Return Bids to:

Retourner Les Soumissions à :

Natural Resources Canada – Ressources naturelles Canada Bid Receiving Unit – Mailroom Unité de réception des soumissions, Salle du courrier 588 rue Booth Street Ottawa, Ontario K1A 0E4

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

Comments - Commentaires

Issuing Office - Bureau de distribution

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

Analysis of Western Canadian	Soiemicity			
Solicitation No. – No de l'invitation		Date		
NRCan-5000024653		08 July 2016		
Client Reference No N° de referen 132167	ce du client			
Requisition Reference No N° de la 5000024653	demande			
Solicitation Closes – L'invitation pre	nd fin			
at - à 02:00 PM EST				
on – le 17 August 201	16			
Address Enquiries to: - Adresse toutes questions à:	Buyer ID – Id d	le l'acheteur		
Serge Tshimanga				
Telephone No. – No de telephone (343) 292-8374	Fax No No. (613) 997-54			
If marked "X" please see the box to the	` '	knowledgement copy		
required S'il ya un "X" ici, s.v.p. voir la boite à la	gauche Ac	cusé de réception requis		
Destination - of Goods, Services and	d Construction:			
Destination – des biens, services et	construction:			
Security – Sécurité				
There are security requiremen	ts associated	with this requirement		
Vendor/Firm Name and Address Raison sociale et adresse du fournis	sseur/de l'entren	reneur		
Jii Coolaid of Mail bood du four lite				
Total Control No. 1 1997				
Telephone No.:- No. de téléphone: Facsimile No.: - No. de télécopieur:				
Name and Title of person authorized print)	to sign on beha	If of Vendor/Firm (type or		
Nom et titre de la personne autorisé				
l'entrepreneur (taper ou écrire en ca	ractères d'imprii	merie)		
	_			
Signature	Date			

TABLE OF CONTENTS

PART 1	I - GENERAL INFORMATION	3
1.1 1.2	Introduction	3
1.3	DEBRIEFINGS	
PART 2	2 - BIDDER INSTRUCTIONS	4
2.1 2.2 2.3 2.4 2.5	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	
2.6	BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY	
PART 3	3 - BID PREPARATION INSTRUCTIONS	
3.1	BID PREPARATION INSTRUCTIONS	6
PART 4	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 4.2	EVALUATION PROCEDURES	
PART 5	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	9
5.1 5.2	CERTIFICATIONS REQUIRED WITH THE BIDCERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
PART 6	6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS	13
6.1	SECURITY REQUIREMENTS	
PART 7	7 - RESULTING CONTRACT CLAUSES	14
7.1	REQUIREMENT	
7.1	STANDARD CLAUSES AND CONDITIONS	
7.3	SECURITY REQUIREMENTS	15
7.4	TERM OF CONTRACT	
7.5 7.6	AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
7.0 7.7	PAYMENT	
7.8	INVOICING INSTRUCTIONS	
7.9	CERTIFICATIONS	
	APPLICABLE LAWS	
7.11 7.14	PRIORITY OF DOCUMENTS	
	("A" STATEMENT OF WORK	
ANNEX	("B" BASIS OF PAYMENT	21
ANNEX	("C" SECURITY REQUIREMENTS CHECK LIST	22
ANNEX	("1" - EVALUATION PROCEDURES AND BASIS OF SELECTION	25

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, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

1.2 Summary

By means of the RFP, NRCan is seeking proposals from bidders for analysis of Western Canadian Seismicity.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2016-04-04) 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: Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation **Insert:** Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations is the facsimile number identified in the bid solicitation.

- Under Subsection 2 of Section 20: Not applicable

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

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 588 Booth Street, Room 108 Ottawa, Ontario K1A 0Y7 Attention: **Serge Tshimanga**

It is requested that the Bidder's name, return address, Request for Proposal Number, and Bid Closing Date appear legibly on the outside of the envelope containing the Bidder's proposal. Failure to do so may result in bids being misdirected. **NRCan will not assume responsibility for proposals directed to any other location.**

The onus is on the Bidder to ensure that the proposal is delivered to the location above. Not complying with the above instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

2.2.1 Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail 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 **ten (10)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 10 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 hard copy and 1 soft copy on a cd or usb key)

Section II: Financial Bid (1 hard copy) in a separate document.

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must 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) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in **Annex "B"**. The total amount of Applicable Taxes must be shown separately. Bidder must complete the table in Annex B.

3.1.2 SACC Manual Clauses

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

Mandatory and point rated technical evaluation criteria are included in Annex 1.

4.2 Basis of Selection

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.
- 2. Bids not meeting (a) and (b) 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 70 % for the technical merit and 30 % 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 70 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 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 70/30 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 F	Price	\$55,000.00	\$50,000.00	\$45,000.00
	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
Calculations	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rati	ng	84.18	73.15	77.70
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

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed <u>Declaration Form</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html), 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

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.

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 societies, firms or partnerships do not need to provide lists of names.

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" 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 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 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

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

5.2.3.2 Rate or Price Certification

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

5.2.3.3 Education and Experience

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

5.2.3.4 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" 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.

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.

5.2.3.4 Aboriginal Designation

An Aboriginal business, which can be:

- i. a band as defined by the Indian Act
- ii. a sole proprietorship
- iii. a limited company
- iv. a co-operative

- ٧.
- a partnership a not-for-profit organization vi.

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

OR A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture. This is to confirm:
 □ Our Company is an Aboriginal Firm, as identified above □ Our Company is NOT an Aboriginal Firm
Signature of Authorized Representative Date

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

Note: NRCan reserves the right to award the contract to the next ranked supplier if the supplier ranked 1st does not meet the security requirement and so on.

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 Requirement

The Contractor must perform the	Work in accordance	with the Statement of	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 <u>Standard Acquisition Clauses and Conditions Manual</u>(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 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

7.2.2 Supplemental General Conditions

7.2.2.1 Dispute Resolution

Mediation

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

Arbitration

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

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

Meaning of "Dispute"

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

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.

7.3 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract:

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).
- The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PSPC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PSPC, the Contractor personnel MAY NOT ENTER sites without an escort.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PSPC.
- 4. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) Industrial Security Manual (Latest Edition).

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to 31 March 2018 inclusive.

7.4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least **fifteen (15) calendar** days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Title <i>:</i>	
Organization:	Natural Resources Canada
Address:	
Telephone:	
Facsimile:	
E-mail address:	

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of

or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

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

The Project Authority for the Contract is:

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 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 <u>Public Service Superannuation Act</u> (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.

7.7 Payment

7.7.1 Basis of Payment – Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of **\$281,137.50**. Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ \$281,137.50. Applicable
 Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment

Monthly Payment

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

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

7.8 Invoicing Instructions

Invoices shall be submitted using one of the following methods:

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

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

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

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

7.9 Certifications

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.

7.10 Applicable Laws

The Contract must be inter	preted and governed	, and the relations	between the par	ties determined,	by the lav	N٤
in force in	-					

7.11 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 2035 (2016-04-04) General Conditions Higher Complexity Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated _____.

7.12 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.

7.13 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

SW.1.0 TITLE

Analysis of Western Canadian Seismicity

SW.2.0 BACKGROUND

Seismic data is acquired in near real-time by the Canadian Hazards Information Service. The data is analyzed on a daily basis, as time and staffing permits, to determine locations of earthquakes for the Canadian National Seismic Database. This database provides critical data for seismic hazard estimation and the data are used to determine seismic design criteria for the National Building Code for Canada. Due to the increasing volume of waveform data and staffing restraints over the past 10 years, there are a number of outstanding data processing periods which need to be addressed; minimum levels of seismic catalogue magnitude completeness levels are required to ensure robustness of research which relies on these results.

SW.3.0 OBJECTIVES

To ensure that a minimum level of seismic catalogue magnitude completeness levels are achieved in the Canadian National Seismic Database for western Canada. The processed datasets are used for seismic hazard estimation and research. This work is used to determine criteria for the National Building Code for Canada.

SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Tasks, Deliverables, Milestones and Schedule

Tasks:

- 1) Identify seismic phase arrival times.
- 2) Determine event locations, using crustal phases where appropriate, from project datasets.
- 3) Undertake data conversion projects, as required, to reprocess old origins with current tectonic models.

Deliverables:

- 1) Processed events locations in css3.0/3.1 database schema.
- 2) Re-processed dataset for data conversion projects, as required.

Schedule

- 1) Processed data to be delivered according to the following schedule:
 - Seismic data processing: delivered on a weekly basis.
- Data conversion projects: delivered when completed or on a monthly basis, which ever is appropriate for the data set.

2) On-going technical support, as required:

Due to the increase in seismic monitoring stations and data acquisition we are receiving significantly more data to process and are able to detect more events of interest within these data sets. In addition, due to the natural earth processes that we are monitoring, the number of events of interest to process in these data sets can very greatly over time and on-going support may be required.

SW.4.2 Reporting Requirements

A brief monthly report which addresses progress of the work against plan, problems encountered or foreseen and any other matters of a technical or financial nature considered reportable by the Contractor shall accompany each claim for payment.

SW.4.3 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.

SW.4.4 Specifications and Standards

There will be a monthly review and assessment of progress against the project requirements as per SW.4.2 Reporting Requirements.

SW.4.5 Technical, Operational and Organizational Environment

The seismic monitoring and data acquisition network is a complex hardware and software system that is dependent on specific data formats generated by the instrumentation and the software as well as the interface with legacy data and legacy formats. The processed data resides in a local relational database and the simplest, and most cost effective, approach is to process the data in conjunction with the relational database. Technical compatibility with these data formats and with the database are maintained through the use of the Antelope analysis software.

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor's Obligations

- 1 participate in teleconferences, as needed; and/or
- 2 attend meeting at NRCan sites, as required.

SW.5.2 NRCan's Obligations

NRCan will provide:

- regional background information for each dataset to be processed.
- access to computer for data archiving, waveform data and analysis software for event locations.
- access to departmental library, government and departmental policies and procedures, publications, reports, studies, etc.
- access to staff members who will be available to coordinate activities.
- access to staff members who will provide other assistance or support.

SW.5.3 Location of Work, Work Site and Delivery Point

Contractor's place of business and NRCan, Geological Survey of Canada, Sidney office, 9860 West Saanich Rd, Sidney, BC.

RFP/DDP#

ANNEX "B" BASIS OF PAYMENT

1) Original contract (from award to 31 March 2018)

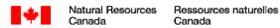
A	В	С	D (BxC)
Category of Personnel	Hourly Rate	Maximum level of effort (in hours)	Total Cost
Geologist or Geophysicist	\$	3826	\$

2) Option period (from 01 April 2018 to 31 March 2019)

A1	B1	C1	D1 (B1xC1)
Category of Personnel	Hourly Rate	Maximum level of effort (in hours)	Total Cost
Geologist or Geophysicist	\$	1913	\$

Note: The Firm Hourly Rate is All-inclusive. The **Bid Evaluated Price** will be the total of D and D1.

16-043



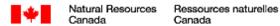
ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

Government of Canada		uvernement Canada	Service Servic	rcket 4	Contract Number / Numero du contract 132167 curity Classification / Classification de	sécuri	té		
ART A - CONTRACT INFORM	ATIO artmer	DE VÉRIFICAT N / PARTIE A - IN t or Organization /	JRITY REQUIREMENTS ION DES EXIGENCES R FORMATION CONTRACTU	CHECK LIST	T (SRCL) À LA SÉCURITÉ (LVERS) Branch or Directorate / Direction géné	200		tion	
Ministère ou organisme gouv	ernem	ental d'ongine	NRCan	and Address o	AWCB - CHIS If Subcontractor / Nom et adresse du s	ous-tra	aitant		
a) Subcontract Number / Num	néro di	u contrat de sous-l	raitance 3. b) Name	and Address o	Gubedinactor / Hom et do coo de d		25002.000		- 11 HA
Brief Description of Work / Br Data processing - Locating eart	rève di hquake	escription du travai s for the Canadian Na	l ational Seismic Catalogue.						
a) Will the supplier require ac Le fournisseur aura-t-il acc	cès à c	es marchandises	controlees?		ongovii (tatogo esti grenov y	1	No Non		Yes
b) Will the supplier require ac	ccess	o unclassified milit	ary technical data subject to		of the Technical Data Control ujetties aux dispositions du Règlement	1	No Non		Yes Oui
sur le contrôle des donnée Indicate the type of access r	as tech	ninues?				******	-		
a) Will the supplier and its er Le fournisseur ainsi que le	nploye es emp	es require access loyés auront-ils ac	to PROTECTED and/or CLA cès à des renseignements or ction 7, c)	u a des diens i	mation or assets? PROTÉGÉS et/ou CLASSIFIÉS?	1	No Non		Yes Oui
 b) Will the supplier and its er PROTECTED and/or CLA 	SSIFI	es (e.g. cleaners, ED information or a	ui se trouve à la question 7. maintenance personnel) requissets is permitted, personnel d'entretien) auroni et/ou CLASSIFES n'est pas	t-ils accès à de	restricted access areas? No access to as zones d'accès restreintes? L'accès		No Non	1] Yes
c) Is this a commercial couri	er or d	elivery requiremen erie ou de livraison	commerciale sans entrepos	age de nuit?	om to anglinos, not be sur us handsonne; over a figure primarita golimbolica, an	1	No Non] Ye
a) Indicate the type of inform	nation	hat the supplier wi	Il be required to access / Ind	iquer le type d'	information auquel le fournisseur devra	avoir	accès		
Canada	[1]		NATO / OTAN		Foreign / Étrange	r			
. b) Release restrictions / Res	triction	s relatives à la dif	usion		No release restrictions		_		
No release restrictions Aucune restriction relative à la diffusion	V		All NATO countries Tous les pays de l'OTAN	de Carrier	Aucune restriction relative a la diffusion				
Not releasable À ne pas diffuser		No ATESTORS	out of the surveying wares	ad same in	terrogeting in to thoronto, six most informa-	Г	7		
Restricted to: / Limité à : Specify country(ies): / Précise	er le(s)		Restricted to: / Limité à : Specify country(ies): / Précis	er le(s) pays :	Restricted to: / Limité à : Specify country(les): / Préc	iser le	(s) pay	rs:	
7. c) Level of Information / Nive	eau d'i	nformation	THE PROPERTY OF THE PARTY OF TH		PROTECTED A		٦		-
PROTECTED A			NATO UNCLASSIFIED NATO NON CLASSIFIÉ		PROTÉGÉ A				
PROTÉGÉ A			NATO RESTRICTED		PROTECTED B		1		
PROTECTED B PROTÉGÉ B			NATO DIFFUSION RESTRE	INTE L	PROTÉGÉ B		7		
PROTECTED C	F	m, konad	NATO CONFIDENTIAL	A A	PROTECTED C				
PROTÉGÉ C			NATO CONFIDENTIEL		PROTÉGÉ C CONFIDENTIAL		=		
CONFIDENTIAL			NATO SECRET		CONFIDENTIAL				
CONFIDENTIEL			NATO SECRET		SECRET		7		
SECRET			COSMIC TOP SECRET		SECRET				
SECRET	إليا		COSMIC TRÈS SECRET		TOP SECRET		7		
TOP SECRET					TRÈS SECRET	L			
TRÈS SECRET		6,000			TOP SECRET (SIGINT)				
TOP SECRET (SIGINT) TRÉS SECRET (SIGINT)		10 AME 180 CA			TRÈS SECRET (SIGINT)				
INES SECRET (SIGNIT)					The state of the s				
TBS/SCT 350-103(2004/12)			Security Classification / Cla	ssification de s	écurité	(Car	าล	d

16-043	
Contract Number / Numéro du contrat	S ELAS
Security Classification / Classification de sécuri	té

		Gouverneme du Canada	ent	3.5				iéro du confrat
				L		Security Classif	Callon / Class	inication de seconte
ART A <i>(continue</i>). Will the supplier r		IN DEPOTE OF THE	D and/or CLAS	SIFIED COMSEC	Information o	r assets?	ACCIEIÉC2	V No Y
Le fournisseur au If Yes, Indicate th Dans l'affirmative	ne level of sensi	itivity: vaan da sensihi	lité ·			EGES elvou CC	ASSIFIEST	reviag exercises
. Will the supplier r Le fournisseur au	condre acces	in avtramaly ca	neitivo INFOSE	C information or a itens INFOSEC d	assets? le nature extrê	mement délicate	9?	✓ No You
Short Title(s) of rr								
Document Number	er / Numéro du	document:	PERSONNE	(FOURNISSEU	R)			
), a) Personnel ser	curily screening	g level required	/ Niveau de cor	itrôle de la sécuri	te du persann	el requis		**** *********************************
	LIABILITY STA			DENTIAL DENTIEL		RET	Ш.	TOP SECRET TRÈS SECRET
	P SECRET - SI ÉS SECRET -			CONFIDENTIAL CONFIDENTIEL		O SECRET		COSMIC TOP SECRET COSMIC TRÈS SECRET
	E ACCESS CÉS AUX EMP	LACEMENTS						
Spe	ecial comments mmentaires spe	i: éclaux :						
				- Canada Cland	footion Cuido	must be provided		
REI	MARQUE: Si r	plusieurs niveau	ix de controle d	a Security Classi e sécurité sont re	quis, un guide	de classification	de la sécurit	é doit être fourni.
A bl May uncorner	had nerennnel	he used for ood	tions of the wor	k? onfier des parties				Non V
If Yes, will un	acreened person	onnel be escort	ed?					No Non
PART C - SAFEGU		nel en question			NEW PARTIES	SELIB)	Notes to less the	
INFORMATION /	ASSETS /	RENSEIGNEM	ENTS / BIENS	**************************************	The Property of the Parket		Applyon and a second	
1. a) Will the supp	alier be required	to receive and	store PROTEC	TED and/or CLA	SSIFIED infor	mation or assets	on its site or	V No
eremienc?				r place des rense				Non
CLASSIFIÉS	ur sera-1-11 tenu 37	de recevoir et c	u engeposer su	place des terroe	igneriidita oa	000 mono (110		
i1. b) Will the supp Le fournisseu	ilier be required ur sera-l-il tenu	to safeguard C	COMSEC informs renseignemen	nation or assets? hts ou des biens (COMSEC?			✓ Non I
PRODUCTION								
1. c) Will the produc	iction (manufact	ture, and/or repa	ir and/or modific	ation) of PROTEC	TED and/or C	LASSIFIED mate	rial or equipm	ent No No
annue at tha c	runnliar's elta or	nremises?		(fabrication et/ou				1 A 1 IAOH 1
el/ou CLASSI	IFIÉ?	di spirituit unu	o a la production					
INFORMATION TE	ECHNOLOGY (TT) MEDIA /	SUPPORT REL	ATIF À LA TECH	NOLOGIE DE	L'INFORMATIO	N (TI)	
1. d) Will the suppl	ier be required !	lo use its IT syst	ems to electronia	cally process, proc	tuce or store P	ROTECTED and	or CLASSIFI	ED No Non
	or data? ur sera-t-il tenu c		pres systèmes in	nformatiques pour				
Information of Le foumisseu	nts ou des donn	nées PROTÉGÉ	S et/ou CLASSI	I ILU:				
information of Le fournisseu renseigneme	ents ou des donn	nées PROTEGE			mmoni done-i-			No T
Information of Le fournisseu renseignemen	ants ou des donr an electronic lini on d'un lien élec	nées PROTEGE Ik between the si	upotier's IT syste		nment departr eur et celui du	nent or agency?	'agence	V Non Non

Canada



16-043

	Gove of Ca	rnm nad	ent a		Government Gouvernement of Canada du Canada									0.000	èro du contra		
									Security Classification / Classification de sécurité								
For users site(s) or Les utilisa	complei premise steurs qu	ting (s. ul rer	he f	sser		e the sum e manuel	lement do		dicate the cat								
For users Dans le c dans le ta	as des t	tillsa	teu	rs q	online (via tr ui remplissent	le formul	aire en lig	ne (par Inter	is automatical met), les répo TABLEAU F	nses aux	questions	r rest	oonse êden	es to	previous que ont automatic	stions. quement s	saisies
Categor			TÉG		CL	ASSIFIED LASSIFIÉ			OTAM						COMSEC		
976		A	8	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	TOP SECRET		OTECTE ROTEG		CONFIDENTIAL	Secret	SECR
	7011				CONFIDENTIEL		IRES SECRET	NATO DIFFUSION REGIRENTE	NATO COMPIDENTIEL		COSMIC TRES SCCRET	A	В	¢	CONFIDENTIEL	ellida a macazan	TRE SECR
nformation / A Renseignamei Production												-					
T Media / Support Ti								Serie II	314,3213	0.0			10.00				
Lien électronic	nā.			L	<u> </u>		J			٠	ــــــــــــــــــــــــــــــــــــــ		<u></u>		L	1	1
La des	cription classif	du li y thi itiva	ava s fo	m m	së par la prëse	ante LVEF g the top t formula	RS est-ell and botto ire en inc	e de nature F om in the are diquant le ni	and/or CLAS PROTÉGÉE e ea entitled "S veau de sécu	ecurity C	lassificat	tion". ntitu	lée			√ No Non	
La doc	umenta	tion	3550	ocié	e à la présent	e LVERS	sera-t-elle	PROTEGE	CLASSIFIED E et/ou CLAS	SIPIEE					[√ Non	
attach	ments (e.g.	SE	CRE	by annotating T with Attacl fier le présen Ité » au haut	hments).	! ln:	dinunat la si	ea entitled "S veau de sécu	rité dans	la rase i	ntitu	låe				

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä

ANNEX "1" - EVALUATION PROCEDURES AND BASIS OF SELECTION

1.1 MANDATORY TECHNICAL CRITERIA

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The technical proposal should address each of the criteria in the order in which they appear.

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

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.

Years of experience is defined as period to which the specified activity or item (software,etc...) applied even if the activity itself was not constant. Also experience on simultaneous or overlapped projects can count for each project.

A **project** is defined as:

- phases (minimum 3 month period) within one large project or;
- Worked performed in a minimum 3 month period or;
- project (minimum 3 month period) within one large project.

Req. ID	Mandatory Requirement	Proposal page #
M1	The bidder proposed resource's MUST have a minimum of 3 years secondary education in Earth Science.	
M2	The bidder proposed resource's MUST have the following minimum experiences:	
	a) UNIX computing operating environment (2 years). Unix computer platforms to be indicated.	
	Project example (s) with brief description to be provided.	
	b) Antelope software (1 year), including the antelope <i>dbloc2</i> software module and antelope <i>Datascope</i> database (<i>css3.0</i> schema).	
	Project example (s) with brief description to be provided.	
	c) Quality seismic/ earthquake catalogues analysis (1 year): Note: catalogues should be from an organization that has been continuously generating an earthquake catalogue for a minimum of 5	

Req. ID	Mandatory Requirement	Proposal page #					
	years and which includes the use of crustal phases (Pn, Pg, Sn, Sg required).						
	 the agency or organization for which the catalogue was generated (ex.: US Array, Geological Survey of Canada,) the organization's point of contact including email and/or phone number (ex.: technical authority, project manager,) the types of crustal phase picks used in origin determinations, and the magnitude types used in the catalogue – for each type, indicate the magnitude size it is valid for and the minimum or maximum distance limitations imposed on the usage of those magnitudes, any specific regional considerations that might affect the catalogue origins, such as the phases used, validity of station distances from epicentre, or magnitude type used. 						
	NRCan reserves the right to contact the organizations point of contact provided for validation purpose only.						
М3	Bidder must provide the proposed resource (s) detailed curriculum vitae (CV) supporting the criteria's above (educational and experience in a chronological order).						

1.2 POINT RATED TECHNICAL CRITERIA

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

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

Point I	Rated Requirements:			
Item	Requirement	Maximum Points	Minimum Points	Proposal page#
R1	Proposed Resource education: a) BSc (or other graduate degree) in geophysics (5 points) b) BSc (or other graduate degree) in geology (4 points) b) Other post-secondary education in the earth sciences (3 points).	5	N/A	
R2	Bidder's Proposed Resource Computer Environment and Software experience:	8	N/A	

RFP/DDP#

Point F	Rated Requirements:			_
ltem	Requirement	Maximum Points	Minimum Points	Proposal page#
	a) Unix computing environment: Sun, Mac, or Linux (2 points each)			
	b) Software experience: SAC or Loon (1 point each)			
R3	Bidder's Proposed Resource years of experience with Antelope:	16	N/A	
	a) Antelope <i>dbloc2</i> program (2 points per year up to 10);			
	b) Other antelope software and database (2 points per year up to 6)			
R4	Bidder's Proposed Resource experience with Earthquake Catalogue Analysis:	24		
	a) Years of experience (1 point per year up to 5)		N/A	
	b) Quality earthquake catalogue experience (max. 8 points):		N/A	
	Geological Survey of Canada catalogue (2 points),			
	 Alaska Earthquake Information Centre catalogue (2 points), 			
	 USArray (Transportable Array) catalogue (2 points), 			
	Comprehensive Test Ban Treaty catalogue (2 points).			
	c) Other earthquake catalogue experience (typically with a university or government research facility) that includes use of crustal phases (Pn, Pg, Sn, Sg) in earthquake location (0.5 points each up to 2).		N/A	
	d) Regional considerations (Max. 4 points):		N/A	
	Descriptions of offshore phase restrictions (2 points).			
	 Description of other regional considerations (1 point each up to a maximum of 2). 			
	e) Description of magnitude types used in bidder's catalogue experience (1 point each, up to a max of 5 points).		N/A	
	 For each magnitude type include: Magnitude type Valid min/max distance range Valid magnitude range 			
Maxim	um Total Points	53		