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RETOURNER LES SOUMISSIONS À:

Réception des soumissions - TPSGC / Bid Receiving
- PWGSC

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NA

Québec

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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

TPSGC/PWGSC

601-1550, Avenue d'Estimauville

Québec

Québec

G1J 0C7

Title - Sujet Développement de prototypes rétro-i	
Solicitation No. - N° de l'invitation W7701-217332/A	Date 2021-07-12
Client Reference No. - N° de référence du client W7701-217332	
GETS Reference No. - N° de référence de SEAG PW-\$QCL-058-18193	
File No. - N° de dossier QCL-1-44009 (058)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-08-11 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Parent, Alexandra	Buyer Id - Id de l'acheteur qcl058
Telephone No. - N° de téléphone (418) 563-8334 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: BAT 53-DRDC-Defence R&D Canada-Valcartier BATISSE 53 2459 ROUTE DE LA BRAVOURE QUEBEC Québec G3J1X5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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W7701-217332

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-1-44009

Buyer ID - Id de l'acheteur
QCL-058
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include:

- Annex A - Statement of Work
- Annex B - Basis of Payment
- Annex C – Electronic payment instrument
- Annex D – Federal contractors program for employment equity - certification
- Annex E - DND 626 Task Authorization Form and any other annexes.
- Annex F - Non-disclosure Agreement
- Annex G - Contractor Disclosure of Foreground Information

The Following attachments:

- Attachment 1 - Financial bid presentation sheet
- Attachment 2 - Mandatory and Point rated technical and management criteria
- Attachment 3 - List of names for Integrity
- Attachment 4 - Former Public Servant
- Attachment 5 - TPSGC 1111

1.2 Summary

Title

Software reverse engineering prototypes development

Description

Public Works and Government Services Canada (PWGSC) on behalf of Defense Research and Development Canada (DRDC) located in Valcartier, (Quebec), is seeking bids to select a contractor able to perform various tasks, on demand, in the field of software reverse engineering.

To assist software reverse engineers with the various tasks they have to perform, the Kam1n0 [4] and JARV1S prototypes were developed. The main objective of the present contract is to further develop them using data mining and machine learning techniques, as well as develop new prototypes to support software reverse engineers in their work.

To achieve the contract objectives, Defence Research and Development Canada (DRDC) – Valcartier Research Centre (VRC) is looking for a team of researchers with a strong background in assembly code analysis, data mining, and machine learning.

Period of Contract

The period of the Contract is five (5) years from date of Contract, inclusive.

Security Requirements

No security requirements is required for the needs.

Intellectual Property

Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to the contractor.

Trade Agreements

This requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA)

Canadian Content

The requirement is limited to Canadian goods and Canadian services.

The estimated amount of available funding for this Contract is \$1 500,000.00, Applicable Taxes extra.

1.2.1 Federal Contractors Program for Employment Equity

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification

1.2.2 Epost Connect

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003 \(2020-05-28\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.1.1 SACC Manual Clauses

[A7035T \(2007-05-25\)](#), List of Proposed Subcontractors

2.2 Submission of Bids

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

2.2.1 Epost Connect

Bidders choosing to submit using epost Connect must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Note: **Bids will not be accepted if emailed directly to this email address.** This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003 \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/active\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/active), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

[Steps to follow for the Bid Submission to Bid Receiving Unit \(BRU\) using epost Connect \(https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect \)](https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect)

2.2.2 Facsimile

Facsimile number: 418-566-6168.

2.2.3 Bids transmitted by hardcopy to PWGSC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive

Definitions

For the purposes of this clause, "*former public servant*" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"*lump sum payment period*" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"*pension*" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

Yes () **No ()**

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () **No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority (alexandra.parent@tpsgc-pwgsc.gc.ca) no later than (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 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 seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Maximum Funding

The maximum funding available for the contract resulting from the bid solicitation is **\$1 500,000.00** (Applicable Taxes extra, as appropriate). This disclosure does not commit Canada to pay the maximum funding available.

2.8 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

Bids transmitted by hardcopy will not be accepted.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Section I: Technical and management Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4: *Evaluation procedures and basis of selection* contains additional instructions that bidders should consider in preparing their technical bid.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the following:

- a) The information must be provided in accordance with the **Basis of Payment, Annex "B"**.
- b) Prices must be in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

3.1.1 Exchange Rate Fluctuation

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

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical evaluation

4.1.1.1 Mandatory and Point Rated Technical Criteria

Mandatory and Point Rated Technical and Management Criteria are described at *Attachment 2 Mandatory and Point Rated Evaluation Criteria*.

Criteria not addressed will be given a score of zero.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Bidders must submit their financial bid according to **Section II: Financial Bid of Part 3** of the request for proposal.

4.1.2.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included.

For evaluation purposes only, the price of the bid will be determined as detailed in Attachment 1, *Financial bid presentation sheet*.

4.2 Basis of Selection

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

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria;
 - c. obtain the required minimum of 10 points (out of 20 points) for the “Management proposal” point-rated evaluation criteria
 - d. obtain the required minimum of 45 points (out of 75 points) for the “Personnel directly involved in the project” point-rated evaluation criteria;
 - e. obtain the required minimum of 58 points overall for all divisions of the point-rated evaluation criteria

The rating is performed on a scale of 115 points.

2. Bids not meeting a) or b) or c) or d) or e) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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

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

5.3 Additional Certifications Precedent to Contract Award

5.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the [Supply Manual](#).

5.3.1.1 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

5.3.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.3.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.3.4 Language Capability

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this requirement.

6.2 Financial Capability

SACC Manual clause [A9033T](#) (2012-07-16) Financial Capability

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work (*Will be inserted at contract award*)

The Contractor must perform the Work in accordance with the Statement of Work in Annex A and the Contractor's technical and Managerial Bid entitled _____, dated _____.

7.1.2 Task Authorization

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

7.1.2.1 Task Authorization Process

The Technical Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex « E ».

The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

7.1.2.1.1 Description of Task Authorization (TA) tasks

Canada will provide the Contractor with a description of tasks.

The description of TA tasks will include information on activities to be performed, a description of the deliverables and a schedule indicating completion dates for the major activities or submission dates for the deliverables. It will also include the applicable bases and methods of payment as specified in the Contract.

More specifically, the description of TA tasks will include the following information:

- a) the task number;
- b) a detailed Statement of Work (SOW) for the task, outlining the activities to be performed and the deliverables (such as reports) to be submitted;
- c) the required start and completion dates (if any);
- d) a schedule of milestone completion dates for major work activities, deliverables and payments;
- e) whether the work performance will require on-site activities at a given location;
- f) the work site;
- g) the level of security clearance required of the Contractor's personnel.

Where applicable, the description of TA tasks must also include the following:

- a) a description of any travel requirements including the content and format of any required travel report;
- b) the language profile required of the Contractor's personnel;
- c) categories of key resources;
- d) any other constraints that might affect task completion.

7.1.2.1.2 Contractor's TA proposal

Within **ten (10) business days** of receipt of the description of TA tasks, the Contractor must provide Canada with the proposed total estimated cost for performing the tasks and a breakdown of that cost, established in accordance with Appendix B – Basis of Payment of the resulting Contract. The Contractor must submit a quote, identifying its proposed resources and detailing the cost and time to complete the task(s).

The proposal will be valid for **at least twenty (20) business days** from the date on which the offer was received. The Contractor will not be paid for preparing or submitting the quote or for providing other information required to prepare and issue the TA. The Contractor must provide all information requested and related to preparation of the TA, within five business days of the request by Canada.

For each proposed resource, the Contractor's TA proposal must include the following, unless the proposed resource(s) was/were proposed and evaluated prior to contract award:

- A résumé for each of the proposed resources. The Contractor's proposal must demonstrate that each proposed resource meets the requirements set out in Appendix A – Statement of Work of the resource category for which it is proposed (including any educational requirements, work experience and professional designation or membership requirements. With respect to résumés and resources:

- (a) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the work.
- (b) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programs that were successfully completed by the resource by the date the Contractor submits its TA quote.
- (c) For work experience, Canada will not consider experience gained as part of an educational program, except for experience gained through a formal cooperative program at a post-secondary institution (where applicable).
- (d) For any requirements that specify a particular time period (e.g. two years) of work experience, Canada will disregard any information about experience if the individual's résumé does not include the relevant dates for the experience claimed (i.e., the start date and end date indicated in months).
- (e) The résumé must not simply indicate the title of the individual's position, but must also demonstrate that the resource has the required work experience by explaining responsibilities and work performed by the individual while in that position. Simply listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.

When directed by Canada, the Contractor must also provide a technical proposal including, if applicable, the following:

- (a) a description of the understanding of the objectives and the scope of work;
- (b) a description of the approach and methodology that will be used to perform the work;
- (c) a description of the expected deliverables;
- (d) an estimate of the expected degree of success;
- (e) proposed deviations from the requirements;
- (f) identification of the major risks and a risk mitigation plan;
- (g) a comprehensive work schedule and prioritization of activities to be performed.

7.1.2.1.3 Approval of the Task Authorization

The Contractor must not begin the work until the approved TA has been received by Canada. The Contractor acknowledges that any work performed before the TA has been received will be done at the Contractor's own risk.

The work will be approved or confirmed by Canada through a Task Authorization Form – DND 626 in Annex E.

7.1.2.2 Task Authorization Limit

The DND Procurement Authority may authorize individual task authorizations up to a limit of **125 000\$** Applicable Taxes included, inclusive of any revisions.

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

7.1.2.3 Minimum Work Guarantee

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and **"Minimum Contract Value"** means 10% of contract value.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.1.2.4 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by The Procurement and Payment group at Defence Research and Development Canada - Valcartier, represented by the DND Procurement Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.1.3 Disclosure Certification

On completion of the Work, the Contractor must submit to the Technical Authority and to the Contracting Authority a copy of the Contractor Disclosure of Foreground Information attached as Annex G stating that all applicable disclosures were submitted.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2040](#) (2020-05-28), General Conditions - Research & Development, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4002](#) (2010-08-16) Software Development or Modification Services, apply to and form part of the Contract.

7.2.3 Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex « F », and provide it to the Technical Authority before they are given access to information by or on behalf of Canada in connection with the Work.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is five (5) years from date of Contract, inclusive.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Alexandra Parent
Title: Supply specialist
Public Works and Government Services Canada
Acquisitions Branch
1550 avenue d'Estimauville, 6th floor
Québec (QC), G1J 0C7

Telephone: 418-563-8334
E-mail address: Alexandra.Parent@tpsgc-pwgsc.gc.ca

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

7.5.2 Technical Authority *(Will be inserted at contract award)*

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

7.5.3 Contractor's Representative *(Will be inserted at contract award)*

Administrative representative :

Name : _____
Telephone : _____
Facsimile : _____
E-mail : _____

Solicitation No. - N° de l'invitation
W7701-217332/A
Client Ref. No. - N° de réf. du client
W7701-217332

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-1-44009

Buyer ID - Id de l'acheteur
QCL-058
CCC No./N° CCC - FMS No./N° VME

Technical representative :

Name : _____
Telephone : _____
Facsimile : _____
E-mail : _____

7.5.4 DND Procurement Authority (*Will be completed at contract award*)

The Procurement Authority for the Contract is:

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

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

One of the following basis of payment will be part of the approved Task Authorization (TA). The price of the TA will be establish in conformity with Annex B – Basis of Payment of the contract

(i) For the Work provided under a Task Authorization subject to a Firm Price:

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid a firm price in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

(ii) For the Work provided under a Task Authorization subject to a Ceiling Price:

The Contractor will be reimbursed its costs reasonably and properly incurred in the performance of the Work, plus a profit, as determined in accordance with the Basis of Payment in Annex B, to the ceiling price specified in the approved TA. Customs duties are included and Applicable Taxes are extra.

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

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

Ceiling price: A ceiling price is the maximum amount of money that may be paid to a contractor. By establishing a ceiling price, the contractor must fulfill all of its contractual obligations relative to the work to which this basis of payment applies without additional payment whether or not the actual costs incurred exceed the ceiling price

(iii) For the Work provided under a Task Authorization subject to a Limitation of Expenditure :

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

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

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's liability to the Contractor under the authorized TA being exceeded before obtaining the written approval of the Contracting Authority.

(iv) Travel and Living Expenses:

Canada will not accept any travel and living expenses incurred by the contractor in performing the work. All work must be performed at the contractor's premises.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **1 500 000\$** . Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or

- b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of payment

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

Depending on the method of payment specified in the applicable TA, one of the following methods of payment clauses will apply.

7.7.3.1 Single Payment (For a Firm Price TA, for a TA subject to a Limitation of Expenditure or a Ceiling Price)

Canada will pay the Contractor upon completion and delivery of the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, 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.

7.7.3.2 Milestone Payments (For a Firm Price TA)

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Task Authorization and the payment provisions of the Contract, up to 90 percent of the amount claimed and approved by Canada if:
 - (a) an accurate and complete claim for milestone payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (b) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
 - (c) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

7.7.3.3 Progress Payments (For a TA subject to a Limitation of Expenditure or a Ceiling Price)

1. Canada will make progress payments in accordance with the payment provisions of the Task Authorization and the Contract, no more than once a month, for costs incurred in the performance of the Work up to 90 percent of the amount claimed and approved by Canada if:
 - a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b) the amount claimed is in accordance with the Basis of Payment and the Task Authorization;
 - c) the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Task Authorization.
 - d) all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Task Authorization and the Contract upon completion and delivery of all work required under the Task Authorization if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the right to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0305C (2014-06-26), Cost Submission

7.7.5 Electronic Payment of Invoices – Contract

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)

7.7.6 Discretionary Audit

SACC Manual Clause C0705C (2010-01-11), Discretionary Audit

7.8 Invoicing Instructions

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

Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;
 - (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - (c) the Task Authorization (TA) number;
 - (d) the description of the milestone invoiced, as applicable.
2. For TAs subject to a Limitation of Expenditure or a Ceiling Price, each invoice must be supported by :
 - (a) a list of all expenses, in accordance with the TA;
 - (b) a copy of time sheets to support the time claimed;
 - (c) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - (d) a copy of the monthly progress report.
 3. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
 4. The Contractor must prepare and certify the claim on form PWGSC-TPSGC 1111, and forward it to the Contracting Authority for certification at the following address:

QueReclamation.QueClaim@tpsgc-pwgsc.gc.ca

The Contracting Authority will then forward the claim to the Technical Authority for appropriate certification after inspection and acceptance of the Work takes place, and onward submission to the Payment Office for the remaining certification and payment.

5. The Contractor must not submit claims until all work identified in the claim is completed.

7.9 Certifications and Additional Information

7.9.1 Compliance

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.

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

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

7.9.3 SACC Manual Clauses

[A3060C](#) (2008-05-12), Canadian Content Certification

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions 2040 (2020-05-28); General Conditions - Research & Development, apply to and form part of the Contract.
- c) Annex « A », Statement of Work;
- d) Annex « B », Basis of Payment;
- e) Annex « C », Electronic payment instrument;
- f) Annex « D », Federal Contractors Program for Employment Equity – Certification;
- g) Annex « E », DND 626 form, Task Authorization;
- h) Annex « F », Non-disclosure Agreement
- i) Annex « G », Contractor Disclosure of Foreground Information
- j) the signed Task Authorizations (including all of its annexes, if any);
- k) the Contractor's bid dated _____. (**Will be inserted at contract award**)

7.12 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16), Defence Contract

7.13 Foreign Nationals - Canadian Contractor

SACC Manual clause [A2000C](#) (2006-06-16), Foreign Nationals (Canadian Contractor)

7.14 Insurance

SACC Manual clause [G1005C](#) (2016-01-28), Insurance - No Specific Requirement

7.15 Progress Reports

1. The Contractor must submit monthly reports, in electronic format, on the progress of the Work, to both the Technical Authority and the Contracting Authority.
2. The progress report must contain three parts:
 - a) Part 1: The Contractor must answer the following three questions:
 - i. Is the project on schedule?
 - ii. Is the project within budget?
 - iii. Is the project free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

- b) Part 2: A narrative report, brief, yet sufficiently detailed to enable the Technical Authority to evaluate the progress of the Work, containing as a minimum:
 - i. A description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress accomplished.
 - ii. An explanation of any variation from the work plan.
 - iii. A description of trips or conferences connected with the Contract during the period of the report.
 - iv. A description of any major equipment purchased or constructed during the period of the report.
 - c) Part 3: The "Contract Plan and Report Form", PWGSC-TPSGC 9143, (or an equivalent form acceptable to the Contracting Authority) showing the following:
 - i. Actual and forecast expenditure on a monthly basis for the period being covered. (Expenditures are to be outlined by month and by task.)
 - ii. Progress of the Work against the Contractor's original Contract Plan. The form will provide the basis for planning and estimating the cost of work, and reporting actual progress and cost against the plan during contract performance.

7.16 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

7.17 Canadian Forces Site Regulations

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

7.18 Identification Badge

Manual clause [A9065C](#) (2006-06-16), Identification Badge

ANNEX "A" STATEMENT OF WORK

1. TITLE

SOFTWARE REVERSE ENGINEERING PROTOTYPES DEVELOPMENT

2. BACKGROUND

Software reverse engineering is formally defined as "the process of analyzing a subject system to identify the system's components and their interrelationships and to create representations of the system in another form or at a higher level of abstraction" [1]. It boils down to take an existing program for which its source code or documentation is not available and attempt to recover details regarding its design and implementation [2].

Software reverse engineering is a time-consuming process, which consists in translating a program's executable binary into assembly code and then manually analyzing the resulting assembly code. Most of the steps involve translating assembly code into a series of abstractions that represent the overall flow of a program to determine its functionality. The learning curve to master reverse engineering is quite steep, as it requires knowledge from several disparate domains, such as computer architecture, systems programming, operating systems, and compilers [3]. Once mastered, the process is hindered when a program is obfuscated by anti-reverse engineering techniques or actively tries to avoid detection.

To assist software reverse engineers with the various tasks they have to perform, the Kam1n0 [4] and JARVIS prototypes were developed. The main objective of the present contract is to further develop them using data mining and machine learning techniques, as well as develop new prototypes to support software reverse engineers in their work. To achieve the contract objectives, Defence Research and Development Canada (DRDC) – Valcartier Research Centre (VRC) is looking for a team of researchers with a strong background in assembly code analysis, data mining, and machine learning. In the team, there will be one or more Team Leaders who will be responsible for sharing and coordinating the work between the researchers under him/her, as well as acting as an intermediary between them and the Technical Authority of the contract.

[1] E.J. Chikofsky and J.H. Cross, "Reverse Engineering and Design Recovery: A Taxonomy," *IEEE Software*, vol. 7, no. 1, Jan. 1990, pp. 13-17.

[2] E. Eilam, *Reversing: Secrets of Reverse Engineering*, Wiley Publishing, 2005.

[3] B. Dang, et al., *Practical Reverse Engineering: x86, x64, ARM, Windows Kernel, Reversing Tools, and Obfuscation*, Wiley Publishing, 2014.

[4] McGill University, "GitHub - McGill-DmaS/Kam1n0-Community: The Kam1n0 Assembly Analysis Platform," Accessed Jul. 2020.

3. ACRONYMS

DRDC Defence Research and Development Canada
IP Intellectual Property
TA Task Authorization
VRC Valcartier Research Centre

4. APPLICABLE DOCUMENTS & REFERENCES

None.

5. TASKS

The following tasks are to be performed on an "as-and-when-requested basis" using a Task Authorization (TA).

5.1. Design and Prototyping of Assembly Code Analysis Techniques

This task consists in developing new data mining and/or machine learning techniques to address limitations regarding assembly code analysis in the Kam1n0, JARV1S, or in any other Defence DRDC prototype. The Technical Authority will provide the DRDC prototype and the limitations to address. As part of this task, the Contractor must:

- 5.1.1. Design new data mining or machine learning techniques to address the limitations.
- 5.1.2. Implement the new techniques into the prototype.
- 5.1.3. Build a sample set (Task 5.2).
- 5.1.4. Test the scalability and performance of the new techniques using every executable contained in the sample set. For the performance, information retrieval metrics, including, but not limited to precision and recall, must be used.
- 5.1.5. Correct the bugs and limitations identified during testing.
- 5.1.6. Repeat 5.1.4 to 5.1.6, based on the test results, within the allocated time.

5.2. Sample Set Building

This task will be executed in all the tasks involving software development (i.e., 5.1, 5.3, 5.5, 5.6, 5.7, 5.9, and 5.10). The objective is to build a set of executable files to test the software that was developed to identify the bugs and limitations. The Technical Authority will provide the characteristics that the sample set must satisfy and its size. . As part of this task, the Contractor must build a set of executable files satisfying these requirements.

5.3. Prototype Maintenance

This task consists in fixing bugs identified by end users in Kam1n0, JARV1S, or in any other DRDC prototype. The Technical Authority will provide the DRDC prototype and the list of bugs to fix. . As part of this task, the Contractor must:

- 5.3.1. Fix the bugs in the prototype.
- 5.3.2. Build a sample set (Task 5.2).
- 5.3.3. Test the prototype using every executable contained in the sample set.
- 5.3.4. Compare the expected with the test results.
- 5.3.5. Correct the bugs and limitations identified during testing.
- 5.3.6. Repeat 5.3.3 to 5.3.6, based on the test results, within the allocated time.

5.4. Prototype documentation

This task consists in documenting Kam1n0, JARV1S, or any other DRDC prototype. The type of documentation to produce could be, for example, the design of a DRDC prototype or a user guide on how it works. The Technical Authority will provide the DRDC prototype and the type of documentation to be produced by the contractor by.

5.5. Functionalities development

This task consists in developing new functionalities for Kam1n0, JARV1S, or any other DRDC prototype. The Technical Authority will provide the new functionalities to develop and the DRDC prototype in which to implement them. As part of this task, the Contractor must:

- 5.5.1. Design the functionalities.
- 5.5.2. Implement the design of the functionalities in the prototype.
- 5.5.3. Build a sample set (Task 5.2).
- 5.5.4. Test the scalability and performance of the new functionalities using every executable contained in the sample set. For the performance, information retrieval metrics, including, but not limited to precision and recall, must be used.
- 5.5.5. Correct the bugs and limitations identified during testing.

5.5.6. Repeat 5.5.4 to 5.5.6, based on the test results, within the allocated time.

5.6. Prototype development

This task consists in developing a new prototype that is different from Kam1n0, JARV1S, or any other DRDC prototypes. The Technical Authority will provide the functionalities of the prototype, the programming language in which to implement them, and the technologies to use. As part of this task, the Contractor must:

- 5.6.1. Design the prototype.
- 5.6.2. Implement the design of the prototype.
- 5.6.3. Build a sample set (Task 5.2).
- 5.6.4. Test the scalability and performance of the prototype using every executable contained in the sample set. For the performance, information retrieval metrics, including, but not limited to precision and recall, must be used.
- 5.6.5. Correct the bugs and limitations identified during testing.
- 5.6.6. Repeat 5.6.4 to 5.6.6, based on the test results, within the allocated time.

5.7. Plug-In Development

This task consists in implementing a plug-in for the IDA Pro and/or Ghidra disassemblers. The Technical Authority will provide the plug-in functionalities and the disassembler(s) in which to implement them. As part of this task, the Contractor must:

- 5.7.1. Design the plug-in for the disassembler(s).
- 5.7.2. Implement the design of the plug-in for the disassembler(s).
- 5.7.3. Build a sample set (Task 5.2).
- 5.7.4. Test the plug-in and its scalability for the disassembler(s) using every executable contained in the sample set.
- 5.7.5. Correct the bugs and limitations identified during testing.
- 5.7.6. Repeat 5.7.4 to 5.7.6, based on the test results, within the allocated time.

5.8. Case study

This task consists in evaluating how well Kam1n0, JARV1S, or any other DRDC prototype performs in analyzing a particular set of executable files. The objective is also to fix bugs and address limitations in the DRDC prototype that will be revealed by the analysis. The Technical Authority will provide the files to analyze and the prototype to use. As part of this task, the Contractor must:

- 5.8.1. Analyze the set of executable files with the prototype.
- 5.8.2. Compare the expected with the obtained results.
- 5.8.3. Identify the bugs and limitations of the prototype, for the cases where the obtained results diverge from the expected ones.
- 5.8.4. Correct the identified bugs and limitations.
- 5.8.5. Repeat 5.8.1 to 5.8.5, based on the case study results, within the allocated time.

5.9. External Tool Evaluation

This task consists in evaluating a tool which is publicly available to see how it compares against Kam1n0, JARV1S, or any other DRDC prototype in terms of performance. The objective is also to assess if it provides functionalities that could be implemented in the DRDC prototype. The Technical Authority will provide the tool to evaluate and the prototype to use for the comparison. As part of this task, the Contractor must:

- 5.9.1. Build a sample set (Task 5.2).
- 5.9.2. Test each functionality of the tool using every executable contained in the sample set.
- 5.9.3. Measure the scalability and performance of the tool. For the latter, information retrieval metrics, including, but not limited to precision and recall, must be used.
- 5.9.4. Write a report on the obtained results and on the functionalities of the tool that could be implemented in the DRDC prototype.

5.10. External Tool Integration

This task consists in integrating a tool whose code is open source into Kam1n0, JARV1S, or any other DRDC prototype. The Technical Authority will provide the tool to integrate and the prototype in which to integrate it. As part of this task, the Contractor must:

- 5.10.1. Design a new component for the tool to integrate.
- 5.10.2. Implement the design of the component.
- 5.10.3. Integrate the component into the prototype.
- 5.10.4. Build a sample set (Task 5.2).
- 5.10.5. Test the component and its scalability using every executable contained in the sample set.
- 5.10.6. Correct the bugs and limitations identified during testing.
- 5.10.7. Repeat 5.10.5 to 5.10.7, based on the test results, within the allocated time.

5.11. Research Findings Validation

This task consists in reproducing the results of one or more research papers published in the scientific literature. The Technical Authority will provide the papers. As part of this task, the Contractor must:

- 5.11.1. Read and analyze the papers.
- 5.11.2. Reproduce the experiment setup used in each of the papers.
- 5.11.3. Use the same methodology described in each of the papers to generate the results.
- 5.11.4. Compare the obtained with the originally published results.
- 5.11.5. Write a report on the reproducibility of the original research results and on the applicability of using the published research work for the software reverse engineering needs of DRDC.

5.12. Literature Review

This task consists in conducting a literature review on a topic to be determined by the Technical Authority. As part of it, the Contractor must:

- 5.12.1. Collect research papers published in the scientific literature on the topic, as determined by the Technical Authority.
- 5.12.2. Read, analyze, categorize, and summarize each paper.
- 5.12.3. Evaluate the significance of the approach and the obtained results for each paper.
- 5.12.4. Write a report categorizing, summarizing, and evaluating each reviewed paper.

Estimated percentage of task utilization

Task	Estimated percentage of use
5.1	15%
5.2	10%
5.3	10%
5.4	5%
5.5	15%
5.6	10%
5.7	10%
5.8	5%
5.9	5%
5.10	5%
5.11	5%
5.12	5%

6. Deliverables

Each TA will contain a detailed description of the deliverables required.

7. DATE OF DELIVERY

Each TA will contain the due date for each deliverable.

8. Language of Work

French or English.

9. Location of Work

The work must be performed at the contractor's site.

10. Travel

The contractor is not required to travel.

11. MEETINGS

At the beginning and end of each TA, a conference call will be held. Also, to ensure that the project is on schedule, within budget, and free of any areas of concern in which the assistance or guidance of the Technical Authority is required, conference calls will be held, at the discretion of the Technical Authority.

12. GOVERNMENT SUPPLIED MATERIAL (GSM)

If required, a complete list of GSM will be specified in the statement of work of each individual TA.

13. GOVERNMENT FURNISHED EQUIPMENT (GFE)

If required, a complete list of GFE will be specified in the statement of work of each individual TA.

ANNEX "B" BASIS OF PAYMENT

1. **LABOUR** : all labour rates are firm all-inclusive rates (including profit and overhead, applicable taxes extra)

If the resource works for a subcontractor, bidders must also provide the name of the subcontractor.
A minimum of one resource is required for each of the two labour categories. There is no maximum.

Labour Category	Firm Hourly Rate				
	From the date of the contract to	Year 2	Year 3	Year 4	Year 5
Team leader Name :	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr
Name :	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr
Programmer Name :	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr
Name :	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr
Name :	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr	_____ \$/hr

2. **TRAVEL AND LIVING EXPENSES :**

Canada will not accept any travel and living expenses incurred by the contractor in performing the work.
All work must be performed at the contractor's premises.

3. **MATERIAL** : at laid cost* without markup.

***Laid-down cost means:** The cost incurred by a supplier to acquire a specific product or service for resale to the government. This includes the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes the Goods and Services Tax and the Harmonized Sales Tax. (2010-01-11) (laid-down cost)

Total bid price for evaluation purposes will be calculated in accordance with Attachment 1 – Financial Evaluation Sheet

Estimated Cost to a Limitation of Expenditure: \$1 500 000.00

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File No. - N° du dossier
QCL-1-44009

Buyer ID - Id de l'acheteur
QCL-058
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ANNEX “C” to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "D" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR
- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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

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ANNEX "E" DND 626 TASK AUTHORIZATION FORM

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ANNEX "F" - NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No W7701-217332/001/QCL between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No: W7701-217332/001/QCL.

Signature

Date

ANNEX "G" - CONTRACTOR DISCLOSURE OF FOREGROUND INFORMATION

Please refer to **Article 1 - Interpretation of 2040 General Conditions** for the definition of Foreground Information to determine what information must be disclosed.

The Contractor must provide the following information:

1. Contract No.:
2. What is the descriptive title of the FIP (Foreground Intellectual Property)?
3. Abbreviated description of the FIP and, if applicable, of the different systems and sub-systems.
4. What is or was the objective of the project?
5. Explain how the FIP meets the objective of the project (for example: the advantage of the new solution, what problem did the FIP resolve or what benefits did the FIP deliver).
6. Under which category (ies) would you best describe the FIP and why: Patents, Inventions, Trade Secrets, Copyright, Industrial Designs, Rights in Integrated Circuit Topography, Know-how, Other?
7. Describe the features or aspects of the FIP that are novel, useful and not obvious.
8. Has the FIP been tested or demonstrated? If yes, please summarise the results.
9. Has any publication or disclosure to others been made? If so, to whom, when, where and how?
10. Provide names and addresses of the inventors.
11. Provide an explicit and detailed description of the FIP developed during the contract (Refer to pertinent section of the technical report, if necessary).

Please specify name and position of person approving / authorizing this disclosure. This person is to sign and date the disclosure.

Signature Date

Name Title

(Internal DRDC Valcartier)

Signature Date

Name Title (Technical authority)

ATTACHEMENT 1 – FINANCIAL EVALUATION SHEET

For evaluation purposes only, the price of the bid will be determined as follows:

1 – Financial bid

Bidders must submit their financial bid in accordance with section **3.1 Section II: Financial Bid, of the Part 3 – Bid preparation instructions**

2 - Calculation of bid price

The bid price will be calculated as follows:

Bid price = Cost of labour

The Total Bid Price will be calculated as set out in section 3 below

The Bid Price will be evaluated on the basis of the following estimated level of effort:

Team Leader (TL)	25%
Programmer	75%

3 - Cost of labour:

To establish labour costs, the effort available in terms of hours (see last column in Table 4.1, below) must be determined. The effort available for each resource category will be calculated as follows:

$$\text{Effort available} = \frac{[\text{Total anticipated available funding}] \times [\text{Approximate percentage use}]}{[\text{Average hourly rate for the resource category}^*]}$$

For each bid, the cost of labour for each category is calculated by multiplying the effort available by the average hourly rate proposed.

* If a proposed resource for a given category does not obtain the required minimum technical score for any of the criteria, this resource will not be considered for the Contract and will be excluded from the calculation of the average cost of labour for the resource's category.

Lastly, the cost of labour is calculated by adding the labour costs per category for a given bid.

For example:

- Anticipated funding for the work = \$1 500,000.00
- Percentage of use for TL = 25%
- If the average hourly rate for bid A = \$90, that for bid B = \$75 and that for bid C = \$80, then the average hourly rate for the resource category = \$81.66.

Therefore,

- Effort available $\$1\,500,000.00 \times 0.25 / \$81.66 = 4592,21$ hours

and

- Labour costs for TL, bid a
 $=4592,21 \text{ hours} \times \$90 = \$413\,298,90$
- Labour costs for TL, bid b
 $=4592,21 \text{ hours} \times \$75 = \$344\,415,75$
- Labour costs for TL, bid c
 $=4592,21 \text{ hours} \times \$80 = \$367\,376,80$

4 - Sample calculations for the price of the three bids

4.1 SUBMISSION EVALUATION TABLE

Resource categories	% of use	Rate A	Price for A	Rate B	Price for B	Rate C	Price for C	Qty
Team Leader (TL)	25%	\$90.00	\$413, 298,90	\$75.00	\$344 415,75	\$80.00	\$367 376,80	4592,21hrs
Programmer	75%	\$85.00	\$1 171 013,55	\$80.00	\$1 102 130,40	\$90.00	\$1 239 896,70	13 776,63hrs
TOTAL :		\$1 584 312,45		\$1 446 546,15		\$1 607 273,50		

The “percentages of use” listed in the table are provided solely for the purpose of determining estimated price for each bid. They represent approximate needs, provided in good faith, and should not be considered as a contractual guarantee.

These rates are provided as an example only and must not be interpreted as an indicator of the experience of the labour categories.

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ATTACHMENT 2 – EVALUATION CRITERIA

Software Reverse Engineering Prototypes Development
Evaluation Criteria for Proposals

1. Mandatory Technical Criteria

At bid closing time, the Bidder must comply with the following mandatory technical criteria and provide the necessary documentation to support compliance. Any bid that fails to meet the following mandatory technical criteria will be declared non-responsive. Each criterion must be addressed separately.

- a) The bidder must propose the minimum number of resources indicated below for each of the following categories (the same individual can be proposed for more than one resource category):
 - 1. Category "Team leader" (minimum 1 resource)
 - 2. Category "Programmer" (minimum 1 resource)

2. Point Rated Technical Criteria

To be considered compliant, a proposal must obtain the minimum rating in each of the group of criteria and a minimum overall rating of 58 points.

The criteria groups are:

- A. Technical Proposal**
- B. Managerial Proposal**
- C. Personnel Directly Involved in the Project**
- D. Corporate Capacity**

The maximum result of the rated requirements is 105 points.

Evaluation Criterion		Maximum	Minimum
A. Technical Proposal		10	
1. Understanding of the Scope and Objectives		10	
The Bidder should demonstrate in its own words and in a clear manner that it has understood the context, scope, and objectives of the statement of work. The demonstrated understanding of the context, scope and objectives should be total and not limited to the description contained in the statement of work.	The Generic Evaluation Table (Table 1) will be used to evaluate this criterion. Refer to it for the definition of Exceptional, Average, Acceptable, Weak, and Very Weak. 10 – Exceptional 8 – Average 6 – Acceptable 4 – Weak 0 – Very weak		

Evaluation Criterion		Maximum	Minimum
B. Managerial Proposal		20	10
1. Adequacy of the Project Management Process		10	
The Bidder should describe the project management process. The Bidder should demonstrate that the latter is flexible enough to manage risks and issues using a formal procedure and that it includes the production of meeting minutes to record participants and decisions.	The Generic Evaluation Table (Table 1) will be used to evaluate this criterion. Refer to it for the definition of Exceptional, Average, Acceptable, Weak, and Very Weak. 10 – Exceptional 8 – Average 6 – Acceptable 4 – Weak 0 – Very Weak		
2. Adequacy of the Proposed Project Structure and Organization		10	
The Bidder should describe the role and associated responsibilities of each resource. The Bidder should demonstrate that the assignment of resources to roles and activities meet the objectives described in the statement of work.	The Generic Evaluation Table (Table 1) will be used to evaluate this criterion. Refer to it for the definition of Exceptional, Average, Acceptable, Weak, and Very Weak. 10 – Exceptional 8 – Average 6 – Acceptable 4 – Weak 0 – Very Weak		

Evaluation Criterion	Maximum	Minimum
C. Personnel Directly Involved in the Project Notes: <ul style="list-style-type: none"> The Bidder should provide the names and résumés of the proposed resources. The same person can be proposed for more than one resource category. Each individual will be evaluated separately and the total score for the criterion will be the average. The minimum score indicated must be achieved by the team average and not by each of the proposed resources. The months of experience are defined by the number of months that the proposed resource has worked on projects relevant with the rated items. The bidder should provide sufficient information to enable a complete evaluation of each experience for each resource. If the information provided is insufficient to confirm the relevance of the requested experience, no points will be awarded to the bidder for that experience. The minimum information required in order to evaluate the relevant experience is: <ul style="list-style-type: none"> Title of the project; Client name, including the name and telephone number of a client contact person who can confirm the information; Start and end dates; Brief description; Relevant involvement and responsibility of the proposed resources within the project; Number of months that the proposed resources worked on the project. 	75	45
1. Team Leader (TL) Experience in Leading and Managing R&D Teams and R&D Contracts 10 – Excellent The TL has both led a software R&D team and has been the principal investigator or team leader for at least two R&D contracts in the last five years. 8 – Good The TL has both led a software R&D team and has been the principal investigator for one R&D contract in the last five years. 5 – Limited The TL has led a software R&D team but has not been the principal investigator of a R&D contract in the last five years. 0 – Inadequate The TL has not led a software R&D team and has not been the principal investigator of a R&D contract in the last five years.	10	
2. TL Academic Training in Data Mining or Machine Learning 10 – Excellent The TL has a Ph.D. with a specialization in data mining or machine learning. 6 – Adequate The TL has a master's degree with a specialization in data mining or machine learning. 0 – Inadequate The TL does not have a Ph.D. or a master's degree with a specialization in data mining or machine learning.	10	

3. TL Publications on Data Mining or Machine Learning		10
10 – Excellent	The TL has authored or co-authored at least five articles on data mining or machine learning in conferences or scientific journals in the last five years.	
6 – Adequate	The TL has authored or co-authored at least two articles on data mining or machine learning in conferences or scientific journals in the last five years.	
4 – Limited	The TL has authored or co-authored at least one report on data mining or machine learning within his/her organization in the last five years.	
0 – Inadequate	The TL has not authored or co-authored an article or report on data mining or machine learning in the last five years.	
4. TL Experience in Prototype Development		10
10 – Excellent	The TL has led the development of at least one data mining, machine learning, and assembly code analysis prototype.	
5 – Adequate	The TL has led the development of at least one data mining, machine learning, or assembly code analysis prototype.	
0 – Inadequate	The TL has not led the development of a data mining, machine learning, or assembly code analysis prototype.	
5. Programmer's Experience in C/C++		10
10 – Excellent	The team member has 24 months or more of experience in C/C++ programming.	
6 – Adequate	The team member has between 12 and 23 months of experience in C/C++ programming.	
4 – Limited	The team member has between six and 11 months of experience in C/C++ programming.	
0 – Inadequate	The team member has less than six months of experience in C/C++ programming.	
6. Programmer's Experience in Java		10
10 – Excellent	The team member has 24 months or more of experience in Java programming.	
6 – Adequate	The team member has between 12 and 23 months of experience in Java programming.	
4 – Limited	The team member has between six months and 11 months of experience in Java programming.	
0 – Inadequate	The team member has less than six months of experience in Java programming.	
7. Programmer's Experience in Python		10
10 – Excellent	The team member has 24 months or more of experience in Python programming.	
6 – Adequate	The team member has between 12 and 23 months of experience in Python programming.	
4 – Limited	The team member has between six and 11 months of experience in Python programming.	
0 – Inadequate	The team member has less than six months of experience in Python programming.	
8. Programmer's Experience in IDA Pro plug-ins Development		5
5 – Excellent	The team member has six months or more of experience developing IDA Pro plug-ins.	
3 – Adequate	The team member has between three and five months of experience developing IDA Pro plug-ins.	
0 – Inadequate	The team member has less than three months of experience developing IDA Pro plug-ins.	

Evaluation Criterion	Maximum	Minimum
D. Corporate Capacity Note: The Bidder should describe each contract as follows: <ul style="list-style-type: none"> • Title; • Client name, including the name and telephone number of a client contact person who can confirm the information; • Start and end dates; • Brief description; • Relevant involvement and responsibility of the Bidder within the project. 	10	
1. Bidder's Accomplishments	10	
10 – Excellent The Bidder has successfully completed at least two software R&D contracts in data mining or machine learning of at least \$100,000, with respect to the deliverables specified in the contracts, within the available budget and schedule, in the last five years. 5 – Adequate The Bidder has successfully completed one software R&D contract in data mining or machine learning of at least \$100,000, with respect to the deliverables specified in the contract, within the available budget and schedule, in the last five years. 0 – Inadequate The Bidder has not completed a software R&D contract in data mining or machine learning of at least \$100,000 with respect to the deliverables specified in the contracts, within the available budget and schedule, in the last five years.		
Total	115	58

Table 1: Generic Evaluation Table

Very Weak 0 Point	Weak 4 Points	Acceptable 6 Points	Average 8 Points	Exceptional 10 Points
In general, does not meet the requirements.	Lack of details.	Barely meets the requirements.	Meets the requirements.	Significantly exceeds the requirements.
In general, shows weaknesses that can unlikely be corrected.	Shows minor weaknesses that can be corrected.	Shows weaknesses that can easily be corrected.	No significant weakness.	No weaknesses.
Extremely weak, impossible to meet the performance requirements.	Weak ability to meet the performance requirements.	Minimum acceptable ability, must meet the minimum performance requirements.	Average ability, results must be capable of delivering effective results.	Exceptional ability, must ensure delivery of extremely effective results.

ATTACHEMENT 3 - LIST OF NAME FOR INTEGRITY

List of names for integrity verification form

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Supplier information

Supplier's legal name:
Organizational structure: <input type="checkbox"/> Corporate entity <input type="checkbox"/> Privately owned corporation <input type="checkbox"/> Sole proprietor
Supplier's address:
Supplier's procurement business number (optional):
Solicitation or transaction number:
Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mm-dd):

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Client Ref. No. - N° de réf. du client
W7701-217332

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-1-44009

Buyer ID - Id de l'acheteur
QCL-058
CCC No./N° CCC - FMS No./N° VME

List of names

Name	Title

Declaration

I, (name)_____, (position)_____, of (supplier's name)_____ declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature

Please include with your bid or offer.

ATTACHMENT 4 – FORMER PUBLIC SERVANTS

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.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
2. an individual who has incorporated;
3. a partnership made of former public servants; or
4. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

Yes () No ()

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

- a. name of former public servant;
2. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of

the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
2. conditions of the lump sum payment incentive;
3. date of termination of employment;
4. amount of lump sum payment;
5. rate of pay on which lump sum payment is based;
6. period of lump sum payment including start date, end date and number of weeks;
7. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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ATTACHMENT 5 – PWGSC 1111

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