



**RETURN RESPONSES TO:  
RETOURNER LES RÉPONSES À:**

PWGSC Bids Receiving Unit  
Place Bonaventure, 7th Floor  
South-East Portal  
800 De la Gauchetière St. W.  
Montreal, Quebec, Canada  
H5A 1L6

Réception des soumissions de  
TPSGC,  
Place Bonaventure, 7<sup>e</sup> étage  
Portail Sud-Est  
800 rue de la Gauchetière Ouest  
Montréal, Québec, Canada  
H5A 1L6

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal to : Public Works and Government  
Services Canada**

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

**Proposition aux : Travaux publics et Services  
Gouvernementaux Canada**

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

**Comments – Commentaires**

**Vendor / Firm Name and Address  
Raison sociale et adresse du  
fournisseur / de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Space Programs Directorate (Mtd Division)  
6767 route de l'Aéroport  
Longueuil, Quebec, Canada  
J3Y 8Y9



<b>Titre – Sujet</b> <b>Operation, Maintenance and Engineering Services in support of the Canadian Geospace Observatory Program</b>	
<b>Solicitation No. - N° de l'invitation</b> 9F045-15-0373	<b>Amendment No. - N° modif.</b> N/A
<b>Client Reference No. - N° de référence du client</b> 9F045-15-0373	<b>Date</b> February 15, 2016
<b>GETS Ref. No. - N° de réf. de SEAG</b>  PW-16-00721491	
<b>File No. - N° de dossier</b> 9F045-15-0373	<b>CCC No./N° CCC - FMS No/N° VME</b> N/A
<b>Solicitation Closes - L'invitation prend fin :</b>	
<b>at - à</b> <b>On - le</b>	<b>2:00 pm</b> <b>March 30, 2016</b>
<b>Time Zone Fuseau horaire</b> Eastern Daylight Time (EDT)	
<b>F.O.B - F.A.B.</b>	
<b>Plant-Usine :</b> <input type="checkbox"/>	<b>Destination :</b> <input checked="" type="checkbox"/> <b>Other-Autre :</b> <input type="checkbox"/>
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bruno Bergeron	<b>Buyer Id - Id de l'acheteur</b> 100mtd
<b>Telephone No. - N° de téléphone</b> 450-926-6751	<b>E-mail address - Adresse Courriel</b> bruno.bergeron@canada.ca
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Various – See herein	

**Instructions :** See Herein  
**Instructions :** Voir aux présentes

<b>Delivery Required - Livraison exigée</b>  See herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor / Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur / de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b>  <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

#### **List of Annexes:**

- Annex "A" - Statement of Work;
- Annex "B" - Basis of Payment;
- Annex "C" - Federal Contractors Program for Employment Equity – Certification;
- Annex "D" - Non-Disclosure Agreement (NDA);
- Annex "E" – Insurance Requirements;
- Annex "F" - Support Task Authorization Process and Form;
- Annex "G" – Bidder's / Contractor's Disclosure of Intellectual Property
- Annex "H" – Bid Cost Breakdown Calculation Sheet

## 1.2 Summary

### Project Title:

Operations, maintenance, and engineering (OM&E) services for the Geospace Observatory (GO) Canada program for the Canadian Space Agency

### Description:

- a) Public Works and Government Services Canada (PWGSC), on behalf of the Canadian Space Agency (CSA), located in St-Hubert, Quebec (the "Client"), is seeking bids to provide operations, maintenance, and engineering (OM&E) services to the Geospace Observatory (GO) Canada program.

The Go Canada program is motivated by the need for greater fundamental understanding of the planetary environments that are affected by short- and long-term variability of our star – the Sun. The Sun and Earth form a tightly coupled system, with solar variability driving space weather and climate, the creation of harsh radiation environments, and the generation of the aurora. The GO Canada program seeks to understand this fundamental solar-terrestrial coupling and its influence on our planetary environment.

- b) The period of delivery of the services associated with the GO Canada program is from **June 1, 2016 to December, 31 2019.**
- c) This bid solicitation is intended to result in the award of a contract of thirty-one (31) months contract, plus two (2) one-year irrevocable options allowing Canada to extend the term of the Contract. All parts of the services and sites that are required from the contractor are defined in Annex "A" of Part 7 the current Request For Proposal (RFP).

### Scope of work:

- a) Project Management:
- i. Produce reports and plans, project control
  - ii. Participate in CGSM science team meetings
- b) Configuration Management:
- i. Maintain Material Inventory Control
  - ii. Maintain System Configuration Control
- c) Scientific instruments:
- i. Provide assistance in development of ground-based instruments
  - ii. Provide assistance in deployment of ground-based instruments
  - iii. Provide assistance in maintenance of ground-based instruments
- d) CGSM Core Sites:
- i. Provide support to build, modify, refurbish, or electronically connect remote physical sites; and to decommission and dispose remote physical sites
  - ii. Operate and maintain remote physical sites
- e) Information Technology:
- i. Maintain and develop the ITI system monitoring tool
  - ii. Maintain and develop the ITI configuration tool
  - iii. Integrate ITI systems

### Contract Period:

The initial period of the Contract is from June 1, 2016 to December 31, 2019.

**Intellectual Property:**

The Intellectual Property vests with the Contractor.

**Security Requirements:**

There is no security requirements associated with this requirement.

**Integrity Provisions:**

As per the Integrity Provisions under section 01 of Standard Instructions 2003 (2015-07-03) bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the *Supply Manual* for additional information on the Integrity Provisions and to Part 5 – Certifications.

**Former Public Servants:**

For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of *the bid solicitation*, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

**Trade Agreements:**

This requirement is not subject to the Trade Agreements as per the following dispositions:

- Agreement on Internal Trade (AIT):  
[Chapter 5, Annex 502.1A](#)
- World Trade Organization Agreement on Government Procurement (WTO-AGP):  
[Appendix I, Annex I](#)
- North American Free Trade Agreement (NAFTA)  
[Chapter 10, Annex 1001.1a-1](#)
- Canada-Chile Free Trade Agreement  
[Annex K bis-01, 1-1](#)
- Canada-Peru Free Trade Agreement  
[Annex 1401,1-1](#)
- Canada-Colombia Free Trade Agreement  
[Annex 1401-1](#)
- Canada-Panama Free Trade Agreement  
[Chapter 16, Annex I](#)

**Comprehensive Land Claims Agreements (CCLAs):**

The following Comprehensive Land Claims Agreements apply to this procurement as detailed below:

- Inuvialuit Final Agreement: for deliveries\* to Sachs Harbour, Northwest Territories;
- Nunavut Land Claims Agreement: for deliveries to Arviat, Contwoyto Lake, Qikiqtarjuaq, Rankin Inlet et Taloyoak in Nunavut;
- Tr'ondëk Hwëch'in Final Agreement: for deliveries to Dawson, Yukon;
- Inuit Land Claims Agreement for deliveries in Nain, Newfoundland & Labrador.

\*where "deliveries to" means "goods delivered to, and services performed in."

### **Federal Contractors Program for Employment Equity**

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex "D" titled [Federal Contractors Program for Employment Equity - Certification](#).

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 4 of Section 05, *Submissions of Bids* of the 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: one hundred and eighty (180) days.

#### **2.1.1 SACC Manual Clauses**

A7035T (2007-05-25) List of Proposed Subcontractors

A9033T (2012-07-16) Financial Capability

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit at the address below by the date and time indicated on page 1 of the bid solicitation.

Bids are to be sent to the following address:

Bids Receiving Unit  
Public Works and Government Services Canada  
Quebec Region

Place Bonaventure, 7th Floor, South-East Portal  
800 De la Gauchetière Street West  
Montreal, Quebec, Canada  
H5A 1L6

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

## 2.2.1 Mandatory Non-Disclosure Agreement Requirement

As the Bidders will need to review the documents part of Appendix 1 – Core Sites Layout Diagram and Appendix 2 - ITI Build Document of the Statement of Work (Annex "A" to this bid solicitation document), they must request such document from the Contracting Authority identified on page 1 of this bid solicitation document through an e-mail.

As the documents listed documents contained in Appendix 1 and 2 of the Statement of Work (SOW) (Annex "A" to this bid solicitation document) contains information that is confidential or proprietary to Canada or third parties, the Bidder must provide the Contracting Authority with a signed Non-Disclosure Agreement (NDA) (included as the "Annex D" of this solicitation document) before being provided with a copy of such document. To expedite the processing of such request, such NDA should be provided to the Contracting Authority at the same time as the request is made to access such document.

## 2.3 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.

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 \$5,000.00 (CDN) including Applicable Taxes.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) working 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.

## **2.5 Applicable Laws**

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

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.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

- Section I:        Technical and Programmatic Bid:  
                      one (1) hard copy and one (1) soft copy on CD, DVD or USB Key.
- Section II:        Financial Bid:  
                      one (1) hard copy and one (1) soft copy on CD, DVD or USB Key.
- Section III:       Certifications:  
                      one (1) hard copy and one (1) soft copy on CD, DVD or USB Key.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy. The only acceptable file formats for the soft copies are MS Word, MS Excel or Adobe PDF.

**\*\*\*Prices must appear in the financial bid only\*\*\*.  
No prices must 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) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process ([Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

## **Section I: Technical and Management Bid**

In their technical and management bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work. The technical and management bid must 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.

In their technical and management bid, bidders must describe their capability and experience, the project management team and provide client contact(s).

### **3.1.1 Technical Bid:**

This section of the bid should describe the methodology and technical capability and experience of the Bidder to carry out the foreseen work described in the Statement of Work. This should include but not limited to:

- i. Demonstrated experience of field installation and infrastructure;
- ii. Demonstrated experience in remote monitoring and operation of field installations;
- iii. Demonstrated experience in maintenance, development and integration of information technology systems and software;
- iv. Demonstrated experience in providing support for the development, deployment and maintenance of ground-based scientific equipment.

### **3.1.2 Management Bid:**

This section of the proposal should describe the Management Plan and the resources of the Bidder to carry out the foreseen work as described in the Statement of Work. This should include but not limited to:

- i. Experience of the Project Manager**
- ii. Management Plan**
- iii. Management method**

This subsection should discuss the methodology by which the Bidder will answer to Task Authorization Requests. It should also discuss how the project will be managed at the Bidder's facility, and should detail the organization chart pertaining to this project, in accordance with the Statement of Work.
- iv. Technical Team**

This subsection provides details of the technical team, relevant expertise and responsibilities. It should discuss the allocation of resources and any mitigation strategy to compensate for a loss of critical members of the team. A table should be provided identifying each individual by name where possible and provide his or her labour category. As a guideline, Table A-1 represents a fictitious example.

**Table A-1**

Labour Categories	Resource A	Resource B	Resource C	Resource D	Resource E
Program Manager/Engineer	X				
Technician			X		
Administrative Technician		X			
Administrative Assistant					X
Programmer				X	

Also, a table should be provided identifying the involvement of each resource in the following main activities foreseen at this time: field infrastructure installation and maintenance; remote monitoring and operation of field infrastructure; maintenance, development and integration of information technology systems and software; and support for development, deployment and maintenance of ground-based scientific instruments. As a guideline, Table A-2 below represents a fictitious example.

**Table A-2**

Activities	Resource A	Resource B	Resource C	Resource D	Resource E
Field Infrastructure installation and maintenance	X				
Remote monitoring and operation of field infrastructure			X		
Maintenance, development and integration of information technology systems and software		X			
Support for development, deployment and maintenance of ground-based scientific instruments					X

Professional curriculum vitae of proposed resources are also required should be included as an Appendix.

### 3.1.4 Task Authorization Form

The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form and process specified in Annex "E" of this bid solicitation document. Alternatively, the Bidder may propose, in its Technical and Management Bid, to use its own Task Authorization Form. Should Canada elect to use the Bidder's own Task Authorization Form, such decision will be evidenced in the resulting Contract.

## **Section II: Financial Bid**

**3.1.5 Bidders must submit their financial bid in accordance with the "Bid cost breakdown Calculation sheet" (Annex "H" to this bid solicitation document).** Bidders should also fill and include the Basis of Payment (Annex "B") in their financial bid.

Additional instructions:

- a) A firm all-inclusive hourly rate for each category of resources for the first period defined in the contract (June 1, 2016 to December 31, 2017) must be provided.
- b) The escalation factor that the contractor wishes to apply to the following period defined in the contract
- c) The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.
- d) Prices must be in Canadian funds, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.

## **Section III: Certifications**

**3.1.6** 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 Programmatic" and "Financial" evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Criteria**

**At bid closing time**, the Bidder must comply with the following Mandatory Requirement and provide the necessary documentation to support compliance.

Any bid which fails to meet the following Mandatory Requirement will be declared non-responsive.

**M1.** The Bidder (proposed Prime Contractor) must be a Canadian Based Supplier. (This requirement is limited to Canadian Based Suppliers. A Canadian Based Supplier means all commercial enterprises, universities, and non-profit organizations resident and operating in Canada and incorporated, registered or recognized as such, under federal or provincial legislation and which carry out activities in Canada).

##### **4.1.1.2 Point Rated Technical and Management Criteria**

The Technical and Management bid will be evaluated and scored in accordance with the following evaluation criteria:

To be responsive, the Bidder must achieve the minimum score requirements as indicated in Table B-1. Proposals will be evaluated according to the point-rated criteria as specified in Table B-1, Appendix 1, and Appendix 2 attached hereto. The criteria are grouped under the following categories:

- Technical;
- Management; and
- CLCA Plan

Appendix 1 contains a series of evaluation criteria, each supported by a set of five (5) benchmark statements (A, B, C, D, E). Each of these statements has a corresponding relative value:

A = 100% of maximum point rating score  
B = 75% of maximum point rating score  
C = 50% of maximum point rating score  
D = 25% of maximum point rating score  
E = 0% of maximum point rating score

**Table B-1: List of Applicable Criteria and Associated Ratings**

<b>GO Canada element Operations and Maintenance Services</b>		
<b>1. Technical Criteria</b>	Minimum passing score per given criteria	Maximum points
1.1 Experience of field infrastructure installation and maintenance	15	30
1.2 Experience in remote monitoring and operation of field infrastructure	2.5	10
1.3 Experience in maintenance, development and integration of information technology systems and software	5	20
1.4 Experience in providing support for development, deployment and maintenance of ground-based scientific instruments	5	20
<i>Maximum <b>overall</b> Score for all Technical criteria</i>		80
<i>Minimum <b>overall</b> score required for all Technical criteria</i>		<b>50</b>
<b>2. Management Criteria</b>	Minimum passing score	Maximum points
2.1 Experience and expertise of the Project Manager	5	10
2.2 Management plan	2.5	10
<i>Maximum Score for Management criteria</i>		20
<i>Minimum <b>overall</b> Score required for Management criteria</i>		<b>10</b>
<b>3. CLCA Plan and Evaluation Criteria</b>	Minimum passing score	Maximum points
3.1 Refer to Annex 2 – CLCA Plan and Evaluation Criteria	N/A	10
<i>Maximum Overall Score</i>		110
<i>Minimum required Overall Score</i>		<b>60</b>

#### 4.1.2 Financial Evaluation

The price of the bid must be presented in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded and presented separately, FOB destination, Canadian customs duties and excise taxes included (if applicable). For evaluation purposes only, the price of the bid will be determined as follows:

- 1) The rates proposed for each resource category will be multiplied by the estimated level of effort specified in Annex "H", for each year of the contract period; and
- 2) Will be subjected to the escalation factor identified by the contractor;
- 3) All resulting values will be added and the total sum will represent the Total Price for evaluation.

The estimated level of effort specified in Attachment 1 is only an approximation of requirements given in good faith and is provided for financial bid evaluation purposes only. It does not represent a commitment by Canada.

## **4.2 Basis of Selection**

### **4.2.1 Basis of Selection - Lowest Evaluated Price Per Point**

4.2.1.1 To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all mandatory evaluation criteria;
- c) obtain the required minimum points for each criterion and each group of criteria with a pass mark;
- d) obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 110 points.

Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract. The evaluated price per point will be determined by dividing the evaluated price of the bid by the number of points obtained for the point rated technical evaluation criteria.

In the event that two or more responsive bids have the same lowest evaluated price per point, the responsive bid which obtained the highest number of points overall for the point rated technical and management evaluation criteria will be recommended for award of a contract.

The evaluated price per point will be determined as follows:

$$\text{Evaluated Price Per Point} = \frac{\text{Total Price for Evaluation}}{\text{Total Points Obtained}}$$

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## Appendix 1 Evaluation Criteria and Benchmark Statements

For the purpose of evaluation, the following terms are defined:

*Average	Sum of all relevant work experience of the team members divided by the number of team members (for a given task).
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### 1. Technical criteria

#### 1.1 Experience of field infrastructure installation and maintenance.

*This criterion evaluates the Bidder's experience in providing support for the installation and maintenance of infrastructure located in remote and isolated areas.*

##### A. Excellent

Qualitative: The Bidder demonstrates excellent experience in providing support for the installation and maintenance of remote and isolated infrastructure.

Quantitative: The members of the team associated with these tasks have an average\* of more than 5 years of similar work experience.

##### B. Good

Qualitative: The Bidder demonstrates good experience in providing support for the installation and maintenance of remote and isolated infrastructure.

Quantitative: The members of the team associated with these tasks have an average\* of more than 3 years of similar work experience.

##### C. Average

Qualitative: The Bidder demonstrates average experience in providing support for the installation and maintenance of remote and isolated infrastructure.

Quantitative: The members of the team associated with these tasks have an average\* of more than one year of similar work experience.

##### D. Poor

Qualitative: The Bidder demonstrates limited experience in providing support for the installation and maintenance of remote and isolated infrastructure.

Quantitative: The members of the team associated with these tasks have an average\* of one year or less of similar work experience.

E. Not addressed in the Bidder's proposal.

**1.2** Experience in remote monitoring and operation of technological and field infrastructure.  
*This criterion evaluates the Bidder's experience in providing remote monitoring and operation of technological and field infrastructure.*

**A. Excellent**

Qualitative: The Bidder demonstrates excellent experience in providing remote monitoring and operation of technological and field infrastructure.

Quantitative: The members of the team associated with these tasks have an average\* of more than 5 years of similar work experience.

**B. Good**

Qualitative: The Bidder demonstrates good experience in providing remote monitoring and operation of technological and field infrastructure

Quantitative: The members of the team associated with these tasks have an average\* of more than 3 years of similar work experience.

**C. Average**

Qualitative: The Bidder demonstrates average experience in providing remote monitoring and operation of technological and field infrastructure.

Quantitative: The members of the team associated with these tasks have an average\* of more than one year of similar work experience.

**D. Poor**

Qualitative: The Bidder demonstrates limited experience in providing remote monitoring and operation of technological and field infrastructure.

Quantitative: The members of the team associated with these tasks have an average\* of one year or less of similar work experience.

**E.** Not addressed in the Bidder's proposal.

**1.3** Experience in maintenance, development and integration of information technology systems and software.

*This criterion evaluates the Bidder's experience in maintaining a legacy system similar to the integrated information technology system currently in use (legacy software coded in Tcl and C programming languages), and in the development of new software. It also assesses the Bidder's ability in developing and integrating integrated technology system similar to the one currently in use.*

**A. Excellent**

Qualitative: The Bidder demonstrates excellent experience in providing remote monitoring and operation of technological and field infrastructure.

Quantitative: The members of the team associated with these tasks have an average\* of more than 5 years of similar work experience.

**B. Good**

Qualitative: The Bidder demonstrates good experience in providing remote monitoring and operation of technological and field infrastructure

Quantitative: The members of the team associated with these tasks have an average\* of more than 3 years of similar work experience.

**C. Average**

Qualitative: The Bidder demonstrates average experience in providing remote monitoring and operation of technological and field infrastructure.

Quantitative: The members of the team associated with these tasks have an average\* of more than one year of similar work experience.

**D. Poor**

Qualitative: The Bidder demonstrates limited experience in providing remote monitoring and operation of technological and field infrastructure.

Quantitative: The members of the team associated with these tasks have an average\* of one year or less of similar work experience.

**E.** Not addressed in the Bidder's proposal.

**1.4** Experience in providing support for the development, deployment and maintenance of ground-based scientific instruments.

*This criterion evaluates the Bidder's experience in providing assistance in the development, deployment and operation of ground-based scientific instruments.*

**A. Excellent**

Qualitative: The Bidder demonstrates excellent experience in providing support for the development, deployment and maintenance of ground-based scientific instruments.

Quantitative: The members of the team associated with these tasks have an average\* of more than 5 years of similar work experience.

**B. Good**

Qualitative: The Bidder demonstrates good experience in providing support for the development, deployment and maintenance of ground-based scientific instruments.

Quantitative: The members of the team associated with these tasks have an average\* of more than 3 years of similar work experience.

**C. Average**

Qualitative: The Bidder demonstrates average experience in providing support for the development, deployment and maintenance of ground-based scientific instruments.

Quantitative: The members of the team associated with these tasks have an average\* of more than one year of similar work experience.

**D. Poor**

Qualitative: The Bidder demonstrates limited experience in providing support for the development, deployment and maintenance of ground-based scientific instruments.

Quantitative: The members of the team associated with these tasks have an average\* of one year or less of similar work experience.

**E.** Not addressed in the Bidder's proposal.

## 2. Management criteria

### 2.1 Experience of the Project Manager.

*This criterion assesses the experience of the Project Manager identified to lead the Work.*

- A. Excellent:** The Project Manager identified has significant experience (more than 10 years similar work experience).
- B. Good:** The Project Manager identified has good experience (more than 5 years similar work experience).
- C. Average:** The Project Manager identified for this proposal has moderate experience (more than 2 years of similar work experience).
- D. Poor:** The Project Manager identified has little or no experience (less than 2 years similar work experience).
- E.** Not addressed in the Bidder's proposal or the Project Manager has not been identified.

### 2.2 Management Plan

*This criterion evaluates the completeness of the Management Plan, consisting of a description of the Bidder's management processes and the provision of an organization chart. It also evaluates the appropriateness\* of the proposed resource allocation.*

- A. Excellent:** The proposal provides a Management Plan with the provision of an organization Chart, and detailed management processes for this project. The Technical team is identified and the Management Plan provides an indication for an appropriate\* resource allocation.
- B. Good:** The proposal provides a Management Plan with the provision of an organization chart, but the management and control processes for this project are not detailed enough. The Technical team is identified and the Management Plan provides an indication for an appropriate\* resource allocation.
- C. Average:** The proposal provides a Management Plan, but the organization chart, the management and control processes for this project are not detailed enough. The Technical Team is identified but the Management Plan does not provides an indication for an appropriate\* resource allocation.
- D. Poor:** The proposal provides a Management Plan, but the organization chart, the management and control processes for this project are not detailed enough. The Technical team is not identified but a hiring plan is proposed that will provide and appropriate\* resource allocation.
- E.** Not addressed in the Bidder's proposal or the Technical team is not identified and the Bidder failed to present a hiring plan that will provide an appropriate\* resource allocation.

\*Appropriate: Full-time allocation of resource to this project is acceptable if mitigation strategies are provided to compensate for the loss of a given resource.

## Appendix 2 CLCA Plan and Evaluation Criteria

### 1. CLCA Plan

1) This requirement is subject to several Comprehensive Land Claims Agreements (CLCAs). It is recommended that each bidder include in its bid a plan addressing the CLCA evaluation criteria detailed in Article 2, for the following CLCAs:

- the **Inuvialuit Final Agreement (IFA)**,
- the **Nunavut Land Claims Agreement (NLCA)**,
- the **Tr'ondëk Hwëch'in Final Agreement (THFA)** and the
- **Labrador Inuit Land Claims Agreement (LILCA)**.

The contents of the bidder's plan will be evaluated in accordance with Article 2 below.

2) The Bidder's plan should contain, as a minimum, the following information:

**Aboriginal Employment and Sub-contracting Opportunities:** The Bidder's proposed strategy for recruiting Aboriginal persons and anticipated use of Aboriginal sub-contractors, including the following information:

- In which capacity will Aboriginal persons be employed and what will be the range of experience to be gained through this employment?
- What will be the Aboriginal subcontracting opportunities for the work to be performed under the contract?
- To the beneficiaries of which CLCAs will these opportunities be provided?

3) **Land Claim Settlement Area Offices:** The number, size and type of any facilities/offices located, or to be located, in any Comprehensive Land Claim Settlement Areas.

### 2. Evaluation of CLCA Plan

The table below describes how PWGSC will evaluate the Bidder's CLCA Plan. The following are the evaluation criteria and the maximum points assigned for each criterion:

Description	Point Allocation	Maximum Points
<b>Aboriginal Employment and Business Opportunities:</b> The employment of Aboriginal labour, engagement of Aboriginal professional services or use of Aboriginal firms that can act as sub-contractors in assisting with carrying out the work under the contract.	1 point - 1 CLCA 2 points - 2 CLCAs 4 points - 3 CLCAs 6 points – 4 CLCAs	6 points
<b>Bidder's offices and/or Facilities:</b> The existence of Head Offices, administrative offices or other facilities in any CLCA Settlement Areas.	1 point - 1 CLCA 2 points - 2 CLCAs 4 points - 3-4 CLCAs	4 points

**For the purpose of interpretation:**

**1) For the Inuvialuit Final Agreement (IFA):**

- "Aboriginal" means "Inuvialuit" as defined in Article 16 (1) of the IFA; and
- "Aboriginal firm" means either "Inuvialuit" as defined in Article 16 (1) of the IFA, or a firm listed on the **Inuvialuit Business List** (<http://www.irc.inuvialuit.com/corporate/ibl/>).

**2) For the Nunavut Land Claims Agreement (NLCA):**

- "Aboriginal" means "Inuit" as defined in Article 1 of the NLCA; and
- "Aboriginal firm" means either "Inuit firm" as defined in Article 24.1.1 of the NLCA, or a firm listed on the **Inuit Firm Registry** (<http://inuitfirm.tunnngavik.com/>).

**3) For the Tr'ondëk Hwëch'in Final Agreement (THFA):**

- "Aboriginal" and "Aboriginal firm" mean "Tr'ondëk Huch'in" and "Tr'ondëk Hwëch'in Firm" respectively, as defined in Chapter 1 of the THFA.

**4) For the Labrador Inuit Land Claims Agreement (LILCA):**

- "Aboriginal" means "Inuit" as defined in Article 1 of the LILCA; and
- "Aboriginal firm" means either an "Inuit Business" as defined in Article 1 of the LILCA, or a firm listed on the **Inuit Business Registry** (<http://www.nunatsiavut.com/business/inuit-business-directory/>).

The CLCAs and related Implementation Plans are available at the Indigenous and Northern Affairs Canada web site: <https://www.aadnc-aandc.gc.ca/eng/1100100030583/1100100030584>.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated 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 in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

### **5.1 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame specified will render the bid non-responsive.

#### **5.1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#) (2015-07-03). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **5.1.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.1.3 Canadian Content Certification**

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the service(s) offered is (are) a Canadian service as defined in paragraph 2 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#) of the PWGSC Supply Manual. The PWGSC Supply Manual is available at: <https://buyandsell.gc.ca/policy-and-guidelines/Supply-Manual>

*The bidder further agrees that this certification will be required for all the Task Authorisations that will be issued as part of the awarded contract.*

### **5.1.4 SACC Manual clause A3050T (2014-11-27), Canadian Content Definition**

#### **5.1.5 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.

#### **5.1.6 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.

#### **5.1.7 Language Capability**

The Bidder certifies that it has the language capability required to perform the Work, as stipulated in the Statement of Work.

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement applicable to this solicitation.

### **6.2 Financial Requirements**

Canada reserves the right to perform a financial evaluation of the Bidder as per SACC Manual Clause A9033T (2012-07-16) *Financial Capability*.

In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

### **6.3 Insurance requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex E.

If the information is not provided in the bid, 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.

### **6.4 Other requirements**

There is no other requirement applicable to this solicitation.

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

#### **7.1.1 Optional Goods and/or Services**

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

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

#### **7.1.2 Non-disclosure Agreement**

The Contractor must obtain from its employee(s) or subcontractor(s) assigned to the performance of the Work under this Contract the completed and signed Non-Disclosure Agreement (NDA), attached at Annex "D" and provide it to the Contracting Authority within five (5) calendar days following the Contract award date and before they are given access to information by or on behalf of Canada in connection with the Work.

#### **7.1.3 Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### **7.1.3.1 Task Authorization Process**

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form and process specified in Annex "F".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables.
3. The Contractor must provide the "Technical" Authority, within ten (10) calendar days of its receipt that includes a minimum but is not limited to:
  - a. a technical proposal outlining the proposed approach and methodology to meet requirement;
  - b. the number of hours for each proposed individual or category, as applicable;

- c. a cost breakdown established in accordance with the Basis of Payment at Annex B. If the Contractor is proposing to subcontract part of the work, a cost breakdown for each proposed subcontractor is to be submitted;
    - d. a proposed type of basis of payment for the task (i.e. firm price, limitation of expenditure or ceiling price). A limitation of expenditure or a ceiling price may be proposed instead of a firm price only in cases where the description of work for the task to be performed is not in sufficient detail to accurately establish a firm price.
4. The Technical Authority will review the information provided by the Contractor and, if it is approved, will authorize the Contractor to proceed with the work by issuing a signed Task Authorization. Individual tasks exceeding the Technical Authority's approval authority must be authorized by the Contracting Authority in accordance with the clause entitled Individual Task Authorizations - Financial Limitation and Approval Authority.
5. The Contractor must not commence work until a TA authorized by the "Contracting" Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### **7.1.3.2 Task Authorization Limit**

The Technical Authority may authorize individual task authorizations up to a limit of \$ 100,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

#### **7.1.3.3 Canada's Obligation - Portion of the Work - Task Authorizations**

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

#### **7.1.3.4 Task Authorization Report**

The Contractor must compile and maintain records on its provision of Work under approved Task Authorizations issued under the Contract. The data must be submitted on a monthly basis to the Contracting Authority.

Electronic reports must be completed and forwarded to the Contracting Authority no later than 15 calendar days after the end of the monthly period. If no Work is provided during a given period, the Contractor must provide a "NIL" report.

The Contractor must complete all of the data fields identified in the report, as applicable.

TASK AUTHORIZATION REPORT						
Contract Number:						
Reporting Period: _____ to _____						
TA Number	TA Amendment Number	Date of TA / TA Amendment	Value of TA / TA Amendment (GST/ HST excluded)	GST/HST	Value of TA / TA Amendment (GST/HST included)	Cumulative Amount

## 7.2 Standard Clauses and Conditions

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

### 7.2.1 General Conditions

[2035](#) (2015-07-03) General Conditions – Research and Development apply to and form part of the Contract.

### 7.2.2 Supplemental General Conditions

The following Supplemental General Conditions apply to and form part of the Contract.

- [4001](#) (2015-04-01), Hardware Purchase, Lease and Maintenance
- [4002](#) (2010-08-16), Software Development or Modification Services
- [4003](#) (2010-08-16), Licensed Software
- [4004](#) (2013-04-25), Maintenance and Support Services for Licensed Software

### 7.2.3 Limitation of Contractor's Liability for Damages to Canada and Third Parties

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$ (**Contract value to be entered**). This limit applies not only to damages to Canada, but also limits the amount that the Contractor must reimburse to Canada if Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor. This limitation of the Contractor's liability does not apply to:
  - a. any infringement of intellectual property rights; or
  - b. any breach of warranty obligations.

3. Despite the above, this article does not require Canada to reimburse the Contractor for amounts that the Contractor is required by law to pay directly to any third party, even if those amounts are for damages that relate to the Contractor's performance of or failure to perform the Contract. Canada is not required to defend the Contractor against any third party claims made directly against the Contractor, even if Canada is also a party to the litigation.

### **7.3 Security Requirements**

There is no security requirement applicable to this Contract.

### **7.4 Comprehensive Land Claims Agreements**

The following Comprehensive Land Claims Agreements apply to this procurement as detailed below:

- Inuvialuit Final Agreement: for deliveries to Sachs Harbour, Northwest Territories;
- Nunavut Land Claims Agreement: for deliveries to Arviat, Contwoyto Lake, Qikiqtarjuaq, Rankin Inlet and Taloyoak in Nunavut;
- Tr'ondëk Hwëch'in Final Agreement: for deliveries to Dawson, Yukon;
- Labrador Inuit Land Claims Agreement: for deliveries in Nain, Newfoundland & Labrador.

where "deliveries to" means "goods delivered to, and services performed in."

### **7.5 Contract Period**

The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- i. The "Initial Contract Period" which begins on June 1, 2016 and ends on December 31, 2019;
- ii. The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

## 7.6 Authorities

### 7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Bruno Bergeron  
Title: Supply Manager  
Public Works and Government Services Canada  
Space Programs Directorate

Address: 6767, Route de l'Aéroport  
St-Hubert, Quebec, Canada  
J3Y 8Y9

Telephone: 450-926-6751  
E-mail address: Bruno.Bergeron@tpsgc-pwgsc.gc.ca

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

### 7.6.2 Technical Authority

The Technical Authority for the Contract is:

Name:  
Title:

Organization: Canadian Space Agency  
Address: 6767, Route de l'Aéroport  
St-Hubert, Quebec, Canada  
J3Y 8Y9

Telephone:  
E-mail address:

The Technical 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 Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 7.6.3 Contractor's Representative

Name:  
Title:

Organization:  
Address:

Telephone:  
E-mail address:

### 7.7 Proactive disclosure of contracts with Former Public Servants

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

### 7.8 Payment

#### 7.8.1 Basis of Payment

One of the following types of basis of payment will form part of the approved Task Authorization (TA). The task price must be determined in accordance with the Basis of Payment at Annex B.

(a) Firm Price TA

In consideration of the Contractor satisfactorily completing all of its obligations under the approved TA, the Contractor will be paid the firm price stipulated in the TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 Technical Authority or the Contracting Authority before their incorporation into the Work.

(b) Ceiling Price TA

The Contractor will be reimbursed its costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to the ceiling price specified in the approved TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

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 Technical Authority or the Contracting Authority before their incorporation into the Work.

(c) TA subject to a Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment "B", to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

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.

**7.8.2 Minimum Work Guarantee - All the Work - Task Authorizations**

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10 % of the "Maximum Contract Value".

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### **7.8.3 Travel and Living Expenses**

When and if applicable, the Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have been explicitly pre-authorized in writing by the Technical Authority. All payments are subject to government audit.

### **7.8.4 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \_\_\_\_\_ \$CDN. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,whichever comes first.
4. 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.

### **7.8.5 Method of Payment**

Payments will be made not more frequently than once a month.

### 7.8.5.1 Progress Payments

- a. Canada will make progress payments in accordance with the payment provisions of the Task Authorization and the Contract for cost incurred in the performance of the Work up to 100 percent of the amount claimed and approved by Canada if:
  - i. an accurate and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - ii. the amount claimed is in accordance with the Basis of Payment and the Task Authorization;
  - iii. the total amount for all progress payments paid by Canada does not exceed 100 percent of the total amount to be paid under the Task Authorization.
- b. The balance of the amount payable will be paid in accordance with the payment provisions of the Task Authorization and the Contract upon completion and delivery of all work required under the Task Authorization if the Work has been accepted by Canada and a final claim for the payment is submitted.
- c. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the right to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

### 7.8.6 Invoicing Instructions

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. the Task Authorization (TA) number;
- d. the description and value of the milestone claimed as detailed in the Contract (when applicable).

2. For TAs subject to a Limitation of Expenditure or a Ceiling Price, each invoice must be supported by:
  - a. a list of all expenses, in accordance with the TA;
  - b. a copy of time sheets to support the time claimed;
  - c. a copy of the release document and any other documents as specified in the Contract;
  - d. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
  - e. a copy of the monthly progress report.
3. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be not Applicable Taxes payable as it was claimed and payable under the previous claim for progress payments.
4. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place. The Technical Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
5. The Contractor must not submit claims until all work identified in the claim is completed.

## **7.9 Certifications**

### **7.9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated 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 associated 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.

### **7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 7.9.3 SACC Manual Clauses

A9117C (2007-11-30) T1204 – Direct Request by Customer Department

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

A3025C (2013-03-21) Proactive Disclosure of Contracts with Former Public Servants

A3060C (2008-05-12) Canadian Content Certification

C0705C (2010-01-11) Discretionary Audit

### 7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the \_\_\_\_\_ (insert the name of the province or territory as specified by the Bidder in its Bid, if applicable) Canada.

### 7.11 Priority of Documents

If there is a discrepancy between the wordings 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 4001 (2015-04-01), Hardware, Purchase, Lease and Maintenance;
- c) the supplemental general conditions 4002 (2010-08-16), Software Development or Modification services;
- d) the supplemental general conditions 4003 (2010-08-16), Licensed Software;
- e) the supplemental general conditions 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;
- f) the General Conditions 2035 (2015-07-03), Higher Complexity - Services
- g) Annex A, Statement of Work;
- h) Annex B, Basis of Payment;
- i) Annex C, Federal Contractors Program for Employment Equity - Certification (*if applicable*);
- j) Annex D, Non-Disclosure Agreement (NDA);
- k) Annex E, Insurance requirements;
- l) Annex F, Signed Task Authorization Forms (including all of their annexes, if any);
- m) Annex G, Contractor's Disclosure of Intellectual Property – and -
- n) the Contractor's bid entitled "\_\_\_" dated \_\_\_\_\_.

## 7.12 Directive on Communications with the Media

### 1. Definitions

“Communication Activity(ies)” includes: public information and recognition, the planning, development, production and delivery or publication, and any other type or form of dissemination of marketing, promotional or information activities, initiatives, reports, summaries or other products or materials, whether in print or electronic format that pertain to the present Contract (including announcements pertaining to its award), all communications, public relations events, press releases, social media releases, or any other communication directed to the general public in whatever form or media it may be in, including but without limiting the generality of the preceding done through any company web site.

### 2. Communications Activities Format

The Contractor must coordinate with the Canadian Space Agency (CSA) all Communication Activities that pertain to the present Contract.

### 3. Communications Activity Coordination Process

The Contractor must coordinate with the CSA's Directorate of Communications and Public Affairs all Communication Activities pertaining to the present contract. To this end, the contractor must:

- a) As soon as the Contractor intends to perform a Communication Activity, send a Notice to the CSA's Directorate of Communications and Public Affairs. The Communications Notice must include a complete description of the proposed Communication Activity. The Notice must be in writing in accordance with Article 33 of the General Conditions 2035 contract titled “Notice”. The Communications Notice must include a copy of the proposed Communication Activity.
- b) The Contractor must provide to the CSA any and all additional document in any appropriate format, example or information that the CSA deems necessary, at its entire discretion to correctly and efficiently coordinate the proposed Communication Activity. The Contractor agrees to only proceed with the proposed Communication Activity after receiving a written confirmation of coordination of the Communication Activity from the CSA's Directorate of Communications and Public Affairs.
- c) Should the Contractor proceed with the Communication Activity without having previously received the written confirmation of coordination from the CSA's Directorate of Communications and Public Affairs, subject to giving Notice to the Contractor, Canada is entitled to exercise its right under section 155 of the ***Financial Administration Act*** and retain from payment to the Contractor or recover from the Contractor the amount of damages that may be due to Canada as a result of the release of information by the Contractor.

### 7.13 Disclosure of Intellectual Property

On completion of the Work, the Contractor must submit to the Technical Authority and to the Contracting Authority, a copy of the Intellectual Property Disclosures as per the formats prescribed in the Annex "G". Such disclosure will include a comprehensive update of the preliminary Background Intellectual Property (BIP) disclosure report that was submitted as part of the Contractor's bid (Annex "G", Table "1").

All Intellectual Property Disclosure reports are Contract deliverables that are subject to Canada's review and acceptance.

### 7.14 Progress Report

1. The Contractor must submit monthly reports, in electronic format, on the progress of the Work, to both the Technical Authority and the Contracting Authority.
2. The progress report must contain three parts:
  - a. Part 1: The Contractor must answer the following three questions:
    - i. Is the project on schedule?
    - ii. Is the project within budget?
    - iii. Is the project free of any areas of concern in which the assistance or guidance of Canada may be required?Each negative response must be supported with an explanation.
  - b. Part 2: A narrative report, brief, yet sufficiently detailed to enable the Technical Authority to evaluate the progress of the Work, containing as a minimum:
    - i. A description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress accomplished.
    - ii. An explanation of any variation from the work plan.
    - iii. A description of trips or conferences connected with the Contract during the period of the report.
    - iv. A description of any major equipment purchased or constructed during the period of the report.
  - c. Part 3: The "Contract Plan and Report Form", [PWGSC-TPSGC 9143](#), (or an equivalent form acceptable to the Contracting Authority) showing the following:
    - i. Actual and forecast expenditure on a monthly basis for the period being covered. (Expenditures are to be outlined by month and by task.)
    - ii. Progress of the Work against the Contractor's original Contract Plan (instructions for showing the above on the Contract Plan are detailed in Annex "\_\_\_\_\_" attached). The form will provide the basis for planning and estimating the cost of work, and reporting actual progress and cost against the plan during contract performance.

3. A final report in two copies must be submitted two weeks prior to the end of the contract by the Contractor to the Technical Authority for approval. It must be a comprehensive report on all facets of the Work and must include sufficient drawings, sketches, photographs and a discussion of problems and successes associated with the Work to facilitate a full and accurate evaluation of the Work by the Technical Authority. The report will be prepared in accordance with good engineering or professional practices and will include, as a minimum, the following: a title page, a table of contents, an executive summary, an introduction, a technical discussion with conclusions and include, as applicable, supporting graphs, tables and figures. with conclusions and include, as applicable, supporting graphs, tables and figures.

A copy of the covering letter accompanying the final report must be forwarded to the Contracting Authority.

### **7.15 Task Deliverables**

Deliverables under all tasks authorized pursuant to this Contract must be received by the Technical Authority at the place and time specified in each Task Authorization, and by no later than the end date of the Contract which is specified under the "Period of Contract" clause.

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9F045-15-0373  
Client Ref. No. - N° de réf. du client  
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Amd. No. - N° de la modif.  
File No. - N° du dossier  
9F045-15-0373

Buyer ID - Id de l'acheteur  
100mtd  
CCC No./N° CCC - FMS No./N° VME

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

Geospace Observatory (GO) Canada Program, Operations, Maintenance, and Engineering Services  
Statement of Work, Version: February 2016

## ANNEX “B” - BASIS OF PAYMENT

### B.1 Basis of Payment – Firm Fixed Hourly Rates

The Contractor will be paid firm hourly rates as follows, for work performed under Tasks Authorizations in accordance with the Contract. Custom duties are included and Applicable Taxes are extra.

#### Table 3 – Firm Fixed Per Diems

Note: Firm fixed hourly rates for each period are those of the preceding period increased by the retained escalation factor. The same escalation factor will be applied to each subsequent period.

#### 1. LABOUR:

Escalation Factor                    \_\_\_%

Labor Category Code	Labour Category Description	1	2	3	4 (Optional)	5 (Optional)
		June 1, 2016 to December 31, 2017	January 1, 2018 to December 31, 2018	January 1, 2019 to December 31, 2019	January 1, 2020 to December 31, 2020	January 1, 2021 to December 31, 2021
	Program Manager / Engineer	\$	\$	\$	\$	\$
	Programmer	\$	\$	\$	\$	\$
	Technician	\$	\$	\$	\$	\$
	Administrative Technician	\$	\$	\$	\$	\$
	Field assistant	\$	\$	\$	\$	\$
			◀ X %	◀ X %	◀ X %	◀ X %

Payment will be for hours worked only, with no allowance for annual leave, statutory holidays and sick leave.

2. **EQUIPMENT:** at laid down cost without markup.

3. **MATERIALS AND SUPPLIES:** at laid down cost without markup.

4. **SUBCONTRACTS:** at actual cost without markup.

5. **TRAVEL & LIVING:** at actual cost without markup and as per clause 7.8.3 of the current contract

6. **OTHER DIRECT COSTS:** at actual cost without markup.

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## **ANNEX "C" - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

### **Complete both A and B.**

#### **A. Check only one of the following:**

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

#### **OR**

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

#### **B. Check only one of the following:**

- B1. The Bidder is not a Joint Venture.

#### **OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

## **ANNEX “D” – NON-DISCLOSURE AGREEMENT (NDA)**

Note to Bidders: the same Terms and Conditions would be used for the NDA to be used for the purpose of carrying the Work under the resulting Contract following this solicitation process.

In such case, the word “*Bidder*” would be replaced by “*Contractor*” while the “Purpose” would be changed to “...for the purpose of carrying the Work under Contract No.xxx...”.

**MANDATORY NON-DISCLOSURE AGREEMENT (NDA) FOR  
OPERATIONS, MAINTENANCE AND ENGINEERING SERVICES FOR THE GEOSPACE  
OBSERVATORY CANADA PROGRAM FOR THE CANADIAN SPACE AGENCY**

REQUEST FOR PROPOSAL (RFP) & RESULTING CONTRACT

**PUBLIC WORKS GOVERNMENT SERVICES CANADA (PWGSC)  
FILE # 9F045-15-0373**

**BY:**

\_\_\_\_\_, a body corporate duly incorporated under the laws of \_\_\_\_\_, having its Head Office located at \_\_\_\_\_;

Hereinafter referred to as the ("Supplier")

**TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
as represented by the Minister of Public Works and Government Services;  
Hereinafter referred to as ("Canada")

1. The Bidder agrees that, for the purpose of preparing a response to PWGSC for the RFP (the "Purpose") is being giving access to Confidential Information or proprietary to Canada or to third party and agrees to comply with the obligations referred to under this NDA. The Bidder acknowledges that the documents part of Appendix 1 – Core Sites Layout Diagram and Appendix 2 - ITI Build Document of the Statement of Work must be treated as confidential and must not be disclosed or used in any way except in relation with the Purpose of this RFP.
2. For the purpose of this NDA, Confidential Information includes, but not limited to any documents, Instructions, guidelines, data, material, advice or another information whether received orally, in printed form or recorded electronically or otherwise and whether or not labeled as proprietary, that is disclosed to a person or entity or that person or entity becomes aware of for the purpose of this RFP.
3. The Bidder agrees that the above-referenced documents will not be reproduced, copied, divulged, released or disclosed, in whole or in part, in whatever way or form any Confidential Information to any person or entity other than a person employed by the Bidder without the prior written consent of the PWGSC's Contracting Authority and for any purpose other than for the preparation of a response to this RFP.
4. The Bidder agrees to immediately notify the PWGSC's Contracting Authority if any person, other than the Bidder's current employees accesses the Confidential Information at any time.
5. Also, regardless of whether it is Confidential Information, the Bidder must at all times treat the information designated as Confidential Information and ensure it cannot be accessed by anyone excepting the Bidder's current employees, which have a legitimate "need to know" for the Purpose of presenting a RFP.

6. The Bidder shall at all times use the same degree of care as it uses to protect its own confidential information of like importance to prevent the unauthorized use or disclosure of Confidential Information, but in no event less than a reasonable degree of care. The Bidder shall not, nor shall it permit its employees to, remove any copyright, confidential, proprietary rights, or intellectual property notices attached to or included in any Confidential Information and shall reproduce all such notices on any copies of the Confidential Information.
7. The Bidder is responsible for any breach of this NDA by any of its employees, and the Bidder shall not, nor shall permit its employees to, modify, disassemble, decompile, or reverse engineer any Confidential Information even if it relates to the Purpose.
8. All the Information contained in the documents listed above and all other Confidential Information disclosed under this NDA shall remain the property of Canada or a third party, or of any other person or entity to whom it lawfully belongs, as applicable.
9. Without restricting the generality of the foregoing, the Bidder recognizes that no license or conveyance of any rights to the Bidder under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by the disclosure of Confidential Information under this NDA.
10. The Bidder must require any proposed subcontractor with a "need to know", to execute a NDA on the same conditions as those contained in this NDA prior to disclosure of the Confidential Information.
11. All Confidential Information will remain the property of Canada and must be returned to the Contracting Authority within thirty (30) days following that request.
12. The NDA remains in force indefinitely.
13. Nothing in this NDA should be construed as preventing the disclosure or use of any confidential information to the extent that such information:
  - a) is or becomes in the public domain through no fault of the Bidder or any proposed subcontractor;
  - b) is or becomes known to the Bidder from a source other than Canada, except any source that is known to the Bidder to be under an obligation to Canada not to disclose the information; or
  - c) is disclosed under compulsion of a legislative requirement or any order of a Court or other tribunal having jurisdiction.
14. The Bidder agrees that a breach of this NDA may result in disqualification of a Bidder or a Qualified Bidder at any time, or immediate termination of the resulting Contract. The Qualified Respondent also acknowledges that a breach of this NDA may result in a review of the Qualified Bidder's security clearance and review of the Qualified Bidder's status as an eligible Bidder for other requirements.
15. The Bidder acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Bidder, or by anyone to whom the Bidder discloses the Confidential Information to comply with these conditions.

Solicitation No. - N° de l'invitation  
9F045-15-0373  
Client Ref. No. - N° de réf. du client  
9F045-15-0373

Amd. No. - N° de la modif.  
File No. - N° du dossier  
9F045-15-0373

Buyer ID - Id de l'acheteur  
100mtd  
CCC No./N° CCC - FMS No./N° VME

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IN WITNESS WHEREOF, this Non-Disclosure Agreement has been duly signed  
this \_\_\_\_\_ day of \_\_\_\_\_, 2016,

by an authorized representative of the

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

\_\_\_\_\_  
Name of authorized representative (print)

\_\_\_\_\_  
Signature  
(I have authority to bind the corporation)  
Signed by its authorized representative

Witness:

\_\_\_\_\_  
Name of the Witness

---

## ANNEX "E" – INSURANCE REQUIREMENTS

### Commercial General Liability Insurance

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

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

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

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

## **ANNEX "F" - SUPPORT TASK AUTHORIZATION PROCESS AND FORM**

### **F.1 Detailed Task Authorization Process**

The Task Authorization Process is described under the Section 7.1.3.1 of the Contract. This Section F.1 provides additional details on how this process will be carried.

1. Canada will prepare a description of the required task using the Task Authorization Form presented in this Annex "F". Such form will include the following information:
  - A clear description of the Work to be performed with itemized tasks;
  - A schedule of the Work with major milestone completion dates;
  - A description of any Government Furnished Equipment (GFE) or Government Furnished Information (GFI) that will be provided to the Contractor (if applicable);
  - A list of deliverables (if applicable);
  - A list of reporting requirements (if applicable);
  - A description of any documentation required to release a payment (if applicable);
  - Any other relevant information.

Such form will then be submitted to the Contractor for review, costing and acceptance.

2. Following its review and costing, the Contractor will sign the Task Authorization Form and submit it for Canada's acceptance by sending it by e-mail to both the Contracting Authority and the Technical Authority (as identified under Sub-Sections 7.6.1 and 7.6.2 of the Contract).
3. If the Contractor's proposal is accepted by Canada, the Contracting Authority will counter-sign the Task Authorization Form and will send it by e-mail to the Contractor's Representative (as identified under Section 7.6.3 of the Contract).
4. Upon receipt of the Signed Task Authorization Form, the Contractor may begin the Work described in the Task Authorization Form.

### **F.2 Task Authorization Form**

The proposed form included in this Annex "F" will be used to describe, cost and authorize, by both the Contractor and Canada, any Work that is to be required to performed under a Task Authorization.

Clear Data - Effacer les données

Instructions - Page 1

Instructions - Page 2



Public Works and Government  
 Services Canada

Travaux publics et Services  
 gouvernementaux Canada

Annex  
 Annexe

## Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$

Security Requirements: This task includes security requirements  
 Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité  
 No - Non  Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract  
 Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

### For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
--	--	---

**Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.**

**Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.**

### 1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Annex  
Annexe \_\_\_\_\_

Contract Number - Numéro du contrat

## 2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

\_\_\_\_\_  
Name and title of authorized client - Nom et titre du client autorisé à signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PWGSC Contracting Authority - Autorité contractante de TPSGC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 3. Contractor's Signature - Signature de l'entrepreneur

\_\_\_\_\_  
Name and title of individual authorized - to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

## ANNEX "G" – CONTRACTOR'S DISCLOSURE OF INTELLECTUAL PROPERTY

In accordance with Article 7.13 of the Contract (Disclosure of Intellectual Property), the Contractor must return to the Contracting Authority this completed Annex "G". Canada will not release any final payment owed to the Contractor unless it has received and accepted this completed Annex "G" as per the requirements below.

1. **Contractor's Legal Name:**
2. **Project Title supported by the Contract:** Operations, maintenance and engineering services for the Canadian Geospatial Observatory program for the Canadian Space Agency.
3. **CSA Technical Authority:**
4. **Contract #:**
5. **Date of disclosure:**
6. **Was there any Contractor's own Background Intellectual Property brought to the project?**  
 Yes → Complete Table 1 (Disclosure of Background Intellectual Property)

No

**Definitions** (from the 2040 (2014-09-25) General Conditions for Research and Development) which form part of this Contract):

1. **Intellectual Property (IP):** means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software, and Firmware.
2. **Background Information / Background Intellectual Property (BIP):** means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;
3. **Foreground Information / Foreground Intellectual Property (FIP):** means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

## **Instructions to the Contractor**

### **BIP Disclosure:**

The Contractor is required to review and update the preliminary BIP disclosure report included in its Bid. At Contract closure, only the BIP elements that were actually used to develop the FIP must be listed in the final BIP disclosure report.

### **FIP Disclosure**

At the end of the Contract, the Contractor must complete the Table 2 (Disclosure of the FIP developed under the Contract) and submit it to the Contracting Authority prior to Contract closure for review and acceptance by Canada.

### **General Instructions for BIP and FIP tables**

- Tables must be structured according to the CSA IP forms provided in this Annex "G".
- Each IP element must have a unique ID# in order to easily link the elements of the different tables.
- Titles of the IP elements must be descriptive enough for the project stakeholders to get a general idea of the nature of the IP.
- Numbers and complete titles of reference documents must be included.

The CSA Technical Authority is responsible to review and approve the Tables 1 and 2 on behalf of Canada before the closing of the Contract.

**TABLE 1:  
 DISCLOSURE OF BACKGROUND INTELLECTUAL PROPERTY (BIP) BROUGHT TO THE PROJECT BY THE CONTRACTOR**

1 BIP ID#	2 Project Element	3 Title of the BIP	4 Type of IP	5 Type of access to the BIP required to use/improve the FIP	6 Description of the BIP	7 Reference Documentation	8 Origin of the BIP	9 Owner of the BIP
<p><i>Provide ID# specific to each BIP element brought to the project e.g. BIP-CON-99</i></p> <p><i>Where "CON" is the contract acronym.</i></p>	<p><i>Describe the system or sub system in which BIP is integrated (e.g. camera, control unit, etc.).</i></p>	<p><i>Use a title that is descriptive of the BIP element integrated to the Work.</i></p>	<p><i>Is the BIP in the form of an invention, trade secret, copyright, design, patent?</i></p>	<p><i>Describe how the BIP will be available for Canada to use the FIP (e.g. BIP information will be incorporated in deliverables documents, software will be in object code, etc.).</i></p>	<p><i>Describe briefly the nature of the BIP (e.g. mechanical design, algorithm, software, method, etc.).</i></p>	<p><i>Provide the number and fill title of the reference documents where the BIP is fully described. The reference document must be available to Canada. Provide patent # for Canada if BIP is patented.</i></p>	<p><i>Describe circumstances of the creation of the BIP. Was it developed from internal research or through a contract with Canada? If so, provide contract number.</i></p>	<p><i>Name the organization that owns the BIP. Provide the name of the subcontractor if not owned by the prime contractor.</i></p>

**TABLE 2:  
 DISCLOSURE OF THE FOREGROUND INTELLECTUAL PROPERTY (FIP) DEVELOPED UNDER THE CONTRACT**

1 FIP ID#	2 Project Element	3 Title of the FIP	4 Type of FIP	5 Description of the FIP	6 Reference documentation	7 BIP used to generate the FIP	8 Owner of the FIP
<p><i>Provide ID# specific to each FIP element brought to the project e.g. BIP-CON-99</i></p> <p><i>Where "CON" is the contract acronym.</i></p>	<p><i>Describe the system or sub system in which FIP is integrated (e.g. camera, control unit, etc.).</i></p>	<p><i>Use a title that is descriptive of the FIP element.</i></p>	<p><i>Specify the form of the FIP e.g. invention, trade secret, copyright, industrial design, patent?</i></p>	<p><i>Specify the nature of the FIP e.g. software, design, algorithm, etc.</i></p>	<p><i>Provide the full title and number of the reference document where the FIP is fully described. The reference document must be available to Canada.</i></p>	<p><i>BIP referenced in Table 1 e.g. BIP-CON-2, 15.</i></p>	<p><i>Specify which organization owns the FIP e.g. Contractor or Subcontractor.</i></p> <p><i>Provide the name of the subcontractor if not owned by the prime contractor.</i></p> <p><i>Provide reference to contract clauses that support FIP ownership.</i></p> <p><i>Provide reference to WPDs (Work Package Descriptions) under which the technical Work has been performed.</i></p>

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
9F044-14-0934

Buyer ID - Id de l'acheteur  
205mtd  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "H" – MS EXCEL BID COST BREAKDOWN CALCULATION SHEET**

Annex "H" is provided as a separate Microsoft Excel file (Calculation sheet GO Canada.xlsx).

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**\*\*\*END OF RFP\*\*\***