

Solicitation No.	- N°	de	l'invitation	:
FP802-160427				

Buyer – Acheteur : Michel Larivière

RETURN BIDS TO:	Title – Sujet			Date
RETOURNER LES SOUMISSIONS À:	Materiel Identification	on and Data Cleans	sing	June 22, 2017
Bid Receiving/Réception des sousmissions	Services Solicitation No. –	Nº de l'invitation		
Procurement Hub Centre d'approvisionnement Fisheries and Oceans Canada Pêches et Océans Canada 200 Kent Street, Station 9W079 200 rue Kent, Poste 9W079 Ottawa, Ontario K1A 0E6	FP802-160427 Client Reference No No. de référence du client			
Email - courriel: michel.r.lariviere@dfo.gc.ca	Solicitation Close	s – L'invitation pre	ends fin	
REQUEST FOR PROPOSAL	At /à : 2:00 P.M. E	-		
DEMANDE DE PROPOSITION	On / le: Thursday, August 3 rd , 2017			
Proposal to: Fisheries and Oceans Canada We hereby offer to sell to Her Majesty the Queen in right of Canada in accordance with the terms	F.O.B. – F.A.B Destination	GST – TPS See herein — Voi inclus	r ci-	Duty – Droits See herein — Voir ci-inclus
in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.	Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus			
Proposition aux : Pêches et Océans Canada	Instructions See herein — Voir ci-inclus			
Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-	Address Inquiries to : Adresser toute demande de renseignements à : Michel Larivière - michel.r.lariviere@dfo.gc.ca			
annexée, au(x) prix indiqué(s). Comments: - Commentaries :	Delivery Required Livraison exigée See herein — Voir			v Offered – on proposée
	Vendor Name, Ad et représentant du			- Nom du vendeur, adresse ieur:
	Telephone No. – N	lo. de téléphone	Facsim	le No. – No. de télécopieur
		titre de la personi	ne autoris	on behalf of Vendor (type sée à signer au nom du mprimerie)
	Signature		Date	



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

Canada

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

1.3 Debriefings

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

1.4 **Trade Agreements**

The requirement is subject to NAFTA, CCFTA (Chili/Columbia), CPFTA (Panama/Peru), CHFTA, CKFTA, AIT, WTO-AGP

1.5 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

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-andguidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:



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Delete section 02 in its entirety.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

2.2 Submission of Bids

Canada

Bids must be submitted electronically to Fisheries and Oceans Canada (DFO) Contracting Officer by the date, time and place indicated on page 1 of the bid solicitation.

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

Improvement of Requirement During Solicitation Period 2.2.1

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 8 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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.



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"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services</u> <u>Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation</u> <u>Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority **no later than** Monday, July 24, 2017 at 2:00 PM (EDT). Enquiries received after that time may not be answered.



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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 Ontario.

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



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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 **Bid Preparation Instructions**

Canada

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

Section I:	Technical Bid (one soft copy in PDF format)
Section II:	Financial Bid (one soft copy in PDF format))

Section III: Certifications (one soft copy in PDF format))

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:

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

Section I: **Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: **Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 **Evaluation Procedures**

Canada

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

4.1.1 **Technical Evaluation**

4.1.1.1 Mandatory Technical Criteria – see Annex E for details

4.1.1.2 Point Rated Technical Criteria - see Annex E for details

4.1.2 **Financial Evaluation**

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price (Bid)

4.2 **Basis of Selection**

4.2.1 **Basis of Selection – Highest Combined Rating of Technical Merit and Price**

SACC Manual Clause A0027T (2012-07-16)

- 1. To be declared responsive, a bid must:
 - comply with all the requirements of the bid solicitation; and a.
 - meet all mandatory criteria: and b.
 - obtain the required minimum of 50 points overall for the technical evaluation criteria C. which are subject to point rating. The rating is performed on a scale of 100 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 4. In the event that there are more than one responsive bid with the highest number of points and the lowest evaluated price, the tie breaker will be the best score for the point rated technical criteria R2 of Annex "E" Evaluation Criteria, sub-section "Rated Requirements". If there is still a tie, the tie breaker will be the best score for the point rated technical criteria R3 of Annex "E" Evaluation Criteria, sub-section "Rated Requirements".
- 5. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 60%.
- 6. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 7. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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8. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Techn	ical Score	115/135	89/135	92/135
Bid Evaluated	Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11 pts	89/135 x 60 = 39.56 pts	92/135 x 60 = 40.89 pts
	Pricing Score	45/55 x 40 = 32.73 pts	45/50 x 40 = 36.00 pts	45/45 x 40 = 40.00 pts
Combined Rat	ing	83.84 pts	75.56 pts	80.89 pts
Overall Rating		1st	3rd	2nd



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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 provided will render the bid non-responsive.

5.1.1 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) 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 <u>Federal Contractors</u> <u>Program for Employment Equity - Certification</u>, 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.

5.1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.



Canada

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5.1.2.1 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.1.2.2 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:
- b) The status of the contractor (individual, unincorporated business, corporation or partnership:
- For individuals and unincorporated businesses, the contractor's SIN and, if C) applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

The following certification signed by the contractor or an authorized officer: "I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory



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PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

Canada

There is no security requirement applicable at the Reliability Level for this Contract.

6.2 Statement of Work

The Contractor must perform the in accordance with the Statement of Work at Annex "A".

6.3 **Standard Clauses and Conditions**

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

Revision to Departmental Name: As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

General Conditions 6.3.1

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 **Term of Contract**

6.4.1 Period of the Contract

The period of the contract is from contract award to March 31st 2019.

6.5 **Authorities**

6.5.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Name:	Michel Larivière
Title:	Procurement and Contracting Consultant
Organization:	Fisheries and Oceans Canada
Directorate:	Materiel and Procurement Services
Address:	200 Kent Street, Station 9W079, Ottawa, Ontario K1A 0E6

Telephone: 613-990-1404 Facsimile: 613-991-4545 E-mail address: Michel.R.Lariviere@dfo-mpo.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.

6.5.2 **Project Authority**

The Project Aut	hority for the Contract is:
Name:	
Title:	

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

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

6.5.3 **Contractor's Representative**

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

Proactive Disclosure of Contracts with Former Public Servants 6.6

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.

6.7 Payment

6.7.1 **Basis of Payment**

- 6.7.1.1 See Annex "B" Basis of Payment
- 6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- Any payment by Her Majesty under this contract is subject to there being an 6.7.1.3 appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price



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Invoicing Instructions 6.8

Canada

- Payments will be made provided that: 6.8.1
 - 6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

6.8.1.2 The Contractor must submit invoices in accordance with Annex "B" entitled "Basis of Payment".

6.9 Certifications

6.9.1 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.

6.9.2 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.

6.10 **Applicable Laws**

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



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6.11 **Priority of Documents**

Canada

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2010B (2016-04-04);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Ownership of Intellectual and Other Property Including Copyright
- (f) Annex D, Federal Contractors Program for Employment Equity Certification;
- (g) the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award) as clarified on _____ (or) as amended on _____ (and insert date(s) of clarification(s) or amendment(s))

6.12 Procurement Ombudsman

- 6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it,. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opoboa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.
- 6.12.3 For further information, the Contractor may refer to the following PWGSC site:

http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html

6.13 Insurance

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



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ANNEX "A" STATEMENT OF WORK

1. Scope

The overall scope is to provide materiel identification / parts data cleansing in support of the Asset Management Project and the Materiel Management Rationalization Initiative (MMRI).

2. **Objective**

Our various inventory systems contain data on a wide variety of materiel such as repair parts, equipment spares, consumable items and tools used in the maintenance of the CCG large Vessel fleet. This data needs to be properly identified, validated, cleansed and standardized for use in our Asset Management System.

3. Background

The Canadian Coast Guard (CCG) uses an Asset Management System (AMS) to support Lifecycle Materiel Management (LCMM) through the reporting and tracking of maintenance activities work Orders). inventory and project installations and modifications. The AMS facilitates standardization and improves maintenance best practices. It provides complete information to all personnel involved in the execution of maintenance and to all levels of management for decision-making purposes.

There are two asset management systems currently being used by the CCG; IBM's® Maximo® for shore based assets and the small vessel fleet, and ©DMSI's MAINTelligence™ for the large vessel fleet. Both of these systems have an inventory application that can support materiel management / inventory management functionality. A recent decision was made by CCG Senior Management to consolidate these systems into a single solution, IBM's Maximo.

The CCG has adopted the NATO Codification System (NCS) whereby each "item of supply" is assigned a single unique identification number, the NATO Stock Number (NSN). The NSN includes the corresponding item naming descriptions in both official languages.

Within the CCG materiel identification services are provided via the Materiel Identification Center of Expertise (MICOE) which is under the functional authority of the Manager, Supply Chain Management.

4. Requirements

The implementation of Maximo on large vessels requires the review and validation of items (spares, repair parts, consumables) and tools associated with maintenance and repair activities. Item records originating from various vessel and shore databases will need to be cross checked against the Maximo Item Master catalogue to identify new items that will need to be added, updated or deleted.

5. Scope of Work

The work involves validating and cross-checking parts databases from large vessels and shore-based storerooms against the Maximo Item Master records in order to;

- 5.1 Properly identify every item of supply.
- 5.2 Identify and isolate duplicate items.
- 5.3 Ensure that every item has a unit cost.



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- 5.4 Ensure that every item validated is associated with a Maximo Item Master record or is sufficiently identified to enable the creation of a new Maximo Item Master record.
- 5.5 Identify items that cannot be validated due to insufficient information or not in scope i.e., items not associated with maintenance and repair activities.

There are an estimated 300,000 item records contained in our vessel and shore parts databases. These item records include a significant number of duplicate and obsolete items since some parts data sets share common items that have not been properly identified and validated. See sample data Appendix C – RAW DATA.

6. <u>Tasks</u>

The contractor will be required to:

- 6.1 Isolate data that will be excluded. Identify and isolate those items that cannot be identified due to insufficient information. (Link to deliverable 7.6)
- 6.2 Cleaning and validating data by reviewing each item providing where possible:
 - 6.2.1 Validate and/or update item with existing NSN, or;
 - 6.2.1.1 Where no NSN is assigned append NATO Group and Class, and;
 - 6.2.1.2 Append NATO Noun Name (NNN) to Sort Description field. (Link to deliverable 7.6)
 - 6.2.2 Append/update existing Short Description field with OEM description after the NNN delineate with '_//_' *Note: _underscore indicates a space*.(Link to deliverable 7.6)
 - 6.2.3 Append currently valid part number matching OEM to the Manufacturer Part Number field (Link to deliverable 7.6)
 - 6.2.4 Identify currently valid Original Equipment Manufacturer (OEM) and assign OEM code from Maximo Companies Application DB, or;
 - 6.2.4.1 Provide details to have OEM record created in Maximo Companies Application *using CAGE as temp* (Link to deliverable 7.2)
 - 6.2.5 Identify any alternate OEM's or vendor(s) part/catalogue numbers and OEM Maximo # or CAGE for cross reference purposes (Link to deliverable 7.5)
 - 6.2.6 Identify and isolate any valid secondary reference numbers, DWG, Plate, Item Number, etc. for cross reference purposes (Link to deliverable 7.5)
 - 6.2.7 Apply the most appropriate single UNSPSC (<u>https://www.unspsc.org/</u>) code to each item (Link to deliverable 7.6)
 - 6.2.8 Identify and isolate those items that already exist in Maximo Item Master Application DB (Link to deliverable 7.6)
 - 6.2.9 When available, provide a unit price, in Canadian dollars, for each item verified.
- 6.3 As a result all new items must be verified and validated against the existing CCG Maximo item master dataset to ensure it has not been already catalogued, and if it has, the same number/classification is to be applied. The initial version of this information will also be supplied in Excel to the vendor at the point of contract award, with regular updates to be provided by CCG.



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- Legacy inventory data will be extracted from legacy system(s) by CCG. The Contractor will 6.4 identify duplication against an existing dataset and consolidate. For any new items the Contractor will apply the NATO Codification System to the inventory data (items) into a predefined Microsoft Excel worksheet prior to CCG importing the clean data back into Maximo via Excel.

7. **Deliverables**

- 7.1 List of those items that cannot be identified due to insufficient/incorrect information. It shall be in a separate file named accordingly (reference document: Appendix "F").
- 7.2 List of new OEM(s) and Vendor(s) details for creation in Maximo. It shall be in a separate file named accordingly (reference document: Appendix "B").
- 7.3 List of those items that already exist in Maximo. It shall be in a separate file named accordingly (reference document: Appendix "D").
- 7.4 List of any valid secondary reference numbers for cross reference purposes. It shall be in a separate file named accordingly (reference document: Appendix "E").
- 7.5 List on any valid secondary reference. It shall be in a separate file named accordingly (reference document: Appendix "G").
- 7.6 List of cleaned and verified items for upload into the Maximo AMS. It shall be in a separate file named accordingly (reference document: Appendix "D").
- 7.7 The Contractor shall submit, to the Project Authority, monthly validated items via an Excel spreadsheet as provided by the CCG.

The Contractor shall provide the above completed file(s) with item descriptions in both official languages.

8 Timeframe for the deliverables:

For each deliverable, the contractor must meet or exceed the following completion timeframe:

Number of items (per batch/file)	Timeframe for completion
100 or less	5 Working Days
101-500	10 Working Days
501-1000	20 Working Days

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ANNEX "B" BASIS OF PAYMENT

1. **PROFESSIONAL SERVICES**

The Contractor will be paid in accordance with Article 5 below for Work performed pursuant to the Contract.

2. IRREVOCABLE OFFER

The Contractor submits the Total Estimated Tendered Price listed on the full understanding that this Total Estimated Tendered Prices represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.

3. <u>GST/HST</u>

- i. All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- ii. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.
- **4.** The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

5. <u>TENDERED PRICES</u>

PROFESSIONAL SERVICES AND ASSOCIATED COSTS

The Bidder is requested to provide the cost for each of the deliverables using the following pricing table, excluding GST / HST:

A - Initial contract:

	All-inclusive firm price Per Item
Items (An "item" is defined as the completion of each row and column in a spreadsheet for each equipment spares, repair parts, consumables, tools associated with maintenance and repair activities that are validated, cross-checked, added, updated or deleted).	\$
A - Total bid for Initial Contract	\$



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B - Option 1:

	All-inclusive firm price Per Item
Items (An "item" is defined as the completion of each row and column in a spreadsheet for each equipment spares, repair parts, consumables, tools associated with maintenance and repair activities that are validated, cross-checked, added, updated or deleted).	\$
B - Total bid for Option 1	\$

C - Option 2:

	All-inclusive firm price Per Item
Items (An "item" is defined as the completion of each row and column in a spreadsheet for each equipment spares, repair parts, consumables, tools associated with maintenance and repair activities that are validated, cross-checked, added, updated or deleted).	\$
C - Total bid for Option 2	\$

TOTAL BID (A+B+C) = \$ _____

For Evaluation Purposes the Total Bid (A+B+C) will be considered.

The price quoted above includes all expenses that may be incurred in providing the services, such as profit, overhead, administrative costs, equipment and materials.

6. <u>SCHEDULE OF PAYMENTS</u>

- 6.1 Payment for services rendered will be made by Her Majesty to the Contractor on monthly intervals upon receipt of an itemized invoice setting out, in detail, the work performed, the progress towards the completion of the tasks/deliverables identified in the contract and the number of person days expended, and the certificate of the Departmental Representative that the invoice is true and exact and that the Contractor has during the period covered by the invoice proceeded with the performance of the work.
- 6.2 Payments by Her Majesty to the Contractor shall be made within thirty (30) days following the date of receipt of a duly completed final invoice, or within thirty (30) days following the date on which all work is accepted, whichever date is later.



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7. FORM OF INVOICE

Canada

"Form of Invoice" means an invoice which contains, or is accompanied by, the information or such substantiating documents as Her Majesty requires.

- 7.1 Payments will be made provided that:
 - 7.1.1 The Contractor submits their invoices to DFO electronically, DFOinvoicing-MPOfacturation@dfo-mpo.gc.ca
 - 7.1.2 Each invoice shows:
 - (a) The Contract Reference Number and Financial Code as shown on Page 1 of the contract:
 - (b) The amount of GST or HST payable as a separate amount;
 - (c) The Contractor's GST/HST Registration Number, or if not registered, a certification that he/she is not registered;
 - (d) All the information listed in section B4.2; and
 - (e) Hold back at 10%, if applicable.
 - 7.1.3 Each invoice is accompanied by supporting documents (original invoices, prepaid bills, time sheets etc.), as applicable; and
 - 7.1.4 Each invoice and supporting documentation, if applicable, are properly and accurately completed.
- 7.2 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a T1204 supplementary slip. To comply with this requirement, the Contractor is required to provide the following information on each invoice:
 - (a) The legal name of the Contractor, *i.e.* the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code;
 - (b) The status of the Contractor, *i.e.* individual, unincorporated business, or corporation;
 - (c) For individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN;
 - (d) For corporations, the BN. If there is no BN or GST/HST number, as per section B4.1.2(c), the T2 Corporation Tax number must be shown; and
 - (e) The following certification signed by the Contractor or an authorized officer:

"I certify that I have examined the information contained in this invoice, including the legal name, address and Canada Revenue Agency identifier, and that it is correct and complete, and fully discloses the identification of this Contractor."

- 7.3 Invoices submitted by the Contractor that do not comply with the requirements of sections B4.1 and B4.2 shall be returned to the Contractor for correction and re-submission.
- 7.4 Within fifteen (15) days of receipt of an invoice, the Departmental Representative shall notify the Contractor of any objection to the form of the invoice and the nature of the objection. Failure to act within fifteen (15) days will only result in the date specified in section B3.2 being used for the sole purpose of calculating interest on overdue accounts.



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8. INTEREST ON OVERDUE ACCOUNTS

8.1 For the purposes of this clause:

Canada

- (a) "average rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- (b) "Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable:
- (c) an amount is "due and payable" when it is due and payable by Her Majesty to the Contractor in accordance with the terms of the contract; and
- (d) an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 8.2 Her Majesty shall be liable to pay to the Contractor simple interest at the average rate plus three (3) percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.
- 8.3 Her Majesty shall not be liable to pay interest in accordance with this clause if Her Majesty is not responsible for the delay in paying the Contractor.
- 8.4 Her Majesty shall not be liable to pay interest on overdue advance payments.

9. SUPPLEMENTARY CONTRACTOR INFORMATION

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- 9.1 The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:
- 9.2 The status of the contractor (individual, unincorporated business, corporation or partnership:
- 9.3 For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
- 9.4 For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:



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The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory



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ANNEX "C" OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT

Crown to Own Intellectual Property Rights 10

Canada to Own Intellectual Property Rights in Foreground Information 10.0

1. Interpretation

Canada

- 2. Disclosure of Foreground Information
- 3. Canada to Own Intellectual Property Rights in Foreground Information
- 4. License to Intellectual Property Rights in Background Information
- 5. Right to License
- 6. Access to Information; Exception to Contractor Rights
- 7. Waiver of Moral Rights

10.1 Interpretation

In the Contract,

- "Background Information" means all Technical Information that is not Foreground 10.1.1 Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;
- 10.1.2 "Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;
- 10.1.3 "Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract:
- 10.1.4 "Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;
- 10.1.5 "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;
- 10.1.6 "Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;
- 10.1.7 "Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

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10.2 Disclosure of Foreground Information

- 10.2.1 The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.
- 10.2.2 Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.
- 10.3 Canada to Own Intellectual Property Rights in Foreground Information
 - 10.3.1 Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
 - 10.3.2 The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

10.3.3 (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.

> (ii) For greater certainty and without limiting sub-section I 10.3.1, if the Work under the Contract involves the collection of personal information as that term is defined in the Privacy Act (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

10.3.4 The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the minister for whose department or agency the Work is being or was carried out may require, and the Contractor shall, at Canada's expense, afford that minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

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10.4 License to Intellectual Property Rights in Contractor's Background Information

- 10.4.1 Without restricting the scope of any licence to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:
 - (a) for the use, operation, maintenance, repair or overhaul of the Work;
 - (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
 - (a) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

- 10.4.2 Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection GC10.4.2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- 10.4.3 Notwithstanding subsections I 10.4.1 and I 10.4.2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.
- 10.4.4 The Contractor acknowledges that, subject to paragraph (c) of subsection I 10.4.1, Canada may wish to award contracts for any of the purposes contemplated in subsections I 10.4.1 and I 10.4.2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
- 10.4.5 Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections I 10.4.1 and I 10.4.2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form

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provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

10.5 Right to License

Canada

- 10.5.1 The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.
- 10.6 Access to Information: Exception to Contractor Rights
 - Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under 10.6.1 the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
 - 10.6.2 Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
 - (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
 - (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
 - (c) is independently developed by or for Canada; or
 - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

10.7 Waiver of Moral Rights

- 10.7.1 The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the Copyright Act, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.
- 10.7.2 If the Contractor is an author of the Foreground Information referred to in subsection 10.7.1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.



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ANNEX "D" FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY CERTIFICATION

(Of part 5)

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 <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act.</u>

() 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 <u>Agreement to Implement Employment</u> <u>Equity</u> (AIEE) in place with ESDC-Labour.

OR

() A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (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



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() 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)



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ANNEX "E" EVALUATION CRITERIA

Mandatory Requirements

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals <u>not meeting</u> the mandatory criteria below <u>shall be</u> <u>deemed non-compliant and therefore will not be given any further consideration</u>.

The bidder must include the following table in their proposal and provide the page number or section that contains the information to verify that the criteria has been met.

For all project cited, the following information must be included in the bid:

- i. The name of the client organization to whom the services were provided;
- ii. A brief description of the type and scope of the services that meets the identified criteria provided by the resource;
- iii. The dates and duration of the work (including the years/ months of engagement and the start and end dates of the work).
- iv. Contact name, position/title and contact information (telephone number, email address, etc.) for verification purposes.

	Mandatory Criteria	Bidder's Response (provide bid page number or section where the relevant information is found)	Responsive (Yes/No) Comments
M1	The Bidder must demonstrate experience in materiel identification and parts data cleansing related to mechanical/electronic systems and components. Minimum of 10 Projects within the last 10 years		Yes No
M2	The Bidder must demonstrate experience in preparing and structuring parts data information in an predefined template (such as a spreadsheet)Minimum of 5 Projects within the last 10 yearsEach project must include a minimum of 1000 items		☐ Yes ☐ No
М3	The Bidder must demonstrate experience in validating commercial part numbers and applying materiel identification standards such as NATO, UNSPSC to item master records. Minimum of 5 Projects within the last 10 years Each project must include a minimum of 1000 items		☐ Yes ☐ No



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Buyer – Acheteur : Michel Larivière

Rated Requirements

Proposals meeting ALL Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

The bidder is to provide the referenced page number or section of their proposal where the related information for the specific rated criterion can be found.

Bids **MUST** achieve a minimum score of **50 points** of the total score of the Rated Requirements, in order to be considered technically responsive. Proposals which fail to attain at least **50 points** of a total score of the Rated Requirements will be considered technically non-responsive and no further evaluation will be conducted.

For all project cited, the following information must be identified in the Contractor's bid:

- i. The name of the client organization to whom the services were provided;
- ii. A brief description of the type and scope of the services that meets the identified criteria provided by the resource;
- iii. The dates and duration of the work (including the years/ months of engagement and the start and end dates of the work).
- iv. Contact name, position/title and contact information (telephone number, email address, etc.) for verification purposes.

	POINT RATED CRITERIA	Max Pts	Bidder's Response (provide bid page number or section where the relevant information is found)	Score
R1	 The Bidder demonstrated experience in materiel identification and parts data cleansing related to mechanical/electronic systems and components. Rating Scale: > 16 projects = 30 pts 10 to 15 projects = 20 pts 	30 pts		
R2	The Bidder demonstrated experience in providing materiel identification and parts data cleansing for individual parts databases. Provide <u>only</u> one (1) referenced project Rating Scale: • > 20,001 items = 30 pts • 10,001 to 20,000 items = 15 pts • <10,000 items = 5 pts	30 pts		



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	POINT RATED CRITERIA	Max Pts	Bidder's Response (provide bid page number or section where the relevant information is found)	Score
R3	The Bidder demonstrated experience and capability in validating commercial part numbers and applying materiel identification standards such as NATO, UNSPSC to item master records Provide 5 projects within the last 10 years	30 pts		
	For each project the Bidder must also provide the number of items processed.			
	Rating Scale <u>Per</u> Projects: • > 10,000 items = 6 pts • > 5,000 to 10,000 items = 4 pts • 5,000 items or less = 2 pts			
R4	The Bidder demonstrated experience in applying UNSPSC codes to item master parts data records. Provide number of related projects within the last 10 years	10 pts		
	 Rating Scale: > 10 projects = 10 pts > 5 to 10 projects = 6 pts 5 projects or less = 4 pts 			
	Maximum Total Points	100 pts		
	Minimum Total Points Required	50 pts		
	Total Points Obtained			