

Return Bids to :	Title – Sujet			
Retourner Les Soumissions à :	Paraview, VTK, and Web-based 3D Visualization Support			
Natural Resources Canada	Solicitation No. – No de l'invitation		Date	
Len.Pizzi@Canada.ca	NRCan-5000045884		May 27, 2019	
	Requisition Reference No Nº de la	a demande		
Request for Proposal (RFP)	153599			
Demande de proposition (DDP)	Solicitation Closes – L'invitation pro	end fin		
Proposal To: Natural Resources Canada We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any	at – à 02:00 PM (Easte on – le June 12, 2019	۱ (Eastern Daylight Savings Time (EDT))		
attached sheets at the price(s) set out therefor.	Address Enquiries to: - Adresse tou	ites questions	à:	
Proposition à: Ressources Naturelles Canada	Len.Pizzi@Canada.ca	T		
Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou	Telephone No. – No de telephone	Fax No. – No	o. de Fax	
incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).	(905) 645-0676	(905) 645	5-0831	
	Destination – of Goods and Service Destination – des biens et services			
Comments – Commentaires	Natural Resources Canada 601 Booth Street, Ottawa, ON K1A 0E8			
Issuing Office – Bureau de distribution	Security – Sécurité			
Finance and Procurement Management Branch Natural Resources Canada	There is no security require requirement.	ements ass	ociated with this	
183 Longwood Road South Hamilton, ON L8P 0A5	Vendor/Firm Name and Address Raison sociale et adresse du fourni	sseur/de l'entro	epreneur	
	Telephone No.:- No. de téléphone: Facsimile No.: - No. de télécopieur: Name and Title of person authorize print) Nom et titre de la personne autorisé l'entrepreneur (taper ou écrire en ca	e à signer au r	nom du fournisseur/de	
	Signature	Date		



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The Articles contains in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

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

1.2 Summary

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

1.2.1 Requirement for general support needs (Part I), further development of GSC 3D Viewer (Part II), further development of vtkIOSegY reader (Part III), and (Part IV - Potential) translation of Part II into a web environment.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- In the complete text content (except Section 3) Delete: Public Works and Government Services Canada" and Insert: "Natural Resources Canada." Delete: "PWGSC" and Insert: "NRCan"
- Section 2: Delete: "Suppliers are required to" and Insert: "It is suggested that suppliers"
- Subsection 1 of Section 8: Delete entirely
- Under Subsection 2 of Section 20: Not applicable

2.2 Submission of Bids

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

len.pizzi@canada.ca

IMPORTANT

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

NRCan-5000045884 - Paraview, VTK, and Web-based 3D Visualization Support

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

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

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

2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit



the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least three (3) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Basis for Canada's Ownership of Intellectual Property

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 **Bid Preparation Instructions**

Canada

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy) in a separate file and document

Section III: Certifications (1 electronic copy)

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.

Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

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.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - obtain the required minimum of 35 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 70 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
Calculations	Pricing Score	45/55 x 30 = 24.54	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rating		84.17	73.15	77.7
Overall Rating		1st	3rd	2nd



Canada

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.

Declaration of Convicted Offences 5.1.1

In accordance with the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ciif/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/ciif/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.

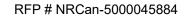
- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding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

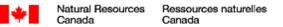
Name of Bidder:	

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 "<u>FCP Limited Eligibility to Bid</u>" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from <u>Employment and Social Development Canada (ESDC) - Labour's</u> 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 <u>NOT an Aboriginal Firm</u>, as identified above.

□ Our Company is an Aboriginal Firm, as identified above.

PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There is no security requirements associated with this requirement.

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**

Canada

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/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

7.2.1 **General Conditions**

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

7.2.2 **Supplemental General Conditions**

The following clauses apply to this contract:

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

7.3 **Dispute Resolution**

Mediation

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

Arbitration

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

Meaning of "Dispute"



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

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute resolution process to resolve any 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 31, 2022 inclusive .

7.6 Comprehensive Land Claims Agreements (CLCAs)

Not applicable.

7.7 Authorities

7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Len Pizzi
Title:	Senior Procurement Officer
Organization:	Natural Resources Canada
Address:	183 Longwood Road South, Hamilton, ON, L8P 0A5
Telephone:	(905) 645-0676
Facsimile:	(905) 645-0831
E-mail address:	len.pizzi@canada.ca

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

7.7.2 Project Authority (to be provided at contract award)

The Project Authority for the Contract is:

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



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

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

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

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

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

7.9 Payment

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

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

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

7.9.2 Method of Payment

Milestone Payments

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

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

7.10 Invoicing Instructions

Invoices shall be submitted using one of the following methods:

<u>E-mail:</u>

nrcan.invoiceimaging-servicedimageriedesfactures.rncan@canada.ca

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



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: _____

OR

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

7.11 Certifications

7.11.1 Compliance

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

7.12 Applicable Laws

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

7.13 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions <u>4007</u> (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2018-06-21) Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment; and
- (f) the Contractor's bid dated _____.

7.14 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

SACC Manual clause <u>A2000C</u> (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause <u>A2001C</u> (2006-06-16) Foreign Nationals (Foreign Contractor)

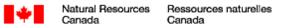


7.15 Insurance

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

7.16 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier <u>or</u> the contractor <u>or</u> 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 <u>boa.opo@boa.opo.gc.ca</u>.



ANNEX "A" - STATEMENT OF WORK

SCOPE:

Requirement for general support needs (**Part I**), further development of GSC 3D Viewer (**Part II**), further development of vtklOSegY reader (**Part III**), and (**Part IV - Potential**) translation of **Part II** into a web environment.

Part I

The Contractor will perform support services for 3 years, including answering questions, providing prototypes, adding features, fixing bugs, reviewing code, and providing training, on a time and materials basis

Part II

Development of GSC 3D viewer:

The Contractor will further develop an existing customized 3D visualization environment using VTK (open source Visualization Tool Kit) for viewing complex 3D geological models.

Features that could be developed are the following (but not limited to):

- 1) Asynchronous data loading and rendering of potentially enormous 3D geological datasets.
- 2) Create custom mapper that directly renders structured grid without conversion to polydata.
- Add gui elements for data queries which leverage the vtkFieldData attributed to each vtk geometry object. Most data within vtkFieldData are thematic in nature (non-spatial descriptions classifying the data). Support object bound queries.
- 4) Permit other vtk files (not linked by a database) to be imported into the viewer.
- 5) Add filters enabling restriction of geometry visualization according to particular values or ranges of values within their associated scalar data.
- 6) Custom glyph for planar point data point observations attributed with planar orientation. Glyph would also have strike and dip symbol.
- 7) Add spread sheet tab or area where you and see data tables.
- 8) Provide optimization for visualization of volumetric geological models.

Part III

The Contractor will further develop an existing vtk module called vtkIOSegY which reads seismic data in the segy format. The following features would be added:

1) Functionality to directly generate a quad and triangular mesh from the vtkStructuredGrid. Generate an image texture from the scalar data and compute the necessary texture coordinates on the outputted vtkPolyData.

Part IV (optional)

After year one, a decision will be made as to whether or not the work completed in **Part II** would be translated into a web environment using ParaviewWeb or other VTK-friendly web visualization solutions.

The requirements of the web visualization environment would be:

1) An efficient and responsive viewer where lag between a user's interaction and the response on screen is virtually eliminated.



- 2) Have the same gui elements and functionality as Part II.
- 3) Computations will be completed on a data server and visualizations streamed to the user.



ANNEX "B" - BASIS OF PAYMENT

(to be completed at contract award)



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
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Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	For each proposed resource (up to three (3) resources in total) named in the Bidder's proposal, the Bidder <u>MUST</u> provide three (3) written project summaries describing in detail their current and previous experience with using and customizing VTK, Paraview, and Kitware web-based technologies for 3D scientific visualization purposes during the past three (3) years.		
	All three (3) project summaries cited must demonstrate at least 3 years of experience with Kitware open source code.		
	 The experience and expertise demonstrated with the three (3) project summaries must include: 1. Developing algorithms for streaming Big Data 3D models of various geometry types (including volumetric grids/meshes) using hierarchical approaches using varying LOD (level of detail). 2. Development of custom mappers/shaders to improve rendering performance 3. Developing custom applications and associated GUI elements 4. Development of custom geometry filters using scalar/vector values attributed to geometry's points and/or cells. 5. Ability to add custom glyph's for data visualization 6. Ability to optimize the visualization of extremely large volumetric models 7. Development of custom 3D web visualization using Kitware open source code NRCan reserves the right to contact the named client project authorities to verify the accuracy and veracity of each of the Bidders cited Project		
M2	The Project Team Leader <u>MUST</u> have at least three (3) years of experience with C++ programming in VTK and Paraview open source code		
М3	Bidders <u>MUST</u> include within their proposal a detailed curriculum vitae (CV) for each proposed resource named in their proposal. CVs must include the following:		
	 a detailed description of the proposed resource's work experience (indicated in years/months) in 3D scientific visualization educational and professional designation attainments, and all other academic credentials for each proposed resource; 		

1.2 EVALUATION OF RATED CRITERIA

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

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



required points will be deemed non-responsive.

Proposals will be evaluated based on the following criteria:

Criterion ID	Point Rated Technical Criteria	/Maximum Points	Proposal Page #
R1	Project Summaries	45	
	For each of the three (3) submitted Project Summaries provided in response to Mandatory Requirement 1 will be evaluated against the proposed resources current and previous experience in successfully delivering customized 3D scientific visualization solutions		
	The Project Summaries will evaluated against the following factors:		
	 Demonstration of experience with and understanding of NRCan's desired outcomes for customized 3D scientific visualization solutions as defined within the Statement of Work; Similarity of cited projects to NRCan's requirement; The provision of media relations training services within an environment similar to NRCan's;and Evidence that previous relevant developed solutions and provided services were delivered on time, on budget. 		
	The Project Summaries will evaluated against the following factors:		
	 Demonstration of experience with and understanding of NRCan's desired outcomes for customized 3D scientific visualization solutions as defined within the Statement of Work; up to 25 pts 15% of the pts for Part I of SOW 65% of the pts for Part II of SOW 5% of the pts for Part III of SOW 5% of the pts for Part IV of SOW Similarity of cited projects to NRCan's requirement; up to 10 pts 5 pts for projects involving 3D visualization of geoscience models 3 pts for projects involving web-based 3D visualization iii. 2 pts for projects involving seismic data Evidence that services and developed code were delivered on time, on budget, and meeting or exceeding the expectation of the client; up to 10 pts 4 pts for on budget associated projects 3 pts for on time deliverables 3 pts for exceeding expectation for the client (e.g. beyond expected performance levels) 		
R2	Experience in 3D scientific visualization	15	
	The proposed resources should demonstrate their collective experience in developing customized 3D scientific visualization using VTK.		
	Three (3) points for each year of experience (per resource) providing customized 3D scientific visualization solutions with VTK to a maximum of fifteen (15) points .		



R3	Experience in 3D web-based visualization solutions	10	
	The proposed resource should demonstrate their collective experience in developing customized web-based 3D scientific visualizations.		
	Two (2) points for each year of experience in providing customized 3D web-based visualization to a maximum of ten (10) points .		
	Total points	70	

2. FINANCIAL CRITERIA

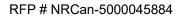
2.1 MANDATORY FINANCIAL CRITERIA

2.1.1 FUNDING LIMITATION

The maximum funding available for the Contract resulting from the bid solicitation is \$ 60,000.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

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

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



APPENDIX "2" – FINANCIAL PROPOSAL FORM

1. FIRM PRICE - Milestone Payments

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

Milestone #	Description of Milestone	Milestone Firm Price (applicable taxes excluded)
1	Paraview, VTK, and Web-based 3D Visualization Support – Parts 1 to 3	\$
2	Paraview, VTK, and Web-based 3D Visualization Support – Part 4 (optional)	\$
Total Firm Price for Financial Proposal Evaluation:		\$