



<b>REQUEST FOR PROPOSAL NUMBER:</b>	<b>NRCan-5000017495</b>
<b>TITLE:</b>	Development of algorithms to improve tools in support of the Emergency Geomatics Service (EGS).
<b>DATE OF SOLICITATION:</b>	01 October 2015 (Eastern Standard)
<b>SOLICITATION CLOSING DATE AND TIME:</b>	10 November 2015 at 11:00 A.M. (Eastern Standard EST)
<b>ADDRESS INQUIRIES TO CONTRACTING AUTHORITY:</b>	<b>Serge Tshimanga</b> Natural Resources Canada Procurement Specialist Email: <a href="mailto:Serge.Tshimanga@canada.ca">Serge.Tshimanga@canada.ca</a>
<b>SECURITY:</b>	There is no security requirement associated with this solicitation.
<b>SEND PROPOSAL TO:</b>	Natural Resources Canada Bid Receiving Unit, Mailroom 588 Booth street, Room 108 Ottawa, Ontario K1A 0Y7 Attention: Serge Tshimanga
<b>VENDOR/FIRM NAME AND FULL POSTAL ADDRESS (PLEASE PRINT):</b>	
<b>CONTACT/TELEPHONE/FAX/EMAIL ADDRESS:</b>	
<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT):</b>	
<b>PROPOSAL TO: NATURAL RESOURCES CANADA</b>  We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto and on any attached sheets at the price(s) set out therefore.  <b>Signature of Person Authorized to Sign on behalf of Vendor/Firm:</b>    <b>Date</b> _____	



## REQUEST FOR PROPOSAL (RFP)

FOR

### DEVELOPMENT OF ALGORITHMS TO IMPROVE TOOLS IN SUPPORT OF THE EMERGENCY GEOMATICS SERVICES (EGS)

FOR

### NATURAL RESOURCES CANADA (NRCAN)

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

Wherever the words "Proposal" or 'Bid' appear in this document", each shall be taken to mean the same as the other.

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

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

**RFP NRCAN-5000017495** including all Parts, Appendices and Annexes as listed in the Table of Contents below.

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



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## PART I: GENERAL INFORMATION

### 1. INTRODUCTION

The bid solicitation is divided into four (4) parts plus Annexes as follows:

**Part 1 General Information:** provides a general description of the requirement;

**Part 2 Bidder Instructions:** provides the instructions, clauses and conditions applicable to the bid solicitation;

**Part 3 Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

**Part 4 Resulting Contract Clauses:** includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Financial Proposal, Technical Evaluation Criteria, Certifications, and any other annexes.

### 2. Summary

By means of this RFP, NRCan is seeking proposals from bidders for the development of algorithms to improve tools in support of the Emergency Geomatics Service (EGS).

The period of the contract shall be from contract award to **31 March 2017**.

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

## PART 2 – BIDDER INSTRUCTIONS

### 1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](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>) 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.

**Standard Instructions - Goods or Services - Competitive Requirements 2003 (2015-07-03)** 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".
- **Under Subsection 4 and 5 of Section 1 - Code of Conduct and Certifications:** *delete* in its entirety



- **In section 2: delete** "Suppliers are required to" and insert "It is suggested that suppliers"
- **Under subsection 4 of Section 5 – Submission of Bids: delete** "sixty (60) days" and **insert** "ninety (90) days"
- **Under Subsection 1 of Section 8 - Transmission by Facsimile: delete** "819-997-9776" and **insert** "613-995-2920"
- **Under Subsection 2 of Section 20:** not applicable.

## 2. SUBMISSION OF BIDS/ BID RECEIVING UNIT ADDRESS

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

Natural Resources Canada  
Bid Receiving Unit - Mailroom  
588 Booth Street, Room 108  
Ottawa, Ontario K1A 0Y7  
**Attention: Serge Tshimanga**

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

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

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

## 3. ENQUIRIES - BID SOLICITATION

All enquiries must be submitted in writing to the Contracting Authority no later than **ten (10)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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

## 4. SECURITY REQUIREMENT

There is no security requirement associated with this solicitation.



## **5. BIDDER FINANCIAL CAPABILITY**

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

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

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

## **6. APPLICABLE LAWS**

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

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

## **7. DISCLOSURE OF INFORMATION**

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

## **8. CONFLICT OF INTEREST**

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

## **9. BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY**

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



the Crown Procurement Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

NRCan reserves the right to grant, upon written request, a license to exercise the required Intellectual Property Rights in such Canada-owned information to the successful Contractor.

For reference, the Treasury Board Site is: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697>

## **10. BID PREPARATION INSTRUCTIONS**

In support of the Policy on Green Procurement, Proposals should be submitted in an electronic/soft format on a CD or USB Key. If not possible, a hard copy should be submitted.

### **Electronic option:**

It is requested that bidders provide their proposal in distinct and separate files as follow:

**File I:** Technical Proposal.

**File II:** Financial Proposal - Prices related to the current solicitation must appear in the financial proposal only and are not to be indicated in any other file of the proposal; prices referenced in the financial proposal should not to be repeated in any other section of the proposal.

**File III:** Certifications and page 1 of the RFP completed.

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

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

### **Hard copy option:**

It is requested that bidders provide their proposal in separately bound sections as follows:

**Section I:** Technical Proposal – 4 hard copies (1 original, 3 copies).

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

**Section III:** Certifications and page one of RFP completed - 1 hard copy each.

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

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



## **Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for successfully carrying out the work as described in the Annex "A" – Statement of Work".

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

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

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

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

## **Page 1 of the RFP Document**

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

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

## **Financial Bid**

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

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

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

## **Certifications**

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



## **PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. EVALUATION PROCEDURES**

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

### **2. RIGHTS OF NRCAN**

NRCAN reserves the right to:

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

### **3. BASIS OF SELECTION**

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

#### **Highest Combined Rating of Technical Merit and Price**

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



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

**Note:** the price quote by bidder will be the addition of sections G, H and J of the tables in the financial proposal for evaluation purposes only.

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

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

**4. SOLE BID – PRICE SUPPORT**

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

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

**5. CONTRACT AWARD NOTICE/ BIDDER PROPOSAL EVALUATION DEBRIEFING**

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



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

## **PART 4 - RESULTING CONTRACT CLAUSES**

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

### **1. STATEMENT OF WORK**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

### **2. PRIORITY OF DOCUMENTS**

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

- (a) The Articles of Agreement;
- (b) The General Conditions - Higher Complexity – Services 2035 (2015-09-03);
- (c) Intellectual Property
- (d) The supplemental general conditions identified herein;
- (e) Annex "A", Statement of Work;
- (f) Annex "B", Basis of Payment;
- (g) The Contractor's bid dated \_\_\_\_\_.

### **3. Period of the Contract**

The period of the Contract is from date of Contract award to **31 March 2017** inclusive.

### **4. Standard Clauses and Conditions**

Notwithstanding that they have not been expressly articulated, all clauses and conditions identified in the Contract by number, date and title are applicable and are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **4.1 General Conditions**

**General Conditions - Higher Complexity – Services 2035 (2015-09-03)** apply to and form part of the Contract with the modifications to the text below. If there is a conflict between the provisions of **2035**.

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

#### **4.2 Insurance**

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



### 4.3 Intellectual Property

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds the main purpose of the Crown Procurement Contract or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

NRCan reserves the right to grant, upon written request, a license to exercise the required Intellectual Property Rights in such Canada-owned information to the successful Contractor.

For reference, the Treasury Board Site is: [http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/contracting/tipaucpca1-eng.asp#\\_Toc490365246](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contracting/tipaucpca1-eng.asp#_Toc490365246)

**SACC Manual clause 4007** - Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16).

### 4.4 Supplemental General Conditions

The following clauses apply to this contract:

#### 4.4.1 Dispute Resolution

##### *Mediation*

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

##### *Arbitration*

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

##### *Meaning of "Dispute"*

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

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

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



Option 2: Each party hereby:

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

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

**4.4.2 Values and Ethics Code**

In carrying out the Work under the terms and conditions of this Contract, the Contractor shall adhere to the provisions and practices of the Values and Ethics Code for the Public service (2003), namely, but not restricted to, the provisions pertaining to Respect for Diversity, Human Dignity and People Values. The following link provides the policy reference. [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tb\\_851/vec-cve-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp)

**4.4.3 Closure of Government Offices**

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

**5. Security Requirement**

There is no security requirement associated with this solicitation.

**6. AUTHORITIES**

**6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
 Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

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



## 6.2 Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

E-mail address: \_\_\_\_\_

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

## 7. PAYMENT

### 7.1 Basis of Payment

#### Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
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.

### 7.2 Method of Payment

Against invoices submitted upon completion of the milestone schedule identified below and in accordance with the Basis of Payment and certification by the Project Authority that work performance was satisfactory and acceptable.



Milestone 1	Improvement of flood extent extraction in near-real time.
Milestone 2	Determination of water depth.
Milestone 3	Improvement of ice jam monitoring.

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

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

**7.3 Time Verification**

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

**7.4 Firm Per Diem Rate(s) (also known as daily rate)**

The Firm Per Diem Rate(s) is based on 7.5 hours (seven hours and 30 minutes) exclusive of meal breaks with no provision for annual leave, statutory holidays and sick leave. For work performed for a duration of more or less than one (1) day, the daily rate will be prorated accordingly to cover actual time worked.

The Per Diem Rate(s) is 'all inclusive' except for travel expenses on project business outside the National Capital Region (that is pre-approved by the NRCan Project Authority), and GST. Charges for expenses which are normally incurred in the provision of services, such as labour for conducting negotiations and providing estimates, resolving contract disputes, tracking time sheets, monthly invoicing, facsimile, copying/printing charges, office supplies, computer hardware and software charges, courier, long distance telephone charges, travel from a personal residence to the NRCan site in the National Capital Region, local travel and the like, must be included in the rates and will not be permitted as additional charges to the contract.

**7.5 Pre-Authorized Travel and Living Expenses**

The Contractor will be paid for pre-authorized reasonable and proper travel and living expenses incurred by personnel directly engaged in the performance of the work, supported by appropriate receipts and calculated in accordance with the then current National Joint Council Directive on Travel and Living Expenses, (website: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) without allowance thereon for overhead or profit. All payments are subject to government audit. **All travel must have prior authorization of the Project Authority.**

**7.6 Miscellaneous Expenses**

The Contractor will be paid for pre-authorized reasonable and proper miscellaneous expenses supported by appropriate receipts at actual cost without allowance thereon for overhead or profit. All miscellaneous expenses must have prior authorization of the Project Authority.

**8. INVOICING INSTRUCTIONS**

Invoices shall be submitted using **one of the following methods:**

E-mail:

**OR** Fax:

[Invoicing@NRCan.gc.ca](mailto:Invoicing@NRCan.gc.ca)

Local NCR region: **613-947-0987**  
Toll-free: **1-877-947-0987**



**Note:**

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

**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: \_\_\_\_\_.

**9. CERTIFICATIONS**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**10. APPLICABLE LAWS**

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

**11. CONTRACT ADMINISTRATION**

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



## **ANNEX A - STATEMENT OF WORK**

### **SW1. BACKGROUND**

Under the *Emergencies Act*, the Government of Canada has an obligation to ensure the safety and security of individuals in the event of a disaster. At the federal level, under the *Emergency Management Act*, the Minister of Public Safety Canada (PS) is the primary federal minister responsible for emergency management activities. To support PS, Natural Resources Canada (NRCan) monitors natural hazards in Canada and provides information and advice to help Canadians better understand, prepare for and reduce losses that may be caused by these hazards.

NRCan's emergency management activities include providing geomatics support in relation to emergency mapping, remote sensing and geospatial intelligence. These activities are intended to support government efforts during emergency response preparations, during disaster response, and during the implementation of impact mitigation actions.

To meet its obligations, NRCan needs to design and develop reliable, effective products offered in near-real time, meaning that the time between the team's receiving the images and delivering the products is four hours. The NRCan Emergency Geomatics Services (EGS) team currently distributes two geomatic products: a vector product that delineates the open water flood extent, and a raster product that classifies the texture of river ice to facilitate ice jam monitoring. The standards for the products are available in the appendix of this document.

To improve EGS products and services, three issues have been identified: 1) extracting flood polygons in urban areas, as well as in vegetated and mountainous areas; 2) determining the degree of confidence in the classification of ice surface roughness; and 3) determining water depths in flooded areas.

Various algorithms can be implemented to help improve the performance and reliability of these geomatic products. More specifically, these algorithms will make it possible to detect flood extent in urban and vegetated areas and to improve performance in mountainous areas. They will also serve to extract water depths from polygons delineating the flood extent, as well as to generate a product from that information. Lastly, they will help improve the reliability of the classification used for ice jam monitoring.

### **SW2. OBJECTIVES**

- Improve the performance of the algorithms used to detect flood extent in urban, vegetated and mountainous areas. The characteristics related to the concept of performance include accuracy of detection, speed, level of confidence in the flood extent in urban, vegetated and mountainous areas, robustness (programming quality), greater automation than at present, and interoperability (flexibility of the solution to accommodate various sensors).
- Extract the water depth based on the polygons delineating flooded areas.
- Improve the performance of the algorithms used to detect and monitor ice jams.

### **SW3. WORK METHOD**

The contractor is expected to be able to work using an agile, iterative approach in which NRCan is identified as the product director. The objective of this method is to be able to monitor the progress of development and prioritize the tasks to be carried out in order to obtain the most suitable deliverables possible. This method seeks to draw on the potential synergy between the contractor's resources and those of NRCan. To that end, the contractor shall adopt an iterative approach to the work, including demonstrating a functional deliverable at the end of each iteration.

A meeting will therefore have to be scheduled for each iteration, at which the contractor shall demonstrate the deliverable that was agreed upon with the product director at the beginning of the iteration. The frequency and duration of the meetings in proportion to the iterations will be determined at the start-up meeting. The product



director will be free to accept the deliverable or to suggest modifications. At each meeting, the deliverables for the following iteration will also be identified.

#### **SW4. SOURCE DATA**

Source data for five test sites (Albany River, Ontario; Chaudière River, Quebec; Richelieu River, Quebec; Sainte-Luce, Quebec; Red River, Manitoba) have been assembled to facilitate the contractor's work. These data sets include:

- Radar imagery
- Optical/NIR imagery
- Digital elevation models with structures, conditioned for LiDAR-derived hydrography (point clouds are also available)

These data can be downloaded from the following FTP site:

[ftp://ftp.cits.NRCan.gc.ca/pub/production/soumission/egs\\_grip/algorithmes\\_methodes/E6d7mT9r](ftp://ftp.cits.NRCan.gc.ca/pub/production/soumission/egs_grip/algorithmes_methodes/E6d7mT9r)

In addition to these data, the contractor may also use other free sources of data available online. These data must be accessible to the EGS team in an operational context.

The contractor shall also ensure that the methodologies developed can manage multiple sources of data, for example with a LiDAR-derived digital elevation model, where available, and supplement them with Canadian Digital Elevation Data (CDED).

Lastly, the algorithms and methods currently used by the EGS team will be made available to the contractor. Any unauthorized use of information disclosed to the contractor for the purposes of this contract shall be subject to a written agreement on use.

#### **SW5. TECHNICAL DESCRIPTION OF DELIVERABLES**

Generally speaking, the tools must have the following characteristics:

- Functional
- Compatible with Python 2.7.5 64-bit language
- Image processing operations must be carried out using the Geomatica 2015 Python libraries or other libraries pre-approved by the project director
- Independent from paid or free external libraries that are not recognized (an external library is recognized if it comes from an active, mature community), apart from libraries associated with Geomatica 2015
- Suitable for integration into the current production process of EGS
- Automated and high-performing, in light of the EGS production deadlines (service standard with geomatic product available < 4 hours of the radar imagery being acquired, during activation)

The tools developed must be delivered according to the following parameters:

- Autonomous (including all libraries and dependencies) and also capable of being deployed autonomously
- Programmed in a modular fashion using the object-oriented programming paradigm, according to the test-driven development (TDD) approach
- Including tests developed according to the TDD approach
- Accompanied by a user's guide to facilitate the integration of the tools and their use in the partners' various production environments
- The code must be documented so that it can be maintained by a third party
- Accompanied by a developer's guide describing the design and structure of the code and its dependencies to facilitate code maintenance



## **SW6. TASKS AND DELIVERABLES**

### **1) IMPROVEMENT OF FLOOD EXTENT EXTRACTION IN NEAR-REAL TIME**

#### **Issue**

The current procedure is to extract the flood extent from Radarsat-2 imagery. It is carried out in near-real time, and the products must be put online within four hours of the radar images being acquired. The radar signal produces a specular reflection on the water. It is based on this principle that the current flood polygons are extracted. The current method therefore cannot be used to reliably detect the flood extent in urban and vegetated areas.

This method is also particularly well adapted for detecting flooding in flat areas and for events of long duration. In that sense, this method has limitations in mountainous areas or during flash floods caused by, for example, a storm or breaking waves.

#### **Objective**

The module(s) to be developed shall be capable of addressing these limitations. The bidder shall propose solutions for improving radar-based flood delineation (open, still water) in order to delineate the entire flood extent, particularly in urban, vegetated or mountainous areas or when environmental conditions (strong winds, ice jams) may affect the radar signal.

The product generated by the module(s) shall be in vector format with simple polygonal geometry, according to the Open Geospatial Consortium (OGC) Simple Features standard. The sources and methods used to detect the various polygons shall be distinguishable, allowing for a segmentation of polygons on the basis of this information. A segmentation that makes it possible to distinguish the various environments (open water, flooded vegetation, flooded urban area) is expected.

**Maximum delivery date:** February 2016

### **2) DETERMINATION OF WATER DEPTH**

#### **Issue**

The delineation of flood extent helps guide responders during flooding but does not allow for the assessment of damage caused by a flood. Measuring the water depth makes it possible to assess the impact of flooding on the buildings present and therefore to assess the damage associated with the event.

#### **Objective**

The module to be developed shall generate a product indicating the water depth associated with the flooding. The product generated by the module(s) shall be in matrix (GeoTIFF) and vector format, according to the OGC Simple Features standard. The tool to be developed shall be sensitive to variations in depth corresponding to the accuracy of the source of the data. The water depth products must be contained within the flood extent.

**Maximum delivery date:** February 2016

### **3) IMPROVEMENT OF ICE JAM MONITORING**

#### **Issue**

River ice is classified on the basis of a Radarsat-2 image. This is done in monitoring mode, which means that there are no specific constraints with regard to putting these products online, although it is desirable to make them available as quickly as possible. More specifically, it is the roughness of the ice surface that is classified by the algorithm. Water present on a smooth ice surface can therefore be falsely interpreted as open water. In addition, it can be difficult to distinguish between thermal ice and open water using microwaves. Similarly, rough water, whether caused by winds or rapids, is classified based on its roughness and impedes interpretation. Lastly, there is confusion between agglomerated frazil ice and consolidated ice, and the presence of frazil ice floating on the surface can skew the classification.



Furthermore, the methodology used makes it possible to identify areas of high roughness but not to locate the ice jams themselves.

### **Objective**

The modules to be developed shall offer a classification that makes it possible to locate ice jams on rivers. The bidder shall also propose a methodology for deploying the modules in the current system.

**Maximum delivery date:** February 2017

### **REFERENCES**

A list of references that may be useful for the purposes of this contract is available in a literature review on the best practices and technologies (algorithms and sensors) used in the creation of geospatial products, based on Earth observation data, for use by emergency responders in the event of floods, ice jams, and breaking waves causing flooding.

The review can be downloaded from the following FTP site:

[ftp://ftp.cits.NRCan.gc.ca/pub/production/soumission/egs\\_grip/algorithmes\\_methodes/E6d7mT9r](ftp://ftp.cits.NRCan.gc.ca/pub/production/soumission/egs_grip/algorithmes_methodes/E6d7mT9r)

### **EXPECTED DELIVERABLES**

The deliverables will be augmented with each iteration, in the following manner:

- Conception: At the beginning of each iteration, the contractor will present a preliminary conception.
- Algorithms: The algorithms will be developed over the course of the iterations.
- Documentation: The documentation includes the code, the user's guide and the developer's guide.

### **SW6. EVALUATION OF DELIVERABLES**

All deliverables and services rendered are subject to evaluation by NRCAN. NRCAN reserves the right to refuse any deliverable that is deemed unsatisfactory or that fails to show significant improvement and to request a correction to a deliverable before accepting it.

Deliverables will be evaluated using satellite data from various sources. Specific sites will be identified by NRCAN for validation, for which the results will be manually extracted by specialized operators. The results obtained will be used to evaluate the accuracy of the algorithms developed by the contractor. The processes currently used by the EGS team will serve as a benchmark for validating the degree of improvement.

The tolerance threshold for validating the performance of the algorithms will take into account the following elements, among others: omission/commission, accuracy, within a percentage acceptable to the project director. All deliverables shall be accepted by March 31, 2017.

### **SW7. COMMUNICATION REQUIREMENTS**

- The contractor shall plan for, at a minimum, a start-up meeting and a closing meeting, to be held in person, as part of this project, in Sherbrooke.
- The contractor shall provide a status update on the progress of the work at the project director's request.

### **Travel expenses**

For the duration of the contract, communication between the contractor and NRCAN will occur primarily by email, conference calls or videoconferencing. Travel expenses for at least the start-up and closing meetings, for which an in-person meeting will be deemed necessary, will be invoiced separately, in accordance with the terms and conditions specified by the Treasury Board Secretariat of Canada. The meetings may be held in Sherbrooke or Ottawa.



## **SW8. OTHER TERMS AND CONDITIONS**

### **CONTRACTOR'S OBLIGATIONS**

In addition to the deliverables, the contractor and bidders shall:

- Keep all documents and confidential information
- Destroy all materials loaned by NRCan for the purposes of this contract
- Submit all written reports in electronic format
- Attend a meeting with the partners, if necessary
- Attend the meetings with NRCan
- Work with NRCan staff
- Immediately report any problems or risks

### **NRCAN'S OBLIGATIONS**

The project authority shall provide the contractor with the following documents and access:

- NRCan will identify a resource person whom the firm can contact
- Issue comments on the preliminary reports and deliverables within the deadlines agreed upon by the contractor and the project authority
- Provide any other assistance or support, as needed
- Provide all documentation and reference material required for the production of the deliverables
- Coordinate discussions with the partners

### **LANGUAGE OF WORK**

The language of work, correspondence and all written documents may be in French or English, except for the modules to be developed (code, code documentation), which shall be in English.



## ANNEX B – TECHNICAL EVALUATION CRITERIA

### B1 MANDATORY TECHNICAL CRITERIA

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

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The technical proposal should address each of the criteria in the order in which they appear.

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.

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.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
<b>M1</b>	Bidder must provide a description of the work to be done, including, at a minimum: <ul style="list-style-type: none"> <li>- The methodology, including detailed information on the work to be performed, and a full description of the activities to be carried out and resources used.</li> <li>- A breakdown table of the level of effort, including the estimated number of days allocated to each task, the estimated delivery date for each task and the name of the assigned resource.</li> </ul>		
<b>M2</b>	Bidder must provide two examples of projects carried out in the last five years (at least one must be related to the improvement of algorithms and the other in the field of Earth observation). Information required for each project: <ul style="list-style-type: none"> <li>- Brief description;</li> <li>- Duration (e.g.,: May 2013 to April 2014);</li> <li>- Reference (client name, contact person and contact information);</li> </ul> <p><b>Note:</b> The references must be available during the week following the RFP closing date.</p>		
<b>M3</b>	The persons assigned must include one resource with a minimum of 10 years' experience in the field of programming and another with a minimum of 5 years' experience in the field of Earth observation. Resumes to be provided. <p><b>Note:</b> One proposed resource with a combination of the 2 above requirements satisfies the criteria.</p>		



**B2 POINT RATED TECHNICAL CRITERIA**

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

Only those proposals which are responsive (compliant) with all of the mandatory criteria and then achieve (or exceed) 50 points for the point rated technical criteria section will be further considered for award of a contract. Proposals not meeting the minimum points required will be deemed non-responsive.

Criterion ID	Point Rated Technical Criteria	Maximum Points	Proposal Page #
R1	<p><b>Experience in the field of computer programming:</b></p> <ul style="list-style-type: none"> <li>- Experience in object-oriented programming (5 pts);</li> <li>- Experience developing libraries (5 pts);</li> <li>- Experience with Python 2.7 (5 pts);</li> <li>- Experience with Geomatica/EASI/Geomatica Python libraries (5 pts);</li> <li>- Conducting projects using an agile approach (5 pts).</li> </ul> <p>Bidder must provide at least one example of projects for each experience stated.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;">For each stated experience: 1 point per project to a maximum of 5 points</div>	<b>25</b>	
R2	<p><b>Experience in the field of Earth observation:</b></p> <ul style="list-style-type: none"> <li>- Applied to the mapping of flooding or ice jams (5 pts);</li> <li>- Applied to the mapping of ice jams (5 pts).</li> </ul> <p>Bidder must provide at least one example of projects for each experience stated.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 10px;">For each stated experience: 1 point per project to a maximum of 5 points</div>	<b>10</b>	
R3	<p><b>Description of work to be performed (Methodology):</b></p> <ul style="list-style-type: none"> <li>- Improvement in the extraction of flooded areas (15 points);</li> </ul> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">3 = Poor, 6 = Unsatisfactory, 9 = Good, 12 = Very good, 15 = Excellent</div> <ul style="list-style-type: none"> <li>- Determination of water depths (5 points);</li> </ul> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">1 = Poor, 2 = Unsatisfactory, 3 = Good, 4 = Very good, 5 = Excellent</div> <ul style="list-style-type: none"> <li>- Improvement in the monitoring of ice jams (10 points).</li> </ul> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">2 = Poor, 4 = Unsatisfactory, 6 = Good, 8 = Very good, 10 = Excellent</div>	<b>30</b>	
R4	<p><b>Description of work to be performed and breakdown table:</b></p> <ul style="list-style-type: none"> <li>- <b>Complete, clear and</b> concise (5 points);</li> <li>- Degree of logic (5 points);</li> </ul>	<b>15</b>	



	- Adapted to work approach (5 points).  For each element above: 1 = Poor, 2 = Unsatisfactory, 3 = Good, 4 = Very good, 5 = Excellent		
<b>R5</b>	<b>References provided</b> (10 points)  Validation and satisfaction (5 points each)	<b>10</b>	
<b>Total points</b>		<b>90</b>	

<b>EVALUATION GRID</b>	
<b>Excellent</b>	Demonstrates a full and in-depth understanding.
<b>Very good</b>	Demonstrates a full but not in-depth understanding.
<b>Good</b>	Demonstrates a basic understanding (most of the elements).
<b>Unsatisfactory</b>	Demonstrates a minor understanding (not most of the elements).
<b>Poor</b>	Understanding not demonstrated.



## ANNEX C – FINANCIAL PROPOSAL

### C1 TAXES AS RELATED TO BIDS RECEIVED

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

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

### C2 PRICING DETAILS TO BE PROVIDED IN FINANCIAL PROPOSAL

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

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

#### 1. Professional Fees:

A. Category of personnel	C. Per diem rate	For financial evaluation	
		E. Level of effort (days)	F. Total (CxE)
1.	\$	150	\$
2.	\$	150	\$
3.	\$	150	\$
		<b>G. Grand-Total</b>	<b>\$</b>

#### 2. Travel and Living Expenses:

Destination	Total estimates
Ottawa	\$
Sherbrooke	\$
<b>H. Grand-Total (For financial evaluation)</b>	<b>\$</b>



**3. Miscellaneous Expenses:**

Item	Description	Total estimates
1		\$
2		\$
3		\$
4		\$
<b>I. Total</b>		\$

Sections **E, F, G, H** and **I** in the tables will simply be used for financial evaluation purposes and should not be interpreted as a commitment on the part of NRCan to meet these estimates in the resulting contract.

**Per Diem Rate** - The Per Diem Rate is based on 7.5 hours (seven hours and 30 minutes) exclusive of meal breaks with no provision for annual leave, statutory holidays and sick leave. For work performed for a duration of more or less than one (1) day, the daily rate will be prorated accordingly to cover actual time worked.

The Per Diem Rate is 'all inclusive' except for travel expenses on project business outside the National Capital Region (that is pre-approved by the NRCan Project Authority), and GST. Charges for expenses which are normally incurred in the provision of services, such as labour for conducting negotiations and providing estimates, resolving contract disputes, tracking time sheets, monthly invoicing, facsimile, copying/printing charges, office supplies, computer hardware and software charges, courier, long distance telephone charges, travel from a personal residence to the NRCan site in the National Capital Region, local travel and the like, must be included in the rates and will not be permitted as additional charges to the contract.

**Pre-Authorized Travel and Living Expenses** - The Contractor will be paid for pre-authorized reasonable and proper travel and living expenses incurred by personnel directly engaged in the performance of the work, supported by appropriate receipts and calculated in accordance with the then current National Joint Council Directive on Travel and Living Expenses, (website: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) without allowance thereon for overhead or profit. All payments are subject to government audit. **All travel must have prior authorization of the Project Authority.**

**Miscellaneous Expenses** -The Contractor will be paid for pre-authorized reasonable and proper miscellaneous expenses supported by appropriate receipts at actual cost without allowance thereon for overhead or profit. All miscellaneous expenses must have prior authorization of the Project Authority.



## ANNEX D - CERTIFICATIONS

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

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

### Certifications Precedent to Contract Award

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

### Federal Contractors Program – Certification

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

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

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

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

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;



- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC.)

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

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

**Former Public Servant Certification**

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

**Definitions**

For the purposes of this clause,

"Former public servant" means a former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:

- (a) An individual;
- (b) An individual who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) Sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service.

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

**Former Public Servant (FPS) in Receipt of a Pension**

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

If so, the Bidder must provide the following information:



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

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 Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES ( ) NO ( )**

If so, the Bidder must provide the following information:

- (a) Name of former public servant;
- (b) Conditions of the lump sum payment incentive;
- (c) Date of termination of employment;
- (d) Amount of lump sum payment;
- (e) Rate of pay on which lump sum payment is based;
- (f) Period of lump sum payment including start date, end date and number of weeks;
- (g) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

**Aboriginal Designation**

An Aboriginal business, which can be:

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

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

OR

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

This is to confirm:

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



**STATUS AND AVAILABILITY OF RESOURCES**

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

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

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

**EDUCATION AND EXPERIENCE**

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

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

**CONTRACTUAL CAPACITY AND JOINT VENTURE CONTRACTUAL CAPACITY**

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

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

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

**Certification**

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