



ADVANCE CONTRACT AWARD NOTICE (ACAN)

1. Definition

An ACAN is a public notice indicating to the supplier community that a department or agency intends to award a contract for goods, services or construction to a pre-identified supplier, thereby allowing other suppliers to signal their interest in bidding, by submitting a statement of capabilities. If no supplier submits a statement of capabilities that meets the requirements set out in the ACAN, on or before the closing date stated in the ACAN, the contracting officer may then proceed with the award to the pre-identified supplier.

2. Definition of Requirement

The Department of Natural Resources Canada has a requirement to provide:

- technical advice on Geosoft Oasis montaj, GM-SYS, VOXI software and extensions
- phone and on-site systems management services for Geosoft Oasis montaj, GM-SYS, VOXI software and extensions software as detailed below; and
- Geosoft Oasis montaj, GM-SYS, VOXI software and extensions decision support tools update service for each year (licensed seats).
 - Provide Geosoft decision support tools update service for each year (licensed seats).

2.1 Scope of Work

In the scope of Geosoft montaj(TM), GM-SYS, VOXI software and extensions:

- Product upgrades – provide access to core system updates.
- Patches and Fixes – provide online interim upgrades and continual enhancements
- Perpetual and mobile licencing enable moving licences from one platform to another and assign to new or temporary users
- Renames – provide continued support if software changes names, style or layout
- Learning – provided access to comprehensive support and e-learning services
- Compatibility – ensure that software is compatible with hardware changes, firmware updates and other software configurations

2.2. Client Support

Telephone (hot line support) and Web support to address:

- o Identifying and troubleshooting problems
- o Addressing workflow and general usage questions
- o Resolving issues during installation, upgrades, and license related activities
- o Identifying and logging bugs reports and feature requests

2.3 Deliverables

The deliverables are be grouped under the categories, as follows:

- Software maintenance
- Professional services
- Upgrade services



Professional Services

- Provide professional services on an “as and when requested” for the duration of the contract
- Assist with moving licenses from one platform to another and assign to new or temporary users
- Provide support to help adapt workflow when software changes names, style or layout
- Provide access to comprehensive support and e-learning services on the montaj software suite

Upgrade Services

- Provide access to the core system updates of the Geosoft Montaj, VOXI and GM-SYS software and extensions, once they become available.
- Online interim upgrades and continual enhancements

Software Maintenance

- If a technical problem with the Geosoft software occurs to hardware, firmware or other software configurations, Geosoft must provide the solution to that problem.

3. Criteria for Assessment of the Statement of Capabilities

Any interested Supplier must demonstrate by way of a Statement of Capabilities that its product/equipment/system meets the following requirements:

- Be the original manufacturer of Oasis Montaj. The software and all montaj and montaj+ extensions are trademarked by Geosoft. The "GM-SYS Profile Modelling", "UAV Geophysics" and "Depth to Basement" extensions must be directly integrated within Oasis montaj.
- Must be the developer of the GeoSoft Software and be able to design and/or implement Geosoft specialized applications.
- Must be able to provide upgrades, support and maintenance to the GeoSoft applications.
- Must be able to use the software for analysis, processing, display and geophysical modelling.

4. Trade Agreements

North American Free Trade Agreement (NAFTA):

Canada-Chile Free Trade Agreement:

Canada-Honduras Free Trade Agreement

Canada-Panama Free Trade Agreement:

Canada-Columbia Free Trade Agreement and Canada-Peru Free Trade Agreement:

Canada-Ukraine Free Trade Agreement:

World Trade Organization – Agreement on Government Procurement (WTO-AGP):

Canada Free Trade Agreement (CFTA):

5. Justification for the Pre-Identified Supplier

The supplier mentioned in Section 11 below is the only known supplier that meets the mandatory criteria set out in Section 3 above.

Should Canada receive a Statement of Capabilities from a supplier that contains sufficient information to indicate that it meets the requirements set forth in this ACAN, a competitive process will be triggered with a technical and



financial evaluation methodology of the bids proposed by the potential bidders.

6. Exception to the Government Contract Regulations

The following exception to the Government Contracts Regulations is invoked for this procurement under subsection 6 (d) - Only one person or firm is capable of performing the contract

The identified supplier Seequent Geosoft Inc. is the only one able to meet all of the criteria identified in Paragraph 3 above.

7. Exclusions and/or Limited Tendering Reasons

The following exclusions and/or limited tendering reasons are invoked under the:

North American Free Trade Agreement (NAFTA):

Applicable Limited Tendering Provision (Article 1016.2)

1016.2(b) - where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists;

Canada-Chile Free Trade Agreement:

Applicable Limited Tendering Provision (Article Kbis-09)

Kbis-09 (b) - where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists;

Canada-Honduras Free Trade Agreement

Applicable Limited Tendering Provision (Article 17.11)

17.11.2 b) a good or service being procured can be supplied only by a particular supplier and a reasonable alternative or substitute does not exist because:

- (i) the good or service is a work of art,
- (ii) the good or service is protected by a patent, copyright or other exclusive intellectual property right, or
- (iii) there is an absence of competition for technical reasons;

Canada-Panama Free Trade Agreement:

Applicable Limited Tendering Provision (Article 16.10)

16.10.1b) a good or service being procured can be supplied only by a particular supplier and a reasonable alternative or substitute does not exist because:

- (i) the good or service is a work of art,
- (ii) the good or service is protected by a patent, copyright or other exclusive intellectual property right, or
- (iii) there is an absence of competition for technical reasons;

Canada-Columbia Free Trade Agreement and Canada-Peru Free Trade Agreement:

Applicable Limited Tendering Provision (Article 1409.b)

b) Where the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist for any of the following reasons:

- a) The requirement is for a work of art,
- b) The protection of patents, copyrights or other exclusive rights, or
- c) Due to an absence of competition for technical reasons;

Canada-Ukraine Free Trade Agreement:



Applicable Limited Tendering Provision (Article 10.13.b)

(b) if the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist for any of the following reasons:

- (i) the requirement is for a work of art;
- (ii) the protection of patents, copyrights or other exclusive rights; or
- (iii) due to an absence of competition for technical reasons

World Trade Organization – Agreement on Government Procurement (WTO-AGP):

Applicable Limited Tendering Provision (Article XIII (b))

(b) where the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist for any of the following reasons:

- (i) the requirement is for a work of art;
- (ii) the protection of patents, copyrights or other exclusive rights; or
- (iii) due to an absence of competition for technical reasons

Canada Free Trade Agreement (CFTA):

Applicable Limited Tendering Provision under CFTA (Article 513.bi)

506.12(b) – where there is an absence of competition for technical reasons and the goods or services can be supplied only by a particular supplier and no alternative or substitute exists;

8. Ownership of Intellectual Property

Ownership of any Foreground Intellectual Property arising out of the proposed contract will vest in the Contractor.

9. Period of the Contract

It is anticipated that the contract will begin upon date of award and end **June 30, 2021**, with up to four (4) additional one (1) year option periods.

10. Estimated Cost

The approximate cost of this requirement will not exceed \$794,927 CAD for the full term of the Contract. Customs duty included and Applicable Taxes extra.

11. Name and Address of the Proposed Contractor

Sequent Geosoft Inc.
#810 – 27 Queens Quay West
P.O. Box 131
Toronto, Ontario
M5J 1A7

12. Suppliers' Right to Submit a of Statement of Capabilities

Suppliers who consider themselves fully qualified and available to provide the services/goods described herein, may submit a Statement of Capabilities in writing, preferably by e-mail, to the contact person identified in this Notice on or before the closing date and time of this Notice. The Statement of Capabilities must clearly demonstrate how the supplier meets the advertised requirements.



13. Closing Date

Closing Date: July 16, 2020
Closing Time: 2:00 p.m. EDT

14. Contract Authority

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