



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
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**Place du Portage, Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Quebec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**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 énoncées 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**

Systems Software Procurement Division / Division des  
achats des logiciels d'exploitation

Terrasses de la Chaudière

4th Floor, 10 Wellington Street

4th etage, 10, rue Wellington

Gatineau

Quebec

K1A 0S5

<b>Title - Sujet</b> Automated GEOSCAN Mineral Mapping	
<b>Solicitation No. - N° de l'invitation</b> 23240-200239/A	<b>Date</b> 2019-10-03
<b>Client Reference No. - N° de référence du client</b> 23240-200239	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$SEE-017-36880	
<b>File No. - N° de dossier</b> 017ee.23240-200239	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-11-18</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lessard, Peter	<b>Buyer Id - Id de l'acheteur</b> 017ee
<b>Telephone No. - N° de téléphone</b> (613) 850-7602 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATURAL RESOURCES Geological Survey of Canada 601 BOOTH ST OTTAWA Ontario K1A0E8 Canada	

**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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Public Works and Government Services Canada (PWGSC), also known as, Public Services and Procurement Canada (PSPC), is issuing a Notice of Planned Procurement on behalf of the Geological Survey of Canada of Natural Resources Canada (NRCan) for an upcoming Request for Proposal (RFP) for an Artificial Intelligence (AI) requirement using the newly established AI Source list under EN578-180001/B.

The following NPP is directed only to the qualified suppliers of the AI source list.

Suppliers under Bands 1, 2 and 3 are invited to provide feedback on this NPP.

## 1. REQUIREMENT OBJECTIVE

NRCan seeks to use AI techniques to identify GEOSCAN entries relating to a particular ore system and extract the spatial coordinates of the best matches. A set of entries known to be related to the targeted ore system will be provided by NRCan as the training data.

All of the science publications that the Geological Survey of Canada (GSC) at Natural Resources Canada (NRCan) produces is included within the open and freely available GEOSCAN database. At present, GEOSCAN includes approximately 80,000 entries in XML format with publication dates ranging from 1847 to present. Each publication entry within the database includes metadata fields such as title, subjects (or keywords), abstract, plain language summary, and location information (i.e., latitude, longitude, National Topographic System grid). Because a large proportion of research programs are focused on Canada's natural resources, the GEOSCAN publication database represents an important repository for information regarding Canadian base, precious, and critical metal deposits (i.e., "ore systems"). Periodic, review-type scientific articles represent the traditional approach for consolidating the knowledge gained from ore system research. As part of the current SOW, we seek to develop new tools for interrogating this publication database using the latest advances in artificial intelligence (AI).

## 2. INTENT OF NPP

Under this NPP, NRCan is first seeking for Industry feedback and validation on drafts documents associated with the solicitation to confirm marketplace capabilities and interest. In consideration of industry's insights and other operational imperatives, NRCan will then issue a request for proposals (RFP).

Below you will find a list of questions in Annex D for industry to provide feedback. The topics are as followings:

- A. Desired Business Objectives and Project Scope (Annex A to NPP);
- B. Statement of Work (Annex A to NPP);
- C. Evaluation Criteria (Annex B to NPP); and
- D. Questions to solicit feedback from industry (Annex C to NPP).

The information provided will aid in increasing NRCan's understanding of the capability, viability and availability of a solution. Industry perspective on the approach, business, cost of development, timelines and draft requirement documentation, are of particular interest.

We are requesting suppliers to provide feedback to PSPC no later than end of day October 21<sup>st</sup>, 2019.

## 3. KEY ESTIMATED RFP TIMELINES

Publication of the NPP:	October 3, 2019
NPP Feedback submission deadline:	October 18, 2019
Publication of RFP Solicitation:	TBD
Bidders' Webinar:	TBD

Bidder self-identification deadline: TBD  
Bid Closure: TBD

#### 4. PSPC AGILE RFP EVALUATION APPROACH

This RFP solicitation involves a bid evaluation and a three-stage procurement process.

##### Mandatory Stage 1

The specific requirements of the SOW include:

- A. Identify text patterns related to one targeted ore system using publication metadata within GEOSCAN;
- B. Build predictive model to rank all GEOSCAN entries according to their degree of fit with the text patterns identified through the metadata. The predictive model will be based on the NRCan selected training set. Model accuracy and precision must be in the range of 70–100% based on cross-validation with the NRCan selected training set and manual validation with a smaller subset of GEOSCAN entries by NRCan;
- C. Extract the identifying information, spatial coordinates, and degree of fit (i.e., predictive model confidence score) as an electronic data table (e.g., comma separated value file) for all GEOSCAN entries. The spatial coordinates will be used by NRCan to define areas of higher mineral potential for the targeted ore system.

##### Optional Stage 2

Build and deliver an open-source and automated digital solution that could be reconfigured and/or modified (e.g., by selecting a new training set) by NRCan to train and apply predictive models for other ore systems in the future. This automated solution is required to:

- A. Must work with GEOSCAN metadata in its original format so that new entries into the publication database can be included in a continually updating predictive model;
- B. Must allow predictive model developed during Mandatory Stage 1 to be trained on a new training set by NRCan;
- C. Must be able to be used and maintained by NRCan.

##### Optional Stage 3

Many GEOSCAN entries correspond to scientific reports and/or maps in PDF format. A third optional stage of the SOW would be to apply the predictive model(s) developed during Stage 1 to search through the original scientific documents rather than only using the metadata hosted in GEOSCAN. The spatial coordinates of the best matches could then be extracted using the associated GEOSCAN metadata. Where appropriate, a subset of publications in PDF format could be provided by NRCan for the optional Stage 3 of this SOW. The automated digital solution delivered as part of Optional Stage 2 is not required to search through PDF documents.

The selection of proposal(s) for contracting does not constitute a guarantee on the part of Canada that a contract amendment will be awarded for Stage II.

#### 5. ENQUIRIES AND RESPONSE

All enquiries and responses to the questions in Annex D must be submitted in writing to the Contracting Authority no later than October 18, 2019.

## **Annex A - Statement of Work (SOW)**

### **SW.1.0 TITLE**

Automated GEOSCAN document classification in support of the Canada mineral potential mapping project

### **SW.2.0 BACKGROUND**

All of the science publications that the Geological Survey of Canada (GSC) at Natural Resources Canada (NRCAN) produces is included within the open and freely available GEOSCAN database. At present, GEOSCAN includes approximately 80,000 entries in XML format with publication dates ranging from 1847 to present. Each publication entry within the database includes metadata fields such as title, subjects (or keywords), abstract, plain language summary, and location information (i.e., latitude, longitude, National Topographic System grid). Because a large proportion of research programs are focused on Canada's natural resources, the GEOSCAN publication database represents an important repository for information regarding Canadian base, precious, and critical metal deposits (i.e., "ore systems"). Periodic, review-type scientific articles represent the traditional approach for consolidating the knowledge gained from ore system research. As part of the current SOW, we seek to develop new tools for interrogating this publication database using the latest advances in artificial intelligence (AI).

### **SW.3.0 OBJECTIVES**

NRCAN seeks to use AI techniques to identify GEOSCAN entries relating to a particular ore system and extract the spatial coordinates of the best matches. A set of entries known to be related to the targeted ore system will be provided by NRCAN as the training data.

#### Mandatory Stage 1

The specific requirements of the SOW include:

- (1) Identify text patterns related to one targeted ore system using publication metadata within GEOSCAN;
- (2) Build predictive model to rank all GEOSCAN entries according to their degree of fit with the text patterns identified through the metadata. The predictive model will be based on the NRCAN selected training set. Model accuracy and precision must be in the range of 70–100% based on cross-validation with the NRCAN selected training set and manual validation with a smaller subset of GEOSCAN entries by NRCAN;
- (3) Extract the identifying information, spatial coordinates, and degree of fit (i.e., predictive model confidence score) as an electronic data table (e.g., comma separated value file) for all GEOSCAN entries. The spatial coordinates will be used by NRCAN to define areas of higher mineral potential for the targeted ore system.

#### Optional Stage 2

Build and deliver an open-source and automated digital solution that could be reconfigured and/or modified (e.g., by selecting a new training set) by NRCAN to train and apply predictive models for other ore systems in the future. This automated solution is required to:

- 1) Must work with GEOSCAN metadata in its original format so that new entries into the publication database can be included in a continually updating predictive model;
- 2) Must allow predictive model developed during Mandatory Stage 1 to be trained on a new training set by NRCAN;
- 3) Must be able to be used and maintained by NRCAN.

#### Optional Stage 3

Many GEOSCAN entries correspond to scientific reports and/or maps in PDF format. A third optional stage of the SOW would be to apply the predictive model(s) developed during Stage 1 to search through the original scientific documents rather than only using the metadata hosted in GEOSCAN. The spatial coordinates of the

best matches could then be extracted using the associated GEOSCAN metadata. Where appropriate, a subset of publications in PDF format could be provided by NRCAN for the optional Stage 3 of this SOW. The automated digital solution delivered as part of Optional Stage 2 is not required to search through PDF documents.

#### SW.4.0 PROJECT REQUIREMENTS

##### SW.4.1 Tasks, Deliverables, Milestones and Schedule

Contractor Tasks/Activities	Contractor Deliverables/Milestones	Contractor Time Schedule	NRCAN Roles
<b>Stage 1 Introduction:</b> (1) Data provided to Contractor in XML format.	(1) Data is transferred by NRCAN and received by Contractor; (2) Stage 1 project launch meeting between NRCAN and Contractor within five (5) business days after contract award.	Based on bidder proposal up; final project results and reporting deadline is March 31 2020.	(1) NRCAN will deliver GEOSCAN data in XML format
<b>Stage 1 Data Exploration:</b> (1) Data is ingested, converted, normalized and managed in a consistent data structure by Contractor.	(1) Data structure is now compatible with machine learning methods used by Contractor.	Based on bidder proposal up; final project results and reporting deadline is March 31 2020.	
<b>Stage 1 Model Design:</b> (1) Contractor trains, tunes and optimizes a predictive machine learning model that recognizes keywords and word associations related to the targeted ore system.	(1) Contractor has defined word associations related to the targeted ore system; (2) Contractor has designed predictive model capable of recognizing text patterns related to the targeted ore system using GEOSCAN metadata fields (Title, Subjects, Abstract, Plain Language Summary); (3) Progress update meeting between NRCAN and Contractor after building the Stage 1 predictive model within five (5) business days of model completion.	Based on bidder proposal up; final project results and reporting deadline is March 31 2020.	(1) NRCAN will provide targeted ore system; (2) NRCAN personnel to support Contractor on text relationship identification; (3) NRCAN domain experts to support Contractor on training, tuning and testing the extractive models.
<b>Stage 1 Data Extraction:</b> (1) Contractor uses predictive model to identify matches within the GEOSCAN publication database; (2) Contractor ranks publication metadata according to their degree of fit with predictive model results; (3) Contractor extracts identifying information, spatial coordinates (i.e.,	(1) Contractor has prepared electronic data table (e.g., comma separated value format, csv) containing GEOSCAN ID, latitude, longitude, NTS, and predictive model results for all GEOSCAN entries.	Based on bidder proposal up; final project results and reporting deadline is March 31 2020.	(1) NRCAN personnel to support Contractor on data extraction with domain expertise.

using the Latitude, Longitude, and NTS fields) from GEOSCAN metadata and matching score (i.e., predictive model confidence score).			
<b>Stage 1 Validation and Acceptance:</b> (1) Contractor conducts validation (i.e., accuracy) and sensitivity analysis of text patterns to predictive model results.	(1) Predictive model accuracy and precision must be in the range of 70–100% based on multiple cross-validation with training set; (2) Contractor provides qualitative and/or quantitative assessment of the sensitivity of predictive modelling results to keyword selection.	Based on bidder proposal up; final project results and reporting deadline is March 31 2020.	(1) NRCAN domain experts to validate and accept extractive models.
<b>Stage 1 Reporting:</b> (1) Contractor analyses results, prepares digital solution and next steps.	(1) Written report that summarizes predictive modelling method and results within five (5) business days after model acceptance; (2) Oral presentation that summarizes results and next steps within five (5) business days after model acceptance; (3) Electronic data table containing: GEOSCAN ID, latitude, longitude, NTS grid, and predictive model results for all entries.	March 31 2020	(1) NRCAN availability for oral presentation
<b>Optional Stage 2</b> (1) Contractor develops automated digital solution for training and applying predictive models using GEOSCAN metadata to other ore systems.	(1) Contractor delivers digital solution that enables NRCAN staff to train and build predictive models for targeting other ore systems using GEOSCAN metadata.	To be determined	
<b>Optional Stage 3</b> (1) Contractor applies predictive text model developed in Mandatory Stage 1 to the original scientific reports and maps in PDF format (rather than only using metadata).	(1) Contractor delivers electronic data table (e.g., comma separated value format, csv) containing GEOSCAN ID, latitude, longitude, NTS, and predictive model results for all entries.	To be determined	(1) NRCAN provides subset of scientific reports and maps in PDF format

#### SW.4.2 Deliverables time table

##### NRCAN GEOSCAN PREDICTIVE MODEL PROJECT KEY PROJECT MILESTONES

Milestones Description	Status (All dates tentative TBC)
BID SOLICITATION	
Statement of Work (SoW), Eval. Criteria, procurement plan and Notice of Proposed Procurement (NPP)	Completed
Posting of NPP / Draft SoW and Evaluation Criteria	October 3, 2019
NPP Closes – Responses Received	October 18, 2019
Post RFP on Buy and Sell	TBD
Host Webinar	TBD
Suppliers indicate their interest in providing a response to the solicitation	TBD
NRCAN selects up to 3 of the interested suppliers and PSPC randomly selects up to 7 of the remaining interested suppliers	TBD
RFP Closes	TBD
NRCAN receives bids from PSPC	TBD
Evaluation-panel review and decision	TBD
Contract awarded and Inform successful Bidders (Regrets to unsuccessful bidders)	TBD
STAGE I – Build Predictive Model	
Project Kick-off Meeting	TBD
Delivery of Predictive Model Report	TBD
STAGE II – Build and Deliver Digital Solution (predictive model)	
Project Kick-off Meeting	TBD
Delivery of Production Ready Digital Solution	
Review and Acceptance Testing of Digital Solution	
STAGE III – Expand Predictive Modeling to include additional Data	
Deliver Updated Predictive Model	TBD

#### SW.4.3 Reporting Requirements

Contractor must provide one written report, one oral presentation, and one electronic data table with project results by the end of each phase. The contractor shall also agree to at least one initial meeting for the Stage 1 project launch, one progress update meeting after building the Stage 1 predictive model (see section SW.4.1) and a final meeting to discuss project wrap-up at the end of all completed stages of the initial work; and the next steps.

#### SW.4.4 Acceptance Procedures

All deliverables and services rendered under the contract are subject to inspection by the Project Authority. Review and feedback will be provided in writing by the Project Authority within the ten (10) business days. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require



their correction before payment will be authorized.

#### **SW.4.5 Specifications and Standards**

The accuracy and precision of the predictive model must be in the range of 70–100% based on cross-validation with the NRCan-selected training set (e.g., K-fold, Monte Carlo). A random sample (1–5%) of GEOSCAN entries will also be validated manually by NRCan to further assess the accuracy of the predictive model.

#### **SW.4.6 Technical, Operational and Organizational Environment**

All work will be completed at the Contractor's place of business.

### **SW.5.0 OBLIGATIONS**

#### **SW.5.1 Contractor's Obligations**

In addition to the obligations outlined in section 4 of this SOW, the Contractor shall:

1. Keep and maintain all documents and proprietary information confidential;
2. Submit all written reports in hard copy and electronic Microsoft Office Word format;
3. Attend meeting with stakeholders, if necessary;
4. Participate in teleconferences, as needed;
5. Maintain all documentation in a secure area.

#### **SW.5.2 NRCan's Obligations**

1. Deliver GEOSCAN publication database (XML format);
2. Provide access to staff member(s) on a weekly basis to coordinate activities and support text relationship identification, predictive modelling and validation of results;
3. Provide comments, or accept, draft reports within ten (10) business days.

#### **SW.5.3 Estimated Period of the Contract**

The estimated period of the contract is from the date of Contract Award to *March 31 2020*.

#### **SW.5.4 Location of Work, Work Site and Delivery Point**

All work will be completed at the Contractor's place of business. Travel and living expenses incurred by the Contractor will not be paid.



## ANNEX “B” - EVALUATION PROCEDURES AND BASIS OF SELECTION

### Evaluation Procedures

Bids will be assessed in accordance with the Mandatory Technical, (B1), Point related Technical (B2), and Mandatory Financial (B3) criteria below.

An evaluation team composed of representatives of Canada will evaluate the Bidder's Proposal.

Title	Reference	Description	Evaluation
Evaluation of bidder's proposal	Section B1	Mandatory Technical Criteria	Pass / Fail
	Section B2	Point Rated Technical Criteria	Score / 60
	Section B3	Mandatory Financial Criteria	Pass/ Fail

### Basis of Selection

To be declared responsive, a bid must:

- Comply with all of the requirements of the bid solicitation;
- Meet all Mandatory Technical Requirements stipulated (B1). The Mandatory Technical Criteria (B1) will be evaluated on a simple pass/fail basis. Proposals which fail to meet the Mandatory Technical Criteria will be deemed non-responsive;
- Obtain the required minimum of 36 points overall for the Technical Evaluation Criteria stipulated in section B2, which are subject to point rating. The rating is performed on a scale of 60 points;
- Meet the mandatory financial criteria stipulated in section B3.

Bids not meeting a), b), c), or d) will be declared non-responsive.

Bids will be ranked by score from highest to lowest, provided that the total evaluated price does not exceed the mandatory financial criteria for this requirement.

In the event a Bidder withdraws their bid, or the bid is set aside, Canada may offer the next highest ranked bidder a contract.

In the event of a tie score(s) that impacts the ranking, the Bidder with the lower bid for the work detailed in the SOW, will be awarded the contract.

In the event that more than one responsive bid have the same number of points and have the same total evaluated price for the SOW, the bid that received the highest score for point-rated technical criterion (B2) will be awarded the contract.

Bidders are advised to address each criterion in B2 to sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. The technical proposal should address each of the criteria in the order in which they appear.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that “years of experience” are calculated from the year of the earliest project completion date. The years of experience count is incremented by demonstrating that at least one project of a 3-month duration minimum was completed during a calendar year. For example, a client profile or client segmentation report completed in 2002, and subsequent years with at least one similar project will keep increasing the total years of experience.

## B1 Mandatory Technical Criteria

Item	Mandatory Requirement	Bid Submission Requirements	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	The Bidder must demonstrate its experience, as a prime or sub-contractor, in the application of artificial intelligence (AI) technology services - insights and predictive modeling including natural language processing, text analytics and synthesis of structured and unstructured data.	<p>In order to demonstrate this experience, the Bidder must provide written summaries of two (2) similar projects (i.e., insights, predictive modelling, application of natural language processing, text analytics and syntheses of structured and unstructured data) they have delivered within the past five (5) years (60 months) from date of bid solicitation date.</p> <p>Within each project summary, the Bidder MUST provide the following information:</p> <ol style="list-style-type: none"> <li>Name of client and brief description of project;</li> <li>Brief description of the type and scope of services provided, methodology used and results;</li> <li>Brief description of the role the Bidder played in providing these services (was the Bidder the Prime contractor or a sub-contractor on the project?);</li> <li>Duration of the project, including the start and end dates (month/year to month/year);</li> <li>Extent to which these services were provided on-time, on-budget and in accordance with the established project objectives; and</li> <li>Name, telephone number and/or email address of the client reference to whom the Bidder reported. The contact information</li> </ol>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Item	Mandatory Requirement	Bid Submission Requirements	Compliant (Yes/No)	Reference to Bidder's Proposal
		may be used to validate the information provided.		
M2	The proposed predictive model solution for Stage 1 within the SOW must recognize keywords, text semantics and word associations related to the targeted ore system using metadata within the NRCan publication database.	<p>Bidder must provide a draft project plan for Mandatory Stage 1 work within the SOW.</p> <p>Within the draft project plan, the Bidder MUST provide the following information:</p> <ul style="list-style-type: none"> <li>a) The methodology, including detailed information on the work to be performed, and a brief description of the proposed tools and resources;</li> <li>b) A breakdown table of the level of effort, including the estimated days and resources allocated to each task, the estimated delivery date for each task and the personal name of the assigned resource category.</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	The proposed solution for Optional Stage 2 work must be automated and provide the functionality to enable the training of algorithm and applying predictive text models by NRCan to other ore systems.	<p>Bidder must provide a draft project plan for Optional Stage 2 within the SOW.</p> <p>Within this draft project plan, the Bidder MUST provide the following information:</p> <ul style="list-style-type: none"> <li>a) The methodology, including detailed information on the work to be performed, and a brief description of the tools and the automated solutions to be proposed and resources used;</li> <li>b) A breakdown table of the level of effort, including the estimated number of days and resources allocated to each task, the estimated delivery date for each task and the personal name of the assigned resource category.</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M4	The proposed solution for Optional Stage 3 work must apply the predictive text model developed in Stage 1 to include the original scientific reports and maps in PDF format (rather than only using metadata).	<p>Bidder must provide a draft project plan for Optional Stage 3 within the SOW.</p> <p>Within this draft project plan, the Bidder MUST provide the following information:</p> <ul style="list-style-type: none"> <li>a) The methodology, including detailed information on the work to be performed, and a brief description of the tools to be proposed and resources used;</li> <li>b) A breakdown table of the level of effort, including the estimated number of days and resources allocated to each task, the</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Item	Mandatory Requirement	Bid Submission Requirements	Compliant (Yes/No)	Reference to Bidder's Proposal
		estimated delivery date for each task and the personal name of the assigned resource category.		
M5	The proposed solution(s) for stage 1, 2, and/or 3 will be a digital solution, hosted by NRCan with a GUI interface (in English only).	The Bidder must clearly demonstrate whether the proposed solution will be cloud-based by providing documentation.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

## B2 Point Rated Technical Criteria

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

Bids will be evaluated and scored as specified in the table inserted below. Each point rated technical criterion should be addressed separately.

Bids which fail to obtain the overall minimum required score specified below will be declared non-responsive, and will be given no further consideration in the evaluation process.

Item	Rated Technical Criterion	Bid Submission Requirement	Evaluation Criteria	Maximum Points
R1	<b>Approach and Methodology</b>  The bidder should provide details of the proposed technical approach and methodology that identifies text associations within the publication metadata, as described in the SOW	The bidder should demonstrate this by providing: <ul style="list-style-type: none"> <li>a) The technical approach and methodology;</li> <li>b) Sources and risks of potential bias and how they are mitigated;</li> <li>c) Mechanisms to minimize risk of errors or incorrect results;</li> <li>d) use of open source software and provide explanation of</li> </ul>	Points will be allocated as follows: <ul style="list-style-type: none"> <li>a) Bidder provided detailed description and rationale of algorithms to be applied in their methodology (0 to 10 points);</li> <li>b) The bidder detailed sources and risk of potential bias in the methodology and how the risk(s) would be mitigated? (0 to 10 points);</li> <li>c) The Bidders detailed sources and risk of potential error and how they could be mitigated (0 to 10 points);</li> <li>d) The Bidder provided explanation of the use of Open source and/or COTS software</li> </ul>	40

Item	Rated Technical Criterion	Bid Submission Requirement	Evaluation Criteria	Maximum Points
		<p>integration into overall solution;</p> <p>e) Potential ethical considerations and risks, and how they would be addressed.</p>	<p>that would be used and its integration in to overall solution? (0 to 5 points)</p> <p>e) The bidder described ethical considerations and identified measures to mitigate them. If no ethical risks or considerations are identified, a clear rationale or justification is provided (0 or 5 points)</p>	
R2	The Bidder should demonstrate it has the capacity and experience to develop and deliver the proposed predictive model solution and carry out the work as described in the Statement of Work.	<p>Bidders are requested to provide a Draft Project Plan which should include:</p> <p>a) Team member allocation that clearly defines roles and responsibilities assigned to each member of the Bidders project team AND is supported by detailed description of the proposed resources' qualifications and project experience.</p>	<p>Points will be allocated as follows:</p> <p>a) Bidder's response explains the proposed resources roles and how they will be organized to meet deliverables and provide documentation to substantiate resource project experience in insights, predictive modelling, and application of natural language processing, text analytics and syntheses of structured and unstructured data? (0 to 10 points);</p> <p>b) Bidders response describes their approach to project management including liaising and reporting to client (Project Authority) (0 to 10 points)</p>	20
<b>Total Points Available:</b>				60
Overall Minimum required score to obtain is: 60 % or 36 points				

### B3 Mandatory Financial Criteria

Bids must meet the mandatory financial criteria specified in the table inserted below.

Bids which fail to meet the mandatory financial criteria will be declared non-responsive. Each criterion should be addressed separately.

The maximum funding available for the work is \$90,000.00 (Canadian Funds, Applicable Taxes extra). Bids valued in excess of this amount will be declared non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

Title	Description	Evaluation
MF1	The total cost of the Bidder's financial proposal for Mandatory Stage 1 work, must not exceed \$90,000.00 (Canadian funds, Applicable Taxes extra).	Pass / Fail

### LIST OF SUPPLIERS

This is a call for proposals could be sent to all suppliers of the AI Source List.

The list of suppliers is available here:

<https://buyandsell.gc.ca/procurement-data/tender-notice/PW-EE-017-34526>

It is expected that the maximum amount shall not exceed \$499,999, so all suppliers can submit their proposals (band 1, 2 and 3).

As per the trade agreements, this requirement would be solicited by publishing it on Buy and Sell for a minimum of 40 days.

**Annex C**  
**Industry Questions**

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- 1) As outlined in the draft Statement of Work – Annex B and Evaluation Criteria – Attachment 4, are the budget amounts and time allocated for Stage II and Stage III sufficient to deliver on the tasks and requirements?
- 2) Is the optional phases (phases 2 and phases 3) sufficiently detailed or is further clarification required in some areas?
- 3) Two engagement sessions between the chosen vendor and Canada have been specified in the Statement of Work – Annex B. Is this level of engagement sufficient to build the mandatory phase 1 digital solution??
- 4) Are there elements of the Statement of Work – Annex B, that require clarification?



## Public Works and Government Services Canada

## Travaux publics et Services gouvernementaux Canada

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## **Bid Solicitation**

Canada requests Bids from Bidders to meet its requirements. A brief description is set forth below for Bidder's convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, Canada appreciates and welcomes a Bid.

The capitalized terms used in this agreement are defined in Annex A.

### **1.0 Proposal**

- 1.1 Bids.** Canada is seeking bids from Bidders to provide a digital solution to identify GEOSCAN entries relating to specific ore system and extract the spatial coordinates of the best matches.

For this solicitation, Canada may:

- i. award one contract to the successful bidder to develop a digital solution in accordance with Stage I of the Statement of Work in Annex "B", and
- ii. exercise the options to deliver the Stage II and Stage III work in accordance with the Statement of Work as described in Annex "B",

- 1.1.1 Artificial Intelligence Source List.** The AI-IA Invitation to Qualify for Artificial Intelligence Source List EN578-180001 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the AI-IA ITQ.

- 1.1.2** This solicitation is open to qualified suppliers in Band 1, 2 and 3 of AI-IA Source List EN578-180001. Qualified suppliers may not submit a bid in response to this bid solicitation unless they have been invited to do so. The following qualified suppliers have been initially invited to participate in this requirement:

#### **Band 1**

1. Alithya Group Inc.
2. Contextere Corporation
3. DataPerformers Company Inc.
4. 9324526 Canada Inc. (operating as "Elevated Thinking")
5. Horoma Ai Inc.
6. Idlewyld Analytics and Consulting Services, Sysabee, and the DAVHILL Group in Joint Venture
7. R-Brain
8. Solutions GeoLearn Inc.
9. Testfire Inc. (operating as "Testfire Labs")

#### **Band 1 and 2**

1. 1QB Information Technology Inc.
2. AltaML Inc.
3. Effigis Geo-Solutions Inc.
4. Element Ai Inc.
5. Info Agora Inc.
6. Larus Technologies Group
7. PSW Applied Research Inc.
8. Pymetrics Inc.
9. Stradigi Ai Inc (operating as "Stradigi AI")
10. Systemscope Inc.
11. Wirespeed Networks Inc.
12. CrowdCare Corporation (operating as "Wysdom.AI")

### **Band 1, 2 and 3**

1. Accenture Inc.
2. Acumen Solutions Consulting Canada Inc.
3. Amazon Web Services Inc.
4. Advanced Symbolics Inc.
5. Avaya Canada Corp.
6. Calian Ltd.
7. CGI Information Systems and Management Consultants Inc.
8. Cistel Technology Inc.
9. Cognitive Scale Inc.
10. Deloitte inc.
11. Dessa Inc.
12. Diligen Inc.
13. Donna Cona Inc. / Mastech Infotrellis Inc. in Joint Venture
14. DXC Technology Company
15. Ernst & Young LLP
16. Fujitsu Consulting (Canada) Inc.
17. GlobVision Inc.
18. Hitachi Consulting Canada Corporation
19. Hitachi Vantara Inc.
20. IBM Canada Limited
21. IMRSV Data Labs Inc.
22. In2IT Technologies Canada Inc.
23. ipss inc./ ServiceNow Canada, Inc. in Joint Venture
24. Irosoft Inc.
25. KPMG LLP
26. Lemay Solutions Consulting, Inc.
27. Lixar I.T. Inc.
28. McAfee Canada ULC
29. McKinsey & Company Canada
30. Menya Solutions Inc.
31. Microsoft Canada Inc.
32. MindBridge Analytics Inc.
33. Northern Micro Inc.
34. NewEnergy Community Inc. (dba "NuEnergy.ai")
35. Nuvoola Inc.
36. Open Text Corporation
37. Oproma Inc.
38. Palantir Technologies Inc.
39. PricewaterhouseCoopers LLP
40. SageTea Inc.
41. Canada, Inc.
42. SAS Institute (Canada) Inc.
43. ServiceNow, Inc.
44. SIA Partners Inc.
45. Sierra Systems Group Inc.
46. Sightline Innovation Inc.
47. Thales Canada Inc.
48. The Funding Portal Inc.
49. ThinkData Works, Inc.
50. Thomson Reuters Canada Limited
51. 9766758 Canada Inc. (operating as "vLex Canada")
52. Xtract Ai Inc.

- 1.2 Term.** The term of the contract is from date of Contract award to April 30, 2020. Canada has irrevocable options to extend the term:
- a) to October 31<sup>st</sup>, 2020, for completion of Stage II, of the Statement of Work in Annex "B" (Optional Work Stage II of the Method and Basis of Payment in Annex C); and
  - b) by 6 months, up to March 31, 2021, under the same conditions, for completion of Stage III, of the Statement of Work in Annex A (Optional Work Stage III of the Method and Basis of Payment in Annex C);
- that it may exercise at its sole discretion.
- 1.3 Delivery.** All deliverables must be received on or before the dates identified in the SOW.
- 2.0 Bid Requirements**
- 2.1 Trade Agreements.** The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- 2.2 Security Requirements.** There are no security requirements associated with this requirement.
- 2.3 Task Authorization.** This bid solicitation is to establish a contract with task authorization in accordance with the scope of the Contract. Work considered to be in accordance with the scope of the Contract could include but not limited to Work associated to updating the accepted Digital Solution as a result of changes to the Government of Canada Web Accessibility Standard, adding new functionalities to the accepted solution and adapting to changes in the solution's IT environment.
- 3.0 Bidder Requirements**
- 3.1 Code of Conduct**
- a) **Compliance with Code of Conduct.** In accordance with the [Code of Conduct for Procurement](#) (the "Code"), Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract.
  - b) **Bidder Certification.** By submitting a bid, the Bidder certifies that it is complying with the Code. Canada may declare the bid non-responsive if the Bidder fails to comply with the Code.
- 3.2 Bid Integrity**
- a) **Ineligibility and Suspension Policy.** The *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
  - b) **Charges and Convictions.** Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Bidder is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Bidders is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Bidders.
  - c) **Additional Bid Information.** In addition to all other information required in the bid solicitation, the Bidder must provide the following:

- i. at the time of submitting a response under the Invitation to Qualify (ITQ), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names, and
  - ii. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
- d) **Bid Certification.** See the section on Bid Certifications for more information.

### 3.3 Conflict of interest

- a) **Right to Reject.** Canada may reject a bid if the Bidder, any of its subcontractors, any of their respective employees or former employees:
- i. was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of a conflict of interest;
  - ii. had access to information related to the bid solicitation that was not available to other Bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

Without limiting in any way the provisions described above, Bidders are advised that Canada has engaged the assistance of the following private sector contractors who have provided services in preparing strategies and documentation related to this procurement process:

- ContractStandards (aka KMStandards)
- b) **Experience Not an Unfair Advantage.** The experience acquired by a Bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest.
- c) **Notification of Rejection.** Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision.

3.4 **Federal Contractors Program for Employment Equity.** The [Federal Contractors Program for Employment Equity](#) applies to this procurement. Bidders must provide the information required in the attached Bid Submission Form before contract award.

3.5 **Former Public Servants.** Bidders who are [former public servants](#) in receipt of a pension or lump sum payment must provide the information required in the attached Bid Submission Form before contract award.

### 4.0 Bid Submission

4.1 **Due Date and Delivery.** Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 4.2 Delayed Bids

- a) **Cause of Delay.** At its discretion, Canada may consider a bid delivered after the due date but before the contract award date if the bidder can prove the delay is due solely to a delay in delivery caused by the Canada Post Corporation (CPC) (or the national equivalent of a foreign country). Canada does not consider private couriers (Purolator Inc., FedEx Inc., etc.) a part of CPC for delayed bids.
- b) **Evidence of Delay.** The only pieces of evidence relating to a delay in the CPC system that are acceptable to Canada are: (i) a CPC cancellation date stamp; or (ii) a CPC Priority

Courier bill of lading; or (iii) a CPC Xpresspost label that clearly indicates that the bid was mailed before the bid closing date. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

#### 4.3 Bid Transmission.

- a) **Mail, fax or epost:** Bids may be delivered by mail, fax, or [epost Connect](#). Canada is not responsible for any failed transmission, illegible, corrupted or incomplete receipt, improper identification, or data security.
- b) **Mailing Address:** The address specified on page 1 of the bid solicitation.
- c) **Fax Number:** PWGSC, National Capital Region to 819-997-9776; or PWGSC regional offices at the facsimile number identified in the bid solicitation.
- d) **epost Connect Address.** Unless specified otherwise in the bid solicitation, Bidders may submit bids by epost to:
  - i. PWGSC, National Capital Region at [tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca); or
  - ii. PWGSC regional offices to the email identified in the bid solicitation.
- e) **epost Connect Requirements**
  - i. **Submission Process.** To submit a bid using epost Connect service, the Bidder must either:
    - 1) send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
    - 2) send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
  - ii. **epost Connect Conversations.** If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
  - iii. **Conversation Time Periods.** If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
  - iv. **Message Fields.** The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
  - v. **Acknowledgement of Receipt.** The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
  - vi. **Use of Correct Email Address.** Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in



epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.

#### 4.4 Bid Requirements

- a) **Authority.** Each Bidder (and each member of a joint venture submitting a Bid) must (i) have legal capacity to contract and (ii) sign the Bid by an authorized representative of Bidder. If a bid is submitted by a joint venture, the bid must indicate the name of its representative chosen to act on behalf of the joint venture group.
- b) **Procurement Business Number.** Each Bidder (and each member of a joint venture submitting a Bid) must have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information. For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.
- c) **Validity of Bids.** Bids will remain open for acceptance for a period of not less than 180 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive Bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive Bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive Bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
- d) **Bid Language.** Bid documents and supporting information may be submitted in either English or French.
- e) **Bids Become Property of Canada.** Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the *Access to Information Act* (R.S. 1985, c. A-1) and the *Privacy Act* (R.S., 1985, c. P-21).
- f) **No Assignment of Bids.** A bid cannot be assigned or transferred in whole or in part.
- g) **Bidder Responsibilities.** It is the Bidder's responsibility to:
  - i. **obtain** clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
  - ii. **prepare** its bid in accordance with the instructions contained in the bid solicitation;
  - iii. **submit** by closing date and time a complete bid;
  - iv. **send** its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified in the bid solicitation or to the address specified in the bid solicitation (fax number and related instructions for bids transmitted by fax are provided in section 4.3.);
  - v. **ensure** that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,
  - vi. **provide** a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
- h) **Joint Venture.** Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - i. the name of each member of the joint venture;
  - ii. the Procurement Business Number of each member of the joint venture;

- iii. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- iv. the name of the joint venture, if applicable.

If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.

#### 4.5 Submission of Bids

- a) **Bid Submission Form.** Bidders are requested to include the Bid Submission Form - Attachment 2 with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- b) **Provision of Documentation.** Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

#### 4.6 Electronic Bid Delivery

- a) **Single Transmission.** If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 4.3 above. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per single message posted and a limit of 20GB per conversation.
- b) **Bid Sections.** The bid must be gathered per section and separated as follows:  
 Section I: Technical Bid  
 Section II: Financial Bid  
 Section III: Certifications

#### 4.7 Hard Copy Bid Delivery

- a) **Bid Sections.** If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:  
 Section I: Technical Bid (1 hard copy and 1 soft copy on a medium such as CD, DVD or USB key)  
 Section II: Financial Bid (1 hard copy and 1 soft copy on a medium such as CD, DVD or USB key)  
 Section III: Certifications (1 hard copy and 1 soft copy on a medium such as CD, DVD or USB key)
- b) **Prices in Financial Bid Only.** Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- c) **Format Instructions.** Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:
  - i. use 8.5 x 11 inch (216 mm x 279 mm) paper;

- ii. use a numbering system that corresponds to the bid solicitation.
  - d) **Policy on Green Procurement.** 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 (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.
  - e) **Discrepancies**
    - i. If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.
    - ii. If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.
- 4.8 Bid Costs.** The Bidder's costs associated with preparing, submitting, and evaluating a bid are the sole responsibility of the Bidder.
- 4.9 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 completing the Bid Submission Form (Attachment 2). If no change is made, the Bidder acknowledges that the applicable laws specified are acceptable to the Bidders.
- 4.10 Electronic Payment Instruments.** If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 Bid Submission Form, to identify which ones are accepted. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criteria.
- 5.0 Communications**
- 5.1 Bid Communications.** To ensure the integrity of the competitive bid process:
- i. the Bidder must direct all enquiries and other communications regarding the bid solicitation only to the Contracting Authority identified in the bid solicitation, and
  - ii. Canada will post all significant enquiries received and their replies on the Government Electronic Tendering Service (GETS).
- 5.2 Bid Enquiries**
- a) **Period for Enquiries.** All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
  - b) **Detail of Enquiries.** 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.

**5.3 Mandatory Bidders' Engagement.** Pre-qualified suppliers from the Artificial Intelligence Source List will be invited to attend a bidder's engagement session. Bidder's must attend the bidder's engagement session to be eligible to participate in this solicitation process. The scope of the requirement outlined in the bid solicitation will be reviewed during the engagement and questions will be answered.

- a) **Bilingual Session Location and Time.** TBD.
- b) **Communication with Contracting Authority.** Bidders are requested to communicate with the Contracting Authority at least 24 hours before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending in person or by Webex and a list of questions they wish to table no later than TBD. A maximum of two representatives per Bidder may attend the engagement session in person.
- c) **Clarifications or Changes.** Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation.
- d) **Reducing the Bidding Pool.** Pre-qualified suppliers must self-identify their interest to compete for the requirements no later than five calendar days following the bidders' engagement session by emailing the Contracting Authority. A maximum of 10 bidders will be invited to bid. Canada will select up to three bidders from the pre-qualified bidders who have self-identified and the remainder will be randomly selected from the pre-qualified bidders who have self-identified. Bidders who do not self-identify their interest to the contracting authority within five calendar days will not be invited to bid.

**5.4 Bid 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.

**5.5 Improvement of Requirement During Solicitation Period.** Should Bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

**5.6 Entire requirement.** The bid solicitation documents contain all the requirements relating to the bid solicitation. No other information or documentation is relevant. Bidders should not assume that practices used under previous contracts will continue or that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

## **6.0 Technical Proposal**

### **6.1 Technical Bid**

- a) **Requirements.** Bidders should:
  - demonstrate their understanding of the requirements contained in the bid solicitation, concisely explain how they will meet these requirements, and
  - address the points that are subject to the evaluation criteria against which the bid will be evaluated.
- b) **Organization.** Bidders should 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.

## 6.2 Customer References

- a) **Provision of References.** The Bidder must provide customer references as detailed in Annex "B".
- b) **Use of References.** The customer reference must each confirm, when requested by Canada, the facts identified in the Bidder's bid.
- c) **Contact Information.** For each customer reference, the Bidder must provide the name and either the telephone number or e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail. Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.
- d) **Reference Check Procedures.** For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders within a 48 hour period using the e-mail address provided in the bid. Canada will not award any points and/or a Bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within the period specified by Canada.
  - i. **Unavailability of References.** If Canada has not received a response within the period specified, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within the period specified by the Contracting Authority. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling to respond).
  - ii. **Failure to Respond.** If a response is not received from the contact person within the period specified by Canada, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.
  - iii. **Conflicting Information.** Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
  - iv. **Unresponsive or Non-Arm's Length References.** Points will not be allocated and/or a Bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
  - v. **Reference Checks Discretionary.** Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all Bidders who have not, at that point, been found non-responsive.

## **7.0 Financial Proposal**

**7.1 Financial Bid.** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Annex "C". The total amount of Applicable Taxes must be show separately.

**7.2 Exchange Rate Fluctuation.** The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

**7.3 Variation in Resource Rates By Time Period:** For any given resource category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods;

- a) the rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first option year of the Contract.

## **8.0 Evaluation Procedures and Basis of Selection**

### **8.1 Evaluation Procedures**

- a) **Assessment.** Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) **Conduct of Evaluation.** In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
  - i. seek clarification or verification as to any information provided,
  - ii. contact any references to verify any information it submitted;
  - iii. request, before award of any contract, specific information about its legal status;
  - iv. conduct a survey of its facilities and/or examine its technical, managerial, and financial capabilities;
  - v. correct any error in the extended pricing of bids by using unit pricing or the quantities in bids to reflect the quantities stated in the bid solicitation (and, in the case of error in the extension of prices, the unit price will govern);
  - vi. verify any information the Bidder provided through independent research, use of any government resources, by contacting third parties or otherwise; or
  - vii. interview, at the Bidder's sole cost, the Bidder and/or any resources it proposes to fulfill the bid solicitation requirements.

The Bidder must comply with any such request within the time specified in Canada's request. Canada may declare the bid to be non-responsive if the Bidder fails to do so.

- c) **Evaluation Based on Documents Provided.** Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a Bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
- d) **Evaluation and Selection Process for Stage I.** Bids will be assessed in accordance with the entire requirement of the RFP including the technical and financial evaluation criteria. There are several steps in the evaluation and selection process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.



Title	Reference	Description	Evaluation
Evaluation of bidder's proposal	Attachment 4, B1	Mandatory Technical Criteria	Met / Not Met
	Attachment 4, B2	Point Rated Technical Criteria (a minimum of 36 points are required to pass)	Score / 60
	Attachment 4, B3	Mandatory Financial Criteria	Met / Not Met

- e) **Evaluation Team.** An evaluation team composed of representatives of Canada will evaluate the bids.
- f) **Supporting Information.** In the event that the Bidder fails to submit any supporting information pursuant to Attachment 4, the Contracting Authority may request it thereafter in writing, including after the closing date of the bid solicitation. It is mandatory that the Bidder provide the supporting information within one (1) business days of the written request or within such period as specified or agreed to by the Contracting Authority in the written notice to the Bidder.

**8.2 Joint Venture Experience.** Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet all mandatory requirements of this bid solicitation. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

**8.3 Rights of Canada.** Canada reserves the right to:

- a) reject any or all bids received in response to the bid solicitation;
- b) enter into negotiations with Bidders on any or all aspects of their bids;
- c) accept any bid in whole or in part without negotiations;
- d) cancel the bid solicitation at any time;
- e) reissue the bid solicitation;
- f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the Bidders who bid to resubmit bids within a period designated by Canada; and,
- g) negotiate with the sole responsive Bidder to ensure the best value to Canada.

**8.4 Rejection of Bids.**

- a) **Grounds for Rejection.** Canada may reject a bid where the Bidder is bankrupt or where its activities are rendered inoperable for an extended period, or where the Bidder or an employee or subcontractor included as part of the bid:
  - i. is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder, employee or subcontractor ineligible to bid on the requirement;
  - ii. has committed fraud, bribery, fraudulent misrepresentation or failed to comply with laws protecting individuals against any manner of discrimination;
  - iii. has conducted himself/herself improperly; with respect to current or prior transactions with the Government of Canada;
  - iv. has been suspended or terminated by Canada for default with respect to a contract;



- v. has performed other contracts in a sufficiently poor manner so as to jeopardize the successful completion of the requirement being bid on.
- b) **Notification of Rejection for Suspension or Termination.** Where Canada intends to reject a bid due to suspension, termination or sufficiently poor performance of another contract, the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.
- c) **Multiple Bids from Single Bidder or Joint Venture.** Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to reject any or all of the bids submitted by a single bidder or joint venture if their inclusion:
  - i. in the evaluation has the effect of prejudicing the integrity and fairness of the process, or
  - ii. in the procurement process would distort the solicitation evaluation or would not provide good value to Canada.

## 9.0 Technical Evaluation

**9.1 Mandatory and Point-Rated Technical Criteria.** The mandatory and point-rated technical criteria are described in Attachment 4.

## 10.0 Financial Evaluation

### 10.1 Maximum Budget.

- a) The maximum funding available for the Work described under Stage I Pricing Table 1 is \$90,000.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

**10.2 Blank Prices.** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 10.3 Financial Evaluation

- a) **Bid Price.** The price of the bid will be evaluated as follows:
  - i. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - ii. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
- b) **Bids in Foreign Currency.** Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
- c) **Price FOB Destination.** Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that Bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.

- d) **Classification Based on Address.** For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

**10.4 Price Justification.** In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a) a current published price list indicating the percentage discount available to Canada; or
- b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c) a price breakdown of all costs (including labour, materials, transport, general and administrative overhead, transportation, etc.) and profit; or
- d) any other supporting documentation as requested by Canada.

## **11.0 Basis of Selection**

### **11.1 Basis of Selection for Stage I – Highest Combined Rating of Technical Merit and Price**

- a. To be declared responsive, a bid must:
  - i. Comply with all of the requirements of the bid solicitation;
  - ii. Meet all Mandatory Technical Requirements stipulated in B1 of Attachment 4. Proposals which fail to meet the Mandatory Technical Criteria will be deemed non-responsive;
  - iii. Obtain the required minimum of 36 points overall for the Technical Evaluation Criteria stipulated in B2 of Attachment 4, which are subject to point rating. The rating is performed on a scale of 60 points;
  - iv. Meet the mandatory financial criteria stipulated in B3 of Attachment 4.
- b. Bids not meeting a), b), c), or d) will be declared non-responsive.
- c. Bids will be ranked by score from highest to lowest, provided that the total evaluated price does not exceed the mandatory financial criteria for this requirement.
- d. In the event a Bidder withdraws their bid, or the bid is set aside, Canada may offer the next highest ranked bidder a contract.
- e. In the event of a tie score(s) that impacts the ranking, the Bidder with the lower bid for the work detailed in the SOW, will be awarded the contract.
- f. In the event that more than one responsive bid have the same number of points and have the same total evaluated price for the SOW, the bid that received the highest score for point-rated technical criterion in B2 of Attachment 4 will be awarded the contract.
- g. Bidders are advised to address each criterion in B1 and B2 of Attachment 4 to sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. The technical proposal should address each of the criteria in the order in which they appear.
- h. Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.
- i. The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to

an educational setting. Co-op terms are considered work experience provided they are related to the required services.

- j. Bidders are also advised that “years of experience” are calculated from the year of the earliest project completion date. The years of experience count is incremented by demonstrating that at least one project of a 3-month duration minimum was completed during a calendar year. For example, a client profile or client segmentation report completed in 2002, and subsequent years with at least one similar project will keep increasing the total years of experience.
- k. The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 60 and the lowest evaluated price is \$70,000.00 (70).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		40/60	45/60	50/60
Bid Total Evaluated Bid Price		\$90,000.00	\$85,000.00	\$70,000.00
Calculations	Technical Merit Score	40/60 x 70 = 46.66	45/60 x 70 = 52.50	50/60 x 70 = 58.33
	Pricing Score	70/90 x 30 = 23.33	70/85 x 30 = 24.70	70/70 x 30 = 30
Combined Rating		69.99	77.20	88.33
Overall Rating		3 <sup>rd</sup>	2 <sup>nd</sup>	1 <sup>st</sup>

## 12.0 Bid Certifications and Other Requirements

Bidders must provide the required certifications and additional information to be awarded a contract.

### 12.1 Integrity Provisions

- a) **Ineligibility and Suspension Policy.** The Bidder must comply with the [Ineligibility and Suspension Policy](#) ("Policy") and applicable Directives in effect on the bid solicitation issue are incorporated into the bid solicitation.
- b) **List of Suppliers.** A list of ineligible and suspended Suppliers is in PWGSC's Integrity Database described in the Policy.
- c) **Timely Submission of Information.** The Bidder must timely provide the information required by the Policy (including a list of all foreign criminal charges and convictions for itself, its affiliates, and its first-tier subcontractors) by submitting an Integrity Declaration Form.
- d) **Bidder Certification.** Subject to Subsection 5, the Bidder certifies that it has read, understands and complied with the requirements of the Policy, understands criminal charges or convictions may result in suspension or ineligibility to contract with Canada, understands Canada may request additional information from Bidder or third parties to determine eligibility, and is not currently suspended or ineligible.
- e) **Integrity Declaration Form.** If the Bidder cannot provide any of the required certifications, the Bidder must submit an Integrity Declaration Form with its bid.
- f) **Non-Responsive Bid.** Canada will consider a bid non-responsive if any information provided is inaccurate or incomplete, false, or misleading.

- g) **Right to Terminate.** After an award, Canada may terminate the contract for default if it discovers inaccurate, incomplete, false, or misleading information.

## 12.2 Financial Capability

- a) **Financial Capability Requirement.** The Bidder must have the financial capability to fulfil this requirement. To determine the Bidder's financial capability, Canada may, by written notice, require the Bidder to submit some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide this information, including financial statements, cash flow statements, balance sheets, certifications of chief financial officers, and confirmation letter from financial institutions, within 15 working days of the request or as specified in Canada's notice.

## 12.3 Federal Contractors Program for Employment Equity

- a) **FCP Limited Eligibility to Bid.** 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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).
- b) **Right to Declare Bid Unresponsive.** 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.

## 12.4 Status and Availability of Resources

- a) **Availability of Named Individuals.** The Bidder certifies that, if it is 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 and at the time specified in the bid solicitation. 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, Canada will consider only the following reasons as being beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause, and termination of an agreement for default.
- b) **Non-Employees.** If the Bidder has proposed any individual who is not one of its employees, the Bidder certifies that it has that individual's permission to propose his/her services for the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon the Contracting Authority's request, provide a written confirmation, signed by the individual, of that permission and of his/her availability. Canada may declare the bid to be non-responsive if the Bidder fails to do so.

**12.5 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, is true and accurate. The Bidder warrants that every individual that it proposes for the requirement is capable of performing the Work described in the resulting contract.

## 12.6 Software Publisher Certification and Software Publisher Authorization

- a) **Publisher Certification Form.** If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders who use an alternate form, it is in Canada's sole discretion to

determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

- b) **Software Publisher's Authorization.** Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- c) **Definition of Software Publisher.** In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

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

### **Artificial Intelligence Contract**

This Contract is made on [CONTRACT DATE] (the "Effective Date") between [CONTRACTOR NAME], a [CORPORATE JURISDICTION] corporation with its principal place of business at [CONTRACTOR ADDRESS] (the "Contractor") and [GOVERNMENT OF CANADA ENTITY], with its principal address at [CONTRACTING AUTHORITY ADDRESS] ("Canada").

#### **1.0 Requirement**

**1.1** The Contractor agrees to supply the services and deliverables to the Client the as described in Stage I of the Statement of Work and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_ in accordance with, and at the prices set out in, the Contract.

**1.2 Optional Goods and Services for Stage II and III.** The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at:

- a) Optional Stage II, of the Statement of Work in Annex B; and
- b) Optional Stage III, of the Statement of Work in Annex B;

under the same conditions and at the prices and/or rates stated in the Method and Basis of Payment in Annex C. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

#### **1.3 License**

##### **1.3.1 License Grant**

- a) The Contractor hereby grants to the Client, a non-exclusive, non-sublicensable, non-assignable, royalty-free, and worldwide perpetual license, to use the "Digital Solution", as detailed below:
  - i. Type of license being granted: Perpetual  
  
The license granted under the Contract entitles the Client to use the Digital Solution, in whole or in part, for its purposes, at its sole discretion by an unlimited number of Users comprised of employees or contractors of the Client and includes a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free right to use the digital solution, including all released versions of proprietary software components, source code, algorithms and Software Modifications that form part of the digital solution, for audit, investigation, inspection, or examination, enforcement action, or judicial proceedings. This license allows Canada to share, modify, decompile and reverse engineer the Digital Solution with external parties in order to o review and audit the solution, as necessary, for the purpose described herein. Canada will require these external parties not to use or disclose that information except as may be necessary to perform such services on behalf of Canada.
- b) The license granted under the Contract is unaffected by changes in the environment described in the Statement of Work, such as changes to the operating system, types of Devices, or other software products used by the Users.
- c) In addition to the obligations set out in the Statement of Work, the Contractor must provide the Canadian English and Canadian French language versions of the Digital Solution.
- d) Additional Rights: The license includes the right for the Client to use the Digital Solution, which includes the rights:
  - i. to train and apply predictive models for other ore systems;

- ii. to make this use by way of the Internet, or such other means as may become possible from time to time so that Users have “universal access rights” (i.e., a right to access and use the Digital Solution by any means from any location as may become possible from time to time), whether their means of access is secure, wireless, mobile or by any other means available; and
- iii. to access, copy, deploy, test and use the Digital Software Solution for government purposes, unrestricted by the number of Users or type of installations, locations, servers, processors, data, documents, transactions, platforms, devices, networks, operating systems, application program interfaces or operating environments that a User may be using or processing at any time including any equipment required to allow Users to work remotely.

all without requiring the purchase of any additional licenses or rights.

**1.3.2 Right to Transfer.** The Client may transfer license rights, within the license limits of the Digital Solution to any Canadian government department, corporation, or agency as defined in the Financial Administration Act, R.S.C. 1985, c. F-11, as amended from time to time, or to any other party for which the Department of Public Works and Government Services Canada has been authorized to act under section 16 of the Department of Public Works and Government Services Act, S.C. 1996, c. 16, provided the Contracting Authority informs the Contractor in writing of the transfer within 30 calendar days of the transfer.

**1.3.3 Right to License.** The Contractor guarantees (a) it has the right to grant the rights in this Contract, (b) it has all necessary consents, and (c) this Contract contains the only terms between the parties with respect to the Digital Solution.

**1.3.4 “Shrink-Wrap” or “Click-Wrap” Conditions.** The Contractor agrees that Canada is not bound by and does not accept any “shrink-wrap” or “click-wrap” conditions or any other conditions, express or implied, that are contained in the Digital Solution or conditions that may accompany the Digital Solution or Work in any manner, regardless of any notification to the contrary.

#### **1.3.5 Digital Solution Documentation**

- a) The Contractor guarantees that the Digital Solution Documentation contains enough detail to permit a User to access, test and use all features of the Digital Solution.
- b) If the Digital Solution Documentation is available in both of the two official languages of Canada, the Contractor must deliver it in both French and English. If the Digital Solution Documentation is only available in either English or French, it may be delivered in that language; however, Canada then has the right to translate it. Canada owns any translation and is under no obligation to provide it to the Contractor. Canada will include any copyright and/or proprietary right notice that was part of the original document in any translation. The Contractor is not responsible for technical errors that arise as a result of any translation made by Canada.
- c) The Contractor must update the Digital Solution Documentation throughout the period of the Contract to the most current release level consistent with the Digital Solution delivered under the Contract. The Contractor must provide these updates to Canada within ten (10) days of the update being available. These updates must include supporting documentation for all modifications to the Digital Solution, including new versions and new releases that Canada is entitled to receive under the Contract and must identify any problems resolved, enhancements made, or features added to the Digital Solution, together with installation instructions.

**1.3.6 Client.** Natural Resources Canada

## **2.0 Work**

**2.1 Conduct of the Work.** The Contractor represents and warrants that (a) it is competent to perform the Work, (b) it has everything necessary to perform the Work, including the resources, facilities,



labour, technology, equipment, and materials; and (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, to effectively perform the Work.

## 2.2 Subcontracts

- a) **Conditions to Subcontracting.** The Contractor may subcontract the performance of the Work, provided (i) the Contractor obtains the Contracting Authority's prior written consent, (ii) the subcontractor is bound by the terms of this Contract, and (iii) the Contractor remains liable to Canada for all the Work performed by the subcontractor.
- b) **Exceptions to Subcontracting Consent.** The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority: (i) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business (ii) subcontract any incidental services that would ordinarily be subcontracted in performing the Work; (iii) in addition to purchases and services referred to in paragraphs (i) and (ii), subcontract any part or parts of the Work to one or more subcontractors up to a total value of 40 percent of the Contract Price; and (iv) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (i), (ii) and (iii).

## 2.3 Personnel

- a) **Authorized Personnel.** All the Work must be performed solely by Contractor's authorized personnel.
- b) **Key Personnel.** If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with equivalent qualifications and experience and provide written notice to Canada giving (i) the reason for the replacement, (ii) the name and qualifications of the replacement individual, and (iii) proof that the proposed replacement has the required security clearance from Canada.
- c) **Request to Replace Key Personnel.** The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with terms of replacement of key personnel. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## 3.0 Task Authorization (TA)

The Contractor's services described in the Statement of Work in Annex "B" performed under this Contract will be on an "as and when requested basis" using a Task Authorization.

- 3.1 **Form and Content of TA.** A TA will contain (a) Contract and TA number, (b) the details of the required activities and resources, (c) a description of the deliverables, (d) a schedule indicating completion dates for the major activities or submission dates for the deliverables, (e) security requirements, and (f) costs.
- 3.2 **Contractor's Response to TA.** The Contractor must provide to Canada, within the period specified in the TA, the proposed total price for performing the task and a breakdown of that cost, established in accordance with the fees. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- 3.3 **TA Limit and Authorities for Validly Issuing TAs.** A validly issued TA must be signed by the appropriate Canadian Authority as set forth in this Contract. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk.
- 3.4 **Periodic Usage Reports.** The Contractor must compile and maintain records on its provision of services to the federal government under the valid TAs issued under this Contract.

**3.5 Refusal of TAs.** The Contractor is not required to submit a response to every draft TA sent by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA.

**3.6 Consolidation of TAs for Administrative Purposes.** This Contract may be amended from time to time to reflect all validly issued TAs to date, to document the Work performed under those TAs for administrative purposes.

#### **4.0 Inspection and Acceptance of the Work**

**4.1 Inspection by Canada.** All the Work is subject to inspection and acceptance by Canada. Canada's inspection and acceptance of the Work does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract or the Contractor's responsibilities with respect to warranty, maintenance or support under the Contract. Canada may reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

**4.2 Inspection Procedures.** Unless provided otherwise in the Contract, the acceptance procedures are as follows:

- a) when the Work is complete, the Contractor must notify the Technical or Project Authority in writing, with a copy to the Contracting Authority, by referring to this provision of the Contract and requesting acceptance of the Work;
- b) Canada will have 30 days from receipt of the notice to perform its inspection (the "Acceptance Period").

**4.3 Deficiencies.** If Canada provides notice of a deficiency during the Acceptance Period, the Contractor must address the deficiency as soon as possible and notify Canada in writing once the Work is complete, at which time Canada will be entitled to re-inspect the Work before acceptance and the Acceptance Period will begin again.

**4.4 Access to Locations.** The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.

**4.5 Contractor Inspection.** The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada.

**4.6 Inspection Records.** The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.

#### **5.0 Contract Period**

**5.1 Initial Term.** This Contract begins on date of Contract award and ends April 30, 2020.

**5.2 Extended Term.**

Canada has irrevocable options to extend the term:

- a) to October 31<sup>st</sup>, 2020, for completion of Stage II, of the Statement of Work in Annex "B" (Optional Work - Stage II of the Method and Basis of Payment in Annex "C"); and
- b) by 6 months, up to March 31, 2021, under the same conditions, for completion of Stage III, of the Statement of Work in Annex A (Optional Work - Stage III of the Method and Basis of Payment in Annex C);

that it may exercise at its sole discretion. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

## **6.0 Fees**

### **6.1 Initial Work - Stage I**

For the Work described in the Statement of Work in Annex "B":

Canada will pay the Contractor the price as detailed in Annex "C", Method and Basis of Payment.

### **6.2 Optional Work - Stage II**

If the option is exercised by Canada, for the Stage II Work described in Annex "B", Statement of Work:

Canada will pay the Contractor the price as detailed in Table 2 of Annex "C", Method and Basis of Payment.

### **6.3 Optional Work Stage III**

If the option is exercised by Canada, for the Stage III Work described in the, Annex "B" Statement of Work in:

Canada will pay the Contractor the rate(s) and/or price(s) as detailed in Annex "C", Method and Basis of Payment to a ceiling price of \$ [AMOUNT TO BE INSERTED AT CONTRACT AWARD].

- a) **Optional Professional services.** Canada will pay the Contractor, in accordance with Table 4 of Annex "C", Basis and Method of Payment, the daily labour rates specified in the Contract, to a ceiling price of \$ [AMOUNT TO BE INSERTED AT CONTRACT AWARD].

## **7.0 Payments**

### **7.1 Invoices**

- a) **Invoice Submission.** The Contractor must submit invoices for each delivery in accordance with this contract. Each invoice must indicate whether it covers partial or final delivery.
- b) **Invoice Requirements.** Invoices must be submitted in the Contractor's name and contain:
  - i. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
  - ii. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - iii. Applicable Taxes must be shown as a separate line item along with corresponding registration numbers from the tax authorities and all items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices
  - iv. deduction for holdback, if applicable;
  - v. the extension of the totals, if applicable; and
  - vi. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- c) **Taxes**
  - i. **Payment of Taxes.** Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor must remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

- ii. **Withholding for Non-Residents.** Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.
- d) **Certification of Invoices.** By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.
- 7.2 Payment Period.** Canada will pay the Contractor's undisputed invoice amount within 30 CALENDAR days after receipt of invoice in acceptable form and content. In the event, an invoice is not in acceptable form and content, Canada will notify the Contractor within 15 days of receipt and the 30 day payment period will begin on receipt of a conforming invoice.
- 7.3 Interest on Late Payments.** Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive, provided Canada is responsible for the delay in paying the Contractor.
- 7.4 Right of Set-Off.** When making a payment to the Contractor, Canada may deduct any amount payable to Canada by the Contractor under this or any other current contract.
- 7.5 Electronic Payment of Invoices.** The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):
  - a) Visa Acquisition Card;
  - b) MasterCard Acquisition Card;
  - c) Direct Deposit (Domestic and International);
  - d) Electronic Data Interchange (EDI);
  - e) Wire Transfer (International Only);
  - f) Large Value Transfer System (LVTS) (Over \$25M)
- 7.6 Financial Accounts and Audit**
  - a) **Accounts and Records.** The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
  - b) **Time Records.** If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
  - c) **Retention of Records.** Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
  - d) **Government Audit.** The amount claimed under the contract is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any

money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

## **8.0 Warranty**

**8.1 Services Warranty.** The Contractor represents and warrants that (a) it is competent to perform the Work, (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, to effectively perform the Work.

**8.2 Performance Warranty.** The Contractor warrants that a period of 1 year from Canada's acceptance of the Digital Solution (the "Warranty Period"):

- a) the Digital Solution will operate on the computer system or systems on which the Digital Solution is accessed in accordance with the documentation and the specifications,
- b) the Work will be performed in a professional manner in accordance with industry standards,
- c) the documentation will be free from all defects in materials and will conform with the requirements of this Contract.

**8.3 No Infringement.** The Contractor warrants that nothing in the Digital Solution, or in Canada's use of the Digital Solution, will infringe or constitute a misappropriation of the intellectual property or other rights of a third party.

## **8.4 Remedies**

- a) **Digital Solution.** If at any time during the Warranty Period the Digital Solution fails to meet its warranty obligations, the Contractor must as soon as possible correct at its own expense any errors or defects and make any necessary changes to the Digital Solution.
- b) **Documentation.** If at any time during the Warranty Period Canada discovers a defect or non-conformance in any part of the documentation, the Contractor must as soon as possible correct at its own expense the defect or non-conformance.
- c) **Services.** If at any time during the Warranty Period Canada discovers a defect or non-conformance in any service, the Contractor must as soon as possible correct or re-perform the nonconforming service.
- d) **Media.** Canada may return non-conforming or defective media to the Contractor within the Warranty Period with written notice of the non-conformance or the defect, and the Contractor must promptly replace that media with corrected media at no additional cost to Canada.

**8.5 Canada's Right to Remedy.** If the Contractor fails to fulfill any obligation described herein within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.

**8.6 Extension of Warranty.** The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good, for the greater of: (a) the warranty period remaining, including the extension, or (b) 90 days or such other period as may be specified for that purpose by agreement between the Parties.

## **9.0 Restricted Uses**

Canada will not knowingly:

- a) license, loan, or sell the digital solution,
- b) impair or circumvent the digital solution's security mechanisms, or

- c) remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the digital solution.

## **10.0 Confidentiality**

**10.1 Definition of Confidential Information.** "Confidential Information" means all material, non-public information, written or oral, whether or not it is marked, that Canada discloses or makes available to the Contractor, directly or indirectly, through any means of communication or observation, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under this Contract.

## **10.2 Contractor's Obligations**

- a) **Confidentiality Obligation.** The Contractor will hold the Confidential Information in confidence.
- b) **Marking.** Wherever possible, the Contractor must mark or identify any Confidential Information delivered to Canada under this Contract as "Property of [CONTRACTOR'S NAME], permitted government uses defined under Public Works and Government Services (PWGSC) Contract No. [CONTRACT NUMBER]". Canada is not liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- c) **Use of Information.** The Contractor may only use the Confidential Information in accordance with the terms of this Contract and solely for providing the digital solution and Services.
- d) **Standard of Care.** The Contractor will exercise reasonable care to protect the Confidential Information from any loss or unauthorized disclosure.
- e) **Notification of Disclosure.** The Contractor must immediately notify Canada if it discovers any loss or unauthorized disclosure of Confidential Information.
- f) **Permitted Disclosure.** The Contractor may disclose Confidential Information (i) if and to the extent that Canada consents in writing to such disclosure, or (ii) to the Contractor's officers, directors, employees, affiliates, or representatives who (1) need-to-know that Confidential Information in furtherance of the Contractor providing the digital solution, (2) have been informed of the confidentiality obligations of this Contract, and (3) agree to abide and be bound by the provisions this Contract.
- g) **Return or Destruction of Confidential Information.** On the expiration or termination of this Contract, or on Canada's request, the Contractor must promptly (i) return to Canada all Confidential Information provided by Canada, (ii) destroy all copies made of Confidential Information, and (iii) if requested by Canada, deliver to Canada a certificate executed by the Contractor confirming compliance with the return or destruction obligation under this *Contractor's Obligations* section.

**10.3 Canada's Obligations.** Subject to the Access to Information Act, R.S.C., 1985, c. A-1, and to any right of Canada under this Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under this Contract that is proprietary to the Contractor or its subcontractor.

**10.4 Non-Confidential Information.** The restrictions of this Contract on use and disclosure of Confidential Information will not apply to information that, without the breach of this Contract,

- a) is already known to the receiving party,
- b) is or becomes publicly known,
- c) is or subsequently comes into the possession of the receiving party from a third party, or
- d) is independently developed by the receiving party without the use of Confidential Information.



#### **11.0 Data Use**

The Contractor may not collect, analyze, or use Canada Data for any purpose other than to deliver the Work.

#### **12.0 Data Retrieval and Destruction**

**12.1 Data Retrieval.** On Canada's request, the Contractor must deliver to Canada a full copy of the Canada Data, in a format the parties agree on in writing.

**12.2 Data Destruction.** On the expiration or termination of this Contract, or on Canada's request, the Contractor must (i) promptly destroy all Canada Data in its control, and (ii) if requested by Canada, deliver to Canada a certificate executed by the Contractor confirming compliance with the destruction obligation.

#### **13.0 Insurance**

**13.1 Insurance Requirements.** The Contractor is responsible for deciding if insurance coverage is necessary to fulfil its obligation under this 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.

#### **14.0 Intellectual Property Ownership**

**14.1 Contractor Software.** The Contractor retains all right in and to the digital solution.

**14.2 Canada Data.** Canada retains all ownership rights to any Canada Data. Canada grants the Contractor a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to use Canada Data solely in accordance with the terms of this contract.

**14.3 Software Modifications.** The Contractor retains all right in and to the Software Modifications. All Software Modifications will become part of the digital solution and will be subject to the conditions of Canada's rights to access and use the digital solution as set out under this contract.

#### **15.0 Certifications and Additional Information**

**15.1 Compliance with Certifications.** Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

**15.2 Compliance with Laws.** The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.

**15.3 Permits and Licenses.** The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

#### **16.0 Suspension and Termination**

##### **16.1 Suspension of the Work**

- a) **Right to Suspend Work.** The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not limit access to any part of the Work or digital solution without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract in accordance with the Termination terms of this Contract.

- b) **Effect of Suspension.** When an order is made to suspend the Work, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract.
  - c) **Resumption of Work.** When a suspension is canceled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.
- 16.2 Termination for Convenience.** Canada may terminate this Contract in whole or in part for any reason on notice to the other party. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice.
- 16.3 Canada's Right to Termination on Default or upon Insolvency.** The Contracting Authority may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if (a) the Contractor fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and the failure, inaccuracy, or breach continues after the injured party delivers notice to the breaching party reasonably detailing the breach, or (b) the Contractor party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.
- 16.4 Contractor Right to Terminate.** The Contractor may terminate Canada's license with respect to the digital solution by giving the Contracting Authority written notice to that effect if Canada is in breach of its license with respect to the digital solution, or fails to pay for the license in accordance with the Contract, and if that breach continues for a period of thirty (30) days after the Contracting Authority receives written notice from the Contractor giving particulars of the breach.
- 17.0 Effect of Termination**
- 17.1 No Further Payment.** If Canada terminates the Contract for default or insolvency, the Contractor will have no claim for further payment except as provided in this section.
- 17.2 Pay Outstanding Amounts.**
- a) **Eligible Costs.** If Canada terminates the Contract for convenience, Canada shall pay to the Contractor costs that have been reasonably and properly incurred by the Contractor to perform the Contract plus a fair and reasonable profit as determined by PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts for any part of the Work commenced, but not completed, prior to the date of the termination notice;
  - b) **Ineligible Costs.** The Contractor agrees that it is not entitled to: (i) any anticipated profit on any part of the Contract terminated; (ii) cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay; and (iii) damages, compensation and allowance resulting from the termination except to the extent that this section expressly provides.
- 17.3 Refund Amounts.** The Contractor must promptly refund to Canada any amounts paid in advance covering the remainder of the term of this Contract after the effective date of termination.
- 17.4 Maximum Payment.** The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.
- 17.5 Delivery of Work.** Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the



termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:

- a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
- b) the cost to the Contractor that Canada considers fair and reasonable in, in accordance with subsection *Pay Outstanding Amounts herein*, in respect of anything else delivered to and accepted by Canada.

**17.6 Title to Property.** Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.

**17.7 Termination in Error.** If the Contract is terminated for default or insolvency, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience.

**18.0 Indemnification.** The Contractor must indemnify Canada against all losses and expenses (including reasonable attorneys' fees) arising out of any proceeding (i) brought by a third party, and (ii) arising out of a claim that the Software Solution infringes the third party's Intellectual Property rights.

**19.0 Limitation on Liability**

- a) Except as expressly provided in paragraph (b), the Contractor is liable to Canada for all direct damages it causes in performing or failing to perform the Contract in relation to:
  - 1. The Contractor's acts or omissions under the Contract affecting real or tangible personal property owned, possessed or occupied by Canada;
  - 2. The Contractor's breach of confidentiality obligations under the Contract, but such limitation does not apply to the disclosure by Contractor of the trade secrets of Canada or a third party related to information technology;
  - 3. Liens or encumbrances relating to any portion of the Work under the Contract, not including claims or encumbrances relating to intellectual property rights; and
  - 4. Contractors breach of warranty obligations;
    - i. However, the Contractor is not liable to Canada for indirect, special or consequential damages caused by items 1 to 4 above.
- b) With respect to all direct damages not listed above, including direct damages related to the Contractor's breach of warranty obligations, the Contractor's maximum liability to Canada is the total estimated cost of the Contract (meaning the dollar amount shown on the first page of the Contract in the block titled "**Total Estimated Cost**"). Within this maximum, all direct damages not listed above that do not relate to breach of warranty are subject to a maximum of .25 times the Total Estimated Cost.
- c) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
- d) None of the above limitations apply to damages based on loss of life or injury or claims based on infringement of intellectual property.

## **20.0 General Provisions**

- 20.1 Entire Agreement.** This Contract is the entire agreement between the parties and supersedes all previous communications and agreements.
- 20.2 Amendment.** Amendments to this Contract must be in writing and signed by the Contracting Authority and the authorized representative of the Contractor.
- 20.3 Assignment.** The Contractor may only assign this Contract if (a) the Contracting Authority agrees to the assignment in a signed writing and (b) the Contractor remains responsible for the assignee's performance.
- 20.4 Notice.** Any notice under this Contract must be in writing and may be delivered by hand, courier, mail, facsimile or another electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in this Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada.
- 20.5 Applicable Laws.** This Contract will be interpreted and governed by the laws of Ontario.
- 20.6 Survival.** All the parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.
- 20.7 Excusable Delay**
- a) **No Liability.** The Contractor will not be liable for performance delays nor for non-performance due to causes beyond its reasonable control that could not reasonably have been foreseen or prevented by means reasonably available to the Contractor, provided the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it.
  - b) **Notification of Circumstances.** The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
  - c) **Delivery and Due Dates.** Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
  - d) **Right to Terminate.** In the event such an event prevents performance thereunder for a period in excess of 30 calendar days, then the Contracting Authority may elect to terminate this Contract with the effect of a termination for default.
- 20.8 Severability.** If any provision of this Contract is declared unenforceable by an authoritative court, the remainder of this Contract will remain in force.
- 20.9 Waiver.** The failure or neglect by a party to enforce any of rights under this Contract will not be deemed to be a waiver of that party's rights.
- 20.10 No Bribe.** The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
- 20.11 Contingency Fees.** The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required

to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

#### **20.12 International Sanctions.**

- a) Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
- b) The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- c) The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 16.2.

**20.13 Integrity Provisions - Contract.** The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at *Ineligibility and Suspension Policy*.

**20.14 Code of Conduct for Procurement - Contract.** The Contractor agrees to comply with the *Code of Conduct for Procurement* and to be bound by its terms for the period of the Contract.

**20.15 Conflict of interest and Values and Ethics Codes for the Public Service.** The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of interest Act*, 2006, c. 9, s. 2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

#### **20.16 Authorities**

##### **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Peter Lessard  
Title: Contracting Officer

Public Works and Government Services Canada  
Acquisitions Branch (STAMS)  
Les Terrasses de la Chaudière  
10 Wellington Street  
Gatineau, Quebec  
K1A 0S5

Telephone: (613) 850-7602  
E-mail address: Peter.Lessard@tpsgc-pwgsc.gc.ca

The PWGSC Contracting Authority must receive a copy of the Invoice for Canada's record and to ensure the Invoice is in accordance with the Contract prior to payment by the Client.

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.

**Client Technical Authority (information to be inserted at contract award)**

The Client Technical Authority for the Contract is:

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

The Client Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. 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.

**Client Administrative Contact (information to be inserted at contract award)**

The Client Administrative Contact is:

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

The Client Administrative Contact must receive the original Invoice. All inquiries for request for payment must be made to the Client Administrative Contact.

**Contractor's Representative (information to be inserted at contract award)**

The Contractor's Representative is:

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

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

- a) the Articles of Agreement;
- b) Annex "A", Definitions and Interpretations;
- c) Annex "B", Statement of Work;
- d) Annex "C", Method and Basis of Payment;
- e) Annex "D", Task Authorization Form;
- f) the signed Task Authorizations (including all of its annexes, if any) (if applicable);
- 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)).

This Contract has been executed by the parties.

[CONTRACTOR NAME]

By: \_\_\_\_\_

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

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

[CONTRACTING AUTHORITY]

By: \_\_\_\_\_

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

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

## **ANNEX "A"**

### **Definitions and Interpretations**

In this Contract, unless the context otherwise requires, the following terms shall have the following meanings:

**"Applicable Taxes"** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

**"Average Rate"** means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

**"Canada" or "the Government"** means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

**"Canada Data"** means (i) any data provided to the Contractor by Canada or at its direction in connection with the Contract, (ii) all content that the Contractor compiles, develops or delivers to Canada, and that Canada accepts, in accordance with this Contract, and (iii) all derivatives and cognitive insights arising from the use of Digital Solution either by Canada or the Contractor in performing the Work, and (iv) all reports generated by or arising from the use of the Digital Solution under this contract. To avoid any doubt, Canada Data does not include Software Modifications;

**"Client"** means the department or agency for which the Work is performed.

**"Contract"** means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

**"Contracting Authority"** means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

**"Contractor"** means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

**"Contract Price"** means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

**"Cost"** means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

**"Date of payment"** means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract.

**"Device"** means equipment having a physical central processor unit (CPU), mass storage and input output devices such as keyboard and monitor and includes servers, desktops, workstations, notebooks, laptops, personal digital assistants and mobile computing equipment.

**"General Conditions"** means the general conditions that form part of the Contract;

**"Licensed Programs"** means all of the computer programs, in object-code form, which must be provided by the Contractor to Canada under the Contract, and include all patches, fixes and other code that may

be delivered to Canada under the Contract, including any code provided as part of the warranty, maintenance, or support;

**"Maintenance Releases"** means all commercially available enhancements, extensions, improvements, upgrades, updates, releases, versions, renames, rewrites, cross-grades, components and back grades or other modifications to the digital solution developed or published by the Contractor or its licensor;

**"Media"** means the material or medium on which the Licensed Programs are stored for delivery to Canada, including electronic media such as magnetic disks or electronic downloads. Media does not include the digital solution stored on the Media;

An amount becomes **"overdue"** when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

**"Party"** means Canada, the Contractor, or any other signatory to the Contract and **"Parties"** means all of them;

**"Digital Solution"** means all the Licensed Programs and the Digital Solution Documentation collectively;

**"Digital Solution Documentation "** means all of the manuals, handbooks, user guides and other human-readable material to be provided by the Contractor to Canada under the Contract for use with the Licensed Programs, whether that material is to be provided in printed form or on Media;

**"Software Error"** means any software instruction or statement contained in or absent from the Licensed Programs, which, by its presence or absence, prevents the Licensed Programs from operating in accordance with the Specifications.

**"Software Modifications"** means any additions to, updates, improvements on, bug patches, new versions of, or other modifications to the digital solution, made by the Contractor during this agreement.

**"Specifications"** means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

**"User"** means an individual authorized by the Client to use the Digital Solution under the Contract and for the purposes of this contract, includes any employee, agent or contractor authorized to use the Digital Solution.

**"Work"** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

**ANNEX “B”**  
**Statement of Work**



## ANNEX "C"

### Method and Basis of Payment

#### 1.0 Core Work

##### 1.1 Stage I - Initial Work

<b>Table 1 - Firm All-Inclusive Price (applicable taxes extra) for the Stage I Work described in Annex "B", Statement of Work</b>			
<b>Item #</b>	<b>Description</b>	<b>Due Date</b>	<b>Firm All-Inclusive Price</b>
<b>1</b>	For the delivery of Stage I Work described in Annex "B", Statement of Work	March 31 <sup>st</sup> , 2020	\$ _____

#### 2.0 Optional Goods and Services

##### 2.1 Optional Stage II – Build and deliver an Open Source Automated Digital Solution

<b>Table 2 - Firm All-Inclusive Price (applicable taxes extra) for the Optional Stage II Work described in Annex "B", Statement of Work</b>			
<b>Item #</b>	<b>Description</b>	<b>Due Date</b>	<b>Firm All-Inclusive Price</b>
<b>1</b>	For the delivery of Stage II Work described in Annex "B", Statement of Work	October 31 <sup>st</sup> , 2020	\$ _____

##### 2.1.1 Optional Stage III – Expand Application of Stage I Predictive Models

<b>Table 3 - Firm All-Inclusive Price (applicable taxes extra) for the Optional Stage III Work described in Annex "B", Statement of Work</b>			
<b>Item #</b>	<b>Description</b>	<b>Due Date</b>	<b>Firm All-Inclusive Price</b>
<b>1</b>	For the delivery of Stage III Work described in Annex "B", Statement of Work	March 31 <sup>st</sup> , 2021	\$ _____

### 2.1.2 Task Authorized Optional Professional Services

<b>Table 4 - Firm all-inclusive per diem rates for each Category of Work including overhead and profit, and excluding materials and supplies, applicable taxes extra to be provided on an "as and when requested basis" as described in Statement of Work in Annex B:</b>						
Item #	Category of Work	Option Period 1 - April 1, 2020- March 31, 2021	Option Period 2 - April 1, 2021- March 31, 2022	Option Period 3 - April 1, 2022- March 31, 2023	Estimated Quantity per annum (Days) for Evaluation Purposes (F)	Total Extended Price (G)  (C+D+E) x F=G
		Firm All- Inclusive Price per user (C)	Firm All- Inclusive Price per user (D)	Firm All- Inclusive Price per user (E)		
(A)	(B)					
1	Application/ Software Architect	\$	\$	\$	5	\$
2	Programmer/ Software Developer	\$	\$	\$	15	\$
3	Tester	\$	\$	\$	2.5	\$
4	Web Developer	\$	\$	\$	15	\$
5	Web Graphics Designer	\$	\$	\$	5	\$
6	Data Conversion Specialist	\$	\$	\$	10	\$
7	Database Modeller/ Information Management Modeller	\$	\$	\$	5	\$
8	Business Analyst	\$	\$	\$	5	\$
9	Technical Writer	\$	\$	\$	5	\$
10	Project Coordinator	\$	\$	\$	15	\$
11	Project Manager	\$	\$	\$	15	\$
12	Quality Assurance Specialist/ Analyst	\$	\$	\$	2.5	\$
13	Data Scientist	\$	\$	\$	10	\$
14	Research Scientist	\$	\$	\$	10	\$
Total Evaluated Bid Price for Optional Professional Services =SUM(G1:G14)						

### **3.0 Method of Payment**

#### **3.1 Multiple Payment – For Stages I, II, III Optional Task Authorized Work**

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

**ANNEX "D"**  
**Task Authorization (TA) Form**

<b>Contractor:</b>		<b>Contract Number:</b>	
<b>Commitment: #</b>		<b>Financial Coding:</b>	
<b>Task Number</b> (Amendment):		<b>Issue Date:</b>	<b>Response Require By:</b>
<b>1. Statement of Work (Work Activities, Certifications and Deliverables)</b>			
See attached for Statement of Work and Certifications required.			
<b>2. Period of Service:</b>	<b>From</b> (Date)		<b>To (Date)</b>
<b>3. Work Location:</b>			
<b>4. Travel Requirements:</b>			
<b>5. Language Requirement:</b>			
<b>6. Other Conditions/Constraints:</b>			
<b>7. Level of Security Clearance required for the Contractor Personnel:</b>	N/A		
<b>8. Contractor's Response:</b>			
<b>Category and Name of Proposed Resource</b>	<b>PWGSC Security File Number</b>	<b>Per Diem Rate</b>	<b>Estimated # of Days</b>
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
<b>Estimated Cost</b>			
<b>Applicable Taxes</b>			
<b>Total Labour Cost</b>			
<b>Ceiling Price TA</b>			
<b>Contractor's Signature</b>			

Name, Title and Signature of Individual Authorized to sign on behalf of the <b>Contractor</b> (type or print)  _____	Signature:  _____  Date:  _____
<b>Approval – Signing Authority</b>	
<b>Signatures (Client)</b> Name, Title and Signature of Individual Authorized to sign:  Technical Authority:  _____  Date:  _____	<b>Signatures (PWGSC)</b>  Contracting Authority <sup>1</sup> :  _____  Date:  _____
<sup>1</sup> Signature required for TA valued at \$ _____ or more, Applicable Taxes included.	
You are requested 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 services listed herein and in any attached sheets at the price set out thereof.	

## Attachment 1

### Solicitation Definitions and Interpretations

In this Solicitation, unless the context otherwise requires, the following terms shall have the following meanings:

**"Bidder"** means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

**"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.

**"Joint Venture"** means an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement.

**"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.

**Attachment 2**  
**Bid Submission Form**

<b>1. BIDDER INFORMATION</b>				
<b>A. Bidder's full legal name</b>				
<i>Note to Bidders: The "Bidder" is the person or entity (or, in the case of a joint venture, the persons or entities) submitting the bid. If the Bidder is a joint venture, indicate the lead party. Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.</i>				
Name:				
<b>Bidder's mailing address</b>		Address:		
		City:		Province:
		Postal Code:		
<b>B. Bidder's Procurement Business Number (PBN)</b>				
<i>Note to Bidders: Please ensure that the PBN provided matches the legal name of the Bidder. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.</i>				
PBN:				
<b>C. Identification of Joint Venture Parties</b>				
<i>Note to Bidders: If the bid is submitted on behalf of a joint venture, please provide:</i>				
a. the name of each member of the joint venture;				
b. the PBN of each member of the joint venture;				
c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;				
d. the name of the joint venture, if applicable.				
(Indicate "N/A" if not applicable.)				
<b>Name of joint venture member</b>			<b>PBN of joint venture member</b>	
Name:		PBN:		
Name:		PBN:		
Name:		PBN:		
<b>Authorized Representative of the Bidder</b>		Name:		
		Title:		
		Tel. No:		
		Fax No:		
		Email:		
<b>Name of Joint Venture:</b>				
<b>D. Applicable Laws</b>				
<i>Note to Bidders: 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.</i>				
Applicable Laws:				
Toll-free Telephone Access:				
Toll-Free Fax Access:				
E-Mail Access:				
<b>E. Electronic Payment Instruments</b>				
<i>Note to Bidders: If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, identify below which ones are accepted.</i>				

<p>The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):</p> <p>( ) VISA Acquisition Card;</p> <p>( ) MasterCard Acquisition Card;</p> <p>( ) Direct Deposit (Domestic and International);</p> <p>( ) Electronic Data Interchange (EDI);</p> <p>( ) Wire Transfer (International Only);</p> <p>( ) Large Value Transfer System (LVTS) (Over \$25M);</p>
<p><b>2. BIDDER CERTIFICATION AND ADDITIONAL INFORMATION</b></p> <p>Bidders must provide the required certifications and additional information to be awarded a contract.</p> <p>The certifications provided by Bidders to Canada are subject to verification by Canada at all times.</p> <p>Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.</p> <p>The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.</p>
<p><b>A. Certifications Precedent to Contract Award and Additional Information</b></p> <p>The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.</p>
<p><b>a. Federal Contractors Program for Employment Equity - Bid Certification</b></p> <p>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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<a href="https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#">https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#</a>).</p> <p>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.</p>
<p><b>b. Status and Availability of Resources</b></p>



**Availability of Named Individuals.** The Bidder certifies that, if it is 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 and at the time specified in the bid solicitation. 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, Canada will consider only the following reasons as being beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause, and termination of an agreement for default.

**Non-Employees.** If the Bidder has proposed any individual who is not one of its employees, the Bidder certifies that it has that individual's permission to propose his/her services for the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon the Contracting Authority's request, provide a written confirmation, signed by the individual, of that permission and of his/her availability. Canada may declare the bid to be non-responsive if the Bidder fails to do so.

#### **c. 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, is true and accurate. The Bidder warrants that every individual that it proposes for the requirement is capable of performing the Work described in the resulting contract.

#### **d. Former Public Servant (FPS)**

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 FPS, 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.

<p>(a) <b>Former Public Servant in Receipt of a Pension</b></p>	<p><b>Yes ( ) No ( )</b></p>
---	------------------------------

As per the above definitions, is the Bidder a FPS in receipt of a pension?

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

(i) Name of former public servant		
(ii) Date of termination of employment or retirement from the Public Service		

*(Insert columns as applicable)*

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](#).

<b>(b) Work Force Adjustment Directive</b>  Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?	<b>Yes ( ) No ( )</b>	
If so, the Bidder must provide the following information:		
(i) Name of former public servant		
(ii) conditions of the lump sum payment incentive;		
(iii) date of termination of employment;		
(iv) amount of lump sum payment;		
(v) rate of pay on which lump sum payment is based;		
(vi) name of former public servant;		
(vii) period of lump sum payment including start date, end date and number of weeks;		
(viii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.		
<i>(Insert columns as applicable)</i>		
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.		
<b>Software Publisher Certification:</b>		
The Bidder certifies that it is the software publisher of all the following software products and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:		
<i>Note to Bidders:</i> To be completed where the Bidder itself is the Software Publisher. If the Bidder is not the Software Publisher for all software products, complete Appendix 1 to Attachment 2 for the products that are not OEM.	Name of Software:	
	Name of Software:	
	Name of Software:	
	Name of Software:	
	Name of Software:	

<b>Integrity Provisions – Required Documentation – List of Names</b>  <i>Note to Bidders: The Bidder must identify any changes affecting the list of names submitted with their response to the ITQ.</i>	Comments:		
<b>Acknowledgments</b>  By submitting a bid, the Bidder acknowledges that: <ul style="list-style-type: none"> <li>• The Bidder hereby offers 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;</li> <li>• This bid is valid for the period requested in the bid solicitation;</li> <li>• All the information provided in the bid is complete, true and accurate;</li> <li>• The Bidder Representative has the authority to submit this bid on behalf of the Bidder;</li> <li>• If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the solicitation; and</li> <li>• The Bidder understands that a signature may be requested later during the Public Service and Procurement Canada (PSPC) contract award process.</li> </ul>			
<b>Signature of Representative authorized to sign on behalf of the Bidder</b>		<b>Date</b>	
<b>Name and Title of Representative authorized to sign on behalf of the Bidder</b>			

**Appendix 1 to Attachment 2**  
**Software Publisher Authorization Form**

*(Note to Bidders: To be completed where the Bidder is not the Software Publisher)*

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under the contract resulting from the bid solicitation identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the bid solicitation, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

This authorization applies to the following software products:

	<i>[Bidders should add or remove lines as needed]</i>		
	Name of Software Publisher (SP)		
	Signature of authorized signatory of SP		
	Print Name of authorized signatory of SP		
	Print Title of authorized signatory of SP		
	Address for authorized signatory of SP		
	Telephone no. for authorized signatory of SP		
	Fax no. for authorized signatory of SP		
	Date signed		
	Solicitation Number		
	Name of Bidder		

**Attachment 3**  
**Financial Bid Presentation Sheet**

**1. Initial Work**

**1.1 Stage I**

<b>Table 1 - Firm All-Inclusive Price (applicable taxes extra) for the Stage I Work described in Annex "B", Statement of Work</b>			
<b>Item # (A)</b>	<b>Description (B)</b>	<b>Due Date (C)</b>	<b>Firm All-Inclusive Price (D)</b>
1	For the delivery of Stage I Work described in Annex "B", Statement of Work	March 31st, 2020	\$
<b>Total Evaluated Bid Price for Stage II Finalization of the Digital Solution =D1</b>			

**Note to Bidder: The Evaluated Bid Price for Stage I (Table 1) must not exceed \$90,000.00 (applicable taxes extra).**

**2. Optional Goods and Services**

**2.1 Stage II**

**2.1.1 Optional Work - Stage II - Build and Deliver an Open Source Automated Digital Solution**

<b>Table 2 - Firm All-Inclusive Price (applicable taxes extra) for the Optional Stage II Work described in Annex "B", Statement of Work</b>			
<b>Item # (A)</b>	<b>Description (B)</b>	<b>Due Date (C)</b>	<b>Firm All-Inclusive Price (D)</b>
1	For the delivery of Stage II Work described in Annex "B", Statement of Work	October 31st, 2020	\$
<b>Total Evaluated Bid Price for Stage II Finalization of the Digital Solution =D2</b>			

**2.1.2 Optional Work - Stage III - Expand Application of Stage I Predictive Models**

<b>Table 3 - Firm All-Inclusive Price (applicable taxes extra) for the Optional Stage III Work described in Annex "B", Statement of Work</b>			
<b>Item # (A)</b>	<b>Description (B)</b>	<b>Due Date (C)</b>	<b>Firm All-Inclusive Price (D)</b>
1	For the delivery of Stage III Work described in Annex "B", Statement of Work	March 31st, 2021	\$
<b>Total Evaluated Bid Price for Stage III Optional Work = (D3)</b>			

### 2.1.3 Task Authorized Optional Professional Services

**Table 4 - Firm all-inclusive per diem rates for each Category of Work including overhead and profit, and excluding materials and supplies, applicable taxes extra to be provided on an "as and when requested basis" as described in Statement of Work in Annex B:**

Item #	Category of Work  (B)	Option Period 1 April 1, 2020- March 31, 2021	Option Period 2 - April 1, 2021- March 31, 2022	Option Period 3 - April 1, 2022- March 31, 2023	Estimated Quantity per annum (Days) for Evaluation Purposes  (F)	Total Extended Price (G)  (C+D+E) x F=G
		Firm All- Inclusive Price per user (C)	Firm All- Inclusive Price per user (D)	Firm All- Inclusive Price per user (E)		
1	Application/ Software Architect	\$	\$	\$	5	\$
2	Programmer/ Software Developer	\$	\$	\$	15	\$
3	Tester	\$	\$	\$	2.5	\$
4	Web Developer	\$	\$	\$	15	\$
5	Web Graphics Designer	\$	\$	\$	5	\$
6	Data Conversion Specialist	\$	\$	\$	10	\$
7	Database Modeller/ Information Management Modeller	\$	\$	\$	5	\$
8	Business Analyst	\$	\$	\$	5	\$
9	Technical Writer	\$	\$	\$	5	\$
10	Project Coordinator	\$	\$	\$	15	\$
11	Project Manager	\$	\$	\$	15	\$
12	Quality Assurance Specialist/ Analyst	\$	\$	\$	2.5	\$
13	Data Scientist	\$	\$	\$	10	\$
14	Research Scientist	\$	\$	\$	10	\$
Total Evaluated Bid Price for Optional Professional Services =SUM(G1:G14)						

Note to Bidder: For any given resource category where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods, the rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first option year of the Contract.

**2.1.4 Total Evaluated Bid Price**

Table (A)	Description (B)	Total Evaluated Bid Price per Table (C)
1	Total Evaluated Bid Price for Stage I Initial Work	\$
2	Total Evaluated Bid Price for Stage II Optional Work	\$
3	Total Evaluated Bid Price for Stage III Optional Work	\$
4	Total Evaluated Bid Price for Task Authorized Optional Professional Services	\$
Total Evaluated Bid Price =SUM(C1-C4)		\$