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The Articles contained 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 and the Insurance Requirements .

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 the acquisition of multichannel seismic reflection Data near Denare beach, Saskatchewan. The need is to acquire up to 60 km of 2D multichannel seismic reflection profiling near Denare Beach, SK, a municipality located 20 km southwest of Creighton, SK. The 2D seismic profile will be acquired with Vibroseis and dynamite energy sources, with the intent of producing seismic images of the subsurface to depths of 10-15 km.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canadian Free Trade Agreement (CFTA), the Comprehensive Economic and Trade Agreement (CETA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement (CCoFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Panama Free Trade Agreement (CPaFTA), the Canada-Peru Free Trade Agreement (CPFTA) and the Canada-Korea Free Trade Agreement (CKFTA).

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 will be done in writing, by email.



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](#) (2020-05-28) 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:**
- **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:

nrcan.quebecbid-soumissionquebec.nrcan@canada.ca

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

IMPORTANT

Write the following information in object:

NRCan-5000054090 - Acquisition of multichannel seismic reflection Data near Denare beach, Saskatchewan

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 seven (7) 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 seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



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 soft copies)

Section II: Financial Bid (1 soft copies) in a separate file and document

Section III: Certifications (1 electronic copy)

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

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

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability 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.

Section III: Certifications

Bidders must submit the certifications required under **Part 5**.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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

4.2 Basis of Selection

4.2.1 Minimum Point Rating

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 33 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 54 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



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) 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 is no security requirement applicable



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>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2010B (2020-05-28), 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).

7.3 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 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 date of Contract to March 31st 2021 inclusive.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Caroline Demers
Senior Procurement officer
Natural Resources Canada
1055, rue du P.E.P.S., C.P. 10380
Quebec, QC G1V 4C7
418 648-8308
caroline.demers3@canada.ca

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

7.6.2 Project Authority (to be provided at contract award)

The Project Authority for the Contract is:

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.

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

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

7.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a 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.

7.8 Payment

7.8.1 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, for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

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

7.8.2 Method of Payment

Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

7.9 Invoicing Instructions

Invoices shall be submitted using one of the following methods:

<p>E-mail:</p> <p>nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca</p>
--



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: _____ (*insert the amount at contract award*)

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

7.10 Certifications

7.10.1 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.

7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

7.12 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 general conditions - [2010B \(2020-05-28\)](#) – Professional Services - Medium Complexity;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, (*insert date of bid*)

7.13 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)

7.14 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex B. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.15 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

ACQUISITION OF MULTICHANNEL SEISMIC REFLECTION DATA NEAR DENARE BEACH, SASKATCHEWAN

1. OBJECTIVES

To acquire up to 60 km of 2D multichannel seismic reflection profiling near Denare Beach, SK, a municipality located 20 km southwest of Creighton, SK. The 2D seismic profile will be acquired with Vibroseis and dynamite energy sources, with the intent of producing seismic images of the subsurface to depths of 10-15 km.

2. BACKGROUND

The Geological Survey of Canada in collaboration with the Saskatchewan and Manitoba Geological Surveys is conducting a regional-scale geological study of the Flin Flon belt. The goal of the project is to construct a 3D geological model for the area that will showcase methods to discover next-generation, buried ore deposits.

As part of this project, 2D seismic reflection profiling will be conducted in the region southwest of Creighton/Flin Flon and east of Amisk Lake near the community of Denare Beach (SK) (see Appendix A, Figure 1, Survey Line). These data will be combined with other geophysical data and geological mapping conducted from the area to construct a 3D model of the subsurface geology.

Surface conditions

The survey area is typical of boreal forest in northern Manitoba and Saskatchewan. Black spruce is a significant part of the forest cover, with patchy cover of small-growth trembling aspen, jack pine stands, areas with birch, or grass or shrub dominated vegetation. Bog peatlands are present in the area and have stunted black spruce, moss and ericaceous shrub vegetation, while fens have sedge, brown moss, shrub and tamarack vegetation in varying mixes.

3. SCOPE

The Contractor shall provide all of the necessary facilities, equipment, materials, competent and experienced crew with supervisory and administrative support to collect and deliver approximately 60 km of high quality multichannel seismic reflection data (see section 4.3 of this Statement of Work) using a combination of Vibroseis and dynamite sources. The data will be collected along or near the profiles shown in Appendix A, Figure 1 (Survey Line) and summarized in Appendix B, Table 1 (Summary of Vibroseis line lengths, dynamite line lengths, and drilling requirements).

4. TASKS/TECHNICAL SPECIFICATIONS

4.1 SURVEY DESIGN

The 2D profile (see Appendix A, Figure 1) is located in Saskatchewan southwest of Creighton/Flin Flon. The profile is divided into three parts with different surface conditions. Part one between Creighton (SK) and Denare Beach will be acquired along paved roads whereas part 2 between Denare Beach and Sturgeon River will be acquired primarily on unpaved roads. Part 3 located southwest of Sturgeon River will be acquired where there is no existing trail and unknown surface conditions may require some line cutting. Data will be acquired primarily with Vibroseis sources (parts 1 and 2), although a short segment up to 10 km (part 3) will be acquired with dynamite sources.



4.2 TASK LIST:

The Contractor shall:

Conduct seismic profiling according to the specifications in section 4.3 of this statement of work, conduct regular system tests, and deliver data to the Technical Authority (TA) by:

4.2.1 Equipment tests

Running the complete manufacturer recommended equipment tests before going into the field. All equipment, including geophones, shall be checked according to manufacturer's specifications.

4.2.2 Permits

Obtaining all the necessary permits and clearances to do the work from the Federal, Provincial, Municipal, and other agencies.

4.2.3 Topographic survey

Completing topographic surveys of the seismic line before the start of seismic data acquisition. Conducting a GPS survey to provide an absolute horizontal accuracy of 5 m and an absolute vertical accuracy of 3 m at all source and receiver locations along the line. Relative accuracy will be 0.5 m horizontally and .6 m vertically between any two points on the seismic line.

4.2.4 Shothole drilling and loading

For dynamite acquisition, performing shothole drilling, supply and storage of explosives, and loading of explosives into the shotholes for part 3 of the line as detailed in Appendix B, Table 1, Summary of dynamite line lengths and drilling requirements and 4.3.2. Dynamite source specifications.

4.2.5 Data acquisition

Acquire approximately 60 km of multichannel seismic data using Vibroseis and dynamite sources. The detailed technical specifications for data acquisition are stated in section 4.3 of this statement of work.

4.2.6 Data quality assurance

Shutting down the operation to ensure data quality, high quality control of both the acquisition system and recorded data, during significant equipment malfunction or during a significant decrease in signal-to-noise ratio across more than 20% of the spread due to high wind conditions, temporary cultural noise, etc. The Contractor's Observer is responsible for shutting down the operation under these circumstances, and resuming operation when conditions improve.

4.2.7 Data delivery

Providing, to the home office of the TA, the seismic data collected using the parameters specified in section 4.3 and associated topographic survey information for each line of data.

During data acquisition, the Contractor may be requested to provide to the TA a standard format storage device (e.g., memory stick) containing system tests.

4.2.8 Daily field survey logs

Creating and storing a daily, detailed log of line kilometres surveyed. These logs will be given to the TA in digital form at the end of each day. Results, including plots (digital or hardcopy) of daily and other system tests, (including vibrator correlation information) are deliverable items and may be inspected at any time during the survey. Surveyor's notes, including information on monumentation, and Observer's logs are deliverable items, to be presented in digital format.

4.2.9 Field survey report

Creating a detailed log of the following:

- The name and location of the reflection survey
- The name and address of the Contractor, the phone and fax numbers of the company
- The date of the survey



- A list of contents; a description of the survey's progress
- Copies of licenses and government approval documents
- A map showing the location of the line, shot points, and all experiment(s) conducted as part of this survey at a reasonable scale on a base showing pertinent cultural elements

The text will include discussion of:

- The problems encountered during the survey and how they were dealt with (e.g., bad weather days, shut downs for instrumental problems, etc.)
- Details of subcontracting companies (e.g., surveyors, etc.)
- Details of the recording equipment used
- Details of the response functions of the field recording system, its filters, etc.
- Details of the geophones used, response functions, etc.
- Plots of the actual source and receiver array(s) used for the regional acquisition and, where possible, the experimental work.

An annex will contain:

- Direction of progress on seismic line
- Complete lists of testing equipment available (if any)
- Personnel lists showing who was in charge for the survey over what time interval, Party Manager, Observer(s), etc.
- Complete equipment list.

4.3 DETAILED TECHNICAL SPECIFICATIONS

4.3.1 VIBROSEIS source specifications:

- Source spacing 25 m
- 2 vibrators operating in unison "nose-to-tail" with a total combined peak force of 88,000 lb or more on the ground.
- 30 s (two 15 s sweeps) total sweep time at each vibration point.
- Anticipated sweep frequencies 10-130 Hz (upsweep) with a sweep length of 15 s.
- Walk-in and walk-off
- Force control or equivalent
- Capability to monitor phase distortions between expected and actual signals

4.3.2 Dynamite source specifications:

Dynamite acquisition is proposed along an area with unknown surface conditions which may require some line cutting (see part 3 of the seismic line on Appendix A, Fig. 1). There is no bridge to cross the Sturgeon River and access to this part of the line. Rocks exposed at surface for part 3 of the seismic line consists of sedimentary Phanerozoic rocks (i.e. not rocks of the Canadian shield).

-Source spacing 25 m

-10-15 metre deep shot holes will be drilled with an approximate diameter of 6.5 cm. Shots will consist of 2 kg of dynamite in each hole with seismic (zero-time delay) electronic (encoded) caps. The dynamite will be loaded at the bottom of the hole with bentonite and water (supplied by the Contractor) filling the remainder of the hole.

-Walk-in and walk-off

4.3.3 Geophone planting:

Geophones are to be well planted/or buried in unconsolidated material.

4.3.4 Receiver specifications:

- Each receiver station will be occupied by a single vertical-component geophone.



- Receiver station spacing of 12.5 m.
- Geophones are to be properly oriented as per manufacturer's instructions.

4.3.5 Data Recording:

- A minimum of 800 live vertical-component sensors.
- 8 s record length for dynamite shots, or 8 s correlated (23 s uncorrelated) record length for VIBROSEIS.
- Sample rate, 1 ms
- No more than 2% of all channels "dead" or malfunctioning at any time
- Operational noise reject systems
- Demonstrable infield capability to monitor noise level in real time for data quality assurance

4.3.6 Data media:

Digital data will be delivered on a portable hard-drive in standard SEG (Society of Exploration Geophysicists) format.

5. TRAVEL

The Contractor is responsible for the mobilization, and subsequent demobilization, of all equipment, materials, and field crew required for the survey to the seismic acquisition site in the Flin Flon, Manitoba-Creighton, Saskatchewan area.

6. CONSTRAINTS

The planned seismic line occurs near the municipalities of Creighton and Denare Beach. As such, consideration will have to be given to operating procedures that are least disruptive to the local residents.

The contractor must adhere to local and provincial measures in place to limit the spread of the COVID-19 virus.

7. TESTS

Prior to the start of the survey, a regular schedule of system tests, system monitor records and data monitor records will be agreed upon by the TA and the Contractor. These will include:

- Standard and comprehensive daily tests as recommended by the manufacturers of the recording and source systems,
- Ongoing ambient noise monitoring to identify poor field acquisition conditions.
- Vibrator performance parameters for each shot point along the Vibroseis lines, and monitor records of the entire spread for each shot point.

8. MEETINGS

1. The Contractor is required to meet with the TA at an agreed upon location in Flin Flon prior to commencement of the work. The purpose of this meeting is for the TA to answer any questions from the Contractor.
2. Field supervisors representing the TA will be with the survey crew for the duration of the data acquisition. They will visit the field operation several times per day. Subsequent to the start of data acquisition, information exchange will occur via the daily visits of the TA to the recording truck or the Contractor's local field office.



9. EDUCATION AND EXPERIENCE

The contractor must have personnel with a minimum of two years' experience in the key seismic crew positions which include the Seismic Acquisition Party Chief, Seismic Acquisition Senior Observer, and Vibe Technicians.

10. DELIVERABLES

1. Daily field survey logs
A daily, detailed log of line kilometres surveyed must be given to the TA, in the field, at the end of the working day. The report is to be written and provided in digital form.
2. Digital data:
 - a) Field data in appropriate SEG format - one copy (1) of each. For Vibroseis data, the field data shall consist of uncorrelated records.
 - b) Topographic survey information - one (1) copy in SEGP1 format.
3. Displays:
Geophone group location and shot point maps at 1:20,000 in a digital file (PDF format).
4. Field information:
Field notes from the surveyor and observer, including the observer's log, chaining notes and information on monumentation along the lines - one (1) digital copy (ASCII format or spreadsheet compatible).
5. Field survey report:
Details on the field survey and data acquisition in PDF format (one).



APPENDIX A:



Figure 1. Location of the Denare Beach seismic profile (Line A), Saskatchewan.

APPENDIX B:

Seismic Line	Length (km)	Source type	No. of Drilled shot holes (Approx. 10-15 metres)
Part 1	17	Vibroseis	0
Part 2	30	Vibroseis	0
Part 3	10	Dynamite	400
Total	57		400

Table 1. Summary of Vibroseis and dynamite line lengths and drilling requirements.



ANNEX B - INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.



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- m. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - l. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



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	<p>The Bidder must submit the name of individual for each and every labour category specified below:</p> <ul style="list-style-type: none"> • Seismic Acquisition Party Chief • Seismic Acquisition Senior Observer • Vibe Technicians. <p>No individual must be proposed for more than one (1) labour category.</p>		
M2	<p>The Bidder's proposed "Seismic Acquisition Party Chief" resource must have two (2) years of documented experience employed as a "Seismic Acquisition Party Chief" during the period of January 1, 2015 to the date of bid closing.</p>		
M3	<p>The Bidder's proposed "Seismic Acquisition Senior Observer" resource must have two (2) years of documented experience employed as a "Seismic Acquisition Senior Observer" during the period of January 1, 2015 to the date of bid closing.</p>		



	The evaluate grid at the end of the Point Rated Technical Criteria will be use to evaluate this criteria.		
R2	<p>Seismic acquisition experience:</p> <p>The Bidder should provide a description of seismic acquisition projects (2 vibroseis and 2 with explosives) completed by the Bidder from January 1, 2015 to bid closing. The Bidder should also demonstrate his experience with the proposed acquisition system. For all proposed projects, the Bidder should demonstrate his experience with the proposed seismic acquisition system.</p> <p>To allow assessment of the Bidder's experience, each project description should include the following:</p> <ol style="list-style-type: none"> I. Project description, II. industry sector, III. general survey specifications, including acquisition system used and number of kilometres covered, IV. start and end dates, V. Location. <p>It is requested to provide the experience using Table B below</p> <p>Experience in vibroseis seismic projects of comparable scale of total number of of kilometres to be covered. (2 points / project)</p> <p>Experience in dynamite seismic projects of comparable scale of total number of holes required and the number of kilometres to be covered. (2 points / project)</p> <p>Experience with proposed acquisition system (1 point for each year of experience)</p> <p>The evaluate grid at the end of the Point Rated Technical Criteria will be use to evaluate this criteria</p>	<p>4</p> <p>4</p> <p>2</p>	
Qualifications of the Proposed Resources			
R3	<p>Drilling and explosives personnel :</p> <p>The Bidder should outline the technical qualifications and experiences of the "Drilling Operations Supervisor"</p>	<p>8</p>	



	1 point for each year of experience with proposed acquisition system	4	
Project Management :			
R5	<p>The Bidder should provide a schedule of work with time estimates and describe how the project will be managed. The required number of field personnel should be addressed as well as contingency plans for possible equipment failures.</p> <p>Adequacy of proposed work plan (3 points)</p> <p>Adequacy of proposed time schedule (6 points)</p> <p>Adequacy of proposed contingency plan (1 point)</p> <p>The evaluate grid at the end of the Point Rated Technical Criteria will be use to evaluate this criteria.</p>	10	
Total Overall Points		54	
Minimum Overall		33	



The evaluation grid described below will be used to evaluate the bidders' proposals based on each rated criterion.

EVALUATION GRID	
Excellent (100%)	The rated criteria are addressed in detail and the information provided shows that the bidder fully and thoroughly understands all elements of the rated criteria.
Very good (80%)	The information provided clearly shows the bidder fully understands all elements of the rated criteria.
Good (60%)	The information provided clearly shows the bidder fully understands certain but not all elements of the rated criteria.
Unsatisfactory (40%)	The information provided shows a limited understanding of the specified criteria, without showing that the bidder fully understands all elements of the rated criteria. The bidder shows basic communication skills. The project results presented are poor and non-significant.
Poor (20%)	The information provided shows that the bidder has a basic understanding of the specified criteria.
Unacceptable (0%)	The information provided does not meet the criteria.



Table A – R1- Drilling and Explosives experience:

Requirement	Project Description	Industry sector	Start and End Dates	Description of drilling/explosives work: <ul style="list-style-type: none">• number and depth of holes• type of drill system• rock type (unconsolidated, sedimentary, crystalline)• size of explosive charges	Location
<i>R1</i> <i>Project #1</i>					
<i>R1</i> <i>Project #2</i>					



Table B –R2- Seismic acquisition experience:

Requirement	Requirements Description	Project Description	Industry Sector	Start and End Dates	General survey specifications, including acquisition system used and number of kilometres covered.	Location
R2 <i>Project #1</i>	Experience in vibroseis seismic projects of comparable scale of total number of kilometres to be covered					
R2 <i>Project #2</i>	Experience in vibroseis seismic projects of comparable scale of total number of kilometres to be covered					
R2 <i>Project #3</i>	Experience in dynamite seismic projects of comparable scale of total number of holes required and the number of kilometres to be covered.					
R2 <i>Project #4</i>	Experience in dynamite seismic projects of comparable scale of total number of holes required and the number of kilometres to be covered.					
Requirement	Requirements Description	Year(s) of experience with the proposed acquisition system				
R2	Experience with proposed acquisition system					



APPENDIX 2 – FINANCIAL PROPOSAL FORM

1. FIRM PRICE

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

DESCRIPTION	FIRM PRICE (applicable taxes excluded)
Acquisition of multichannel seismic reflection Data (near Denare beach, Saskatchewan) Total Firm Price for Financial Proposal Evaluation (taxes extra):	\$ _____

Expenses for any contingency measures must also be included in the all-inclusive firm price.