



**Return Bids to :**

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

raymond.thai@canada.ca

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

***Proposal To: Natural Resources Canada***

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

***Proposition à: Ressources Naturelles Canada***

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

**Comments – Commentaires**

**Issuing Office – Bureau de distribution**

Finance and Procurement Management  
Branch  
Natural Resources Canada  
580 Booth Street, 5<sup>th</sup> Floor  
Ottawa, Ontario  
K1A 0E4

<b>Title – Sujet</b>	
<b>Summary of Activities for the Canada-Nunavut Geoscience Office (CNGO)</b>	
<b>Solicitation No. – No de l’invitation</b>	<b>Date</b>
<b>NRCan - 5000046901</b>	September 26, 2019
<b>Requisition Reference No. - N° de la demande</b>	
5000046901	
<b>Solicitation Closes – L’invitation prend fin</b>	
<b>at – à 02:00 PM (Eastern Daylight Savings Time (EDT))</b>	
<b>on – le November 22, 2019</b>	
<b>Address Enquiries to: - Adresse toutes questions à:</b>	
<u>raymond.thai@canada.ca</u>	
<b>Telephone No. – No de telephone</b>	
(343) 543-7427	
<b>Destination – of Goods and Services:</b>	
<b>Destination – des biens et services:</b>	
PO Box 2319 1106 Inuksugait Plaza (1-106H) Iqaluit, NU X0A 0H0	
<b>Security – Sécurité</b>	
There is no security requirements associated with this requirement.	
<b>Vendor/Firm Name and Address</b>	
<b>Raison sociale et adresse du fournisseur/de l’entrepreneur</b>	
<b>Telephone No.:- No. de téléphone:</b>	
<b>Facsimile No.:- No. de télécopieur:</b>	
<b>Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur (taper ou écrire en caractères d’imprimerie)</b>	
Signature	Date



**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION ..... 4**

1.1 INTRODUCTION.....4

1.2 SUMMARY .....4

1.3 DEBRIEFINGS .....5

**PART 2 - BIDDER INSTRUCTIONS ..... 6**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....6

2.2 SUBMISSION OF BIDS.....6

2.3 ENQUIRIES - BID SOLICITATION.....6

2.4 APPLICABLE LAWS.....7

2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD .....7

2.6 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY .....7

**PART 3 - BID PREPARATION INSTRUCTIONS..... 8**

3.1 BID PREPARATION INSTRUCTIONS .....8

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 9**

4.1 EVALUATION PROCEDURES.....9

4.2 BASIS OF SELECTION.....9

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION ..... 11**

**PART 6 - SECURITY REQUIREMENTS..... 16**

6.1 SECURITY REQUIREMENTS .....16

**PART 7 - RESULTING CONTRACT CLAUSES ..... 17**

7.1 STATEMENT OF WORK.....17

7.2 STANDARD CLAUSES AND CONDITIONS.....17

7.3 DISPUTE RESOLUTION.....17

7.4 SECURITY REQUIREMENTS .....18

7.5 TERM OF CONTRACT .....18

7.6 COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAs).....18

7.7 AUTHORITIES .....18

7.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....19

7.9 PAYMENT .....19

7.10 INVOICING INSTRUCTIONS .....20

7.11 CERTIFICATIONS .....21

7.12 APPLICABLE LAWS.....21

7.13 PRIORITY OF DOCUMENTS .....21

7.14 FOREIGN NATIONALS (CANADIAN CONTRACTOR) .....21

7.15 INSURANCE .....22

7.16 CONTRACT ADMINISTRATION .....22

**ANNEX “A” - STATEMENT OF WORK..... 23**

**ANNEX “B” - BASIS OF PAYMENT..... 26**

**APPENDIX #1 - EVALUATION CRITERIA..... 29**

**APPENDIX #2 – FINANCIAL PROPOSAL FORM ..... 32**



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.



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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Basis of Payment

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

### 1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders to provide technical scientific editing and translation of the Summary of Activities volume (SoA) for the Canada-Nunavut Geoscience Office (CNGO).

The deliverables are to be due no later than March 31, 2020 with the possibility of two (2), one (1) year option periods.

Final destination point: PO Box 2319, 1106 Inuksugait Plaza (1-106H), Iqaluit, NU, X0A 0H0

#### 1.2.1 Provisions of Trade Agreements

The requirement is subject to the provisions of the:

- Canadian Free Trade Agreement (CFTA);
- Comprehensive Economic and Trade Agreement (CETA);
- North American Free Trade Agreement (NAFTA);
- Canada-Korea Free Trade Agreement (CKFTA);
- Canada-Chile Free Trade Agreement (CCFTA);
- Canada-Columbia Free Trade Agreement;
- Canada-Honduras Free Trade Agreement;
- Canada-Panama Free Trade Agreement

#### 1.2.2 This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavut Land Claim Agreement



### 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 **fifteen (15)** working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The **2003** (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada.” **Delete:** “PWGSC” and **Insert:** “NRCan”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8:** Delete entirety
- **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:

[raymond.thai@canada.ca](mailto:raymond.thai@canada.ca)

#### **IMPORTANT**

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

**NRCan – 5000046901 – Summary of Activities for the Canada-Nunavut Geoscience Office (CNGO)**

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

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

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

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must



be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.4 Applicable Laws

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

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 **seven (7)** business 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:

**(6.4.1)** the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;



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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 PDF File)

Section II: Financial Bid (1 PDF File) in a separate file and document

Section III: Certifications (1 PDF File) in a separate file and document

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

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

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

#### **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability through Annex "A" – Statement of Work 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.





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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical 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**.

### 4.2 Basis of Selection

#### 4.2.1 Highest Combined Rating of Technical Merit (60%) and Price (40%)

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



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

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



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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Declaration of Convicted Offences

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

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – List of Names

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

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

Name of Bidder: \_\_\_\_\_

OR

Name of each member of the joint venture:



Member 1: \_\_\_\_\_  
 Member 2: \_\_\_\_\_  
 Member 3: \_\_\_\_\_  
 Member 4: \_\_\_\_\_

Identification of the administrators/owners:

SURNAME	NAME	TITLE

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

### 5.2.3 Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.



#### 5.2.4 Education and Experience

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

#### 5.2.5 Former Public Servant

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

##### Definitions

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

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

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

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



**Former Public Servant in Receipt of a Pension**

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

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

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

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

**Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

Professional fees	Amount
_____	_____
_____	_____

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



### 5.2.6 Aboriginal Designation

Who is eligible?

- a) An Aboriginal business, which can be:
- i. a band as defined by the Indian Act
  - ii. a sole proprietorship
  - iii. a limited company
  - iv. a co-operative
  - v. a partnership
  - vi. a not-for-profit organization

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

OR

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

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

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

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



## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

There are no security requirements.





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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

**2010B** (2018-06-21), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

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

#### 7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

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

### 7.3 Dispute Resolution

#### *Mediation*

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

#### *Arbitration*

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



### Meaning of "Dispute"

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

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

## 7.4 Security Requirements

7.4.1 There is no security requirement applicable to this Contract.

## 7.5 Term of Contract

### 7.5.1 Period of the Contract

The period of the Contract is from Contract Award to March 31, 2020.

### 7.5.2 Option to Extend the Contract

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

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

## 7.6 Comprehensive Land Claims Agreements (CLCAs)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavut Land Claim Agreement

## 7.7 Authorities

### 7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Raymond Thai**  
Title: Procurement Officer  
Organization: Natural Resources Canada  
Address: 580 Booth Street, Ottawa, ON K1A 0E4  
Cellphone: 343-543-7427  
E-mail address: [raymond.thai@canada.ca](mailto:raymond.thai@canada.ca)



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

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

The Project Authority for the Contract is:

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

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

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

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address

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

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

## **7.9 Payment**

### **7.9.1 Basis of Payment – Limitation of Expenditure**

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



**7.9.1.1 Limitation of Expenditure**

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

**7.9.2 Method of Payment**

**Monthly Payment**

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

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

**7.10 Invoicing Instructions**

Invoices shall be submitted using one of the following methods:

<p><u>E-mail:</u></p> <p><a href="mailto:rncan.invoiceimaging-servicedimageriedesfactures.rncan@canada.ca">rncan.invoiceimaging-servicedimageriedesfactures.rncan@canada.ca</a></p> <p><b>Note:</b> Attach "PDF" file. No other formats will be accepted</p>
<b>OR</b>



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.

## 7.12 Applicable Laws

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

## 7.13 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions **4007** (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions **2010B** (2018-06-21), Professional Services - Medium Complexity, apply to and form part of the Contract;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment; *(to be inserted at the time of contract award)*
- (f) the Contractor's bid dated \_\_\_\_\_, *(to be inserted at the time of contract award)*

## 7.14 Foreign Nationals (Canadian Contractor)

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



### **7.15 Insurance**

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

### **7.16 Contract Administration**

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



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## ANNEX "A" - STATEMENT OF WORK

### SW 1.0 TITLE

Technical science editing and formatting of the Canada-Nunavut Geoscience Office (CNGO) Summary of Activities volume (SoA)

### SW 2.0 BACKGROUND

The **Canada-Nunavut Geoscience Office (CNGO) Summary of Activities (SoA)** is an annual peer reviewed scientific publication that disseminates field observations, project syntheses and new geoscience discoveries and research in an expedient manner. Established in 2012, each volume is a collection of individual science papers primarily covering geoscience topics such as bedrock geology, surficial geology (including marine), geophysics, geochemistry, geochronology, sedimentology, permafrost, and carving stone.

As the only annual geoscience volume of its kind pertaining to Nunavut it provides valuable and current CNGO supported geoscientific information to industry, scientists and local decision makers.

### SW 3.0 OBJECTIVES

Edit and produce the Canada-Nunavut Geoscience Office Summary of Activities scientific volume, as well as update CNGO's SoA Style Guide, on an annual basis for the length of the contract.

The production of such a volume requires the specialized services of a contractor who is experienced in all aspects of geology focussed geoscience publishing, including geoscience knowledge, technical scientific editing and formatting papers based on specific Summary of Activities design and layout standards as well as technical English to French translation.

### SW 4.0 PROJECT REQUIREMENTS

#### SW 4.1 Tasks

##### Tasks

- Provide technical science editing of geoscience papers submitted by the CNGO to the Contractor for the SoA volume on an annual basis for the duration of the contract
- Follow *The Art and Science of Writing Geoscience Reports* by B. Grant, and the CNGO Style Guide, 1st Edition
- Verify all stated geographical names using the Canadian Geographical Names Data Base and, for names not addressed therein, Canada-Nunavut Geoscience Office's (CNGO's) knowledge
- Interact directly with authors to make sure required edits are understood and addressed by the author
- Provide editing of Foreword text
- Provide editing of abstract sized plain language summaries of each geoscience paper
- Provide English to French translation and edits of each paper's scientific abstract.
- Provide English to French translation of the SoA's foreword text and plain language summaries
- Provide publication layout and formatting of geoscientific papers into the SoA format
- Maintain and update the CNGO Style Guide based on information and decisions made with the CNGO during the length of the contract.



**SW 4.2 Deliverables & Schedule**

Tasks	Deliverables	Time Schedule
1	Technical science editing of individual scientific papers	January 6, 2020
2	Interaction with authors	January 6, 2020
3	Editing of abstract sized plain language summaries and Foreword material	January 6, 2020
4	Translation of technical scientific abstracts	February 14, 2020 (final product)
5	Translation of SoA foreword text, plain language summaries	February 14, 2020 (final product)
6	Publication layout and formatting into SoA format	February 14, 2020 (final product)
7	CNGO Style Guide maintenance & update	March 31, 2020 (final product)

**SW 4.3 Method and Source of Acceptance**

All deliverables and services rendered under the 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.

- Two sets of PDF's of the completed SoA (a set is comprised of individual PDFs of all papers plus a PDF containing the preliminary pages)
- One copy suitable for four-colour printing
- The other copy must be optimized for web distribution
- MS Word 2016 document containing the plain language summaries of all papers in both English and French
- MS Word 2016 document of the updated CNGO Style Guide
- Final delivery to be provided electronically via secure FTP format.

**SW 5.0 OTHER TERMS AND CONDITIONS OF THE SOW**

**SW 5.1 Contractor's Obligations**

In addition to the obligations outlined in Section 4 of this Statement of Work, the Contractor shall:

- Ensure ongoing communication via email and telephone with the CNGO coordinator as required
- Ensure only the actual time worked on the project is billed
- Use Windows OS computers with licensed versions of MS Word 2010 (or higher); MS Excel 2010 (or higher); Adobe Acrobat 10 (or higher); graphics-editing software; image-editing software; desktop publishing software
- Have print, fax and scan to PDF capabilities





- Have an FTP site for the secure transfer of files using password-protected authority controls (*It is the contractors responsibility to ensure storage space is sufficient at all times*)
- Ensure consistency and completeness of each paper's content (includes text, tables, figures and references), as well as proper grammar, spelling, and use of geologic terms

### **SW 5.2 NRCan's Obligations**

The CNGO accepts responsibility for delays in the completion of the project caused by authors.

### **SW 5.3 Location of Work & Delivery Point**

ALL work to be completed at the Contractor's place of business.

Final Delivery point: PO Box 2319, 1106 Inuksugait Plaza, 1-106H, Iqaluit, NU X0A 0H0

### **SW. 5.4 Language of Work**

The language of work between the CNGO project coordinator and the contractor is English



**ANNEX “B” - BASIS OF PAYMENT**

**Limitation of Expenditure – Firm Hourly Rate**

The all-inclusive firm hourly rate for the completion of this project is in Canadian funds and does not include applicable taxes

Tasks	Deliverables	Estimated Level of Effort (Hours)  <i>(to be completed at contract award)</i>	Firm Hourly Rate	(\$ Total Amount)
1-7	As per <b>SW 4.2</b> of Statement of Work (SOW) <ul style="list-style-type: none"> <li>• Technical science editing of individual scientific papers</li> <li>• Interaction with author</li> <li>• Editing of abstract sized plain language summaries and foreword material</li> <li>• Translation of technical scientific abstracts</li> <li>• Translation of SoA foreword text, plain language summaries</li> <li>• Publication layout and formatting into SoA format</li> <li>• CNGO Style Guide maintenance &amp; update</li> </ul>		\$	\$
<b>TOTAL ESTIMATE SUBJECT TO A LIMITATION OF EXPENDITURE (NOT TO EXCEED)</b>				<b>\$ (Taxes Excluded)</b>



**OPTION PERIOD #1: (April 1, 2020 – March 31, 2021)**

Tasks	Deliverables	Estimated Level of Effort (Hours)  <i>(to be completed at contract award)</i>	Firm Hourly Rate	(\$ Total Amount)
1-7	As per <b>SW 4.2</b> of Statement of Work (SOW) <ul style="list-style-type: none"> <li>• Technical science editing of individual scientific papers</li> <li>• Interaction with author</li> <li>• Editing of abstract sized plain language summaries and foreword material</li> <li>• Translation of technical scientific abstracts</li> <li>• Translation of SoA foreword text, plain language summaries</li> <li>• Publication layout and formatting into SoA format</li> <li>• CNGO Style Guide maintenance &amp; update</li> </ul>		\$	\$
<b>TOTAL ESTIMATE SUBJECT TO A LIMITATION OF EXPENDITURE (NOT TO EXCEED)</b>				<b>\$ (Taxes Excluded)</b>



**OPTION PERIOD #2: (April 1, 2021 – March 31, 2022)**

Tasks	Deliverables	Estimated Level of Effort (Hours)  <i>(to be completed at contract award)</i>	Firm Hourly Rate	(\$ Total Amount)
1-7	As per <b>SW 4.2</b> of Statement of Work (SOW) <ul style="list-style-type: none"> <li>• Technical science editing of individual scientific papers</li> <li>• Interaction with author</li> <li>• Editing of abstract sized plain language summaries and foreword material</li> <li>• Translation of technical scientific abstracts</li> <li>• Translation of SoA foreword text, plain language summaries</li> <li>• Publication layout and formatting into SoA format</li> <li>• CNGO Style Guide maintenance &amp; update</li> </ul>		\$	\$
<b>TOTAL ESTIMATE SUBJECT TO A LIMITATION OF EXPENDITURE (NOT TO EXCEED)</b>				<b>\$ (Taxes Excluded)</b>



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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	Pass/Fail
M1	<p>The bidder <u>must</u> have at least <b>five (5)</b> years of experience editing and publishing similar Canadian geoscience volumes that specialize in the following desired topics such as bedrock geology, and/or surficial geology, and/or geophysics, and/or geochemistry, and/or geochronology, and/or sedimentology, and/or permafrost.</p> <p>Bidders should provide <b>three (3)</b> detailed project examples. ALL projects should be completed in a Canadian context.</p> <p>Note: please see R1 for details on how these projects will be evaluated.</p>	
M2	<p>The proposed editors <u>must</u> have at least a B.Sc. in geoscience</p> <ul style="list-style-type: none"> <li>• Proof of qualifications must be provided on request.</li> </ul>	
M3	<p>The bidder <u>must</u> possess an FTP site for the secure transfer of files using password-protected authority control.</p>	
M4	<p>The bidder <u>must</u> possess resources with at least <b>five (5)</b> years of <u>combined</u> experience in editing similar Canadian geoscience volumes that specializes in:</p> <ul style="list-style-type: none"> <li>- bedrock geology, and/or;</li> <li>- surficial geology, and/or;</li> <li>- geophysics, and/or;</li> <li>- geochemistry, and/or;</li> <li>- geochronology, and/or;</li> <li>- sedimentology, and/or</li> <li>- permafrost.</li> </ul>	
M5	<p>The bidder <u>must</u> possess a resource with at least <b>five (5)</b> years of experience in translating technical geoscience (English to French) abstracts that specializes in:</p> <ul style="list-style-type: none"> <li>- bedrock geology, and/or;</li> <li>- surficial geology, and/or;</li> <li>- geophysics, and/or;</li> <li>- geochemistry, and/or;</li> <li>- geochronology, and/or;</li> <li>- sedimentology, and/or</li> <li>- permafrost.</li> </ul>	



**1.2 EVALUATION OF RATED CRITERIA**

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

Proposals will be evaluated based on the following criteria:

<b>Criterion ID</b>	<b>Rated Requirements</b>	<b>Points Breakdown</b>	<b>Max Pts</b>	<b>Proposal Page #</b>
<b>R1</b>	<u>Project examples provided in M1.</u>	Each project = <b>Max 14 pts</b> ----- <b>2 points</b> for each topics covered in the project.  For example: a project that has covered/addressed only 3 topics (Bedrock geology, surficial geology and geochemistry) will get 6 points.	<b>42</b>	
<b>R2</b>	<u>Bidder's resource experience in translation (M5)</u>	<b>2 points</b> per year over the minimum five (5)	<b>18</b>	
<b>Total Point Rated Points Available</b>			<b>60</b>	



**APPENDIX #2 – FINANCIAL PROPOSAL FORM**

**Limitation of Expenditure – Firm Hourly Rate**

The bidder tendered all-inclusive firm hourly rate for the completion of this project is in Canadian funds and does not include applicable taxes

The volumetric data included in the financial proposal form are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this financial proposal form does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Tasks	Deliverables	Volumetric Data (Estimated Level of Effort) - Hours	Firm Hourly Rate	(\$) Total Amount
1-7	As per <b>SW 4.2</b> of Statement of Work (SOW) <ul style="list-style-type: none"> <li>• Technical science editing of individual scientific papers</li> <li>• Interaction with author</li> <li>• Editing of abstract sized plain language summaries and foreword material</li> <li>• Translation of technical scientific abstracts</li> <li>• Translation of SoA foreword text, plain language summaries</li> <li>• Publication layout and formatting into SoA format</li> <li>• CNGO Style Guide maintenance &amp; update</li> </ul>	585 Hours	\$	\$
<b>TOTAL EVALUATED PRICE</b>				<b>\$ (Taxes Excluded)</b>





**OPTION PERIOD #1: (April 1, 2020 – March 31, 2021)**

<b>Tasks</b>	<b>Deliverables</b>	<b>Volumetric Data (Estimated Level of Effort) - Hours</b>	<b>Firm Hourly Rate</b>	<b>(\$) Total Amount</b>
<b>1-7</b>	As per <b>SW 4.2</b> of Statement of Work (SOW) <ul style="list-style-type: none"><li>• Technical science editing of individual scientific papers</li><li>• Interaction with author</li><li>• Editing of abstract sized plain language summaries and foreword material</li><li>• Translation of technical scientific abstracts</li><li>• Translation of SoA foreword text, plain language summaries</li><li>• Publication layout and formatting into SoA format</li><li>• CNGO Style Guide maintenance &amp; update</li></ul>	585 Hours	\$	\$
<b>TOTAL EVALUATED PRICE</b>				<b>\$ (Taxes Excluded)</b>



**OPTION PERIOD #2: (April 1, 2021 – March 31, 2022)**

<b>Tasks</b>	<b>Deliverables</b>	<b>Volumetric Data (Estimated Level of Effort) - Hours</b>	<b>Firm Hourly Rate</b>	<b>(\$) Total Amount</b>
<b>1-7</b>	As per <b>SW 4.2</b> of Statement of Work (SOW) <ul style="list-style-type: none"><li>• Technical science editing of individual scientific papers</li><li>• Interaction with author</li><li>• Editing of abstract sized plain language summaries and foreword material</li><li>• Translation of technical scientific abstracts</li><li>• Translation of SoA foreword text, plain language summaries</li><li>• Publication layout and formatting into SoA format</li><li>• CNGO Style Guide maintenance &amp; update</li></ul>	585 Hours	\$	\$
<b>TOTAL EVALUATED PRICE</b>				<b>\$ (Taxes Excluded)</b>