



**Return Bids to :**

**Retourner Les Soumissions à :**  
Natural Resources Canada

[nrcan.ontariobid-soumissionontario.nrcan@canada.ca](http://nrcan.ontariobid-soumissionontario.nrcan@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>	
Environmental scan and business analysis for the renewal of The Atlas of Canada	
<b>Solicitation No. – No de l'invitation</b>	<b>Date</b>
NRCan-5000049746/B	January 23, 2020
<b>Requisition Reference No. - N° de la demande</b>	
156668	
<b>Solicitation Closes – L'invitation prend fin</b>	
at – à 02:00 PM (Eastern Standard Time (EST)) on – le February 7, 2020	
<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: Destination – des biens et services:</b>	
Natural Resources Canada 560 Rochester Street Ottawa, ON Canada K1S 5K2	
<b>Security – Sécurité</b>	
There is no security requirements associated with this requirement.	
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No.:- No. de téléphone: Facsimile No.: - No. de télécopieur:</b>	
<b>Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</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

**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 ..... 18

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**



The Articles contained 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 and the Basis of Payment.

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....

- 1.2.1 Natural Resources Canada is commissioning an environmental scan and business analysis on the current state and future development for The Atlas of Canada in comparison to other national mapping agencies that provide similar services. Those services are comprised of national scale base and thematic geospatial datasets, publications, geospatial information dissemination and visualization, and interactive tools/applications

### **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 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:

[nrcan.ontariobid-soumissionontario.nrcan@canada.ca](mailto:nrcan.ontariobid-soumissionontario.nrcan@canada.ca)

#### **IMPORTANT**

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

Environmental scan and business analysis for the renewal of The Atlas of Canada - NRCan-5000049746/B

The address above is reserved for the submission of your proposal. No other communication should be sent to that address.

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



---

## 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.

If the Bidder chooses to submit its bid electronically please be informed that the electronic mail system has a limit of 1GB per single message posted and a limit of 20GB per conversation. It is the Bidder's responsibility to ensure it's bid is received at the email address provided on page one of this bid solicitation prior to the closing date and time of 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 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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

Point rated technical 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 Highest Rated Within Budget**

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 20 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 (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.





## 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.



## **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](#) (2018-06-21), 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).

### 7.3 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 March 27, 2020 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: Senior 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**

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**

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:**

<p><u>E-mail:</u></p> <p><a href="mailto:nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca">nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca</a></p> <p><b>Note:</b> Attach "PDF" file. No other formats will be accepted</p>
<b>OR</b>
<p><u>Fax:</u></p> <p>Local NCR region: <b>613-947-0987</b></p> <p>Toll-free: <b>1-877-947-0987</b></p>



**Note:** Use highest quality settings available.

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

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

**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 Ontario.

## **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 general conditions **2010B**, General Conditions – Professional Services - Medium Complexity (2018-06-21);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment; and
- (e) 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

### SW1 TITLE

Environmental scan and business analysis for the renewal of The Atlas of Canada<sup>1</sup>.

### SW2 ACRONYMS

NRCan	Natural Resources Canada
Data	National scale base and thematic geospatial data (scale of 1:1million and smaller)
CCMEO	Canada Centre for Mapping and Earth Observation
SOW	Statement of Work
SWOT	Strengths-Weaknesses-Opportunities-Threats
TA	Technical Authority

### SW3 REQUIREMENT

Natural Resources Canada is commissioning an environmental scan and business analysis on the current state and potential future development for The Atlas of Canada in comparison to other national mapping agencies that provide similar services. Those services are comprised of national scale base and thematic geospatial datasets, publications, geospatial information dissemination and visualization, and interactive tools/applications. The scan and analysis should include the following key elements;

- (1) An analysis of Atlas of Canada user profiles, their roles, responsibilities, contributions and content/service needs;
- (2) an analysis of activities, programs and user profiles of Atlas clients in other countries;
- (3) an analysis to provide NRCan with Strengths-Weaknesses-Opportunities-Threats (SWOT) on the situation in Canada and a documented benchmark on the Canadian situation with respect to international counterparts;
- (4) strategic recommendations for restarting The Atlas of Canada brand.

### SW4 BACKGROUND

The Atlas of Canada, first published in 1906, is looking toward the future and evaluating how best to deliver its national scale geographic data to Canadian citizens as well as providing a national portrait of the country. Since the publication of the 6th Edition of The Atlas of Canada, Natural Resources Canada's Canada Centre for Mapping and Earth Observation (CCMEO) has undergone a transformative process with respect to managing its data, dissemination and delivery methods, and how the stories and information of Canada are being represented. Presently, these datasets are packaged, discoverable, and made available from the Open Canada data portal with no license restrictions. In looking towards the future, The Atlas of Canada is aiming to improve its data management processes, to enhance its data delivery methods to the public via access on various data, media and social platforms, and effectively deliver relevant and up-to-date national geographic data. CCMEO will be evaluating and prioritizing these aspects as it looks to strengthen the Atlas of Canada and the data it provides in support of the government of Canada and to its citizens.

### SW5 OBJECTIVE

Natural Resources Canada is commissioning an environmental scan and business analysis on the current state and future development for The Atlas of Canada in comparison to other national mapping agencies that provide similar services. Those services are comprised of national scale base and thematic geospatial datasets, publications, geospatial information dissemination and visualization, and interactive tools/applications



**SW6 SCOPE**

The Contractor will conduct all planning, coordination and execution necessary to carry out the components of the environmental scan and business analysis.

**SW7 TASKS TO BE PERFORMED**

SW7.1 Consult with the Technical Authority (TA) prior to and during the environmental scan to clarify the mandate and ensure a common understanding that the information gathered and level of detail are appropriate with the objectives and requirements of the project.

SW7.2 Upon award of the contract, an initial kick-off meeting with the TA and select staff from NRCan will be held to identify the roles, responsibilities, requirements and participants required for the successful completion of the project.

SW7.3 Participate in bi-weekly teleconference/videoconference calls with the NRCan TA to provide progress updates.

SW7.4 Conduct an environmental scan and business analysis that will serve as a resource for NRCan to launch the next iteration of The Atlas of Canada. The environmental scan and business case will cover the following topics.

SW7.4.1 Identify, research and document The Atlas of Canada user profiles along with a needs assessment of each profile with the goal of recommending the proper strategy and stakeholders to re-launch The Atlas of Canada.

SW7.4.2 Identify, research and document relevant national-scale mapping programs and/or national Atlas programs in countries or organizations throughout the world.

SW7.4.3 Identify and research current practices in the geomatics industry to discover how national mapping programs currently consume, distribute and visualize geospatial data and information.

SW7.4.4 Perform a SWOT analysis on NRCan’s Atlas related functions including the information management practices, life-cycle management and distribution and visualization of geospatial data and information.

SW7.5 Prepare a written report for NRCan documenting the approach taken for the environmental scan and business analysis, including the questions used, the methodology and the findings.

SW7.6 Prepare a presentation for NRCan summarizing the approach and key findings of the environmental scan and business analysis.

**SW8 DELIVERABLES (DESCRIPTION AND SCHEDULES)**

The contractor must complete and submit the following deliverables:

Deliverable Number	Task Reference	Description and Schedule
1		Draft environmental scan and business analysis report including the following sections at a minimum must be submitted to the TA for proof-reading by February 28, 2020:



		<ul style="list-style-type: none"> <li>• Introduction</li> <li>• Methodology</li> <li>• Findings <ul style="list-style-type: none"> <li>○ Key Stakeholders and Atlas User profiles</li> <li>○ Environmental scan of Atlas programs</li> <li>○ Atlas of Canada gap analysis</li> <li>○ Proposed Atlas of Canada governance model, information management (IM) and life-cycle management</li> <li>○ Use of The Atlas of Canada as a brand</li> <li>○ Recommendations</li> </ul> </li> <li>• References</li> </ul> <p>The environmental scan and business analysis <b>will not be:</b></p> <ul style="list-style-type: none"> <li>• An exhaustive description of the users of The Atlas of Canada.</li> <li>• An exhaustive description of International programs comparable to The Atlas of Canada</li> <li>• An exhaustive analysis of the gaps in policies and programs related to The Atlas of Canada</li> <li>• A description of specific content or themes of International programs comparable to The Atlas of Canada</li> <li>• An analysis of gaps in Government of Canada policies and programs.</li> <li>• A list of experimental or pilot programs or policies.</li> <li>• A list of governance or business models used in the context of experimental or pilot projects or programs.</li> <li>• A review of literature, although literature can be consulted to assist in the work and cited to support the tasks.</li> </ul>
2		Draft final report and draft presentations including the content from the draft report and content to address the issues and feedback from the TA on the draft report must be completed and submitted no later than March 19 <sup>th</sup> , 2020.
3		A final report and presentation addressing the issues and feedback from the TA from the Draft final report must be completed and submitted no later than March 27 <sup>th</sup> , 2020.
4		An executive summary document separate from the final report summarizing the important aspects of the report must be completed and submitted no later than March 27 <sup>th</sup> , 2020.

### SW9 METHOD AND SOURCE OF ACCEPTANCE

Deliverables shall be in the form of professionally executed outputs such as reports, recommendations, presentations or other, as required. Deliverables will be provided to Natural Resources Canada and in accordance with requirements identified in SW8 of this SOW.

All deliverables and services rendered under this contract are subject to inspection by the TA. 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. If the deliverables are not considered satisfactory, the contractor will present to the TA a new delivery schedule and correct the deliverables accordingly.



---

## SW10 CONTRACTOR'S OBLIGATIONS

In addition to the obligations outlined elsewhere in the Contract and Statement of Work, the Contractor and their resource(s) shall:

- Keep all documents and proprietary information confidential;
- Return all materials belonging to Natural Resources Canada upon completion of the Contract;
- Attend meetings with stakeholders, if necessary;
- Participate in videoconferences or teleconferences, as needed;
- Attend meetings at NRCan sites if required;
- Maintain all documentation in a secure area

## SW11 NRCAN'S OBLIGATIONS

NRCan will provide:

- Access to required project documentation, government and departmental policies and procedures, publications, reports, studies, etc.
- Access to a staff member(s) who will be available to coordinate activities.
- Provide other assistance or support as identified by the technical authority.
- A bibliography of past reports and analysis on The Atlas of Canada

## SW13 LANGUAGE OF WORK

The proposed resource must be able to communicate in either French or English, both orally and written. Final deliverables shall be submitted to the technical authority in English.

<sup>1</sup> The Atlas of Canada is registered under the Trademarks Act of Canada. In referring to The Atlas of Canada, the following conventions have been adopted:

- The Atlas of Canada.
- the Atlas.
- the (modifier) Atlas.



## ANNEX "B" - BASIS OF PAYMENT





## 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 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:

Criterion ID	Point Rated Technical Criteria	Minimum Points /Maximum Points	Proposal Page #
R1	<p>A description of the processes and methodology that will be used to address each of the four required elements of subsection SW7.4 of the Statement of Work.</p> <p>N/A - information not supplied (0 pts)</p> <p>Poor - The bidder does not address all four sections and provides minimal information. (1 pt)</p> <p>Good - Information is provided on each of the four sections, but no examples and methodology is provided (3 pts)</p> <p>Very Good - All four sections are addressed with minimal information on methodology for completing each section (6 pts)</p> <p>Excellent - All four sections are fully addressed with concrete examples</p>	10	



	and a full methodology for how the bidder will complete each section (10 pts)		
<b>R2</b>	<p>N/A - No company profile information is provided (0 pts)</p> <p>Poor - A generic company profile is given with little information on Geomatics experience (1 pt)</p> <p>Good - A company profile is supplied some information on Geomatics experience (5 pts)</p> <p>Excellent - A complete company profile is supplied with excellent examples of relevant Geomatics experience (10 pts)</p>	<b>10</b>	
<b>R3</b>	<p>A project plan with deliverable dates and cost estimates</p> <p>N/A - No project plan or cost estimates supplied (0 pts)</p> <p>Poor - a minimal project plan is supplied with little detail and costing information (1 pt)</p> <p>Good - a project plan is supplied with basic cost estimates (6 pts)</p> <p>Excellent - a full project plan with milestone dates and detailed cost estimates (10 pts)</p>	<b>10</b>	
<b>R4</b>	<p>A list of resources that will be assigned with accompanying resumé, including identification of the project leader.</p> <p>N/A - No list of resources supplied (0 pts)</p> <p>Poor - A list of team members is supplied, but no information on their experience (3 pts)</p> <p>Good - A list of team members is supplied with generic resumé (6 pts)</p> <p>Excellent - Full list of resources with project leader identified. Resumé or biographies supplied for each team member listing their relevant experience (10 pts)</p>	<b>10</b>	
<b>Total points</b>		<b>40</b>	

## 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.

<b>Milestone #</b>	<b>Description of Milestone</b>	<b>Milestone Firm Price (applicable taxes excluded)</b>
1	Draft environmental scan and business analysis report including the following sections at a minimum must be submitted to the TA for proof-reading by February 28, 2020.	\$ _____
2, 3 & 4	Draft final report and draft presentations, a final report and presentation, and an executive summary document.	\$ _____
<b>Total Firm Price for Financial Proposal Evaluation:</b>		\$ _____