



**Return Bids to :**

**Retourner Les Soumissions à :**

Natural Resources Canada  
[Len.Pizzi@Canada.ca](mailto:Len.Pizzi@Canada.ca)

**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**

**Issuing Office – Bureau de distribution**

Finance and Procurement Management  
Branch  
Natural Resources Canada  
183 Longwood Road South  
Hamilton, ON  
L8P 0A5

<b>Title – Sujet</b>	
Atlantic OHS Initiative Cost-Benefit Analysis	
<b>Solicitation No. – No de l'invitation</b>	<b>Date</b>
NRCan-5000036643/B	March 19, 2018
<b>Requisition Reference No. - N° de la demande</b>	
143550	
<b>Solicitation Closes – L'invitation prend fin</b>	
at – à 02:00 PM (Eastern Daylight Savings Time (EDT))	
on – le April 4, 2018	
<b>Address Enquiries to: - Adresse toutes questions à:</b>	
<a href="mailto:len.pizzi@canada.ca">len.pizzi@canada.ca</a>	
<b>Telephone No. – No de telephone</b>	<b>Fax No. – No. de Fax</b>
(905) 645-0676	(905) 645-0831
<b>Destination – of Goods and Services:</b>	
<b>Destination – des biens et services:</b>	
Natural Resources Canada 1801 Hollis Street, Suite 700 PO Box 2284, Station, Halifax, NS B3J3C8	
<b>Security – Sécurité</b>	
There is no security requirements associated with this requirement.	
<b>Vendor/Firm Name and Address</b>	
<b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No.:- No. de téléphone:</b>	
<b>Facsimile No.:- No. de télécopieur:</b>	
<b>Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b> _____	<b>Date</b> _____



**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION ..... 4**

1.1 INTRODUCTION.....4

1.2 SUMMARY .....4

1.3 DEBRIEFINGS .....4

**PART 2 - BIDDER INSTRUCTIONS ..... 5**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....5

2.2 SUBMISSION OF BIDS.....5

2.3 ENQUIRIES - BID SOLICITATION.....5

2.4 APPLICABLE LAWS.....6

2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD.....6

2.6 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY .....6

**PART 3 - BID PREPARATION INSTRUCTIONS..... 7**

3.1 BID PREPARATION INSTRUCTIONS .....7

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 8**

4.1 EVALUATION PROCEDURES.....8

4.2 BASIS OF SELECTION.....8

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 9**

**PART 6 - SECURITY REQUIREMENTS..... 14**

6.1 SECURITY REQUIREMENTS .....14

**PART 7 - RESULTING CONTRACT CLAUSES ..... 15**

7.1 STATEMENT OF WORK OR REQUIREMENT .....15

7.2 STANDARD CLAUSES AND CONDITIONS.....15

7.3 DISPUTE RESOLUTION.....15

7.4 SECURITY REQUIREMENTS .....16

7.5 TERM OF CONTRACT .....16

7.6 COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAs).....16

7.7 AUTHORITIES .....16

7.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....17

7.9 PAYMENT .....17

7.10 INVOICING INSTRUCTIONS .....17

7.11 CERTIFICATIONS .....18

7.12 APPLICABLE LAWS.....18

7.13 PRIORITY OF DOCUMENTS .....18

7.14 FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR).....18

7.15 INSURANCE .....19

7.16 CONTRACT ADMINISTRATION .....19

**ANNEX “A” - STATEMENT OF WORK..... 20**

**ANNEX “B” - BASIS OF PAYMENT..... 24**

**APPENDIX “1” - EVALUATION CRITERIA ..... 25**



---

**APPENDIX “2” – FINANCIAL PROPOSAL FORM..... 27**



---

## PART 1 - GENERAL INFORMATION

### 1.1 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 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 the Statement of Work and the Basis of Payment, Security Requirements.

The Appendixes include the Evaluation Criteria and the Financial Proposal Form.

### 1.2 Summary

By means of the RFP, NRCan is seeking proposals from bidders for....

- 1.2.1 providing technical knowledge and expertise on cost-benefit analysis methodology to assess the net impact associated with the draft policy intent.

More specifically, the key objectives of the work are to:

- Review all of the regulatory requirements (policy intent) under the proposed Occupational Health and Safety Regulations and identify, in accordance with the *Canadian Cost Benefit Analysis Guide*, any impacts on stakeholders and the public at large
- Execute a cost benefit analysis in accordance with the *Canadian Cost Benefit Analysis Guide*;
- Draft Cost Benefit Analysis section of the Triage and RIAS documents that are required as part of the federal regulatory process.

### 1.3 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

### 2.1 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 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada.” **Delete:** “PWGSC” and **Insert:** “NRCan”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8: Delete entirely**
- **Under Subsection 2 of Section 20:** Not applicable

### 2.2 Submission of Bids

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

[len.pizzi@canada.ca](mailto:len.pizzi@canada.ca)

#### **IMPORTANT**

It is requested that you write the following information in “Subject” of the e-mail:

NRCan-5000036643/B - Atlantic OHS Initiative Cost-Benefit Analysis

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

**NRCan will not assume responsibility for proposals directed to any other location.**

The onus is on the Bidder to ensure that the proposal is submitted correctly to the above address. 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.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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.

#### **2.4 Applicable Laws**

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

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.

#### **2.5 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 three (3) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

#### **2.6 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, on the following grounds:

- the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.



---

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy) in a separate file and document

Section III: Certifications (1 electronic copy)

Prices should appear in the financial bid only. No prices should be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

#### **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 should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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. 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.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix "2". The total amount of Applicable Taxes must be shown separately.

#### **Exchange Rate Fluctuation**

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

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.



---

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

Mandatory evaluation criteria are included in Appendix "1" – Evaluation Criteria.

#### **4.1.2 Financial Evaluation**

Mandatory financial evaluation criteria are included in Appendix "1" – Evaluation Criteria.

### **4.2 Basis of Selection**

#### **4.2.1 Mandatory Technical and Financial Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and Financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



## 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.

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](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.

### 5.2 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.

#### 5.2.1 Integrity Provisions – List of Names

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](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

**5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

**5.2.3 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.



#### 5.2.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

#### 5.2.5 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" is any 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. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a 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 size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means 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 in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:



- 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 Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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 adjustment program.

Professional fees	Amount
_____	_____
_____	_____

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

**5.2.6 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 will render the bid/offer/arrangement non-responsive.



## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirements associated with this requirement.



## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

### 7.2 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](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.

#### 7.2.1 General Conditions

[2010B](#) (2016-04-04), General Conditions – Professional Services - Medium Complexity, 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).

#### 7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

[4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information

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

#### **7.4 Security Requirements**

**7.4.1** There is no security requirement applicable to this Contract.

#### **7.5 Term of Contract**

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

The period of the Contract is from date of Contract to July 5, 2018 inclusive.

#### **7.6 Comprehensive Land Claims Agreements (CLCAs)**

Not applicable.

#### **7.7 Authorities**

##### **7.7.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Len Pizzi  
Title: Procurement Officer  
Organization: Natural Resources Canada  
Address: 183 Longwood Road South, Hamilton, ON, L8P 0A5  
Telephone: (905) 645-0676  
Facsimile: (905) 645-0831  
E-mail address: [len.pizzi@canada.ca](mailto:len.pizzi@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.

##### **7.7.2 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.

### 7.7.3 Contractor's Representative (*to be provided at contract award*)

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

### 7.8 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.

### 7.9 Payment

#### 7.9.1 Basis of Payment – Firm Price, Firm Unit Price(S) or Firm Lot Price(s)

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 \$ \_\_\_\_\_. 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.

#### 7.9.2 Method of Payment

##### Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

### 7.10 Invoicing Instructions

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

E-mail:

[nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca](mailto:nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca)

**Note:** Attach "PDF" file. No other formats will be accepted



<b>OR</b>
<p><u>Fax:</u></p> <p>Local NCR region: <b>613-947-0987</b> Toll-free: <b>1-877-947-0987</b></p> <p><b>Note:</b> 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>

**7.11 Certifications**

**7.11.1 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.

**7.12 Applicable Laws**

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

**7.13 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** - Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16);
- (c) the general conditions **2010B** – Professional Services - Medium Complexity (2016-04-04);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment; and
- (f) the Contractor's bid dated \_\_\_\_\_.

**7.14 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)**

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

**OR**

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



### **7.15 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.

### **7.16 Contract Administration**

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



---

## ANNEX "A" - STATEMENT OF WORK

### 1.0 TITLE

Atlantic OHS Initiative Cost-Benefit Analysis

### 2.0 BACKGROUND

On December 31, 2014, amendments to the federal *Canada-Newfoundland and Labrador Atlantic Accord Implementation Act* and the *Canada-Nova Scotia Offshore Petroleum Resources Accord Implementation Act* and their mirror provincial versions came into force. These changes established in law a new occupational health and safety regime in Canada's Atlantic offshore areas that apply to all workplaces in the offshore area.

The Governments of Canada, Nova Scotia and Newfoundland and Labrador, together with the offshore regulators (Canada-Nova Scotia Offshore Petroleum Board and Canada-Newfoundland and Labrador Offshore Petroleum Board), have embarked on an initiative to develop new regulations to support the OHS regime. As part of this initiative, a technical working group composed of OHS initiative technical members has been established to develop policy intent to support the development of new, modernized OHS regulations.

A contractor is required to undertake a cost benefit analysis with respect to the proposed regulations under the Atlantic OHS Initiative, in order to assess the net impact of the regulatory proposals. This will be accomplished by estimating costs to operators and employers to implement any new requirements that are currently not in existing regulations or that are not standard industry practice, as well as estimating benefits to offshore workers, industry and other affected parties. Such analysis must be completed in accordance with the Treasury Board Secretariat guidelines and procedures.

Additionally, the contractor will draft and finalize the Cost Benefit Analysis requirements of the Triage and RIAS documents that support the federal regulatory process.

#### 2.1 Applicable Regulations and Relevant Documents

- OHS Initiative Draft Policy Intentions Document (draft policy intent document can be found on NRCan website: <http://www.nrcan.gc.ca/energy/offshore-oil-gas/18883>)
- Cabinet Directive on Streamlining Regulations
- *Canadian Cost-Benefit Analysis Guide*, Treasury Board of Canada Secretariat

### 3.0 OBJECTIVES

The expert will provide technical knowledge and expertise on cost-benefit analysis methodology to assess the net impact associated with the draft policy intent.

More specifically, the key objectives of the work are to:

- Review all of the regulatory requirements (policy intent) under the proposed Occupational Health and Safety Regulations and identify, in accordance with the *Canadian Cost Benefit Analysis Guide*, any impacts on stakeholders and the public at large
- Execute a cost benefit analysis in accordance with the *Canadian Cost Benefit Analysis Guide*;
- Draft Cost Benefit Analysis section of the Triage and RIAS documents that are required as part of the federal regulatory process.



## 4.0 PROJECT REQUIREMENTS

### 4.1 Tasks and Deliverables

The required tasks and deliverables are as follows:

1. Review proposed OHS regulations (policy intent?) and identify in a preliminary report any changes/impacts, in accordance with the *Canadian Cost Benefit Analysis Guide*. [Deliverable 1]
2. Execute a cost benefit analysis on the proposed OHS regulations [policy intent], in accordance with the Treasury Board Guide on Cost-Benefit Analysis. [Deliverables 2]
3. Draft a final report [Deliverables 3] that provides detailed information on the analysis undertaken and a summary of the impacts on stakeholders, including:
  - a) Executive Summary
  - b) Scope and Methodology
  - c) List of proposed regulatory requirements with potential impacts
  - d) Description of the impacts for each listed proposed requirement
  - e) Identification and evaluation of any impacts not attributable to any one specific requirement
  - f) Analysis and presentation of overall costs and benefits of the proposed regulatory changes
  - g) Supporting Annexes
4. Draft the relevant sections of the Triage and RIAS documents required for publication in Canada Gazette. [Deliverable 4]
5. Attend, or participate via conference call, in meetings at the various project milestones, noted in the table below, and any other meetings necessary to advance the work.

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

Milestone and payment schedule is as follows (note, if start date changes, the schedule will be revised accordingly):

Milestone	Date	Who	Payment Schedule
Contract starts; 1 <sup>st</sup> meeting	15 April 2018	Contractor, PM	
Deliverable 1 (draft)	8 June 2018	Contractor sends report to PM	
Meeting to review Deliverable 1	18 June 2018	Contractor, PM and other NRCan officials	
Deliverable 1 (final)	25 June 2018	PM	20% of total
Deliverables 2 and 3 (draft)	13 August 2018	Contractor notifies to PM	
Meeting to review Deliverables 2 and 3	20 August 2018	Contractor, PM, other NRCan officials	
Deliverables 2 and 3 (final)	27 August 2018	PM	50% of total
Deliverable 4 (draft)	21 September 2018	Contractor sends to PM	
Meeting to review	28 September	Contractor, PM, other NRCan	



Milestone	Date	Who	Payment Schedule
deliverable 4	2018	officials	
Deliverable 4 (final)	5 October 2018	PM	30% of total

#### 4.2 Location of Work

Travel is not necessary for completion of this contract.

#### 4.3 Language of Work

All correspondence, work and deliverables shall be performed and provided in English.

#### 4.4 Method and Source of Acceptance

All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

#### 4.5 Point of contact, Technical Support and Interview Resources

The Project Manager for the OHS Initiative will be responsible for primary oversight of the contract. She will be available to schedule meetings to discuss progress of activities and problems encountered while fulfilling deliverables of contract.

The Project Manager will also:

- Respond to questions about the deliverables, style, format etc.
- Act as the point of contact for any technical questions and comments
- Provide relevant documentation
- Manage the contract, communicating proactively with the project staff and bringing them into meetings when required

One point of contact from each of the three offshore regulators will be made available for the contractor to interview with respect to the project Objectives and Deliverables. The Project Manager will provide other contacts, such as industry experts, as required to gather the information required to undertake the costing analysis.



Natural Resources  
Canada

Ressources naturelles  
Canada

RFP # NRCan-5000036643/B

---



**ANNEX "B" - BASIS OF PAYMENT**

*(to be completed at contract award)*



## APPENDIX “1” - EVALUATION 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.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

### 1. TECHNICAL CRITERIA

#### 1.1 MANDATORY EVALUATION 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.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	The bidder MUST demonstrate in-depth knowledge of cost-benefit analysis methodologies		
M2	The bidder MUST possess formal education and/or experience in the fields of Economics or public administration		
M3	The bidder MUST possess experience and/or in-depth knowledge in occupational health and safety regulations		
M4	The bidder MUST demonstrate knowledge in the offshore oil and gas sector		
M5	The bidder MUST possess experience in carrying out cost benefit analyses for federal government regulatory processes, in accordance with the Canadian Cost Benefit Analysis Guide		
M6	The bidder MUST possess experience in drafting supporting documentation for the federal regulatory process (e.g. triage and RIAS)		



## **2. FINANCIAL CRITERIA**

### **2.1 MANDATORY FINANCIAL CRITERIA**

#### **2.1.1 FUNDING LIMITATION**

The maximum funding available for the Contract resulting from the bid solicitation is \$ 40,000.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

This maximum **included a) the Price to perform the Work, b) any Travel and Living and c) Miscellaneous Expenses that may be required.**

Any bids received in excess of this maximum funding will be automatically deemed non-responsive and will not be evaluated.



**APPENDIX “2” – FINANCIAL PROPOSAL FORM**

**1. 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.

***The bidder must complete the schedule below indicating the firm proposed amounts for each step according to the indicated percentages***

<b>Milestone #</b>	<b>Description of Milestone</b>	<b>Milestone Firm Price (applicable taxes excluded)</b>
<b>1</b>	Deliverable 1 (final). Due on June 25, 2018. 20% of the total value of the contract	\$ _____
<b>2</b>	Deliverables 2 and 3 (final). Due on August 27, 2018. 50% of the total value of the contract	\$ _____
<b>3</b>	Deliverable 4 (final). Due on October 5, 2018. 30% of the total value of the contract	\$ _____
<b>Total Firm Price for Financial Proposal Evaluation:</b>		\$ _____