



**Return Bids to :**

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

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

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

**Proposal To: Natural Resources Canada**

*We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.*

**Proposition à: Ressources Naturelles Canada**

*Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).*

**Comments – Commentaires**

**Issuing Office – Bureau de distribution**

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

<b>Title – Sujet</b>	
Canadian Council on Geomatics Website Updates	
<b>Solicitation No. – No de l'invitation</b> NRCan-5000028063	<b>Date</b> January 9, 2017
<b>Requisition Reference No. - N° de la demande</b>	
<b>Solicitation Closes – L'invitation prend fin</b> at – à 04 :00 PM (EST) on – le January 25, 2017	
<b>Address Enquiries to: - Adresse toutes questions à:</b>	
<a href="mailto:len.pizzi@canada.ca">len.pizzi@canada.ca</a>	
<b>Telephone No. – No de telephone</b>  (905) 645-0676	<b>Fax No. – No. de Fax</b>  (905) 645-0831
<b>Destination – of Goods and Services:</b> <b>Destination – des biens et services:</b>	
Natural Resources Canada 560 ROCHESTER ST Ottawa, ON K1S 5K2	
<b>Security – Sécurité</b>	
There is security requirements associated with this requirement	
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No.:- No. de téléphone:</b> <b>Facsimile No.:- No. de télécopieur:</b>	
<b>Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
_____ <b>Signature</b>	_____ <b>Date</b>



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## 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 for....

- 1.2.1 The GeoSecretariat under the Canadian Geospatial Data Infrastructure Division (CGDI) of the Canada Centre for Mapping and Earth Observation Branch (CCMEO), Natural Resources Canada (NRCan) has a requirement create a simple website that would enable communications between the Canadian Council on Geomatics (CCOG) organizations and the Canadian Geomatics at large including external stakeholders at large.
- 1.2.2 "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".

### 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](#) (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”
- **Under Subsection 2 of Section 20:** Not applicable

### 2.2 Submission of Bids

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

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

#### **IMPORTANT**

It is requested that you write the following information in “Subject” of the e-mail:  
NRCan-5000028063 - Canadian Council on Geomatics Website Updates

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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as “proprietary” will be treated as



such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.4 Applicable Laws**

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

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

## **2.5 Improvement of Requirement During Solicitation Period**

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

## **2.6 Basis for Canada's Ownership of Intellectual Property**

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

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



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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)

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

Section III: Certifications (1 electronic copy)

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

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

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

#### Section I: Technical Bid

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

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

#### Section II: Financial Bid

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

#### Exchange Rate Fluctuation

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

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.



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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

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

#### 4.1.2 Financial Evaluation

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

### 4.2 Basis of Selection

#### 4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 12 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 20 points.
2. Bids not meeting (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 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.
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).

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



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## PART 6 - SECURITY REQUIREMENTS

### 6.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) 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. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.



## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_. (*to be completed at contract award*)

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

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

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

#### 7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

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

### 7.3 Dispute Resolution

#### *Mediation*

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

#### *Arbitration*

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

#### *Meaning of "Dispute"*





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

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

## 7.4 Security Requirements

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

1. 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 Works and Government Services Canada (PWGSC)**.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/**PWGSC**.
3. The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/**PWGSC**.
5. 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).

## 7.5 Term of Contract

### 7.5.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2017 inclusive.

## 7.6 Comprehensive Land Claims Agreements (CLCAs)

Not applicable.

## 7.7 Authorities

### 7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Len Pizzi  
Title: Procurement Officer



Organization: Natural Resources Canada  
Address: 183 Longwood Road South, Hamilton, ON, L8P 0A5  
Telephone: (905) 645-0676  
Facsimile: (905) 645-0831  
E-mail address: len.pizzi@canada.ca

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

### **7.7.2 Project Authority (*to be provided at contract award*)**

The Project Authority for the Contract is:

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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

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

## **7.8 Proactive Disclosure of Contracts with Former Public Servants**

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

## **7.9 Payment**

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a \_\_\_\_\_ (*insert "firm price" OR "firm unit price(s)" OR "firm lot price(s)", as specified in \_\_\_\_\_ insert "contract" OR "in Annex \_\_\_\_" 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.

**7.9.2 Method of Payment**

**Milestone Payments**

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

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

**7.10 Invoicing Instructions**

Invoices shall be submitted using one of the following methods:

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

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

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

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

**7.11 Certifications**

**7.11.1 Compliance**

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



## 7.12 Applicable Laws

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

## 7.13 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions **4007** - Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16);
- (c) the general conditions **2010B** – Professional Services - Medium Complexity (2016-04-04);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*).

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

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

**OR**

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

## 7.15 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 7.16 Contract Administration

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



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## ANNEX "A" - STATEMENT OF WORK

### REQUEST FOR PROPOSAL REQUIREMENT

The GeoSecretariat under the Canadian Geospatial Data Infrastructure Division (CGDI) of the Canada Centre for Mapping and Earth Observation Branch (CCMEO), Natural Resources Canada (NRCan) has a requirement create a simple website that would enable communications between the Canadian Council on Geomatics (CCOG) organizations and the Canadian Geomatics at large including external stakeholders at large.

The intent for fulfilling the requirements of this contract is to solicit contractual options as provided by the Public Service and Procurement Canada (PSPC) standing offer selection of potential resources.

The issue of web renewal was discussed at the CCOG AGM in November 2015 in the context of a need to better represent CCOG to the public. A decision by CCOG members was made to pursue a website up-date based on the realization that the current website was deemed out of date. The current website is located at: <http://www.ccoq-cocq.ca/>.

With input from the GeoSecretariat Project Authority and the CCOG Communications Committee, the Contractor will be responsible for up-dating the website including the design, site architecture and site content. The contractor will also be asked to create a visual design for our logo.

### BACKGROUND

The Canadian Council on Geomatics (CCOG), created in 1972, is one of the committee that is supported by the Canadian GeoSecretariat. CCOG is the major federal-provincial-territorial consultative body for geographic information management. Its aims are to provide a forum for exchanging information on programs, to consider common operational issues, to discuss proposed legislation relevant to geomatics (particularly land surveying), and to develop and promote national geomatics standards.

The CCOG develops and endorses national data and data exchange standards that enable sharing of information and technical expertise between governments, and advocates for the use of geospatial data and information in enhancing policy and decision making. Key successful initiatives are the creation of the CGDI and the GeoBase collection of products that have made Canada a world leader in the geomatics sector.

Through CCOG, Natural Resources Canada works also closely with provinces and territories to ensure that decisions related to climate change and the environment are based on science, facts, and evidence, and serve the public's interest.

### PROJECT OBJECTIVES

The project's main objective is to deliver to the Project Authorities an updated version of the current CCOG website to communicate organization news, share its vision, mission and role to the public. To achieve this objective, the Contractor will be asked to:

1. Analyze the current CCOG's web presence, organization, audience and content;
2. Develop a bilingual modern user interface design including and a set of design templates and logos;
3. Create a website information architecture that reflects the needs of the CCOG members and their respective audiences and stakeholders; and



- 
4. Develop bilingual content in consultation with the client.

#### **SCOPE OF WORK**

Update of the Canadian Council on Geomatics (CCOG) Web site <http://www.ccoq-cocg.ca/>

In up-dating the CCOG Web site, the contractor shall work with the GeoSecretariat Project Authority and the CCOG Communications Committee to ensure that all requirement expectations are understood and implemented.

#### **PERIOD OF PERFORMANCE**

The period of the contract is from the date of Contract Award to end of business day March 31, 2017.

All work must be scheduled to complete within this timeframe. Any modifications or extensions will be requested through the project authority and vendor contracting officers for review and discussion.

#### **CONSIDERATIONS**

- The successful contractor should have good knowledge in the Geomatics domain
- The successful contractor should have solid experience in Web Development.
- The successful contractor should also demonstrate that he has excellent writing skills experience

#### **PROJECT REQUIREMENTS**

##### **Task, Deliverables, Milestones and Schedule**

##### Milestone 1: Current Website Assessment

###### User Audience

- Identify audience for the website
- Determine audience website needs for information and/or services from website

###### Website Content

- Identify high value content that should be included in the new site.
- Identify redundant, outdated, or trivial content that should be removed
- Identify content that needs to be created

###### Website Information Architecture

- Evaluate current information architecture and how information is organized – as input for new architecture development

##### Milestone 2: Development phase

- A. Develop a new information architecture.
- B. Provide up to 2 iterations of design based on feedback from Project Authorities
- C. Provide up to 3 iteration of logo based on feedback from Project Authorities
- D. Provide draft website text

##### Milestone 3: Final review and Website Launch

- A. Provide second iteration of the website text
- B. Present final design of the new web site

##### Milestone 4: Website Launch

Launch of the Web site



During the kick-off meeting, the milestones, tasks and dates could be further developed.

Deliverables/Milestones	Time Schedule	Payment schedule
<p><b><u>Kick –Off meeting</u></b> Vendor will develop and present a detailed project plan to the Project Authorities for review and approval.</p>	Less than 7 working days after the contract is awarded	
<p><b><u>Milestone 1</u></b> Provide a Website assessment report.</p>	On or before February 13 <sup>th</sup> 2017	25% of the total value of the contract
<p><b><u>Milestone 2</u></b></p> <ul style="list-style-type: none"> <li>• Present proposed new information architecture ;</li> <li>• Present 2 iterations of design based ;</li> <li>• Present 3 iterations of logos;</li> <li>• Proposed first iteration of the website text for review and comments.</li> </ul>	On or before March 2, 2017	25% of the total value of the contract
<p><b><u>Milestone 3</u></b></p> <ul style="list-style-type: none"> <li>• Proposed second iteration of the websites text</li> <li>• Present Final CCOG Web Design</li> </ul>	On or before March 22 <sup>th</sup> , 2017	
<p><b><u>Milestone 4</u></b> Complete Website implementation on NRCan provided server.</p>	On or before March 31 <sup>st</sup> 2017	50% of the total value of the contract

**\* Any modifications to this scheduled need to be discussed and approve by the project authority.**

**Reporting Requirements**

- The reporting materials should be delivered in English in a Microsoft Word compatible format.
- The Website should be Self-contained, standard-compliant static content website (javascript permitted).
- Consultations between contractor and the NRCan’s project designated authority should be conducted on an “as-needed” basis, but not less than every second week.

Progress meetings shall be conducted at every two weeks between contractor and project authorities, and can be conducted via the phone or teleconference system. Final and intermediate deliverables should be delivered to the project authorities in electronic format, preferably via e-mail.

**ACCEPTANCE CRITERIA**

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



## OTHER REQUIREMENTS

### Contractor's Obligations

1. the project authorities and its delegate(s) shall have full access to the Contractor's work during the course of the project.
2. return all materials belonging to NRCan upon completion of the Contract;
3. participate in teleconferences, as needed;
4. attend meetings at NRCan sites, if required; and/or,
5. maintain all documentation in a secure area.

### NRCan's Obligations

The department of NRCan will provide

- 1) access to government and departmental policies and procedures, publications, reports, studies, etc.
- 2) access to a project member who may be consulted regarding specific issues
- 3) provide comments on draft reports within five (5 working days) and/or,
- 4) provide other assistance or support that may be reasonably requested by the contractor.

### Suitability of Service

All services rendered are subject to evaluation, within a reasonable time from commencement and when deemed required by the project authority, on the basis of quality and adherence to the agreed schedule and standards. Personnel assigned must be capable of performing assignments at a level of competence deemed acceptable by the project authority.

In regards to the service delivery, if the project authority considers that the service being provided is not meeting the required standards or schedules, the tasking may be terminated verbally, followed by a written notice to the contractor. NRCan reserves the right to cancel the contract at any time without due recourse or penalties. The contractor shall have **two working days** from receipt of the written termination notification to respond. If the contractor is unable to satisfactorily indicate how the problems can be corrected to bring the level of service up to the required standards or to meet the specified delivery schedule, the tasking may be terminated with no further cost liabilities to Her Majesty.

### Non Disclosure

By signing this contract, the contractor agrees to protect the information derived from this work against its disclosure outside of CCMEQ without Project Authority's approval.





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

*(to be completed at contract award)*



ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST

RECEIVED DEC 15 2016

16-164 pa ticket 135714

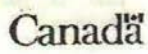
Government of Canada / Gouvernement du Canada Contract Number / Numéro du contrat Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

Form with sections: PART A - CONTRACT INFORMATION, 1. Originating Government Department or Organization, 2. Branch or Directorate, 3. Subcontract Number, 3. b) Name and Address of Subcontractor, 4. Brief Description of Work, 5. a) Will the supplier require access to Controlled Goods?, 5. b) Will the supplier require access to unclassified military technical data..., 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information..., 6. b) Will the supplier and its employees require access to restricted access areas?, 6. c) Is this a commercial courier or delivery requirement..., 7. a) Indicate the type of information that the supplier will be required to access, 7. b) Release restrictions, 7. c) Level of information.

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

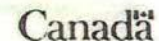
**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉE		NATO					COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET Très SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC Très SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET Très SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support IT																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVER\$ est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVER\$ sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Thomas Gillon	Senior Advisor		
Telephone No. - N° de téléphone 613-715-5281	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Thomas.Gillon@canada.ca	Date Nov. 30th 2016
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
MONIQUE FAUCHER	Manager, Pn Sec		
Telephone No. - N° de téléphone 343-292-8084	Facsimile No. - N° de télécopieur 613-447-2360	E-mail address - Adresse courriel Monique.Faucher@canada.ca	Date December 15, 2016
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
			<input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Len Pizzi	Procurement Officer		
Telephone No. - N° de téléphone (905) 645-0676	Facsimile No. - N° de télécopieur (905) 645-0831	E-mail address - Adresse courriel len.pizzi@canada.ca	Date December 15, 2016
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Vanessa Good-Davidson			
Agente à la Sécurité des contrats   Contract Security Officer Secteur de la Sécurité industrielle, TPSGC   Industrial Security Sector, PWGSC Vanessa.Good-Davidson@tpsgc-pwgsc.gc.ca Téléphone : 613 941-0441		E-mail address - Adresse courriel	Date Dec. 19, 2016



## APPENDIX “1” - EVALUATION CRITERIA

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

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

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

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

### 1. TECHNICAL CRITERIA

#### 1.1 MANDATORY EVALUATION CRITERIA

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

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	The proposed resource must have a valid Government of Canada Reliability Status. The following information must be provided with the proposal <ul style="list-style-type: none"> <li>File Number</li> <li>Expirations Date</li> </ul>		
M2	The proposed resource must have a minimum of 2 years of recent experience in developing WEB content for Government of Canada organizations.		
M3	At least one of the proposed resources must be fluent in speaking and writing in English and French		

#### 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:

Criterion ID	Point Rated Technical Criteria	Minimum Points /Maximum Points	Proposal Page #
R1	The proposed resource should demonstrate recent experience (within the last 6 years) in developing WEB content using Apache httpd 2.2.3-91.el5 running on RHEL 5.11 maintained by SSC with no PHP, Python or Perl or database dependency.  3 Point for one year of experience 5 points for two years of experience 10 point for three years of experience	10	
R2	The proposed resource should hold WEB Development Certification from a recognized entity like Adobe, Microsoft, Amazon etc. A scanned copy of the certificate must be provided.  3 point for one certificate 5 point for two certificates 10 points for three certificates	10	
<b>Total points</b>		<b>20</b>	

## 2. FINANCIAL CRITERIA

### 2.1 FUNDING LIMITATION

The maximum funding available for the Contract resulting from the bid solicitation is \$22,000.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

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

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



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

**1. FIRM PRICE - Milestone Payments**

Bidder tendered all-inclusive firm price to perform the work is in Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

<b>Milestone #</b>	<b>Description of Milestone</b>	<b>Milestone Firm Price (applicable taxes excluded)</b>
<b>1</b>	Milestone 1 – 25% of the total value of the contract	\$ _____
<b>2</b>	Milestone 2 – 25% of the total value of the contract	\$ _____
<b>3</b>	Milestone 4 – 50% of the total value of the contract	\$ _____
<b>Total Firm Price for Financial Proposal Evaluation:</b>		\$ _____