

Return Bids to :	Title – Sujet		
	Analysis of Eastern Canadian Seismicity		
	Solicitation No. – No de l'invitation	Date	
NDCon posifia ragion hid submiss	NRCan- 5000030396	August 30, 2017	
NRCan.pacific region bid submiss	Requisition Reference No Nº de la de	emande	
ion- pacific_region_bid_submission.RN	139096		
Can@canada.ca	Solicitation Closes - L'invitation prend fi	in	
		aylight Savings Time (PDT)	
	on – le October 9, 2017		
Request for Proposal (RFP)			
Demande de proposition (DDP)	Address Enquiries to: - Adresse tout	es questions a:	
Proposal To: Natural Resources	Gerald.Baran@Canada.c		
Canada			
	Telephone No. – No de telephone	Fax No. – No. de Fax	
We hereby offer to sell to Her Majesty	(250) 298 2502		
the Queen in right of Canada, in	Destination – of Goods and Services:	:	
accordance with the terms and	Destination – des biens et services:		
conditions set out herein, referred to	Natural Basauraaa Canada		
herein or attached hereto, the	Natural Resources Canada		
goods, services, and construction listed	ESS/GSC-AWCB/CHIS		
herein and on any attached sheets at	930 Carling Avenue (CEF, Building 7, Observatory C)		
the price(s) set out therefor.	Ottawa, ON		
	K1A 0Y3		
Comments – Commentaires			
Comments – Commentaires	Security – Sécurité		
	There is security requiren	nents associated with this	
	requirement		
	requirement		
Issuing Office – Bureau de	Vendor/Firm Name and Address		
distribution	Raison sociale et adresse du fournis	seur/de l'entrepreneur	
Finance and Procurement Management	Telephone No.:- No. de téléphone:		
Branch	Facsimile No.: - No. de télécopieur: Name and Title of person authorized	to sign on behalf of Vendor/Firm (type or	
Natural Resources Canada	print)		
506 West Burnside Road	Nom et titre de la personne autorisée l'entrepreneur (taper ou écrire en car	actères d'imprimerie)	
Victoria, BC V8Z 1M5			
	Sign sture		
	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, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, and any other annexes.

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

#### 1.2 Summary

By means of the RFP, NRCan is seeking proposals from bidders for the provision of seismic data updating services by a qualified seismic analyst to process earthquake seismic data.

- 1.2.1 To ensure that minimum levels of completeness are attained in the seismic catalogue of the Canadian National Seismic Database for eastern Canada, Canadian Hazards Information Service requires the provision of services to process earthquake seismic data. The Contractor will identify, verify, and locate seismic events, such as earthquakes and mining or quarry blasts.
- 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.
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).



### 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### PART 2 - BIDDER INSTRUCTIONS

#### 2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2017-04-27) 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: Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation
- Under Subsection 2 of Section 20: Not applicable

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

Delete: 60 days Insert: 90 days

#### 2.2 Submission of Bids

2.2.1 Electronic transmission of proposals is permitted.

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.pacific\_region\_bid\_submission-pacific\_region\_bid\_submission.RNCan@canada.ca

#### **IMPORTANT**

Write the following information in the subject line of the email:

NRCan-5000030396 - Analysis of Eastern Canadian Seismicity

The address above is reserved for the presentation of the proposals. No other communication must be sent there.



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

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

#### 2.4 Applicable Laws

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

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

#### 2.5 Improvement of Requirement During Solicitation Period

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

#### 2.8 Basis for Canada's Ownership of Intellectual Property

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

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



### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 3.1 **Bid Preparation Instructions**

Canada

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)
- Section IV: Additional Information (1 electronic copy)

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

#### Section I: Technical Bid

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

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

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix "B". The total amount of Applicable Taxes must be shown separately.

### **Exchange Rate Fluctuation**

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

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.

### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Appendix "A" – 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 23 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 39 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 80% for the technical merit and 20% 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 80%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
- 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 80/20 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 (80%) and Price (20%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Techn	ical Score	115/135	89/135	92/135
Bid Evaluated	Price	\$55,000.00	\$50,000.00	\$45,000.00
	Technical Merit Score	115/135 x 80 = 68.15	89/135 x 80 = 52.74	92/135 x 80 = 54.52
Calculations	Pricing Score	45/55 x 20 = 16.36	45/50 x 20 = 18.00	45/45 x 20 = 20.00
Combined Ra	ting	84.51	70.74	74.52
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 <u>Ineligibility and Suspension Policy</u> (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u></u>), 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 <u>Ineligibility and Suspension Policy</u> (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u>), 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" 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:
	<ul> <li>start date</li> <li>end date</li> <li>and number of weeks</li> </ul>
g. forc	number and amount (professional fees) of other contracts subject to the restrictions of a work ce 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 <u>NOT an Aboriginal Firm</u>, as identified above.

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 $\Box$  Our Company is an Aboriginal Firm, as identified above. The supplier must complete the certificate in the appropriate clause below.

SACC Manual clauses <u>A3000T</u>, <u>A3001T</u>, <u>M3030T</u>, <u>M9030T</u>, <u>S3035T</u> and <u>S3036T</u> 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

- 1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
  - (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. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the <u>Industrial Security</u> <u>Program (ISP)</u> of Public Works and Government Services Canada (http://ssi-iss.tpsgcpwgsc.gc.ca/index-eng.html) website.

Natural Resources Canada

### 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)

#### 7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at \_\_\_\_\_\_ (Insert section of the SOW) of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before \_\_\_\_\_ (insert date) by sending a written notice to the Contractor.

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

<u>2035</u> (2016-04-04), General Conditions – Higher Complexity - Services, apply to and form part of the Contract.

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

#### 7.2.2 Supplemental General Conditions

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

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

### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # 139096-17-051

- 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)**.
- 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. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by CISD, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.
- 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).

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### 7.5 Term of Contract

### 7.5.1 Period of the Contract

The period of the Contract is from date of Contract to October 9, 2018 inclusive.

### 7.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 7.6 Authorities

### 7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Gerald Baran
Title:	Senior Procurement and Contracting Officer
Organization:	Natural Resources Canada
Address:	506 West Burnside Road
Telephone:	(250) 298 2502
E-mail address:	gerald.baran@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:

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



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

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

### 7.7 Proactive Disclosure of Contracts with Former Public Servants

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

#### 7.8 Payment

### 7.8.1 Basis of Payment – Limitation of Expenditure

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

### 7.8.1.1 Limitation of Expenditure

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



### 7.8.2 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.

#### 7.9.1 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 7.10 Invoicing Instructions

Invoices shall be submitted using one of the following methods:

<u>E-mail:</u>
NRCan.invoice imaging-service dimagerie des factures.RNCan@canada.ca
Note:
Attach "PDF" file. No other formats will be accepted
OR
Fax:
Local NCR region: 613-947-0987
Toll-free: <b>1-877-947-0987</b>
Note:
Use highest quality settings available.

Please do <u>not</u> 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: <a href="http://www.nrcan.gc.ca/procurement/3485">http://www.nrcan.gc.ca/procurement/3485</a>

### 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** (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2016-04-04) General Conditions Higher Complexity Services;
- (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 <u>A2000C</u> (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 <u>or</u> the contractor <u>or</u> 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 <u>boa.opo@boa.opo.gc.ca</u>.



### ANNEX "A" - STATEMENT OF WORK

#### SW.1.0 TITLE

Analysis of Eastern Canadian Seismicity

#### SW.2.0 BACKGROUND

Seismic data is acquired in near real-time by the Canadian Hazards Information Service. The data is analyzed on a daily basis, as time and staffing permit, to determine the occurrence and locations of earthquakes for the Canadian National Seismic Database. This database provides critical data for seismic hazard estimation which is used to determine seismic design criteria for the National Building Code of Canada. A contractor specializing in seismic analysis is required in order to maintain minimum levels of completeness within the Canadian National Seismic Database.

#### SW.3.0 OBJECTIVES

To ensure that minimum levels of completeness are attained in the seismic catalogue of the Canadian National Seismic Database for eastern Canada, Canadian Hazards Information Service requires the provision of services to process earthquake seismic data. The Contractor will identify, verify, and locate seismic events, such as earthquakes and mining or quarry blasts.

#### SW.4.0 PROJECT REQUIREMENTS

#### SW.4.1 Tasks, Deliverables, Milestones and Schedule

Tasks:

1) Determine phase arrivals, hypocenters, magnitudes and event types for near real-time and older unprocessed seismic events from seismograph data.

3) Verify mining related events where necessary, including contacting the mine operators.

4) Determine depths of earthquakes using Regional Depth Phase Method (RDPM) where appropriate.

5) Undertake data conversion projects, as required, to reprocess old earthquake solutions with current tectonic models.

6) Special analysis of seismic data and reporting, as required.

#### Deliverables:

- 1) Processed events in npf format files or css3.0/3.1 database schema, as appropriate for the dataset.
- 2) Re-processed dataset for data conversion projects, as required.
- 3) Earthquakes depths from RDPM for seismic events, as required.
- 4) Reports on special analysis of seismic data, as required.

#### Schedule:

1) Processed data to be delivered according to the following schedule:

Seismic data processing: delivered on a weekly basis.

Data conversion projects: delivered when completed, or on a monthly basis, as appropriate for the data set.

2) Reports on special analysis of seismic data to be delivered as requested.



### SW.4.2 Reporting Requirements

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

#### SW.4.3 Method and Source of Acceptance

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

### SW.4.4 Specifications and Standards

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

### SW.4.5 Technical, Operational and Organizational Environment

The seismic monitoring and data acquisition network is a complex hardware and software system that is dependent on specific data formats generated by the instrumentation and the software as well as the interface with legacy data and legacy formats developed in-house. The processed data resides in npf format (produced using NRCan's in-house, legacy, *Dan* software) on disk and/or in a local relational database (Boulder Real-Time Technology's *Datascope* database and associated Antelope software) and the contractor is required to use the provided software (currently Dan and/or Antelope) and these data formats to ensure compatibility.

### SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

#### SW.5.1 Contractor's Obligations

- 1 participate in teleconferences, as needed.
- 2 attend meeting at NRCan sites, as required.
- 3 attend meetings offsite with NRCan partners and/or clients which may require the contractor to travel within Canada by vehicle, train or airplane.

#### SW.5.2 NRCan's Obligations

NRCan will provide

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

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

Contractor's place of business and at NRCan, Geological Survey of Canada, CHIS seismology office, 7 Observatory Cres., Ottawa, ON, K1A 0Y3.

### ANNEX "B" - BASIS OF PAYMENT

### FIRM HOURLY RATE – Limitation of Expenditure

Any other miscellaneous expenses are included in the firm hourly rate except travel\*. The firm hourly rate for the completion of this project is in Canadian funds and does not include applicable taxes.

### 1) Original Contract (from Contract Award to October 9, 2018)

CATEGORY OF PERSONNEL	A. FIRM HOURLY RATE	B. MAXIMUM LEVEL OF EFFORT (hr)	C. MAXIMUM COST (AxB)
Geologist or geophysicist	\$		\$
Name of the resource:			
Travel and Living Expenses (Not to exceed):			\$ 5,000.00
Total Maximum			\$

### 2) Option period "1" (from October 10, 2018 to October 9, 2019)

CATEGORY OF PERSONNEL	A1. FIRM HOURLY RATE	B1. MAXIMUM LEVEL OF EFFORT (hr)	C1. MAXIMUM COST (A1Xb1)
Geologist or geophysicist	\$		\$
Name of the resource:			
Travel and Living Expenses (Not to exceed):			\$ 5,000.00
Total Maximum			\$

#### 3) Option period "2" (from October 10, 2019 to October 9, 2020)

CATEGORY OF PERSONNEL	A2. FIRM HOURLY RATE	B2. MAXIMUM LEVEL OF EFFORT (hr)	C2. MAXIMUM COST (A2Xb2)
Geologist or geophysicist	\$		\$
Name of the resource:			
Trav	\$ 5,000.00		
	\$		

\* Pre-Authorized Travel and Living Expenses (need pre-approval from Project Authority)

The Contractor will be paid for pre-authorized reasonable and proper travel and living expenses incurred by personnel directly engaged in the performance of the work, supported by appropriate



receipts and calculated in accordance with the then current National Joint Council Directive on Travel and Living Expenses, (website: <u>http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php</u>)) without allowance thereon for overhead or profit. All payments are subject to government audit. All travel must have prior authorization of the Project Authority.



**ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST** 

(See attached)



### **APPENDIX "A" - 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.

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

### 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.

The Bidder must comply with the following Mandatory Requirements and provide the necessary documentation to support compliance.

Each criterion must be addressed separately.

If the Bidder is proposing more than one resource, each resource must meet the following mandatory technical criteria, and obtain the required minimum number of points for the point rated technical criteria.

	Mandatory Technical Criteria	
ltem	Mandatory Technical Criterion	Cross Reference to Bid
MT1	Education	
	The Bidder's proposed geologist or geophysicist must possess as a minimum a Bachelor's of Science in geology or geophysics from a	



	recognized Canadian university, or equivalent, as established by a recognized Canadian academic credentials assessment service. The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <u>http://www.cicic.ca/indexe.stm</u> The Bidder will be required to provide a copy of the degree or equivalent, as stated above.
MT2	UNIX Computing Platform Experience
	The Bidder's proposed geologist or geophysicist must have a minimum of two (2) years within the last five (5) years of experience with one or more UNIX computing platforms, such as SUN, Linux, or Mac, at the command line level. The bidder must specify the UNIX computer platform(s) that he/she has experience with.
	The Bidder will be required to provide supporting information for the proposed resource that clearly demonstrates: where, the month and year commenced and completed, and how (through what activities and responsibilities) the stated experience was acquired.
МТЗ	Seismic Catalogue Experience
	The Bidder must demonstrate that the proposed geologist or geophysicist has within the last six (6) years a minimum of three (3) years of experience in:
	Experience locating seismic events (i.e. picking phase arrivals, calculating hypocenters and magnitudes and assigning event types) for an earthquake seismic catalogue for an FDSN organization ( <u>http://www.fdsn.org/membership.htm</u> ) that has been continuously generating an earthquake catalogue for a minimum of 6 years, and which includes the use of crustal phases (Pn, Pg, Sn, Sg).
	Project example(s) with brief description to be provided. The bidder is requested to include:
	<ul> <li>the agency or organization for which the catalogue was generated (ex.: US Array, Geological Survey of Canada)</li> <li>the organization's point of contact including email and/or phone number (ex.: technical authority, project manager)</li> <li>the types of crustal phase picks used in origin determinations, and</li> </ul>
	<ul> <li>the magnitude types used in the catalogue</li> <li>any specific regional considerations that might affect the catalogue origins, such as the phases used, validity of station distances from epicentre, or magnitude type used.</li> </ul>
	NRCan reserves the right to contact the named organization to verify the information provided by the Bidder.



MT4	Seismic Software ExperienceThe Bidder must demonstrate that the proposed geologist or geophysicist has within the last six (6) years a minimum of three (3) years of experience in:Locating seismic events using one or more of the following software packages: Dan, Antelope dbloc2.Project example(s) with brief description to be provided.	
MT5	<ul> <li>Work Experience, Qualifications and Skills</li> <li>The Bidder must include in their technical bid the following information for the proposed geologist or geophysicist: <ul> <li>A detailed description of the geophysical work experience, preferably in chronological order.</li> <li>Educational and professional qualifications and other academic credentials.</li> <li>Science professional skills.</li> </ul> </li> </ul>	

### **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 23 points required overall to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.

The Bidder will be required to provide supporting information for the proposed resource that clearly demonstrates: where, the month and year commenced and completed, and how (through what activities and responsibilities) the stated experience was acquired.

Proposals will be evaluated based on the following criteria:

Criteria	Breakdown of Points	Maximum Score	Minimum Score
1) Experience with Computer Environment:	1 point per platform.	3	N/A
The Bidder proposed geologist or geophysicist has a minimum of two (2) years' experience within the last six (6) processing the datasets with			



### RFP # NRCan-500030396

Criteria	Breakdown of Points	Maximum Score	Minimum Score
computer platforms (i.e. Linux, Sun or Mac). The experience with each platform must have duration of at least two (2) years, but does not have to be within the same two (2) year period.			
2) Seismic Analysis Software Experience:	Antelope <i>dbloc2</i> experience: 1.0 point for each year, up to a maximum of 3 years	7.5	N/A
<ul> <li>The Bidder should demonstrate the proposed geologist's or geophysicist's experience within the last six (6) years with the following Software:</li> <li>Antelope <i>dbloc2</i> software, Boulder Real-Time Technologies</li> <li><i>Dan</i>, Geological Survey of Canada</li> <li>SeisComP3</li> </ul>	<i>Dan</i> seismic analysis software experience: 1.0 point for each year, up to a maximum of 3 years. <i>SeisComP3</i> experience: 0.5 point for each year, up to a maximum of 3 years.		



Criteria	Breakdown of Points	Maximum Score	Minimum Score
3) Experience with Earthquake Catalogue Analysis: The Bidder should demonstrate the proposed geologist's or geophysicist's experience within the last six (6) years locating events for an earthquake catalogue is a collection (typically spanning many years) of earthquake hypocenters that were analyzed from earthquake waveform data.	<ul> <li>3a: Number of years of experience, up to a maximum of 5 points:</li> <li>1 point per year, up to a maximum of 5</li> <li>3b: Earthquake catalogue experience with one or more of the following agencies, up to a maximum of 4 points: <ul> <li>Geological Survey of Canada catalogue (2 points)</li> <li>Alaska Earthquake Centre catalogue (1 point)</li> <li>USArray (Transportable Array) catalogue (1 point)</li> <li>Comprehensive Test Ban Treaty catalogue (1 points)</li> <li>Other earthquake catalogue experience (typically with a university or government research facility) that includes the use of crustal phases (Pn, Pg, Sn, Sg) in earthquake location (0.5 points each up to a maximum of 1 point).</li> </ul> </li> <li>3c: Experience with varied regional tectonic environments: <ul> <li>Offshore seismic events, describe seismic phases used and why (2 points).</li> <li>Description of other regional considerations, such as tectonic environment, types of phases observed, or magnitude type used (1 point for each description up to a maximum of 2 points)</li> </ul> </li> <li>3d: Description of magnitude types used in bidder's catalogue experience. For each magnitude type include an appropriate <ul> <li>Minimum and maximum distance</li> <li>(1 point for each magnitude type listed, up to a maximum of 4 points – magnitude type must include a minimum and maximum distance and size, as appropriate, to be given a point).</li> </ul> </li> </ul>	17	N/A



Criteria	Breakdown of Points	Maximum Score	Minimum Score
<ul> <li>4) The Bidder should demonstrate the proposed geologist's or geophysicist's experience with earthquake vs. mining blast discrimination. The Bidder should indicate: <ul> <li>The number of years of experience.</li> <li>Seismological differences between earthquakes and mining blasts.</li> </ul> </li> </ul>	<ol> <li>point for each year of experience, up to a maximum of 3 points.</li> <li>points: Description of seismological differences between an earthquake and a mining blast (e.g. amplitude, frequency content).</li> </ol>	6	N/A
<ul> <li>5) The Bidder should demonstrate the proposed geologist's or geophysicist's experience with Regional Depth Phase Modeling (RDPM). The Bidder should indicate: <ul> <li>The number of years of experience.</li> <li>Limitations or restrictions of the method with regards to determining depth.</li> </ul> </li> </ul>	<ol> <li>point for each year of experience, up to a maximum of 3 points.</li> <li>point for a brief description of 2 or more limitations and restrictions of the RDPM method with which Bidder has had experience</li> </ol>	4	N/A
6) The Bidder should describe seismic analysis projects (other than seismic event location) that the proposed geologist or geophysicist worked on within the past 5 years (e.g. earthquake relocations, focal mechanism studies, magnitude studies, etc.)	1 point for each project, up to a maximum of 3 points.	3	N/A
	Total points	40.5	23

### **APPENDIX "B" – FINANCIAL PROPOSAL FORM**

### FIRM HOURLY RATE – Limitation of Expenditure

Any other miscellaneous expenses must be included in the firm hourly rate (except travel\*). The firm hourly rate for the completion of this project is in Canadian funds and does not include applicable taxes

\* LEVEL OF EFFORT PRESENTED HEREIN IS USED FOR EVALUATION PURPOSES ONLY AND IT'S NOT A COMMITMENT BY CANADA.

\*\* FOR ANY ERRORS IN THE CALCULATION, THE HOURLY RATE SCHEDULE WILL BE UPHELD.

#### PROFESSIONAL FEES

#### 1) Original Contract (from Contract Award to October 9, 2018)

CATEGORY OF PERSONNEL	A. FIRM HOURLY RATE	B. MAXIMUM LEVEL OF EFFORT (hr)	C. EVALUATED COST (AxB)
Geologist or geophysicist	\$	700	\$
		Total	\$

#### 2) Option period "1" (from October 10, 2018 to October 9, 2019)

CATEGORY OF PERSONNEL	A1. FIRM HOURLY RATE	B1. MAXIMUM LEVEL OF EFFORT (hr)	C1. EVALUATED COST (A1Xb1)
Geologist or geophysicist	\$	700	\$
		Total	\$

#### 3) Option period "2" (from October 10, 2019 to October 9, 2020)

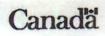
CATEGORY OF PERSONNEL	A2. FIRM HOURLY RATE	B2. MAXIMUM LEVEL OF EFFORT (hr)	C2. EVALUATED COST (A2Xb2)
Geologist or geophysicist	\$	700	\$
		Total	\$

$\psi_{$	GRAND TOTAL (C1+C2+C3		\$	
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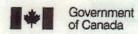
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(Préciser la b) Will the su PROTECT Le fourniss à des rens c) Is this a co S'agit-il d'u a) Indicate th b) Release res Aucune restrice à la diffusion Not releasable à ne pas diffus Restricted to: Specify countr	e niveau d'accès applier and its em TED and/or CLAS seignements ou à commercial courier un contrat de me te type of informa Canada estrictions / Restrictions strictions relative e ser / Limité à : ry(ies): / Préciser formation / Niver D A [] D C [] TAL IEL [] T ET []	en utilisant le tableau pioyees (e.g. cleaner: SSIFIED information of oyés (p. ex. nettoyeur a des biens PROTÉGI r or delivery requirem ssagerie ou de livrals ation that the supplier rictions relatives à la c fictions relatives à la c r le(s) pays :	1 qui se trouve à la question 7.1         s, maintenance personnel) require assets is permitted.         s, personnel d'entretien) auront          ÉS et/ou CLASSIFIÉS n'est pase          ent with no overnight storage?         on commerciale sans entrepos         will be required to access / Indi         NATO / OTAN         diffusion         All NATO countries         Tous les pays de l'OTAN         Restricted to: / Limité à :         Specify country(ies): / Précise         NATO UNCLASSIFIED         NATO NON CLASSIFIÉ         NATO ONO CLASSIFIÉ         NATO CONFIDENTIAL         NATO CONFIDENTIAL         NATO SECRET         NATO SECRET         COSMIC TOP SECRET	ure access to resu	Protected to: / Limité à :         Specify country(ies): / Préci         PROTECTED A         PROTÉCÉ B         PROTÉCÉ B         PROTÉCÉ B         PROTÉCÉ C         CONFIDENTIAL         CONFIDENTIAL         CONFIDENTIAL         SECRET         TOP SECRET	No Yes Non Oui a avoir accès

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Security Classification / Classification de sécurité



17-051



Gouvernement du Canada

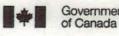
Contract Number / Numéro du contrat RFP No. 5000030396

Security Classification / Classification de sécurité

PART A (con	ntinued) / PARTIE A (suite)	THE REAL PROPERTY AND AND AND A REAL PROPERTY AND A REAL PROPERTY AND A REAL PROPERTY AND A REAL PROPERTY AND A	
8. Will the su	pplier require access to PROTE seur aura-t-il accès à des renseit	CTED and/or CLASSIFIED COMSEC information or assets? gnements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	✓ No Yes Non Oui
If Yes, Indi	cate the level of sensitivity:		Non Oui
9. Will the su	mative, indiquer le niveau de se pplier require access to extreme	v sensitive INFOSEC information or assets?	No Yes
Le fourniss	seur aura-t-il accès à des renseig	inements ou à des biens INFOSEC de nature extrêmement délicate?	Non Oui
	(s) of material / Titre(s) abrégé(s		
	Number / Numéro du document	E B - PERSONNEL (FOURNISSEUR)	
10. a) Person	nel security screening level requ	ired / Niveau de contrôle de la sécurité du personnel requis	
	RELIABILITY STATUS	CONFIDENTIAL SECRET TOP SEC	DET
	COTE DE FIABILITÉ	CONFIDENTIEL SECRET TRÈS SE	
	TOP SECRET- SIGINT		TOP SECRET
	TRÈS SECRET - SIGINT	NATO CONFIDENTIEL NATO SECRET COSMIC	TRÈS SECRET
	SITE ACCESS ACCES AUX EMPLACEMEN	TS	
100	Special comments:		
-	Commentaires spéciaux :		
			Out and the second
		ening are identified, a Security Classification Guide must be provided. eaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être	fourni
	screened personnel be used for	portions of the work?	No Yes
and the second sec		ire peut-il se voir confier des parties du travail?	Non Oui
	will unscreened personnel be es affirmative, le personnel en ques		Non ✓ Yes Non ✓ Oui
DAPT C SAL	ECHAPOS (SUDDI JED) / DAD	TIE C - MESURES DE PROTECTION (FOURNISSEUR)	
	ON / ASSETS / RENSEIGN		
11. a) Will the premise		and store PROTECTED and/or CLASSIFIED information or assets on its site or	✓ Non Yes Oui
Le four	nisseur sera-t-il tenu de recevoir	et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou	
CLASS	IFIÉS?		
		d COMSEC information or assets?	No Yes
Le four	nisseur sera-t-il tenu de protéger	des renseignements ou des biens COMSEC?	Non Oui
PRODUCTIO	DN		
			April 2010
	production (manufacture, and/or re the supplier's site or premises?	epair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment	✓ Non Yes Non Oui
Les inst	allations du fournisseur serviront-	elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ	
et/ou Cl	LASSIFIÉ?		
INFORMATIO	ON TECHNOLOGY (IT) MEDIA	/ SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
			A Resident and a second second
A CONTRACTOR OF A CONTRACTOR O		stems to electronically process, produce or store PROTECTED and/or CLASSIFIED	✓ Non Yes Non Oui
and a fight the second	tion or data? hisseur sera-t-il tenu d'utiliser ses r	propres systèmes informatiques pour traiter, produire ou stocker électroniquement des	
	nements ou des données PROTÉ		·····································
	e he an electronic link hotugon the	e supplier's IT systems and the government department or agency?	No Yes
		a le système informatique du fournisseur et celui du ministère ou de l'agence	Non Oui
gouvern	ementale?		
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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 saisles dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED			CLASSIFIED CLASSIFIE			NATO					COMSEC						
	A	8	c	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRES SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRES SECRET	PROTECTED PROTEGÉ			CONFIDENTIAL	SECRET	TOP		
											A	B	c	CONFIDENTIEL		TRES		
formation / Assets tenseignaments / Biens						1-1-2								198 m				
roduction				and the			1.56		1.					1.000	- 1			
Media / upport Ti								2.00										
FLink / ien électronique			1.0.1					and the second				1		1.2.2.2				
2. a) is the descrip La description If Yes, classify Dans l'affirma « Classification	du l y th	ls fo	orm t	é par la prése by annotating ler le présen	the top	and botto	e de nature F om in the are liquant le ni	PROTEGEE el	ecurity C	lassificat	ion". ntitul	ée			✓ No Non			
2. b) Will the docu La documenta	mer	ass	on att	tached to this a la présente	SRCL be	PROTEC	TED and/or PROTÉGÉ	CLASSIFIED	? SIFIÉE?					[	✓ No Non			
If Yes, classify attachments (	e.a	. SE	CRE	T with Attach	iments).			ea entitled "S					indi	cate with				

Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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17-051 Contract Number / Numéro du contrat Government Gouvernement RFP No. 5000030396 of Canada du Canada Security Classification / Classification de sécurité 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 Michel Kolaj Seismic Analyst Telephone No. - Nº de téléphone Facsimile No. - Nº de télécopieur E-mail address - Adresse courriel Date 613-943-1581 613-992-8836 Michal.kolaj@canada.ca 2017/01/25 14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) - Nom (en lettres moulées) Title - Titre Signature Facsimile No. - N° de télécopieur E-mail address Telephone No. - N° de téléphone E-mail address - Adresse courriel 3-292-808 taucheraran 15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? No Yes Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? Nor Oui 16. Procurement Officer / Agent d'approvisionnement Signature Name (print) - Nom (en lettres moulées) Title - Titre Digitally signed by Baran, Gerald DN: c=CA, o=GC, ou=NRCAN-RNCAN, cn=Baran, Gerald Date: 2017.03.20 14:33:00 -07:00' Baran, Gerald Senior Procurement Officer Gerald Baran E-mail address - Adresse courriel Date Telephone No. - Nº de téléphone Facsimile No. - Nº de télécopieur gerald.baran@canada.ca (250) 363 3222 March 20. 2017 (250) 298 2502 17. Contracting Security Authority / Autorité contractante en matière de sécurité Signature Erin O'Neill Date May 92017 un On Agente à la Sécurité des contrats | Contract Security Officer E-mail address - Adresse courriel Secteur de la Sécurité industrielle | Industrial Security Sector erin.o'neill@tpsgc-pwgsc.gc.ca

Téléphone :

613 957-1298

