



Return Bids to :

Retourner Les Soumissions à :
Natural Resources Canada

NRCan.quebec_bid_soumission-quebec_bid_soumission.RNCan@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.*

Comments – Commentaires

NOTE: Mandatory Site Visit on November 30th. See 2.6 of Bidder's Instructions

Issuing Office – Bureau de distribution

Finance and Procurement Management
Branch
Natural Resources Canada
1 Challenger Drive
Dartmouth, Nova Scotia
B2Y 4A2

Title – Sujet Digital Scanning of Expedition Log Books	
Solicitation No. – No de l'invitation NRCan- 5000027307	Date November 24, 2016
Requisition Reference No. - N° de la demande 5000027307	
Solicitation Closes – L'invitation prend fin at– 14:00 (Eastern Standard Time (EST)) on December 12, 2016	
Address Enquiries to: - Adresse toutes questions à: Julia.armstrong@canada.ca	
Telephone No. – No de telephone 902-426-7279	Fax No. – No. de Fax
Destination – of Goods and Services: Destination – des biens et services: Natural Resources Canada 1 Challenger Drive Dartmouth, Nova Scotia B2Y 4A2	
Security – Sécurité There is no security requirements associated with this requirement.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No.:- No. de téléphone: Facsimile No.:- No. de télécopieur:	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature _____	Date _____



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This Model Bid Solicitation contains samples of the terms that will form the basis for any future requests for proposals (RFPs) for Natural Resources Canada (NRCan).

To the extent possible, these Articles are written as they will appear in any future RFP(s). However, individual RFPs and the Resulting Contract Clauses may be modified to suit individual requirements. For example, the nature of the requirement, the term of the resulting Contract, the evaluation methodology and the basis of payment clauses may all be tailored to individual requirements.

The Articles in the Resulting Contract Clauses are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this Annex, is a Mandatory requirement of this RFP. Suppliers submitting an Offer containing statements implying that their Offer 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.

Offerors with concerns regarding the provisions of the Model Bid Solicitation (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, NRCan is seeking proposals from bidders to digitize expedition log books associated with Geological Survey of Canada, Atlantic Region's expedition seismic surveys. Once scanned the log books will be linked to the Expedition Database and be available online.

The period of the contract will be from date of award until March 31, 2017.

....

- 1.2.1 "There is a mandatory site visit associated with this requirement

Consult Part 2 – Bidder Instructions."

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 (2011-05-16)** 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**
- **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.quebec_bid_soumission-quebec_bid_soumission.RNCan@canada.ca

IMPORTANT

It is requested that you write the following information in “Subject” of the e-mail: **Digital Scanning of Expedition Log Books, NRCan 5000027307**

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 3 (three) calendar days before the bid closing date. Enquiries received after that time may not be answered.



Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Improvement of Requirement During Solicitation Period

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

2.6 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at **1 Challenger Drive, Dartmouth on November 30, 2016**. The site visit will **begin at 9:00 am**. Report to the Main entrance at BIO where you will sign in and receive a temporary pass. Instructions will be left with the Commissionaire to contact the Project Authority, Kate Jarrett.

Bidders must communicate with the Contracting Authority no later than **24 before to confirm attendance** and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Section I: Technical Bid (1 electronic copy)

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

Section III: Certifications (1 electronic copy)

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

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

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

Section II: Financial Bid

- 3.1.1** Bidders must submit their financial bid in accordance with Appendix 2. The total amount of Applicable Taxes must be shown separately

Section III: Certifications

- 3.12** 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, financial and the evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

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

4.1.2 Financial Evaluation

Financial evaluation criteria is required is included in Appendix 2

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 45 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 90 points.
2. Bids not meeting (choose "(a) or (b) or (c)") will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



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

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



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](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) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

5.2.3 Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the



Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.2.4 Education and Experience

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

5.2.5 Former Public Servant

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

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension



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

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

- a. name of former public servant; _____
- b. date of termination of employment or retirement from the Public Service. _____

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant; _____
- b. conditions of the lump sum payment incentive; _____
- c. date of termination of employment; _____
- d. amount of lump sum payment; _____
- e. rate of pay on which lump sum payment is based; _____
- f. period of lump sum payment including:
 - start date _____
 - end date _____
 - and number of weeks _____
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

Professional fees	Amount
_____	_____
_____	_____

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

5.2.6 Aboriginal Designation

Who is eligible?

- a) An Aboriginal business, which can be:



- i. a band as defined by the Indian Act
- ii. a sole proprietorship
- iii. a limited company
- iv. a co-operative
- v. a partnership
- vi. a not-for-profit organization

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

OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

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

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

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

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



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There are no security requirements.



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 "____" and the Contractor's technical bid entitled _____, dated _____. (*to be completed at contract award*)

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2010B (2016-04-04), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

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

7.3 Dispute Resolution

Mediation

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

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator. The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

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



The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

7.4 Security Requirements

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 31, 2017.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Julia Armstrong
Title: Procurement Officer
Organization: Natural Resources Canada
Address: 1 Challenger Drive, Dartmouth, NS
Telephone: 902-426-7279
E-mail address: Julia.armstrong@canada.ca

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

7.6.2 Project Authority (to be provided at contract award)

The Project Authority for the Contract is:

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the



Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.7 Proactive Disclosure of Contracts with Former Public Servants

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

7.8 Payment

7.8.1 Basis of Payment – Firm Price, 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 \$ _____ insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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

7.8.2 Method of Payment

Monthly Payment

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

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

7.9 Invoicing Instructions

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

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



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>

7.10 Certifications

7.10.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.11 Applicable Laws

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

7.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____,

7.13 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.

7.14 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract



are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



ANNEX “A” - STATEMENT OF WORK

SW.1.0 TITLE

Digitization of Geological Survey of Canada – Atlantic (GSC-A) Expedition Log Books

SW.2.0 BACKGROUND

The GSC-A has a requirement to digitize expedition log books associated with GSC-A expedition seismic surveys. Once scanned the log books will be linked to the Expedition Database and be available online.

There are an estimated 1300 log books associated with GSC-A Seismic surveys that have to be scanned. These log books do not have a standard format and format types include binder, book, book stapled, bound (duo tang and ring), loose, perforated notebooks and stapled (either at one corner or along one side). In addition to non-standard log book types there are a variety of page types including double, single and both up to a maximum of 72cm in width. The number of pages within a log book is highly variable but the total number of pages is estimated to be 120,000. These log books are currently accessed on a regular basis and there will be instances where documents may be required to be returned to GSC-A at a moment's notice.

SW.3.0 OBJECTIVES

The objectives of this contract are to ensure that the digital copy is a duplicate of the original, ensure that the integrity of the original documents is preserved, and that the original log books are readily accessible throughout the scanning project.

SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Tasks, Deliverables, Milestones and Schedule

To provide a summary of the work required to digitize these log books, ensure that the digital copy is a duplicate of the original, ensure that the integrity of the original documents is preserved, and that the original log books are readily accessible throughout the scanning project.

- Contractor to transport a limited number of boxes containing log books to and from the Marine Geoscience Collection Facility (MGC Facility) to the vendor Facility.
- Vendors must have a scanning reproduction facility in close proximity to the MGC Facility and must indicate their facility's distance from the Bedford Institute of Oceanography.
- Vendors to perform 100% Quality Control (QC) on log books to ensure the integrity of the documents and assure their fidelity to the originals. Vendors must provide a Quality Control plan that indicates steps they use in order to keep errors to a minimum and that must be audited by an independent firm (to be named by the vendor).
- GSC-A to perform a quality assurance (QA) on documents and digital files prior to full acceptance.

Preparation of Lots and Transport

The vendor must provide and take responsibility for secure, point-to-point transport of log books from the MGC Facility to the facility where they will be scanned.



- GSC-A will prepare the log books in boxes to be processed by the vendor. GSC-A will assign a scan record number to each log book and place it in a numbered box. A digital listing of the contents of each box will be provided to the vendor detailing the scan box number, scan record number, medium type, record comments, log book format type, page size, page type, estimated number of pages and any relevant scanning comments. The box and record numbers are to be used as the digital filename. The number of pages per box will vary as the log books vary in size.
- The vendor will sign off on boxes as they are picked up from GSC-A, and assume responsibility for the documents. After scanning, the vendor will provide the digital files for QA on an ongoing basis as boxes are returned.
- Exact pickup schedules will be determined through a mutually agreeable arrangement with the vendor.
- Delivery of digital files and return of undamaged physical documents to MGC Facility before the next selection of boxes is taken for scanning.

Scanning

- All scanning will be completed at the vendor's facility.
- The vendor will be responsible for removing individual pages from coverings and any fastenings (if appropriate) and after scanning reassembling the pages back to the original format.
- Any hard bound log books must **not be unbound** and some will be required to be scanned using an oversize book scanner up to a maximum width of 72cm.
- The files will be scanned in order to maximize the legibility and duplicate the log book. It has been determined that scanning in colour will give the best duplication but there may be instances where black and white images are more appropriate for the best legibility.
- The order of the pages in the resulting digital file must match the original document.
- The scale for all scanned documents is 1:1 with the original document.
- DPI and bit depth can be changed by the vendor with approval of GSC-A, if necessary for enhancing some images.
- GSC-A reserves the right to request any changes to scanning in order to produce good quality legible images.
- The vendor is responsible to perform a QC on 100% of the scanned image and confirm that the image is a faithful reproduction of the original. The vendor will provide confirmation that the vendor QC was performed on the GSC-A catalogue listing of the box contents.
- As a lot of boxes are returned to the MGC Facility with the associated digital files GSC-A will review a sampling of files and verify that they are a legible duplicate of the original log book. If any images fail to meet these criteria they will be rescanned at the cost of the vendor.
-

SW.4.2 Reporting Requirements

As each lot of boxes is returned, the vendor will provide a report of documents scanned and the associated digital files. Box lots will be completed at a minimum on a weekly basis.

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.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor's Obligations



In addition to the obligations outlined in Section 2 of this Statement of Work, the Contractor *shall*:

- keep all documents and proprietary information confidential;
- return all materials belonging to NRCan upon completion of the Contract;
- submit all written reports in hard copy and electronic Microsoft Office Word format;
- attend meeting with stakeholders, if necessary;
- participate in teleconferences, as needed;
- attend meeting at NRCan sites, if required; and/or,
- maintain all documentation in a secure area.

SW.5.2 NRCan's Obligations

The contractor will be escorted while having access to facilities. Access to required documentation will be provided to the Contractor. The following are examples of the contents that may be included under this heading:

- access to a staff member who will be available to coordinate activities
- provide comments on draft reports within five (5 working days) and/or,
- provide other assistance or support.

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

The work is to be completed at the Contractor's place of business and delivered to Natural Resources Canada, Geological Survey of Canada, located at Bedford Institute of Canada, 1 Challenger Drive, Dartmouth, Nova Scotia.

SW.5.4 Language of Work

English



ANNEX “B” - BASIS OF PAYMENT

(to be completed at contract award)



APPENDIX “1” - EVALUATION CRITERIA

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan’s assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

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

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

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

1. TECHNICAL CRITERIA

1.1 MANDATORY EVALUATION CRITERIA

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

Item	Mandatory Requirement	Compliant (Yes/No)	Proposal Page #
M1	<p>The Bidder’s Capacity to scan documents:</p> <p>The Bidder MUST have completed, within the last five (5) years from bid closing, a minimum of three (3) projects in which they have performed similar scanning functions* to this requirement, with at least one project being for a Federal or Provincial government agency. The project description should include the following:</p> <ul style="list-style-type: none"> • Volume and type of media processed; • Project duration • Client reference (organization name, contact name, title, phone number and email address) 	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Item	Mandatory Requirement	Compliant (Yes/No)	Proposal Page #
	<p>*Similar scanning functions are defined as any project that converted a minimum of 20,000 pages of a variety of log books binder, book, book stapled, bound (duo tang and ring), loose, perforated notebooks and stapled (either at one corner or along one side) with a variety of page types (including double, single and both up to a maximum of 72cm in width).</p>		
M2	<p>The Bidder MUST submit Quality Control Procedures (refer to SOW) which must include, but not limited to quality control procedures such as:</p> <ul style="list-style-type: none"> • Written processes and guidelines to ensure the integrity of the documents and assure their fidelity to the originals. • Quality Control plan 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	<p>The Bidder MUST submit a Project Plan, which shall include:</p> <ul style="list-style-type: none"> • Assignment of a Project Manager or Lead and hours of availability • Proposed schedule/milestones in keeping with the project deadline • A detailed scanning methodology that meets the requirements for scanning specifications outlined in the SOW. 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M4	<p>The Bidder MUST have a scanning production facility in close proximity in the event that documents have to be returned at a moment's notice:</p> <ul style="list-style-type: none"> • Indicate scanning facility's kilometer range from the Marine Geoscience Collection Facility at the Bedford Institute of Oceanography (BIO) • Demonstrate direct point-to-point transfer from BIO to the vendor's facility in an enclosed vehicle. 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M5	<p>The Bidder MUST attend the Mandatory Site Visit to inspect the collection.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

1.2 EVALUATION OF RATED CRITERIA

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

Proposals must achieve the stated minimum points required 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.

Proposals will be evaluated based on the following criteria:

Item	Rated Requirements	Points Breakdown	Max Points	Proposal Page #
R1	<p>Project Experience – Log books</p> <p>The Bidder’s Capacity to scan documents:</p> <p>The Bidder should demonstrate its capacity to process images (converted from physical to digital format).</p> <p>The bidder will be awarded points for experience with imaging similar* projects. Including:</p> <ul style="list-style-type: none"> • Volume and type of media processed; • Project duration • Client reference (organization name, contact name, title, phone number and email address) <p>*Similar projects are defined as any project that converted a variety of log books binder, book, book stapled, bound (duo tang and ring), loose, perforated notebooks and stapled (either at one corner or along one side) with a variety of page types (including double, single and both up to a maximum of 72cm in width). Note: hard bound books to be kept intact and range up to 72cm wide. Other documents that need the removal of individual pages have to be returned to their original format</p>	<p>35 points: 1 or more projects which converted more than 20,000 pages of a variety of documents of types and paper sizes as described and a percentage of documents were up to 72cm wide and percentage of documents required removal of individual pages and return of documents back to original format</p> <p>25 points: 1 or more projects which converted more than 20,000 pages of a variety of documents of types and paper sizes as described and demonstrate that scanned documents were up to 72cm wide</p> <p>20 points: 1 or more projects which converted more than 20,000 pages of a variety of documents of types and paper sizes as described.</p> <p>10 points: 2 or more projects which converted more than 12,000 pages of a variety of documents of types and paper sizes as described.</p> <p>5 points: 2 or more projects which converted more than 6,000 pages of documents of types and paper sizes as described.</p>	35	
R2	<p>Project Manager</p> <p>The Bidder should submit a detailed CV for the proposed Project Manager identifying Project Management in the imaging business work experience and experience leading *projects similar in scope and complexity.</p>	<p>Project Management experience in the imaging business:</p> <p>1-2 projects = 3 2-5 projects = 7 5 or more projects = 10</p> <p>Project Experience:</p>	20	



Item	Rated Requirements	Points Breakdown	Max Points	Proposal Page #
	<p>*Projects similar in scope and complexity means:</p> <ul style="list-style-type: none"> Volume of images converted from paper to digital, with associated capture and indexing is over 30,000 images converted within 1 calendar year and that source documents are log books binder, book, book stapled, bound (duo tang and ring), loose, perforated notebooks and stapled (either at one corner or along one side) with a variety of page types (including double, single and both up to a maximum of 72cm in width). 	<p>1-2 projects = 3 2-5 projects = 7 5 or more projects = 10</p>		
R3	<p>Quality Control/Quality Assurance Procedures</p> <p>Bidder should submit quality control (QC) procedures which shall include (but are not limited to) the following:</p> <ul style="list-style-type: none"> Written processes and guidelines Quality Control plan and/or audit plan 	<p>20 points: Written quality control procedures AND procedures that demonstrate procedures that ensure exact duplication of original documents AND demonstration of an audit plan.</p> <p>10 points: Written quality control procedures AND procedures that demonstrate procedures that ensure exact duplication of original documents</p> <p>5 points: Written control procedures</p>	20	
R4	<p>Proximity of Scanning Facility</p> <p>Bidder should provide:</p> <ul style="list-style-type: none"> scanning facility's kilometer range from the Marine Geoscience Collection Facility at the Bedford Institute of Oceanography (BIO) Demonstrate direct point-to-point transfer from BIO to the vendor's facility in an enclosed vehicle. 	<p>15 points: Scanning Facility is less than 10km from BIO and bidder demonstrates the direct point to point transport in enclosed vehicle.</p> <p>7.5 points: Scanning facility is more than 10 km but within 30 km from BIO</p>	15	
Total Points Available:			90	
Total Points Needed to be Considered Compliant (50%):			45	



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.

There are approximately 1300 log books with a total of 120,000 pages total. The log books are currently packaged in boxes with each box containing approximately 1350 pages each. Each box may include binder, book, book stapled, bound (duo tang and ring), loose, perforated notebooks and stapled (either at one corner or along one side). In addition to non-standard log book types there are a variety of page types including double, single and both up to a maximum of 72cm in width. The page sizes vary up to 90x30cm. The vendor will be responsible for picking up a set of boxes each week and returned these boxes before the next set will be released.

NOTE: There may be times when a box may need to be returned on short notice. We will give 4 hours notice.

DESCRIPTION	ALL INCLUSIVE FIRM PRICE (applicable taxes excluded)
<p>Scanning of Log books into digitize format as described above and in the Statement of Work.</p> <p style="text-align: right;">Total Firm Price (taxes extra):</p>	<p style="text-align: center;">\$ _____</p>