



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION5

1.1 INTRODUCTION 5

1.2 SUMMARY 5

1.3 DEBRIEFINGS 6

PART 2 - BIDDER INSTRUCTIONS7

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS 7

2.2 SUBMISSION OF BIDS 7

2.3 ENQUIRIES - BID SOLICITATION 8

2.4 APPLICABLE LAWS 8

2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD 8

2.6 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY 8

PART 3 - BID PREPARATION INSTRUCTIONS9

3.1 BID PREPARATION INSTRUCTIONS 9

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION10

4.1 EVALUATION PROCEDURES 10

4.2 BASIS OF SELECTION 10

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION12

PART 6 - SECURITY REQUIREMENTS18

6.1 SECURITY REQUIREMENTS 18

PART 7 - RESULTING CONTRACT CLAUSES19

7.1 STATEMENT OF WORK 19

7.2 STANDARD CLAUSES AND CONDITIONS 19

7.3 DISPUTE RESOLUTION 19

7.4 SECURITY REQUIREMENTS 20

7.5 TERM OF CONTRACT 20

7.6 AUTHORITIES 20

7.7 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS 21

7.8 PAYMENT 21

7.9 INVOICING INSTRUCTIONS 22

7.10 CERTIFICATIONS 23

7.11 APPLICABLE LAWS 23

7.12 PRIORITY OF DOCUMENTS 23

7.13 FOREIGN NATIONALS (CANADIAN CONTRACTOR) 23

7.14 INSURANCE 23

7.15 CONTRACT ADMINISTRATION 24

ANNEX "A" - STATEMENT OF WORK25

ANNEX "B" - BASIS OF PAYMENT29



APPENDIX 1 - EVALUATION CRITERIA.....	30
APPENDIX "2" – FINANCIAL PROPOSAL FORM.....	36



The Articles contains in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.



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, the Basis of Payment, the Insurance Requirements, and any other annexes.

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

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders for the development of an inventory of and common schema for presenting all available flood data in a National Flood Hazard Data Layer (NFHDL). A mechanism for automated map updates will also be required.

The period of the resulting contract will be from contract award to September 1, 2020. There is no security requirement for this RFP.

The requirement is subject to the provisions of the following trade agreements:

- North American Free Trade Agreement (NAFTA)
- Canada-Korea Free Trade Agreement (CKFTA)
- Canada-Panama Free Trade Agreement (CPaFTA)
- Canada-Honduras Free Trade Agreement (CHFTA)
- Canada-Colombia Free Trade Agreement (CCoFTA)



- Canada-Chile Free Trade Agreement (CCFTA)
- Canadian Free Trade Agreement (CFTA).

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 (2019-03-04) 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 and 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 delivered to the following location, by the time and date indicated on page 1 of this RFP document:

Natural Resources Canada
Bid Receiving Unit – Mailroom
Loading Dock
588 Booth Street,
Ottawa, ON
K1A 0E4 Attention: **Jinping Wei**

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.



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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 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 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.

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 5 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 soft copy on flash drive)

Section II: Financial Bid (1 soft copy on flash drive) **in a separate file and document**

Section III: Certifications (1 soft copy on flash drive)

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

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 and point rated technical evaluation criteria are included in Appendix 1 – Evaluation Criteria.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 24 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 40 points.

Bids not meeting (choose "(a) or (b) or (c) will be declared non-responsive.

3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



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>), 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>), 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) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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 Bidder certifies having read and understood the information included in the present document and acknowledges receipt.

Signature of Authorized Representative

Date

Name of Authorized Representative



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There are no security requirements applicable for 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 _____. (*to be completed at contract award*)

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

[2035](#) (2018-06-21), 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).

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.

7.4 Security Requirements

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 award to **March 31, 2021** inclusive.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Jinping Wei**
Title: Procurement Officer
Organization: Natural Resources Canada
Address: 580 Booth Street, Ottawa, ON, K1A 0E4
Telephone: 343-292-7352
E-mail address: jinping.wei@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.

7.6.2 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.

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

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address

7.7 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.

7.8 Payment

7.8.1 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 \$_____. 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.

7.8.2 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.

7.9 Invoicing Instructions

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

<p><u>E-mail:</u></p> <p>nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@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: _____ (to be provided at contract award)

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



7.10 Certifications

7.10.1 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.

7.11 Applicable Laws

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

7.12 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;
- (c) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity – Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____.

7.13 Foreign Nationals (Canadian Contractor)

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

7.14 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.



7.15 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” - STATEMENT OF WORK

1.0 TITLE

National Flood Hazard Data Layer

2.0 BACKGROUND

Flood Hazard and Flood Risk Mapping in Canada

Flooding is the temporary inundation by water of normally dry land, and it can occur in coastal and lake areas, along rivers, from stream blockages including ice jams, from failure of engineering works including dams, from extreme rainfall, rapid snow/ice melt or poor drainage characteristics, and other sources. Flood mapping that accurately delineates flood hazards, including those impacted by future conditions due to anticipated development or projected changes in climate, serves as the precondition for effective flood risk mitigation activities.

In Canada, flood management is primarily the responsibility of the provinces and territories, and is often delegated to municipalities through legislation. Therefore, most flood management activities including mapping, planning, preparation, response and recovery are executed at the ‘local’ rather than provincial, territorial or federal levels. Provincial legislation generally includes provisions requiring municipalities to undertake flood mitigation and response actions, including mapping initiatives, deemed necessary in the public interest.

Flood mapping in Canada has occurred under several different programs, including the Flood Damage Reduction Program (1975 – 1996), the National Disaster Mitigation Program (2015 – 2020), and a large number of provincial, municipal, and other initiatives.

The current picture of flood mapping in Canada is that there is little consistency between jurisdictions, and many flood hazard maps are missing or out of date. This presents a challenge for understanding and communicating flood hazard and flood risk across Canada.

National Flood Hazard Data Layer

The federal government is interested in developing a National Flood Hazard Data Layer (NFHDL) that uses a common schema to display existing, high-quality flood hazard information developed by provinces, territories, municipalities, and other authoritative sources.

The purpose of this initiative is to create a ‘whole of Canada’ picture of flood hazard, by bringing together flood hazard data from different areas of the country, created using different methodologies, and presented using different schemas, into one common, consistent data layer.

This undertaking first requires building an inventory of existing flood maps in Canada, collecting digital flood mapping data from all available sources, and using this information to develop a proposed common schema for a NFHDL. This layer will be served following an Open Geospatial Consortium (OGC) standard. The OGC is a collaborative organization of over 500 international and Canadian members that supports the development of interoperable, open geospatial standards.



In order to maintain relevance of this proposed harmonized data layer, processes to exchange, store and update the data must be identified.

The crown will take ownership of Intellectual Property (IP) produced as a result of this project.

3.0 OBJECTIVES

The objectives of this project are to:

1. Inventory and collect all available flood mapping data in Canada;
2. Develop a common schema that will be used to present the available flood mapping data into a NFHDL; and,
3. Propose mechanisms for automating map updates at the provincial, territorial, or other levels into the NFHDL.
4. Implement a prototype that incorporates the work achieved as a result of the objectives mentioned above.

4.0 PROJECT REQUIREMENTS

4.1 Tasks

This project comprises five tasks for the Contractor to complete:

1. Data Inventory: Generate an inventory of existing flood data in Canada. NRCan will provide a summary of data that has already been collected.
2. Data Acquisition: Gather digital data identified during the Data Inventory.
3. Engagement: Engage with representatives from provinces and territories to understand local requirements for data formats, exchange mechanisms, and the common schema that will be used for the NFHDL.
4. Schema Development: Develop the NFHDL, including mechanisms for ongoing updates that will incorporate new flood data into the NFHDL.
5. Reporting: Submit all electronic data gathered and a final report that summarizes all steps of the project, including engagement logs, methods, data sources, and other relevant information.

4.3 Deliverables:

The Contractor will prepare the following deliverables:

1. Attendance at Project Kick-Off Meeting with NRCan;
2. Scheduled Meetings (teleconference) with NRCan representative;
3. Final Report that summarizes all steps of the project, including engagement logs, methods, data sources, and other relevant information;
4. Present the results of the project to the project authority, and other CCMEQ colleagues;
5. Prototype as described in Task 6 section 4.4 Tasks



4.4 Tasks Schedule

TASKS	DELIVERABLES/MILESTONES	TIMING
1. Project Kick-off Meeting (with NRCan)	Contractor will participate in a project kick-off meeting with NRCan to discuss the project and clarify expectations. NRCan will lead the call.	Within 1 week of contract award
2. Flood Map Inventory and Collection	Contractor will create an inventory of flood maps in Canada and start gathering digital data and map services.	March 20, 2020
3. Engagement	Contractor will conduct engagement with contact list provided by NRCan and other parties identified by the contractor to develop criteria for a common schema and data format and proposed data exchange mechanisms for the NFHDL	September 01, 2021
4. Data Submission	Contractor will submit digital flood mapping data to NRCan in an agreed-upon format.	September 30, 2021
5. Final Report	Contractor will prepare a final report to present all project findings to NRCan.	December 01, 2021
6. Prototype	Contractor will provide a prototype (ie. Data extraction mechanisms, as well as a database with a script that would update/maintain the web services).	March 31, 2021

4.5 Reporting Requirements

The Contractor and NRCan will meet as required via telephone and in person at least once per month for the duration of the contract. Email correspondence will be conducted as required.

4.6 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.

5.0 OTHER TERMS AND CONDITIONS OF THE SOW

5.1 Contractor's Obligations

In addition to the obligations outlined in Section 4 of this Statement of Work, the Contractor shall:

- Submit all reports in electronic Microsoft Office Word format unless specified otherwise; and,
- Attend meeting at NRCan sites, if required;
- Participate in teleconference meetings, as needed.



5.2 NRCan's Obligations

NRCan will facilitate effective and efficient project completion by:

- Managing meetings and overseeing report development;
- Providing web links to any key documents required;
- Providing drafts of relevant guidance documents;
- Facilitate data and stakeholder access;
- Providing comments on draft reports within one working day; and,
- Offering other assistance or support as needed.

5.3 Budget

A project plan should be submitted showing budget allocation by identified project task and the total proposed project budget.

5.4 Location of Work, Work Site and Delivery Point

Work is expected to be completed at the Contractor's place of business. The work will be delivered to the Project Authority at Natural Resources Canada, 560 Rochester Street, Ottawa, ON.

6.0 Required Resources or Types of Roles to be Performed

The purpose of this project is to provide expertise in developing flood hazard model evaluation criteria, and the evaluation of existing Canada-wide flood hazard models. Therefore, project team members should be chosen to meet these requirements.

7.0 Acronyms and Abbreviations

NFHDL	National Flood Hazard Data Layer
OGC	Open Geospatial Consortium
UML	Unified Modelling Language
XML	Extensible Markup Language

7.1 Additional References:

Federal Flood Mapping Guidelines Series: <https://www.publicsafety.gc.ca/cnt/mrgnc-mngmnt/dsstr-prvntn-mtgtn/ndmp/fldpln-mppng-en.aspx>



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 that the Project Lead Resource has at least five years of experience conducting spatial data modelling projects.		
M2	The Bidder MUST demonstrate that the Lead Resource or at least one additional resource (referred to in this document as the ‘Additional Resource’) has at least five (5) cumulative years of experience in water management (including water resources engineering, hydrology, hydraulics, or water balance modeling) from January 1, 2010 to the date of bid closing.		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
<p>M3</p>	<p>The Bidder MUST demonstrate at least three (3) projects for which the Lead Resource has experience conducting projects that include synthesizing geomatics data from different sources, from January 1, 2010 to the date of bid closing.</p> <p>In order to demonstrate that the Lead Resource and Additional Resources possess the required experiences, bidders should provide the following information:</p> <ul style="list-style-type: none"> - Project Name; - Project Summary; - Project Date; - Business Name; - Contact Name and Contact Information (references); - Location; - Data Sources; - Geographic Scale of Project; - Methodology; - Software programs used (if applicable); and - Final Products. <p>Note: References will only be contacted to confirm the information provided.</p> <p><i>NRCan reserves the right to contact the named client project authorities to verify the accuracy and veracity of each of the Bidders cited Project Summaries.</i></p>		
<p>M4</p>	<p>The Bidder MUST include in its proposal a detailed résumé for the Lead Resource and (if applicable) the Additional Resource. The Bidder MUST identify the following:</p> <ul style="list-style-type: none"> - Relevant project descriptions of the resource’s work experience (indicated in years and months); and, - The resource’s roles and responsibilities. <p>The Bidder should note in the Reference to Bidder’s Proposal column the relevant areas in the resource’s CV, which corresponds to the mandatory and rated criteria as described below.</p>		



1.2 EVALUATION OF RATED CRITERIA

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria.

Proposals must achieve the stated minimum points required overall for the rated criteria to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.

Proposals will be evaluated based on the following criteria:

Req. ID	Rated Requirements	Evaluation Criteria Scoring Method	Max Points	Reference to Proposal
R1	<p><i>Project proposal:</i></p> <p>The Bidder’s proposal shows an excellent understanding of the objectives and demonstrates an approach that will lead to a successful completion of the project.</p> <p><i>Further identification of project team members beyond the Lead Resource and the Additional Resource may be included in this section.</i></p>	<p>Up to a maximum of ten (10) points will be awarded.</p> <p>The submitted project proposal:</p> <p>0 points: Either does not show an adequate understanding of the objectives OR demonstrates an approach that will lead to a successful completion of the project</p> <p>4 points: Poor. Shows only an adequate understanding of the objectives AND demonstrates an approach that will lead to a successful completion of the project but is missing one or two key items</p> <p>6 points: Fair. Shows a good understanding of the objectives AND demonstrates an approach that will lead to a successful completion of the project but is missing one or two key items</p> <p>8 points: Good. Shows a good understanding of the objectives AND demonstrates an approach that will lead to a successful completion of the project.</p>	10	



Req. ID	Rated Requirements	Evaluation Criteria Scoring Method	Max Points	Reference to Proposal
		<p>10 points: Excellent. Shows an excellent understanding of the objectives AND demonstrates an approach that will lead to a successful completion of the project</p>		
R2	<p>Engagement:</p> <p>The Bidder’s proposal should include a description of the methodology that will be used for engagement with practitioners.</p> <p>This may include providing a sample questionnaire / interview template, or a list of information that will be gathered.</p> <p><i>Further identification of project team members beyond the Lead Resource and the Additional Resource may be included in this section.</i></p>	<p>Up to a maximum of ten (10) points will be awarded.</p> <p>Description of engagement methodology.</p> <p>0 points: Detailed methodology not provided.</p> <p>2 points: Poor. Methodology not clear.</p> <p>4 points: Fair. Methodology clear but not effective.</p> <p>6 points: Good. Methodology clear and reasonably effective.</p> <p>8 points: Very Good. Methodology clear and highly effective.</p> <p>10 points: Excellent. Methodology clear, highly effective, and includes contingency planning.</p>	10	
R3	<p>Schema development methodology:</p> <p>The Bidder’s proposal should include a description of the</p>	<p>Up to a maximum of twenty (10) points will be awarded.</p> <p>Description of schema development methodology.</p>	10	



Req. ID	Rated Requirements	Evaluation Criteria Scoring Method	Max Points	Reference to Proposal
	<p>methodology that will be used to develop the common schema for the National Flood Hazard Data Layer:</p> <ul style="list-style-type: none"> - demonstrate understanding of state of flood mapping in Canada; - demonstrate understanding of how different jurisdictions use different data formats and methodologies, and how these can be synthesized; - propose methodology for addressing the project objectives; - demonstrate a realistic and achievable deliverables framework; and, - demonstrate understanding of the potential risks and problem areas and provide a realistic plan for mitigating risks. 	<p>0 points: Methodology not provided.</p> <p>2 points: Poor. Methodology not clear or effective.</p> <p>4 points: Fair. Methodology clear but not effective.</p> <p>6 points: Good. Methodology clear and reasonably effective.</p> <p>8 points: Very Good. Methodology clear and highly effective.</p> <p>10 points: Excellent. Methodology clear, highly effective, and presented in a polished state that requires little further development.</p>		
R4	<p><i>Prototype development and implementation plan:</i></p> <p>The Bidder’s proposal should include a description of the schedule and methodology that will be used for the development and implementation of the prototype as described in objective 4 in the SOW.</p> <p><i>Further identification of project team members beyond the Lead Resource and the Additional Resource may be included in this section.</i></p>	<p>Up to a maximum of ten (10) points will be awarded.</p> <p>Description of schedule and methodology for prototype development and implementation.</p> <p>0 points: Methodology not provided.</p> <p>2 points: Poor. Methodology not clear or effective.</p> <p>4 points: Fair. Methodology clear but not effective.</p>	10	



Req. ID	Rated Requirements	Evaluation Criteria Scoring Method	Max Points	Reference to Proposal
		<p>6 points: Good. Methodology clear and reasonably effective.</p> <p>8 points: Very Good. Methodology clear and highly effective.</p> <p>10 points: Excellent. Methodology clear, highly effective, and presented in a polished state that requires little further development.</p>		
Total points available:			40	
Total Points needed to be considered compliant (60%)			24	

2. FINANCIAL CRITERIA

2.1 MANDATORY FINANCIAL CRITERIA

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

2.1.1 COST BREAKDOWN

The Bidder **MUST** provide a summary of budget allocations by project task, and a total proposed project budget to support the Financial Proposal (Appendix “2” - Financial Proposal Form).

This should include the hourly rates for team members and the number of proposed hours for each team member, for each deliverable.



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:

Mile-stone #	Description of Milestone	Milestone Firm Price (applicable taxes excluded)
1	25% of the total price for the work following delivery and acceptance by the Project Authority of the deliverables for Task 1 and Task 2 as described in Annex A.	\$ _____
2	15% of the total price for the work following delivery and acceptance by the Project Authority of the deliverables for Task 3 as described in Annex A.	\$ _____
3	20% of the total price for the work following delivery and acceptance by the Project Authority of the deliverables for Task 4 and Task 5 as described in Annex A.	\$ _____
4	40% of the total price for the work following delivery and acceptance by the Project Authority of the deliverables for Task 6 and all previous tasks as described in Annex A.	\$ _____
Total Firm Price for Financial Proposal Evaluation:		\$ _____