



Request for Proposal Number:	NRCan-5000016684
Title:	Scanning the Canada Lands Survey Records (CLSR) Plans and Fieldbooks
Date of Solicitation:	07 August 2015 (Eastern Daylight Savings Time EDT)
Solicitation Closing Date and Time:	16 September 2015 at 2:00 P.M. (Eastern Daylight Savings Time EDT)
Address Inquiries To Contracting Authority:	Valerie Holmes Natural Resources Canada Senior Procurement Officer Fax: (343) 292-8371 Email: valerie.holmes@nrcan.gc.ca
Security:	There is no security requirement associated with this solicitation.
Send Proposal To:	Natural Resources Canada Bid Receiving Unit, Mailroom 588 Booth street, Room 108 Ottawa, Ontario K1A 0Y7 Attention: Valerie Holmes

PROCUREMENT BUSINESS NUMBER (PBN) _____

In order to be able to receive a Natural Resources Canada (NRCan) contract, all suppliers **MUST** have a PBN. Companies who do not have a PBN **MUST** register for a PBN in the Supplier Registration Information system, on line at the Business Access Canada (formerly Contracts Canada) Internet site: [<Supplier Registration>](#)

VENDOR/FIRM NAME AND FULL POSTAL ADDRESS (PLEASE PRINT):

FIRM NAME: _____
 ADDRESS: _____

CONTACT: _____
 TELEPHONE: _____
 FACSIMILE: _____
 EMAIL: _____

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT):

NAME: _____
 TITLE: _____

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 and on any attached sheets at the price(s) set out therefore.

Signature of Person Authorized to Sign on behalf of Vendor/Firm:

Date _____



REQUEST FOR PROPOSAL (RFP)

FOR

**SCANNING THE CANADA LANDS SURVEY RECORDS (CLSR) PLANS AND
FIELDBOOKS**

FOR

NATURAL RESOURCES CANADA (NRCAN)

A “Request for Proposal” (RFP) is the solicitation document used to seek proposals or bids from suppliers. The term “Bidder”, also called the “Offeror”, refers to the potential supplier submitting a proposal or a bid. **The Bidder submitting a proposal may, however, consist of several firms putting one proposal together as a joint venture. In the case of a joint venture, the combined experience of the firms forming the joint venture will be considered for the purposes of determining the Bidders’ compliance to the Mandatory and Rated Requirements.**

Wherever the words “Proposal” or ‘Bid’ appear in this document”, each shall be taken to mean the same as the other.

The MANDATORY REQUIREMENTS of this RFP are identified specifically with the words “MANDATORY”, “MUST”, “ESSENTIAL”, SHALL”, “WILL”, “IT IS REQUIRED”, AND “REQUIRED”. IF a MANDATORY REQUIREMENT is not complied with, the proposal will be considered NON-RESPONSIVE and will not receive any further consideration. In the context of this RFP, Non-Responsive, Non-Compliant and Non-Valid shall each be taken to mean the same as the other.

NOTICE TO BIDDERS: The following documents are enclosed and form part of this bid package:

RFP #NRCan-5000016684, including all Parts, Appendices and Annexes as listed in the Table of Contents below.

The Bidder acknowledges that all of the aforementioned documents were received in its bid package. It is the responsibility of the Bidder to verify the inclusion of all documents, and to obtain copies of any missing items by contacting the Contracting Authority (CA) as identified on Page 1 of this RFP. Failure to obtain any missing document(s) shall not relieve the Bidder from compliance with any obligation imposed by the RFP, nor excuse the Bidder from the guidelines set out therein.



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PART 1: GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into four (4) parts plus 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: Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 4: Resulting Contract Clauses:** includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

Annex "A" - Statement of Work,
Annex "B" - Financial Proposal,
Annex "C" - Technical Evaluation Criteria,
Annex "D" - Certifications,

2. Summary

By means of this RFP, NRCan is seeking proposals from Bidders to scan the official survey plans and fieldbooks collected within the Canada Lands Survey Records (CLSR).

The period of the contract shall be from date of award of contract to **March 31, 2016**, with the option to extend the period of the contract for an additional **one (1)** year, under the same terms and conditions.

There is a security requirement associated with this requirement. For additional information, consult Part 2 - Bidder Instructions, and Part 4 - Resulting Contract Clauses. Bidders should consult the "Security Requirements for PWGSC bid Solicitations - Instructions for Bidders (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

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

PART 2: BIDDER INSTRUCTIONS

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](#) issued by Public Works and Government Services Canada (PWGSC).

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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements**, are incorporated by reference into and form part of the bid solicitation.

In the complete context (except Section 3):

DELETE: Public Works and Government Services Canada (PWGSC)
INSERT: Natural Resource Canada (NRCan)

Section 3 - Integrity Provisions of 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

DELETE: in its entirety

Section 2 - Procurement Business Number of 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

DELETE: Suppliers are required to...
INSERT: It is suggested that supplier are required to...

Subsection 5.4 - Submission of Bids of 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

DELETE: 60 days
INSERT: 120 days

Subsection 8.1 - Transmission by Facsimile of 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

DELETE: (819) 997-9776
INSERT: (613) 995-2920

Subsection 20.2 - Further Information of 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

DELETE: in its entirety

2. Submission of Bids / Bid Receiving Unit Address

It is the Bidders responsibility to ensure that proposals are delivered to the following location, by the time and date indicated on page 1 of this RFP document:

Natural Resources Canada
Bid Receiving Unit - Mailroom
588 Booth Street, Room 108
Ottawa, Ontario K1A 0Y7



Attention: Valerie Holmes

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

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

2.1 Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to NRCan will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **three (3)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

To comply with the [Code of Conduct for Procurement](#), bidders are obliged to alert the contracting authority to any factual errors that they discover in bid solicitations.

4. Security Requirement

There is no security requirement associated with this solicitation.

5. Bidder Financial Capacity

The Bidder may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their technical and financial capability to satisfy the requirements as stipulated in this RFP. If requested, financial information to be provided shall include, but not be limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer. Information requested by NRCan is to be provided by the Bidder as stipulated in the request by the Contracting Authority.

Should the Bidder provide the requested information to Canada in confidence, while indicating that the disclosed information is confidential, Canada will then treat the information in a confidential manner as provided in the Access to Information Act.

In the event that a proposal is found to be non-responsive on the basis that the Bidder is considered not to be financially capable of performing the subject requirements, official notification shall be provided to the Bidder by NRCan.

6. 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.

7. Disclosure of Information

Any information, data and/or Intellectual Property which is provided in a proposal and is demonstrably proprietary to a Bidder, shall be so identified specifically (by paragraph, table, figure) in the proposal, and Natural Resources Canada will endeavor to protect such proprietary information, data and/or Intellectual Property in accordance with the laws of Canada and its normal policies, regulations and procedures. Any financial data and information provided by Bidders for the purpose of this RFP will be treated as "Commercially Confidential" and kept in confidence by Natural Resources Canada unless expressly stated otherwise in this RFP. Such information will not be disclosed, in whole or in part, except on a need-to-know basis for the specific purpose of proposal evaluation and for the activities related to the process of contract award, as applicable. Unless it is required to do so by law, NRCan will not divulge such data and/or information to any third party.

8. Conflict of Interest

If NRCan determines the successful Bidder to be in a possible conflict of interest situation, the Bidder will be required, prior to entering into a contractual relationship with NRCan, to disclose any and all holdings and activities that could possibly be in a conflict, real or perceivable, with the mandate and objectives of NRCan. In the event that NRCan decides that action is necessary in order to remove such a conflict, the successful Bidder will be required to take such action (which may include divestiture of certain assets or ceasing to perform certain activities) prior to entering into a contractual relationship with NRCan.

9. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on **August 18, 2015 at 11:00 a.m.** at **615 Booth Street, Ottawa, Ontario, K1A 0E9, Room 558**. Bidders are requested to communicate with the Contracting Authority no later than **three (3)** days before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. However, NRCan reserves the right to deny requests if Bidders fail to comply with this timeline. NRCan may consider rescheduling based on availability of bidders, but no later than August 31, 2015. Failure to comply with this timeline could result in your bid being considered non-compliant. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

10. Basis for Canada's Ownership of Intellectual Property

The contract will not result in the development of any intellectual property.

11. Bid Preparation Instructions

Natural Resources Canada encourages the use of recycled paper and **two-sided printing**. Reduction in the size of documents will contribute to Natural Resources Canada's sustainable development initiatives and reduce waste.

In support of the Policy on Green Procurement, it is requested that bidders provide their bid in separately bound sections as follows:

HARD COPY:

Section I: Technical Bid - 4 copies (1 original, 3 copies)



Section II: Financial Bid - 1 copy, **under separate cover**. Prices related to the current solicitation must appear in the financial bid only and are not to be indicated in any other section of the bid; prices referenced in the financial bid should not to be repeated in any other section of the bid.

Section III: Certifications - 1 copy

OR:

ELECTRONIC STORAGE MEDIA:

Since NRCan is working towards a greener environment by eliminating all hard copy file folders, we prefer to have all bids on a CD/DVD or USB. If you wish to submit in this format, please provide the following:

Section I: Technical Bid - 4 copies (1 original, 3 copies)

NOTE: 1 CD/DVD/USB will contain: 1 Technical, sole Financial Bid, Certifications and signed first page
3 CD/DVD/USB will contain: just the Technical Bid

Section II: Financial Bid - 1 copy (included with original Technical Bid).

Section III: Certifications - 1 copy (included with original Technical Bid and sole Financial Bid)

Note: NRCan will accept either Hard copy or Electronic Media submitted bids. However, it is our preference that bids be submitted on Electronic Storage Media so that we can adhere to our Green Initiative.

No payment shall be made for costs incurred by the Bidder in the preparation and submission of a proposal in response to this RFP.

All fees, associated with the transfer of data or of all documents as may be required by NRCan as part of the solicitation process, are the responsibility of the Bidder. No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

NOTE: WHEN SUBMITTING A BID TO THIS SOLICITATION AND YOU USE A COURIER SERVICE, YOU ARE ADVISED TO WRITE THE BID SOLICITATION NUMBER, CLOSING DATE AND TIME ON THE FRONT OF THE COURIER PACKAGE; NOT JUST ON THE ENVELOPES WITHIN THE COURIER PACKAGE IN ORDER TO AVOID ANY UNCERTAINTY FROM OUR BID RECEIPT UNIT WHEN RECEIVING BIDS WITHOUT ANY INDICATION WHAT THEY ARE FOR.

- b) **Format of Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid :
- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - ii. use a numbering system that corresponds to the bid solicitation;
 - iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
 - iv. Include a table of contents.
- c) **Canada's Policy on Green Procurement:** The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process See the [Policy on Green Procurement](http://www.tpsgc-pwpsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwpsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:
- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
 - ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.



1. 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 must demonstrate their capability and describe their approach in a thorough, concise and clear manner for successfully carrying out the work as described in the Annex "A" - Statement of Work".

Bidders must respond to government bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid or contract documents, and submit bids and enter into contracts only if they will fulfill all obligations of the contract.

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 and may result in a loss of points. 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.

It is the responsibility of the Bidder to obtain clarification of the requirements contained in the RFP, if necessary, prior to submitting a proposal. The Bidder must provide sufficient details in its proposal to substantiate compliance with what is required; all professional experience must be fully documented and substantiated in the proposal(s).

In the event of a proposal submitted through contractual joint venture, the proposal shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. (All members of the joint venture shall be jointly and severally or solidarily liable for the performance of any resulting contract awarded as a result of a joint venture.)

2. Page 1 of the RFP Document

It is mandatory that all bidders sign their submitted proposal. It is requested that all bidders complete, sign and date Page 1 of this RFP (including the name of the submitting organization, the name of the authorized signing person, appropriate addresses, telephone and facsimile numbers and business contact) prior to submitting their proposal. As the signature indicates a clear acceptance of the terms and conditions set out in the RFP, it is the Bidder's responsibility to ensure that the signatory has the authority within its organization to commit the Bidder by making such a contractual offer.

As per article 1 of Part 2, the Bidder hereby agrees, by submitting his/her proposal in response to this RFP, to all the instructions, terms, conditions and clauses detailed herein.

3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex "C"- Financial Proposal. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing will be applied as the initial conversion factor for the specified currency.

Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada.

4. Section III: Certifications

Bidders must submit the certifications as per Annex "D".

PART 3: EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria and in conjunction with Annex “A” - Statement of Work;
- (b) If the Bidder is deemed non-responsive as a result of evaluation, the bid will be set aside and not considered for contract award.
- (c) The proposed successful bidder will be determined in accordance with the contractor selection method stated in this Part.
- (d) All proposals shall be treated as CONFIDENTIAL and will be made available only to those individuals authorized to participate in the evaluation process. All bidders will be subject to the terms of the *Access to Information Act* and to other applicable law or orders of courts or other tribunals having jurisdiction.
- (e) An evaluation team will evaluate the proposals on behalf of NRCan. While the evaluation team will normally be comprised of representatives of NRCan, it *may* also include representatives from other Government Departments and Agencies or third party participants as selected by NRCan.

2. Rights of NRCan

NRCan reserves the right to:

- seek clarification or obtain verification of statements made in a proposal;
- reject any or all proposals received in response the bid solicitation;
- enter into negotiations with bidders on any or all aspects of their proposal;
- accept any proposal in whole or in part without prior negotiation;
- cancel the bid solicitation at any time;
- reissue the bid solicitation;
- verify any or all information provided by the Bidder with respect to the solicitation including references;
- retain all proposals submitted in response to the solicitation;
- declare a proposal non-responsive if NRCan determines during the evaluation phase that the Bidder does not have the legal status, the facilities or the technical, financial and/or managerial capabilities to fulfill the requirements stated herein;
- discontinue the evaluation of any proposal which is determined, at any stage of the evaluation process, to be non-responsive.

3. Basis of Selection

Only those bids that are deemed to be responsive (compliant) will be evaluated under the basis of selection:

Highest Combined Rating of Technical Merit and Price

The responsive (compliant) Bidder with the highest combined rating of technical merit (**70%**) and price (**30%**) will be recommended for award of a contract. See the following example table below.



Example of 70% Technical Merit and 30% Price Determination			
	Bidder 1	Bidder 2	Bidder 3
Technical Points Achieved by Bidder	88	82	76
Price Quoted by Bidder	\$85,000	\$80,000	\$75,000
CALCULATIONS			
	Technical Points Achieved	Rated Price Points Achieved	Total Points Achieved
Bidder 1	$\frac{88}{*88} \times 70 = 70.00$	$\frac{**75}{85} \times 30 = 26.47$	96.47
Bidder 2	$\frac{82}{*88} \times 70 = 65.23$	$\frac{**75}{80} \times 30 = 28.13$	93.36
Bidder 3	$\frac{76}{*88} \times 70 = 60.46$	$\frac{**75}{75} \times 30 = 30.0$	90.46
*	Represents the highest technical score		
**	Represents the lowest priced proposal		

Assumption: Three responsive (compliant) bids have been received. The maximum technical score that can be obtained is 100 points. The highest technical score and lowest bid price receive full rated percentage and other proposals are pro-rated accordingly.

The winner is the Bidder scoring the highest Total Points as a result of applying the Best Value Calculations to the technical bid and the bid price respectively. Based on the above calculations a contract would be awarded to Bidder 1.

4. Sole Bid - Price Support

In the event that the Bidder’s proposal is the sole bid received and is deemed responsive, NRCan may request one or more of the following as acceptable price support:

- a) Current published price list indicating the percentage discount available to the federal government; and/or
- b) Paid invoices for like services sold to other customers; and/or
- c) A price certification statement; and/or
- d) Any other supporting documentation as requested.

5. Contract Award Notice/Bidder Proposal Evaluation Debriefing

A Contract Award Notice (CAN) will be prepared and published on the Government Electronic Tendering Service (GETS) hosted by Public Works and Government Services Canada’s website <https://buyandsell.gc.ca/> within seventy-two (72) days after award of any contract. Bidders may request and receive a de-briefing provided that a written request is received by e-mail at valerie.holmes@NRCan-RNCan.gc.ca no later than thirty (30) calendar days from the published date of the CAN.

Bidders are requested to direct any additional questions they may have respecting this competitive bid process to the Contracting Authority detailed herein.

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award



resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 4: RESULTING CONTRACT CLAUSES

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

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 dated _____. *(To be completed at contract award)*

2. Priority of Documents

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

- a) The Articles of Agreement;
- b) The General Conditions - Higher Complexity - Services 2035 (2015-07-03);
- c) The supplemental general conditions identified herein;
- d) Annex "A", Statement of Work;
- e) Annex "B", Basis of Payment; *(to be included at contract award)*
- f) The Contractor's bid dated _____ *(insert date of bid)*

3. Term of Contract

3.1 Period of Contract

The period of the Contract is from date of Contract award to **March 31, 2016** inclusive.

3.2 Option to Extend the Contract

NRCan reserves the right to extend the period of the contract for up to **one (1)** additional **twelve (12)** month periods, under the same terms and conditions and at the prices and/or rates stated in the contract.

The option may only be exercised by the Contracting Authority, at the request of the Project Authority, and will be evidenced, for administrative purposes only, through a contract amendment. NRCan may exercise the option, or any extension thereof, at any time by written notice to the Contractor at least 30 calendar days prior to the contract expiry date.

4. Standard Clauses and Conditions

Notwithstanding that they have not been expressly articulated, all clauses and conditions identified in the Contract by number, date and title are applicable and are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

4.1 General Conditions

General Conditions - Higher Complexity - Services 2035 (2015-07-03) 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).

4.2 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.

4.3 Intellectual Property

The contract will not result in the development of any intellectual property.

4.4 Supplemental General Conditions

The following clauses apply to this contract:

4.4.1 Dispute Resolution

Mediation

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

Arbitration

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

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

Meaning of "Dispute"

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

Organizations are encouraged to select from one of the following two options:

Option 1:

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.



Option 2:

Each party hereby:

- a) consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act to resolve a dispute between the parties respecting the interpretation or application of a term or condition this contract; and
- b) agrees that this provision shall, for purposes of section 23 of the Procurement Ombudsman Regulations, constitute such party's agreement to participate in and bear the cost of such process.

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.

4.4.2 Withholding Tax of 15 Percent

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15% of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

4.4.3 Foreign Nationals (Canadian Contractor) *(To be completed at contract award)*

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

OR

4.4.3 Foreign Nationals (Foreign Contractor) *(To be completed at contract award)*

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

4.4.4 Values and Ethics Code

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to, the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference. http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp

4.4.5 Closure of Government Offices

Contractor employees are personnel of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this contract and the said premises become non-accessible due to evacuation or closure of government offices and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of the closure.

5. Security Requirement

There is no security requirement associated with this requirement



6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Valerie Holmes**
 Title: Senior Procurement Officer
 Organization: Natural Resources Canada
 Address: 580 Booth Street, Ottawa, Ontario, K1A 0E4

 Telephone: (343) 292-8371
 Facsimile: (613) 947-5477
 E-mail address: valerie.holmes@nrcan-rncan.gc.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.

6.2 Project Authority (to be completed at time of 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. Payment

7.1 Basis of Payment – Limitation of Expenditure

7.1.1. Canada's total liability to the Contractor under the Contract must not exceed \$ (insert dollar value), Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

7.1.2. 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.

7.1.3. 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.



7.2 Method of Payment

Against invoices submitted monthly for charges incurred, and in accordance with the Basis of Payment and certification by the Project Authority that work performance was satisfactory and acceptable.

NRCan shall have up to twenty (20) business days from the date the Deliverables are received by NRCan within which to evaluate a maximum of 14,000 images. If, during that period, NRCan determines that the deliverables are not satisfactory or fail to meet the required specifications, NRCan shall provide the Bidder with a written notice. Invoice to be submitted upon confirmation of acceptance.

Payment by Her Majesty, to the contractor, for the work shall be made within thirty (30) days following the delivery and acceptance of all deliverables specified in the contract or the date of receipt of a duly completed invoice, whichever date is the later.

Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work, and upon presentation of invoices and any other substantiating documentation as Canada requires.

8. Invoicing Instructions

Invoices shall be submitted using one of the following methods:

E-mail:

Invoicing-Facturation@NRCan-RNCan.gc.ca

Note:

Attach "PDF" file. No other formats will be accepted

OR

Fax:

Local NCR region: 613-947-0987

Toll-free: 1-877-947-0987

Note:

Use highest quality settings available.

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

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

Contract number: <provided at time of contract award>

9. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or 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.

10. Applicable Laws

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



11. Contract Administration

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

ANNEX “A” - STATEMENT OF WORK

SW1 Introduction

Natural Resources Canada (NRCan) has a requirement to scan the official survey plans and fieldbooks collected within the Canada Lands Survey Records (CLSR). The building which currently houses the CLSR records will be vacated within the next three years and the documents require digitization in order to ensure their continued availability to support the business of the Surveyor General Branch. These are legal documents used to support land transactions and as a result special measures must be taken to ensure the integrity of the documents when digitized. These measures and requirements are detailed below.

SW2 Objective

The goal of this Statement of Work (SoW) is provide a summary of the work required to digitize these survey documents and ensure the high-integrity of these official Canada Land Survey Documents is preserved.

- i. The objectives include: Secure point-to-point transport of records to and from the CLSR vault to vendor facility.
- ii. Digitization of files and vendor assisted quality control to ensure integrity of digital records.
- iii. Vendor to perform 100% Quality Control (QC) on documents and certify the documents using PKI technology to digitally sign each lot as it passes vendor quality control. This will ensure integrity of the documents and assure their fidelity to the originals.
- iv. NRCan employee to perform a statically based quality assurance on documents prior to acceptance.
- v. Delivery of electronic files and physical documents returned undamaged to NRCan or other designated storage facility.

SW2.1 Application Requirements:

2.1.1 Preparation of Lots and Transport

The vendor must provide and take responsibility for secure, point-to-point transport of CLSR documents from the CLSR room at 615 Booth Street, Ottawa, Ontario to the facility where they will be scanned. This is to ensure a chain of custody.

- i. NRCan will prepare the CLSR documents in Lots to be processed by the vendor. Lots will be prepared in an ‘as-is’ state and the vendor will be required to make any necessary preparations to the plans, including repairs.
- ii. Files will be kept in the planhold cabinets, packed roughly 64 plans per cabinet. For QC purposes, each cabinet will be considered a lot.
- iii. The vendor will sign-off on lots as they pick them up from NRCan and assume responsibility for the documents. After scanning, the vendor will provide the digital images for QA on an ongoing basis. After the lot has passed QA, the lot will be physically returned to NRCan. The vendor will also provide a shipping manifest detailing the plans being returned.
- iv. Exact pickup schedules will be determined through a mutually agreeable arrangement with the vendor.

2.1.2 Scanning Preparation

- All scanning will be done on-site at the Vendor’s facility.



- The vendor will keep a log of the scanning for a specific lot including, the scanning operator, the time that a lot has begun scanning and when it is completed, as well as a confirmation that the vendor Quality Control was performed. The vendor will also be required to track metadata on the documents to ensure files can be easily located. Required metadata include the unique CLSR number, the Survey Date and the Canada Land that the document is associated with.
- For fieldbooks in binders or duo-tangs, the vendor will be responsible for removing the individual pages from the coverings and any fastenings that may be present in, including staples, paper clips, tape etc...
- Hard-bound fieldbooks must not be unbound. They are required to be scanned with a book scanner, leaving the bindings intact.
- After scanning, loose duo-tang pages will be reassembled and repackaged for return.
- While at the vendor's facility, all documents must be kept in an office-type environment, free from any environmental hazards that may damage the files.

2.1.3 Scanning Specifications

- Files will be scanned in colour with a bit depth of 24 bit RGB/GS, at a resolution of 300 DPI and in pdf/a-2b, or pdf/a-1b format.
- The order of field book pages in the resulting pdf/a-2b/1b digital file must match the original document, including oversized pages.
- The scale for all scanned documents is 1:1 with the original document.
- DPI and bit depth can be changed by the vendor, if necessary for enhancing some images. Any setting used by the vendor must be compliant with QC detailed in section 2.1.5.
- Prior to issuance of the contract, the vendor will provide a sample scan of a lot and NRCan will evaluate whether or not the scanning specifications are satisfactory, the vendor and an NRCan employee will make necessary adjustments. NRCan reserves the right to request any changes to scanning in order to produce quality images.
- All scanning equipment should be regularly maintained and calibrated in accordance with the manufacturer's specifications and in accordance with ANSI/AIIM MS44 - Recommended Practice for Quality Control of Image Scanners.
- Prior to scanning, the contactor will provide a procedural guide dictating the scanning procedures for converting the documents into electronic form. This guide should include a methodology for the conversion, as well as QC procedures. Scanning settings and methods should be designed in accordance with the guidelines outlined in: CAN/CGSB-72.11-93-Microfilm and Electronic Image as Documentary Evidence. NRCan will evaluate this document and request any necessary changes.

2.1.4 Scanning Indexing

- Survey plans will be saved as individual pdf/a-2b/1b documents. Multi-page survey plans will be saved as multi-page pdf/a-2b/1b. Survey plan files should be named according to the CLSR number on the document. This CLSR number will also be identified in the listing sent to the vendor with the shipment.
- Each fieldbook will be saved in multi-page pdf/a-2b/1b format and the files names with the document's CLSR number.

2.1.5 Vendor Quality Control (QC)



- The vendor is responsible to perform a QC on 100% of the scanned images.
- The vendor shall submit a summary and description of Quality Control procedures to be employed during the contract. This is part of the mandatory evaluation criteria and should be part of the procedural guide requested as part of requirement 2.1.3.
- Faithful digital reproductions will support production of legible printed facsimiles when produced in the same size as the originals. Refer to appendix A for specific details.
- As part of the vendor quality control process, the vendor will digitally sign a lot of pdf/a-2b/1b plans, which will confirm that vendor QC has been completed and the image is a faithful reproduction of the original.

2.1.6 NRCan Quality Assurance and User Acceptance

- Contractor to provide facilities for NRCan staff to conduct quality assurance of each lot at their scanning location.
- Upon receipt of the electronic files, NRCan will review a random sampling of files from each lot and verify that they are in accordance with the Quality Control specifications outlined in appendix A.
- If any images fail to meet the Quality Control specifications, all lots reviewed during NRCan's Quality Assurance process will be re-scanned at the cost of the vendor. See appendix B for a detailed description of the NRCan quality assurance process.
- Once NRCan has completed this review, the files are accepted and the physical documents can be returned to NRCan, or another designated storage facility.

2.1.7 Return of Files and Delivery of Electronic Images

- At the end of this contract, all survey document files, metadata files and activity logs associated with the scanning process will be transferred to NRCan on a portable hard drive, FTP or any other approved means in accordance with PWGSC and RCMP standards. This includes scanning logs, Quality Control materials and other indexing logs.

2.1.8 Security

- Subcontracts are **NOT** to be awarded without the prior written permission of the project authority
- The vendor is requested to have a valid PKI key, which will be used to sign and certify each lot after Quality Control is completed. If a PKI key is not available, NRCan can make provisions to provide one.

2.1.9 Project Schedule

- This project will take place in three phases.
 - **Phase 1** - Scanning of sample lot and acceptance of scanning methodology document. (2 weeks after awarding of contract)
 - **Phase 2** - Scanning of survey plans. (to be concluded March 31st, 2016)
 - **Phase 3** - Scanning of Field books. (To be concluded March 31st, 2017)
 - See section 7 'MILESTONES' for more detail about project schedule.



SW3 Background

The Surveyor General Branch (SGB) is responsible (as described by both federal and territorial acts and regulations) to manage all surveys on Canada Lands and to act as custodian to all the original plans, journals, field notes and other documents connected with those surveys indefinitely. For many years, the Canada Lands Survey Records (CLSR) system, a physical repository of all public survey records has supported this obligation.

In 2012 SGB implemented a re-engineering and modernization plan and as a result identified a need to convert the existing paper based Canada Lands Survey Records system to an electronic repository and registration system.

Alongside this shift towards managing digital records, the Surveyor General Branch will be vacating the building where the records are currently stored. These records require storage in a climate controlled, archival type environment. No facility is currently available that fulfils this requirement; therefore digitization is necessary for converting the physical documents to authoritative digital documents, while the physical documents are permanently archived. The survey files have been scanned under a prior contract, and this contract will focus on the digitization of the survey plans and fieldbooks.

SW4 Scope

The scope of the work will be the conversion of the survey plans and fieldbooks contained in the CLSR into a digital collection. The vendor will be responsible for transportation, scanning, quality control and return of the physical records in accordance with the specifications detailed in this document. There is approximately 84,000 survey plans of varying sizes in addition to approximately 600,000 pages contained in fieldbooks (approximately 50% will be hardbound books, with the other portion in binders/duo-tangs).

The contractor must digitize the documents at their facility and ensure that the integrity and the safety of the original documents are preserved throughout the conversion project. The vendor will also be required to provide a working space (including access to a computer, with all required software) for an NRCan employee to complete QA at the vendor's facility prior to acceptance of a lot.

CLSR Records - Volume Description	
Record Series: CLSR Plans	<ul style="list-style-type: none"> Physical survey plans in various media types and sizes Age of plans range from current to over 100 years The majority of the estimated 70,000 CLSR Plans are currently stored in 640 plan cabinets. Each cabinet is measured to be 16"x 16" x 40" or 6.0 cu.ft. Some plans are stored hanging and/or flat in drawers Inventory contains approximately 1,000 multi-sheet plans (2-80 pages) that require grouping and are to be treated as one document 3,845 cu.ft. of storage is required for plans
CLSR Plans	Total
Linen	17,000
Cardstock	1,000
Paper Stock	1,000
Mylar	65,000
Total	84,000



Records Series: Field books	<ul style="list-style-type: none"> • Physical note books - paper hand written • Bound and unbound books stored on shelving • Approximately 45% of books are hardbound • Estimate: 17,000 field books • Estimated number of pages 600,000, average of 35 pages per book • Storage estimate: 422 Ln. Ft. / 452 cu.ft.
CLSR Field books	Total
Hardbound	270,000
Aerial Photos	50
Other	329,950
Total	600,000

SW5 Applicable Documents and Information

NRCan will provide the vendor with a document detailing the specific Quality Assurance process that NRCan will use for their user acceptance of scanned documents.

SW6 Deliverables

SW6.1 Sample Scan and Methodology Document

After the contract has been awarded, the contractor will scan a sample lot prior to beginning the scanning, the vendor will be required to process a sample lot of plans and develop a scanning methodology document, which describes in detail the scanning and conversion process, which conforms to the scanning and indexing specifications listed in sections 2.1.3 and 2.1.4. The Project Authority reserves the right to make alterations to this document as necessary to meet their requirements. This will be required for both Phase 2 (Survey Plans) and Phase 3 (Fieldbooks) of this contract.

SW6.2 Quality Control Log

The vendor must maintain a quality control log including: a) The time each lot began scanning, b) the name of the scanning operator and, c) a confirmation that Quality Control was performed on that lot according to the specifications in appendix A. This will be included with each lot when they are submitted to the project authority for Quality Assurance.

SW6.3 Files and Physical Originals

The vendor must provide the project authority with a minimum of 10,000 images for Quality Assurance on a monthly basis after the acceptance of the sample lot and methodology document is completed. All files shall be delivered digitally encrypted using a valid PKI certificate and organized according to their corresponding lots. Files will be provided in PDF/A-1b format on a portable hard-drive. Quality control log will be included for these images.

SW6.4 Final Delivery of Files

After the Project Authority has accepted the lots, all physical originals are required to be returned to a facility designated by the Project Authority by the vendor repackaged and in an undamaged state. At the end of the project, the vendor will provide the Project Authority with a hard drive containing all the plans scanned during the contract.



SW7 Milestone Schedule

The following is the Milestone Schedule for this contract:

Milestone	Description	Delivery Date
1	Phase 1: Sample Lot Scan and Methodology Document complete	2 weeks from award of contract
2	Phase 2: Scanning of Survey Plans (@84,000 plans) A minimum of 12,000 images scanned monthly that will require QA by NRCan.	Monthly (upon NRCan QA approval) To be fully completed by March 31, 2016.
3	Option #1: Phase 3: Scanning of Field Books (@600,000 pages) A minimum of 65,000 images scanned monthly that will require QA by NRCan.	Monthly (upon NRCan QA approval) To be fully completed by March 31, 2017.

SW8 Constraints

The contractor may be required to prioritize the scanning of certain files on an ad-hoc basis, if required. In order to mitigate potential transportation risks, the vendor’s facility where the conversion work will be done must be located in either Ontario or Quebec.

SW9 Language

All work, including tasks and deliverables, will be completed in either French or English.



APPENDIX “A” - QUALITY CONTROL

Quality Control	
Objective	<p>Defn: Quality Control (QC) is an integral component of a digital imaging initiative to ensure that quality expectations have been met. It encompasses procedures and techniques to verify the quality, accuracy, and consistency of digital products.</p>
Quality Control	<p>Scanning vendor must provide Quality Control of the conversion process:</p> <ul style="list-style-type: none"> • Test images for compliance with documented specifications. • Each image must be quality controlled for resolution, density, speckling, skewing, 100% accuracy, and sensitivity and other controls are to be adjusted to improve the quality of the captured image. • A sampling set of digitally imaged documents must be generated for validation at the start of the work. • Work will not continue until acceptance is received from the Technical Authority - NRCan SGB • Approval process for image quality by technical/project authority: <ul style="list-style-type: none"> • Process is done in batches as per an agreed workflow and specified sequence of documents. • Scanning Vendor is to provide 100% - edge to edge review • Correct metadata and naming conventions • Size and positioning • Acceptable border and margins on page • Image completeness and cropping of images • Files represent one single page, or multi-page in the case of Fieldbooks and multi-sheet plans. • File formats including extensions, bit depth, image type and resolution • Vendor to perform post Virtual rescan (VRS) modifications, which includes image orientation cleanup and blank page deletion. VRS will adjust for de-speckle, de-skew, markings and clean up, modifying for scale accuracy and size adjustment • Vendor provides NRCan with batch approval and transfers imaged files via agreed format FTP or media as agreed to in project plan. • Quality Control consists of a paper to image comparison, a review of image quality and document separation. The level of quality control is 100% for CLSR Plans and Field book. • Supplier to perform post Virtual rescan (VRS) modifications that include image orientation cleanup, blank page deletion. VRS will adjust for de-speckle, de-skew, markings and clean up. • All files must open with encryption intact upon receipt by the project authority.
Recommendation	<ul style="list-style-type: none"> • QC for CLSR Plans and Field books at 100% • The QC process would take place at the vendor facility based on NRCan developed QC objectives that satisfies the TRA for plans, fieldbooks and survey files. The QC recommended is 100% for Survey Plans, Field Books and Survey Notes



APPENDIX “B” - SGB QA PROCESS FOR CLSR FILES

1. Plans will be prepared in lots of roughly 64 plans each. This will represent a ‘lot’ for the Quality Assurance (QA) process.
2. Each lot will have an inventory cover sheet on it which will include the following information about the contents:
 - a. The CLSR plan or fieldbook number (this is what each pdf file should be named. i.e. 102345 CLSR ON).
 - b. The Canada Lands (i.e. Akwesasne Indian Reserve No. 59)
 - c. Surveyor Name
 - d. Date of Survey
3. An NRCan representative will perform a QA prior to accepting the lot as completed on site at the vendor’s facility. This QA will be a physical review of a sampling of scanned images from a given lot. This sampling is determined as follows:
 - a. QA will begin by using a ‘strict’ sample of 10 of random images from a lot. Multi-sheet plans, we will treat them as one image. If a multi-sheet plan is identified in the random sampling, all images in the multi-sheet file will be examined.
 - b. If those 10 images are acceptable, the lot is accepted and the next lot will be evaluated.
 - c. If any images in that next 10 are rejected, both lots are re-sent for re-scanning and correction at the expense of the vendor. After a total of five consecutive lots pass approval under the strict sampling, the sample size will be reduced to the ‘normal’ sample size.
 - d. Under the ‘normal’ sampling process, the QA for all subsequent lots will use a smaller sample of 5 random images and the threshold for acceptance will be on a lot per lot basis, however if a lot fails under the ‘normal’ process, it will be rejected and returned for corrections at the vendor’s cost.
 - e. Once the lot fails under this ‘normal’ process, the threshold for QA will go back to the ‘strict’ process and require 5 consecutive lots in order to proceed with the ‘normal’ QA process.

ANNEX “B” - TECHNICAL EVALUATION CRITERIA

B1 Mandatory Technical Criteria

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

The Bidder should address clearly and in sufficient depth the points that are subject to the evaluation. 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, and under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific page number and paragraph where the subject topic has already been addressed.

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 will provide a procedural guide containing specifications and proposed scanning methodology for the project. This document should also include a description of the Quality Control measures the bidder will employ to ensure 100% Quality Control is confirmed. This guide will be submitted as part of the technical bid and is a mandatory requirement for the bid. This procedural guide will be reviewed by NRCan and necessary changes will be made after evaluating a sample lot of scans prior to commencing the contract.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder’s Proposal
M1	<p>The Bidder’s Capacity to Process Images within Canada:</p> <p>The Bidder MUST have completed, within the last three (3) years from bid closing, a minimum of one (1) project that is similar* in nature to this requirement. The project description should include the following:</p> <ul style="list-style-type: none"> • Volume and type of media processed; • Project duration • Client reference (organization name, contact name, title, phone number and email address) <p>*Similar projects are defined as any project that converted a minimum of 5,000 - large format architectural or technical drawings / plans.</p> <p>Note: Project could have started prior to the last three (3) years but MUST have been completed within the last three (3) years.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	<p>The Bidder MUST submit Quality Control Procedures (see SOW 2.1.2 and 2.1.3 for reference) which must include, but not limited to quality control procedures such as:</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
	<ul style="list-style-type: none"> Written processes and guidelines Training plans and materials for employees/agents <p>This will also require that the Bidder identifies having a valid PKI key to sign and certify lots after Quality Control is completed.</p>		
M3	<p>The Bidder MUST submit a Project Plan, which shall include:</p> <ul style="list-style-type: none"> Assignment of a Project Manager or Lead and hours of availability Proposed schedule/milestones in keeping with the project deadline A detailed scanning methodology that meets the requirements for scanning specifications outlined in Section 2.1.3 of the SOW 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M4	<p>The Bidder MUST include a transportation plan, specifically identifying how the Bidder expects to coordinate delivery of documents to/from the CPC location. This must include transportation in an enclosed truck and secure, direct point-to-point transfer from NRCan to the vendor's facility.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M5	<p>The Bidder MUST attend the Mandatory Site Visit to inspect the collection.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M6	<p>The Bidder MUST provide three (3) current* references for similar** scanning projects that can validate the experience and workmanship of the Bidder.</p> <p>The Bidder is requested to provide the following for each reference:</p> <ul style="list-style-type: none"> Name of Organization Contact Name Telephone Number Email Address <p>*Current is defined as within the last three (3) years from bid closing</p> <p>**Similar projects is defined as any project that converted large format architectural and/or technical drawings/plans.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

B2 Point Rated Technical Criteria



Each Technical Bid that meets all the Mandatory Requirements specified above will be evaluated and scored in accordance with the following point-rated evaluation criteria table(s). Each point rated technical criterion should be addressed separately.

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

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

Only those proposals which are responsive (compliant) with all of the mandatory criteria and then achieve (or exceed) the stated minimum points OR percentage required for the point rated technical criteria section (will be further considered for award of a contract. Proposals not meeting the minimum points OR percentage required will be deemed non-responsive.

Item	Rated Requirements	Points Breakdown	Max Points	Demonstrated Compliance, cross reference to Resume
R1	<p>Project Experience - Plans</p> <p>The Bidder should demonstrate its capacity to process images (converted from physical to digital format).</p> <p>The Bidder will be awarded points for experience with imaging and indexing similar* projects. Including:</p> <ul style="list-style-type: none"> • Volume and type of media processed; • Project duration; and • Client reference (organizational name, contact name, title, phone number and email) <p>*Similar projects are defined as any project that converted large format architectural and technical drawings/plans.</p>	<p>20 points: 1 or more projects which converted more than 100,000 large format technical or architectural plans/drawings, including documents that are in excess of 100 years in age</p> <p>15 points: 2 or more projects which converted more than 30,000 large format technical or architectural plans/drawings</p> <p>5 points: 2 or more projects which converted more than 10,000 large format technical or architectural plans/drawings</p>	20	
R2	<p>Project Experience - Fieldbooks</p> <p>The Bidder should demonstrate its capacity to process images (converted from physical to digital format).</p> <p>The Bidder will be awarded points for experience with imaging and indexing similar* projects, including:</p> <ul style="list-style-type: none"> • Volume and type of media 	<p>20 points: 1 or more projects converting more than 30,000 hardbound and loose notebooks at Bidder’s facility</p> <p>15 points: 1 or more projects converting more than 30,000 hardbound and loose notebooks at Bidder’s facility or</p>	20	



Item	Rated Requirements	Points Breakdown	Max Points	Demonstrated Compliance, cross reference to Resume
	<p>processed</p> <ul style="list-style-type: none"> Project duration Client reference (organization name, contact name, title, phone number and email). <p>*Similar projects are defined as any project that converted bound and unbound books.</p> <p>Note: There is a requirement for hardbound books to be kept intact. Proposal should demonstrate a capacity to scan hardbound books intact, either by the Bidder or through a subcontractor. If the Bidder will use a subcontractor, provide contact information for the subcontractor.</p>	<p>through subcontractor</p> <p>10 points: 1 or more projects converting more than 15,000 hardbound and loose notebooks at Bidder's facility or through subcontractor</p> <p>5 points: 1 or more projects converting more than 5,000 hardbound and loose notebooks at Bidder's facility or through subcontractor</p>		
R3	<p>Project Manager</p> <p>The Bidder should submit a detailed CV for the proposed Project Manager identifying Project Management in the imaging business work experience and experience leading *projects similar in scope and complexity.</p> <p>*Projects similar in scope and complexity means:</p> <ul style="list-style-type: none"> Volume of images converted from paper to digital, with associated capture and indexing is over 1,000,000 images converted within 1 calendar year and that source documents are large-format drawings/plans and hardbound books/loose notebooks 	<p>Project Management experience in the imaging business:</p> <p><5 years 3 5 - 9 years 7 ≥10 years 10</p> <p>Project Experience:</p> <p><2 projects 3 2 - 5 projects 7 ≥5 projects 10</p>	20	
R4	<p>Quality Control/Quality Assurance Procedures</p> <p>Bidder should submit quality control (QC) procedures which shall include (but are not limited to) the following:</p> <ul style="list-style-type: none"> Written processes and guidelines Training plans and materials for employees/agents Performance management mechanisms to ensure quality work by employees/agents 	<p>5 points: Written control procedures</p> <p>10 points: Written quality control procedures AND training plans for employees</p> <p>15 points: Written quality control procedures AND training plans AND training materials for employees</p>	20	



Item	Rated Requirements	Points Breakdown	Max Points	Demonstrated Compliance, cross reference to Resume
		<p>20 points: Written quality control procedures AND training plans AND training materials for employees AND performance management mechanisms</p>		
R5	<p>Project Resources</p> <p>Bidder should submit a detailed summary of resources devoted to the project, which shall include the following:</p> <ul style="list-style-type: none"> • Type and number of scanning equipment • Number of staff with years of related experience performing work 	<p>10 points: More than two (2) wide format scanners dedicated to project</p> <p>5 points: Two or fewer wide format scanners dedicated to project</p> <p>10 points: Top-down document scanner for scanning fieldbooks</p> <p>5 points: for each scanning operator with greater than three (3) years of experience (maximum 15 points)</p>	35	
Total Points Available:			115	
Total Points Needed to be Considered Compliant (50%):			58	

ANNEX “C” - FINANCIAL PROPOSAL

C1 Taxes as Related to Bids Received

For Canadian-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable **included**, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, **excluded**;

For foreign-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) and **exclude** Canadian customs duties, excise taxes and GST or HST, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders. If the prices submitted in the financial proposal are not in Canadian Funds the exchange rate in effect on the date of bid closing will be applied for evaluation purposes only.

C2 Pricing Details to be Provided in Financial Proposal

The Bidder hereby offers to NRCan, as requested by the Minister, to furnish all necessary expertise, supervision, materials, equipment and other items necessary to performing the work as described in the statement of work of this Request for Proposal and in accordance with the terms and conditions of the Request for Proposal, to the satisfaction of the Minister, or his or her authorized representative, for the following price(s).

Bidders must provide financial details as requested in this Annex. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.

C2.1 Milestone Payments

Bidder tendered all-inclusive ceiling price to perform the work is \$_____ in Canadian funds, GST/HST excluded. Any Travel and Living Expenses, in accordance with Treasury Board Guidelines, and other miscellaneous expenses must be included in the firm price. The ceiling price tendered will be payable in milestone payments.

The Bidder will complete the milestone schedule below by providing its proposed firm milestone amounts for the work:

Milestone	Description	Delivery Date	Firm Price per Image	Estimated # of Images	Total Estimated Cost
1	Phase 1: Sample Lot Scan and Methodology Document complete	2 weeks from award of contract	\$		
2	Phase 2: Scanning of Survey Plans (estimated 84,000 plans) A minimum of 10,000 images scanned monthly that will require QA by NRCan.	Monthly To be fully completed by March 31, 2016.	\$	84,000	
3	Option #1: Phase 3: Scanning of Field Books (estimated 600,000 pages) A minimum of 65,000 images scanned monthly that will require QA by NRCan.	Monthly To be fully completed by March 31, 2017.	\$	600,000	



Total Bid Price:			\$	

The Pricing Details provided above are to be all-inclusive firm prices and will be used for contract award. It is only an approximation of the requirements and is not to be considered as a contract guarantee.

ANNEX “D” - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

Certifications Precedent to Bid Closing

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1. Federal Contractors Program for Employment Equity - \$200,000 or more

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form [LAB 1168](#), Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;



(d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the [FCP](#) is available on the HRSDC Web site.

Signature of Authorized Company Official

Date

2. Former Public Servant Certification

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

"Former public servant" means a 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 and includes:

- (a) An individual;
- (b) An individual who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) 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 Public Service.

"pension" means, in the context of the fee abatement formula, 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 (FPS) in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

- (a) Name of former public servant;
- (b) Date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? 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: _____
 Number of weeks: _____
- (g) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

Contract Number:

Contract Value:

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. Failure to comply with the request may result in the bid being declared non-responsive.

Signature of Authorized Company Official

Date

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.

Signature of Authorized Company Official

Date



5. Contractual Capacity and Joint Venture Contractual Capacity

The Bidder shall have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business.

Joint Venture - a joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e., formed through a contractual agreement between the parties. The following information should be provided with the proposal: type of joint venture (incorporated or contractual), the names and addresses of the members of the joint venture.

If a Contract is awarded to a contractual joint venture all members of the joint venture shall be jointly and severally or solidarily liable for the performance of the contract.

6. Aboriginal Designation

An Aboriginal business, which can be:

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

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

OR

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

This is to confirm:

- Our Company is an Aboriginal Firm, as identified above
- Our Company is NOT an Aboriginal Firm

Signature of Authorized Company Official

Date

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature of Authorized Company Official

Date