RFP # NRCan- 5000038976 Return Bids to: Title - Sujet Retourner Les Soumissions à : Policy Writer for The CGDI - The Division and the Infrastructure Natural Resources Canada Solicitation No. - No de l'invitation Date NRCan-5000038976 June 11, 2018 Len.Pizzi@Canada.ca Requisition Reference No. - Nº de la demande 145789 Solicitation Closes - L'invitation prend fin Request for Proposal (RFP) at – à 02:00 PM (Eastern Daylight Savings Time (EDT)) Demande de proposition (DDP) on - le June 26, 2018 Proposal To: Natural Resources Canada Address Enquiries to: - Adresse toutes questions à: We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions Len.Pizzi@Canada.ca set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any Telephone No. - No de telephone Fax No. - No. de Fax attached sheets at the price(s) set out therefor. (905) 645-0831 (905) 645-0676 OR Proposition à: Ressources Naturelles Canada Destination - of Goods and Services: Nous offrons par la présente de vendre à Sa Majesté la Destination - des biens et services: Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés Natural Resources Canada ici sur toute feuille ci-annexée, au(x) prix indiqué(s). 580 Booth Street Ottawa, ON K1A 0E4 **Comments - Commentaires** Security - Sécurité Issuing Office - Bureau de distribution There is security requirements associated with this requirement Finance and Procurement Management Branch Vendor/Firm Name and Address Natural Resources Canada Raison sociale et adresse du fournisseur/de l'entrepreneur 183 Longwood Road South Hamilton, ON L8P 0A5 Telephone No.:- No. de téléphone: Facsimile No.: - No. de télécopieur: Name and Title of person authorized to sign on behalf of Vendor/Firm (type or Nom et titre de la personne autorisée à signer au nom du fournisseur/de

Signature

l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Date

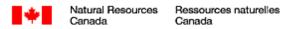


TABLE OF CONTENTS

PART 1	1 - GENERAL INFORMATION	5
1.1	Introduction	
1.2	SUMMARY	
1.3	Debriefings	5
PART 2	2 - BIDDER INSTRUCTIONS	6
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	6
2.2	SUBMISSION OF BIDS	
2.3	ENQUIRIES - BID SOLICITATION	
2.4	APPLICABLE LAWS	
2.5	IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	
2.6	BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY	
	3 - BID PREPARATION INSTRUCTIONS	
3.1	BID PREPARATION INSTRUCTIONS	8
PART 4	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1	EVALUATION PROCEDURES	10
4.2	BASIS OF SELECTION	10
PART	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	12
	6 - SECURITY REQUIREMENTS	
6.1	SECURITY REQUIREMENTS	17
	7 - RESULTING CONTRACT CLAUSES	
7.1	STATEMENT OF WORK OR REQUIREMENT	
7.2 7.3	STANDARD CLAUSES AND CONDITIONS	
7.3 7.4	SECURITY REQUIREMENTS	
7. 4 7.5	TERM OF CONTRACT	
7.6	COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAS)	
7.7	AUTHORITIES	
7.8	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
7.9	PAYMENT	
7.10	INVOICING INSTRUCTIONS	
7.11	CERTIFICATIONS	
7.12	APPLICABLE LAWS	
7.13	PRIORITY OF DOCUMENTS	
7.14	FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR)	22
7.15	INSURANCE	
7.16	CONTRACT ADMINISTRATION	22
ANNEX	("A" - STATEMENT OF WORK	24
ANNEX	("B" - BASIS OF PAYMENT	28
ANNEX	("C" - SECURITY REQUIREMENTS CHECK LIST	29

APPENDIX "1" - EVALUATION CRITERIA	 32
APPENDIX "2" - FINANCIAL PROPOSAL FORM	36

The Articles contains in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal 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.

Bidders with concerns regarding the provisions of the Bid Solicitation document (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 and the Security Requirements Checklist.

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

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders for....

- 1.2.1 The CGDI Division has a requirement to produce two Annual Reports:
 - One Annual Report for the activities of its three satellite stations and its Earth observation data dissemination infrastructure;
 - One Annual Report for the GeoConnections Program;

The audience for these Reports are the Minister, federal, provincial and territorial policy makers and stakeholders, and the Canadian public.

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

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <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
- Under Subsection 2 of Section 20: Not applicable

2.2 Submission of Bids

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

len.pizzi@canada.ca

IMPORTANT

It is requested that you write the following information in "Subject" of the e-mail:

NRCan-5000038976 - Policy Writer for The CGDI - The Division and the Infrastructure

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

NRCan will not assume responsibility for proposals directed to any other location.

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 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 three (3) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Basis for Canada's Ownership of Intellectual Property

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 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

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

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

Section I: Technical Bid

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

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix "2". 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.

Section IV: Additional Information

Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures

As indicated in Part 6 under Security Requirements, the Bidder must provide the full address(es) of the

Bidder's and proposed individual(s)' site(s) or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

The Company Security Officer (CSO) must ensure through the <u>Industrial Security Program (ISP)</u> that the Bidder and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 38 points overall for the technical evaluation criteria which are subject to point rating.
 The rating is performed on a scale of 95 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Declaration of Convicted Offences

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete
 list of names of all individuals who are currently directors of the Bidder or, in the case of a private
 company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder:
OR
Name of each member of the joint venture:

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:

name of former public servant;
date of termination of employment or retirement from the Public Service.
riding this information, Bidders agree that the successful Bidder's status, with respect to being a public servant in receipt of a pension, will be reported on departmental websites as part of the ed proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the nes on the Proactive Disclosure of Contracts.
orce Adjustment Directive
e Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force stment Directive? Yes () No ()
e Bidder must provide the following information:
name of former public servant;
conditions of the lump sum payment incentive;
date of termination of employment;
amount of lump sum payment;
rate of pay on which lump sum payment is based;
period of lump sum payment including:
 start date end date and number of weeks
number and amount (professional fees) of other contracts subject to the restrictions of a work adjustment program.
Professional fees Amount

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
 - a sole proprietorship ii.
 - iii. a limited company
 - a co-operative iv.
 - 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.

$\hfill \square$ Our Company is NOT an Aboriginal Firm, as identified a	bove.
\square 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. At the date of bid closing, the following conditions must be met:
 - the Bidder must hold a valid organization security clearance as indicated in Part 7 -Resulting Contract Clauses;
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 Section IV Additional Information.
- 2. For additional information on security requirements, Bidders should refer to the <u>Industrial Security Program (ISP)</u> of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

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

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

7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

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

7.3 Dispute Resolution

Mediation

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

Arbitration

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

Meaning of "Dispute"

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

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

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.
 - The Contractor/Offeror must, at all times during the performance of the Contract/Standing
 Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved
 Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial
 Security Directorate, Public Works and Government Services Canada.
 - The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
 - The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
 - 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
 - 5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b. Industrial Security Manual (Latest Edition).

7.4.2 Contractor's Site(s) or Premises Requiring Safeguarding Measures

7.4.2.1 The Contractor must diligently maintain up-to-date, the information related to the Contractor's and individual(s) site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following address(es):

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

7.4.2.2 The Company Security Officer (CSO) must ensure through the <u>Industrial Security Program (ISP)</u> that the Contractor and individual(s) hold a valid security clearance at the required level.

7.5 Term of Contract

7.5.1 Period of the Contract

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

7.6 Comprehensive Land Claims Agreements (CLCAs)

Not applicable.

7.7 Authorities

7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Len Pizzi

Title: Procurement Officer

Organization: Natural Resources Canada

Address: 183 Longwood Road South, Hamilton, ON, L8P 0A5

Telephone: (905) 645-0676 Facsimile: (905) 645-0831 E-mail address: len.pizzi@canada.ca

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

7.7.2 Project Authority (to be provided at contract award)

The Project Authority for the Contract is:

Name:

Title:

Organization: Address: Telephone: Facsimile:

E-mail address:

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

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

Name:

Title:

Organization: Address:

Telephone: Facsimile:

E-mail address

7.8 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information

will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.9 Payment

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" for a cost of \$ _____. Customs duties are included and Applicable Taxes are extra.

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

7.9.2 Method of Payment

Milestone Payments

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

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

7.10 Invoicing Instructions

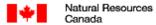
Invoices shall be submitted using one of the following methods:

E-mail:			
nrcan.invoiceimaging-servicedimageriedesfactures.rncan@canada.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: _____

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



7.11 Certifications

7.11.1 Compliance

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

RFP # NRCan- 5000038976

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.

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

7.14 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

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

OR

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

7.15 Insurance

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

7.16 **Contract Administration**

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

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



ANNEX "A" - STATEMENT OF WORK

1 Background

Policy Writer for The CGDI – The Division and the Infrastructure

The Canadian Geospatial Data Infrastructure (CGDI) Division manages the ground segment operations which includes receiving and disseminating Earth observation data from satellites of interest to Canada. Additionally the Division manages the delivery of the GeoConnections program.

To ensure interoperability of data, the Division establishes the national policy and standards frameworks governing the operations of the Canadian Geospatial Data Infrastructure (the Infrastructure). The Division also manages the Earth observation ground receiving stations in Inuvik, Gatineau and Prince Albert. The Division negotiates geospatial investment and data-sharing partnership agreements with federal, provincial and territorial governments; agreements on business development activities with foreign governments and international satellite; and other Earth observation data source service providers. The Division coordinates Canadian positions on critical geospatial information sharing and management issues in support of Canada's participation at the global level, for the Americas and for the circumpolar nations.

Canadian Geospatial Data Infrastructure (The Infrastructure)

The CGDI is an on-line resource that improves the sharing, access and use of geospatial information – information tied to geographic locations in Canada. It helps decision-makers from all levels of government, the private sector, non–government organizations and academia make better decisions on social, economic and environmental priorities.

The Division administers grants and contributions agreements under the GeoConnections program, a national partnership led by NRCan to facilitate access to and use of geospatial information in Canada through the development, integration and use of the Infrastructure. The Division provides briefings and advice on key issues, developments and proposals relating to infrastructure investments and the management of Canada's geospatial data infrastructure.

2 Requirement

The CGDI Division has a requirement to produce two Annual Reports:

- One Annual Report for the activities of its three satellite stations and its Earth observation data dissemination infrastructure;
- One Annual Report for the GeoConnections Program;

The audience for these Reports are the Minister, federal, provincial and territorial policy makers and stakeholders, and the Canadian public.

3 Scope

The Annual Reports should provide the following:

- Message from the Executive as identified by the Project Authority;
- Overview/Introduction;
- Vision/Mandate;
- Strategic objectives;
- Highlights of key activities and accomplishments that took place between April 1, 2017 and March 31, 2018.
- Highlight progress related to the Government of Canada key priorities; and
- Overview of objectives for future years.



The CGDI Annual Reports will identify progress and successes both qualitative and quantitative.

Data collection methods include information provided by the Project Authority, desktop research as well as consultations as identified by the Project Authority.

The CGDI Annual Reports will address the components of the CGDI – standards, policies, technology, framework data, as well as collaboration and leadership.

The resulting Annual Reports will be used to communicate CGDI progress and successes to the Minister, federal, provincial and territorial policy makers and stakeholders, and the Canadian public.

4. Milestone and Deliverables

4.1 General Requirements

The Annual Reports will be written as final products that are professional and publication-ready for public audiences and that:

- Are grammatically correct;
- Use consistent terminology, acronyms and a common voice throughout;
- Have an accessible and clear storyline;
- Have clear, logical and consistent structure, layout and formatting, including headings and section breaks (sections/sub-sections) throughout;
- Are balanced in the level and depth of material under each of the main headings, and are logically comprehensive (i.e., any missing sections or clear imbalances in level of content are flagged to the Project Authority for remedying);
- Use appendices where appropriate for content that cannot be readily presented in a manner consistent and balanced with the main body of the report;
- Are technically accurate;
- Make use of appropriate maps, images, pictures and other graphics;
- Have an executive summary that summarizes the reports' contents;
- Use plain, accessible language that is understandable to a lay audience, i.e., "non-legalese";
- Have streamlined headings, sub-sections and Tables of Contents;
- Have finalized Tables pf Content;
- Comply with the Government of Canada's Standard on Web Accessibility.

Each Annual Report should be approximately 5000 words or less.

Work Package Deliverables	Proposed Delivery Dates
Draft Reports	July 25, 2018
Final Reports	August 31, 2018

Milestones/Deliverables	Date
Milestone 1 – Kick-off	July 3 2018
Kickoff meeting	
 Project Authority to provide baseline information 	
Milestone 2 – Review meeting	July 13 2018
Review progress of the contractor on draft reports	



Project Authority to provide guidance to the contractor	
Contractor to identify issues and information gaps	
Millertone 2. Delivery of due for your sets	Luly 25 2019
Milestone 3 – Delivery of draft reports	July 25 2018
Milestone 4 – Review meeting	Aug 3 2018
Meeting to discuss draft reports	
Milestone 5 – Review meeting	August 16 2018
Review progress of the contractor on final reports	
Project Authority to provide guidance to the contractor	
Contractor to identify issues and information gaps	
Milestone 6 – Delivery of final reports	August 31, 2018
 Project Authority to provide guidance to the contractor Contractor to identify issues and information gaps 	August 31, 2018

5 Reporting Requirements

For each completed milestone, the Contractor will report progress to the Project Authority with an e-mail containing:

- Activities completed during the reporting period;
- Deliverables completed during the reporting period;
- Issues and concerns proposed strategies/steps;
- Major decisions / project changes.

6 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.

All completed work is expected in both Microsoft Word® and Adobe PDF® as well as five printed copies of the final report in both official languages.

At the request of the Contractor and upon approval of the Project Authority, the Contractor, the Project Authority and the NRCan subject matter experts can meet to discuss any issues raised by the Contractor.

For each product delivered, the Project Authority will take five (5) business days to review and comment on the deliverables.

7 Language of Work

English or French

Some of the information to be provided by NRCan is not available in French.

8 Other Terms and Conditions of the SOW

8.1 Contractor's Obligations

The Contractor shall:

- The successful contractor shall demonstrate that s/he has excellent English writing and editing abilities.
- Respect CGDI requirements with regards to proprietary information;
- Maintain all documentation in a secure area;
- Return all materials belonging to NRCan upon completion of the Contract;
- Submit all written reports in softcopy;
- Participate in teleconferences, as needed;
- Attend meeting at NRCan site in Ottawa.

8.2 NRCan's Obligations

NRCan shall:

- Provide feedback on or indicate acceptance of project deliverables within a reasonable, predetermined period of time;
- Provide access to relevant documentation and materials government and departmental policies and procedures, publications, reports, studies, etc. relevant to the project;
- Provide access to the Project Authority or delegate to provide guidance and answer questions as required.

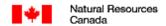
ANNEX "B" - BASIS OF PAYMENT

(to be completed at contract award)



ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST

		COMMON-P	18-063 S-SRCL#9 fd ticke + 145789
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Government of Canada	du Canada	T.	
			Security Classification / Classification de sécurité UNCLASSIFIED
	LISTE DE VÉRIF	SECURITY REQUIREMENTS CHECK LICATION DES EXIGENCES RELATIVE	.IST (SRCL) S À LA SÉCURITÉ (LVERS)
RT A - CONTRACT INFORM Originating Government Dep- Ministère ou organisme gouv	MATION / PARTIE / artment or Organiza	A - INFORMATION CONTRACTUELLE tion /	2. Branch or Directorate / Direction générale ou Direction
a) Subcontract Number / Nur			ss of Subcontractor / Nom et adresse du sous-traitant
Brief Description of Work / Br	rève description du	ravail	
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b) Will the supplier require a	ccess to unclassified	military technical data subject to the provision	ons of the Technical Data Control No Non Ou
sur le contrôle des donnée	es techniques?	echniques militaires non classifiées qui sont	assujetties aux dispositions du Règlement
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Le fournisseur ainsi que le	es employes auront-	cess to PROTECTED and/or CLASSIFIED in ils accès à des renseignements ou à des bier Question 7. c)	iformation or assets? ns PROTÉGÉS et/ou CLASSIFIÉS? Non Non Non Non Non Non Non No
		eau qui se trouve à la question 7. c) ners, maintenance personnel) require access	to restricted access areas? No access to No Ye
PROTECTED and/or CLA	ASSIFIED informatio	n or assets is permitted. eurs, personnel d'entretien) auront-ils accès à GES et/ou CLASSIFIES n'est pas autorisé.	à des zones d'accès restreintes? L'accès
c) Is this a commercial court S'agit il d'un contrat de m	er or delivery require essagerie ou de livr	ement with no overnight storage? aison commerciale sans entreposage de nuit	? V Non Ye
a) Indicate the type of inform	nation that the suppl		e d'information auquel le fournisseur devra avoir accès Foreign / Étranger
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b) Release restrictions / Res	strictions relatives à	la diffusion All NATO countries	No release restrictions
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Government Gouvernement of Canada du Canada

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Government Gouvernement du Canada

Contract Number / Numéro du contrat

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APPENDIX "1" - EVALUATION CRITERIA

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

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

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

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

1. TECHNICAL CRITERIA

1.1 MANDATORY EVALUATION CRITERIA

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

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	Education		
	The resource <u>MUST</u> possess a Degree in political science, foreign affairs, history, international relations, writing, journalism, communications, or other related field from a recognized post-secondary institution.		
M2	Experience		
	The bidder <u>MUST</u> possess a minimum of five (5) years of experience writing publications in English or French.		

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
М3	Security Clearance		
	The proposed resources <u>MUST</u> have a valid security clearance at the level of Reliability.		
	AND		
	The Bidder MUST hold the security clearance of the proposed resource(s) at time of bid closing or they MUST make a request to CISD at PWGSC for a duplicate of their clearance prior to bid closing.		
	NRCan reserves the right to request proof of this duplication taking place prior to bid closing.		

1.2 EVALUATION OF RATED CRITERIA

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

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

Proposals will be evaluated based on the following criteria:

Criterion ID	Point Rated Technical Criteria	Minimum Points /Maximum Points	Proposal Page #
R1	Policy Writing Experience	30	
	The bidder will be awarded six (6) points for each year of policy writing experience for up to a maximum of thirty (30) points.		
	Points Breakdown		
	Six (6) points per year of experience		
R2	Recent Policy Writing Experience	25	
	The bidder will be awarded five (5) point s per year of policy writing experience in excess of five (5) years within the last ten (10) years for up to a maximum of twenty-five (25) points		

	Points Breakdown		
	Five (5) points per year of policy writing experience in excess of five (5) years within the last ten (10) years for up to a maximum of twenty-five (25) points		
R3	Experience Writing Reports	20	
	The bidder will be awarded two (2) points per year of experience writing reports pertaining to earth observation, mapping, geospatial, and/or geographic information or policy content areas within the last ten (10) years up to a maximum of twenty (20) points		
	Points Breakdown		
	Two (2) points per year of experience writing reports pertaining to earth observation, mapping, geospatial, and/or geographic information or policy content areas within the last ten (10) years up to a maximum of twenty (20) points		
R4	Written Publication Experience	20	
	The bidder will be awarded five (5) points per written publication involving content consolidated from more than one government (e.g., federal/provincial/ territorial), department, or work unit (e.g., branch, directorate, division) within government, up to a maximum of twenty (20) points		
	Points Breakdown		
	Five (5) points per written publication involving content consolidated from more than one government (e.g., federal/provincial/ territorial), department, or work unit (e.g., branch, directorate, division) within government, up to a maximum of twenty (20) points		
	Total points	95	

2. FINANCIAL CRITERIA

2.1 MANDATORY FINANCIAL CRITERIA

2.1.1 FUNDING LIMITATION

The maximum funding available for the Contract resulting from the bid solicitation is \$50,000.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

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

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

APPENDIX "2" - FINANCIAL PROPOSAL FORM

1. FIRM PRICE - Milestone Payments

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

Milestone #	Description of Milestone	Milestone Firm Price (applicable taxes excluded)
1	Delivery of draft reports	\$
	35% of total contract	Ψ
2	Delivery of final reports	¢
	65% of total contract	Φ
	Total Firm Price for Financial Proposal Evaluation:	\$