Task	Delivery Date	Firm all-inclusive rate per webinar	Total Cost
21 Webinars 60 – 90 minutes in duration 1 – 4 presenters Maximum of 200 participants across Canada	December 1, 2017 to March 31, 2018	\$	\$
30 Webinars 60 – 90 minutes in duration 1 – 4 presenters Maximum of 200 participants across Canada	April 1, 2018 to March 31, 2019	\$	\$
30 Webinars 60 – 90 minutes in duration 1 – 4 presenters Maximum of 200 participants across Canada	April 1, 2019 to March 31, 2020	\$	\$
30 Webinars 60 – 90 minutes in duration 1 – 4 presenters Maximum of 200 participants across Canada	April 1, 2020 to March 31, 2021	\$	\$
Total Cost:			\$