



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

**Defence Research and Development Canada
(DRDC) Canadian Safety and Security Program
(CSSP) Call for Proposals (CFP) 2024
W7714-248656**

PART 1 – GENERAL INFORMATION

1.1 Summary

Public Services and Procurement Canada (PSPC) is issuing a Call for Proposals (CFP) on behalf of Defence Research and Development Canada (DRDC). DRDC is the science and technology (S&T) organization in Canada's Department of National Defence (DND) that provides DND, the Canadian Armed Forces (CAF) and other government departments, as well as the broader public safety and security communities, the knowledge and technological advantage needed to defend and protect Canada's interests at home and abroad.

Program

The Canadian Safety and Security Program (CSSP) ([Canadian Safety and Security Program - Science.gc.ca](https://www.science.gc.ca)) is a federally-funded program that supports federal, provincial, territorial, and municipal governments in the development of S&T advancements that contribute to the safety and security of Canadians. CSSP projects strengthen Canada's ability to anticipate, prevent, mitigate, prepare for, respond to, and recover from the full spectrum of public safety and security threats and hazards through the convergence of S&T with policy, operations, and intelligence.

The CSSP provides government departments/entities the opportunity to work directly with industry, academia, and/or not-for-profit organizations to address their safety and security requirements through innovative S&T solutions. CSSP projects are driven by the timely needs of a Lead Government Organization (LGO) that owns or co-owns the gap or problem that the project aims to address and which will be the end user or co-end user of the developed solution (a new capability, new knowledge, new technology, etc.). Typically, CSSP projects address issues of common concern, needs that fall between departmental and/or institutional mandates, or problems that fall within areas of shared responsibility between the federal, provincial, territorial, and municipal, levels of government.

Building Robust Safety and Security Capabilities Through S&T

The CSSP is organized into six Lines of Effort:

- 1) Border Security and Domain Awareness
- 2) CBRNE (Chemical, Biological, Radiological, Nuclear, and Explosives) Security
- 3) Critical Infrastructure Resilience
- 4) First Responders
- 5) National Security and Intelligence
- 6) Emergency Preparedness and Community Resilience

The intent of the 2024 CSSP Call for Proposals (CFP) is to leverage the innovative application of science and technology to support the development of solutions in all of these areas.

The 2024 CSSP CFP S&T Challenges can be found in Annex A of this document.

Project Types

This CFP has four desired project types. Each project type has a unique purpose, format, and outcome. Bidders are encouraged to structure their proposed solution in one of the following project types (as per the challenge):

1) Research and Development Projects

Research and development projects involve applied research in scientific or technological fields that generates a novel, innovative solution. This is for increasing knowledge in science; applying increased scientific knowledge; or exploiting the potential of scientific discoveries and improvements in technology to advance the state of art to design, develop and test new products or services. Proposal solutions against this project type would be:

- A new or Novel solution;
- A solution that falls between Technology Readiness Levels 1 to 9 and not yet commercialised; and
- A solution that could generate Intellectual property (IP).

2) Technology Demonstration Projects

Technology demonstrations are projects that advance the late stages of a R&D technology, application, or service by embedding S&T in a sandbox environment. These projects foster collaboration between operational and S&T communities. They integrate basic technological elements that can be tested in a simulated realistic environment. Technology demonstrations test the applicability of a solution to identify potential gaps needed to be addressed before the solution is commercialised, ready for implementation or transitioned into an operational environment as additional development may be required. Proposal solutions against this project type would be:

- A new or Novel solution currently under development;
- A solution that falls between Technology Readiness Levels 7 to 9 and not yet commercialised;
- A solution where the ability to buy the prototype exists; and
- A solution that could generate IP.

3) Studies and Analysis Projects

Studies and Analysis projects are evidence-based examinations or analyses that address known security, or safety issues, define problems or propose options that require investigation (knowledge gap). Studies can provide operational research tools and methods, including risk, capability and foresight analysis or road-mapping to define operational needs and/or aid in prioritizing investment decisions. Studies can vary considerably in scale and complexity. Studies analyze key issues with rigour, but the scope of the analysis is managed so as to be both feasible and attainable with limited timeframes and resources (including funding). Examples include conducting scoping studies, exploring utility of ideas in adjacent fields, or developing emergency response scenarios that help define needs. Proposal solutions against this project type would:

- Seek to gather information on existing solutions;
- Not require the development of IP;
- Have as a final deliverable a final report with distribution rights to Canada; and
- Support Canada in conducting and advancing its own Research.

4) Technology Pilot / Feasibility Study Projects

Technology pilots, which are sometimes referred to as feasibility studies or experimental trials, are projects that involve the implementation of a known solution on a small-scale to evaluate its full impact, strengths, and weaknesses. This project type allows for the collection of information to adequately learn how the solution might work in practice. Proposal solutions against this project type would:

- Have a pilot of the proposed technology tested in the bidder's sandbox environment;
- Assess if the proposed solution works at addressing the challenge;
- Canada does not pay for any of the products proposed nor will it acquire them via this process as the final delivery is a detailed Feasibility report; and
- No IP is generated from this Pilot

1.2 Canadabuys.Canada.gc.ca/SAP Ariba

This bid solicitation requires bidders to use the Electronic Procurement Solution("Canadabuys.Canada.gc.ca/SAP Ariba") to transmit their bid electronically. Bidders must refer to Part 2: Bidder Instructions and Part 3: Proposal Preparation and Submission Instructions, of the bid solicitation, for further information.

1.3 Terminology

This table outlines the terminology employed throughout the CFP and is incorporated by reference into and forms part of this solicitation and any resulting contract award. Bidders should visit the CSSP website (Canadian Safety and Security Program - Science.gc.ca) for specific information on the CSSP program.

Acronyms and Definitions

CFP – Call for Proposals

CAF – Canadian Armed Forces

DND – Department of National Defence

DRDC – Defence Research and Development Canada

CSSP – Canadian Safety and Security Program

FY – Fiscal year

IP – Intellectual Property

MC – Mandatory Criteria

PRC – Point-rated Criteria

PSPC – Public Services and Procurement Canada

R&D – Research and Development

R&D projects: The projects type that fall under R&D are the Research and Development Projects and the Technology Demonstrations Projects

PSC – Proposal Selection Committee

TRL – Technology Readiness Level

S&A – Studies and Analyses

S&T – Science and technology

S/T – Scientific or technical

LGO – Lead Government Organization

PSC – Proposal Selection Committee

DOI - Distribution of Investment

MOA – Memorandum of Agreement

MOU – Memorandum of Understanding

Project Charter - The Project Charter is an DRDC document that is between DRDC, the primary project partners (LGO, and/or Bidder, and/or contactor, and/or other government department), and the secondary project partners that is non-binding, provides an overview of each project, and is mainly used for fiscal year management. Any changes to the project that impacts the funding will require a project charter amendment.

1.4 CSSP CFP Contracting Phases

1.4.1 This CFP involves a 3-stage process:

Stage 1: Proposal submission, evaluation, and establishment of pool of pre-qualified proposals;

In this stage, Bidders are invited to present their proposed solution against a Challenge by submitting a completed Electronic Proposal Submission Form in Canadabuys.Canada.gc.ca as specified in the CFP.

Proposals are evaluated against the evaluation criteria and if found responsive, proposals are placed in a pool of pre-qualified proposals. All Bidders will receive notification of the evaluation results at this point.

All pre-qualified proposals will be submitted to the Proposal Selection Committee (PSC) for review and selection in Stage 2.

Stage 2: Proposal Selection Committee (PSC), selection and final notification

In this stage, the PSC considers the evaluation results of the proposals and examines the distribution of investment (DOI) across Strategic Considerations Parameters. All pre-qualified proposals from the pool will proceed to be considered against these Strategic Considerations Parameters and some will be selected for funding, within the current available budget. The selected proposals will advance to Stage 3, Contracting.

Proposals that are not selected for funding will remain in the pool of pre-qualified proposals for the remaining duration of the bid validity period and may be selected prior to bid expiration, should additional funding become available. Selection of the proposals is at the sole discretion of the PSC.

All selected bidders, and bidders who are still on the list of pre-qualified proposals, will receive notification of the PSC results at this point.

Stage 3: Contracting

In this stage, the contracts are negotiated for the proposals that have been selected for funding. This involves, but may not be limited to, the creation of a Statement of Work, detailed cost breakdowns, price support/validation, and certification signing.

PSPC will lead the negotiations and approve all resulting contracts / MOAs between Canada and the bidders.

Proposals that are only comprised of federal government primary and secondary partners, and do not require any resulting contract(s) / MOA(s), will be handled directly by DRDC CSS, with no PSPC involvement at this stage.

All proposals that make it into the pool of pre-qualified proposals, and then selected for funding, are not guaranteed to receive a contract or MOA. Entry into negotiations does not guarantee a contract. Contract award is at the sole discretion of Canada, and contingent on a successful negotiation process.

1.5 Trade Agreements

The Canadian Free Trade Agreement (CFTA) (<https://www.cfta-alec.ca/>), applies to this procurement process. The CFP is organized in a manner consistent with the principles of the CFTA in terms of equal access, fairness and transparency and is open to public and private sector entities.

This procurement consists of Research and Development services which are excluded from the application of:

- 1. Canada-Chile Free Trade Agreement**
Research and Development services are excluded from the Canada – Chile Free Trade Agreement (CCFTA) as per Annex Kbis-01.1-5 Services, Section B excluded services.
*Section B – Excluded Coverage: Services – Exclusions by Major Service Category
Research & Development, all Classes; Special Studies and Analysis – not R&D B002, B03, B400, B503, B507; are EXCLUDED.*
- 2. Comprehensive and Progressive Agreement for Trans-Pacific Partnership**
Research and Development services are excluded from the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) as per Chapter 15 A, Section E.1.
- 3. Canada-Colombia Free Trade Agreement**
Research and Development services are excluded from the Canada – Colombia Free Trade Agreement (CCFTA) as per Annex 1401-4 Services, Section B, Part 1, excluded services:
Research & Development, all Classes; Special Studies and Analysis – not R&D B002, B03, B400, B503, B507; are EXCLUDED.
- 4. Canada-European Union Comprehensive Economic and Trade Agreement (CETA)**
Research and Development services are excluded from the Canada-European Union Comprehensive Economic and Trade Agreement (CETA) as per Annex 19-5 as they are not one of the applicable commodities listed in this agreement:
Canada and the EU have maintained the ability to protect human health, the environment, national security and public safety, and excluded certain sectors from CETA government procurement obligations (such as research and development; financial services; public administration; recreational; cultural; sporting; educational; social; and healthcare services). The agreement also sets out a number of country-specific exclusions.
- 5. Canada-Honduras Free Trade Agreement**

Research and Development services are excluded from the Canada – Honduras Free Trade Agreement (CHFTA) as per Annex 17.4, Section B Excluded coverage, Part I – Service Exclusions by Major Service Category:

Research & Development, all Classes; Special Studies and Analysis – not R&D B002, B03, B400, B503, B507; are EXCLUDED.

6. Canada–Korea Free Trade Agreement

Research and Development services are excluded from the Canada – Korea Free Trade Agreement (CKFTA) as per Annex 14-C of Chapter Fourteen: Government Procurement. This Chapter covers the Universal list of Services applicable to this Agreement unless otherwise specified.

3. This Chapter does not cover procurement of the following:

(a) services for the management and operation of government facilities or privately owned facilities used for government purposes, including federally-funded research and development;

7. Canada – Panama Free Trade Agreement

Research and Development services are excluded from the Canada – Panama Free Trade Agreement (CPFTA) as per Annex 5 Services, Section B, Part 1, excluded coverage:

Research & Development, all Classes; Special Studies and Analysis – not R&D B002, B003, B400, B503, B507; are EXCLUDED.

8. Canada – Peru Free Trade Agreement

Research and Development services are excluded from the Canada-Peru Free Trade Agreement (CPFTA), as per Annex 1401.1-4 Part B Excluded Services:

Research & Development, all Classes; Special Studies and Analysis – not R&D B002, B03, B400, B503, B507; are EXCLUDED.

9. Canada – United Kingdom Trade Continuity Agreement

Research and Development services are excluded from the Canada United Kingdom Trade Continuity Agreement (CUKTC) as per CETA Chapter 19-5:

Exclusions

Canada and the EU have maintained the ability to protect human health, the environment, national security, and public safety, and excluded certain sectors from CETA government procurement obligations (such as research and development; financial services; public administration; recreational; cultural; sporting; educational; social; and healthcare services). The agreement also sets out a number of country-specific exclusions.

10. Canada – Ukraine Free Trade Agreement

Research and Development services are excluded from the Canada – Ukraine Free Trade Agreement (CUFTA) as per Annex 10-4 Services:

(c) research and development services identified in division 85 of the United Nations Provisional Central Product Classification (CPC Prov.), which may be found at: UN Classifications Registry;

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

Research and Development services are excluded from the application of the *World Trade Organization - Agreement on Government Procurement (WTO-AGP)* under Appendix 1, Annex 4 as they are not one of the applicable commodities listed in this agreement.

1.6 Canadian Content

This procurement is conditionally limited to Canadian goods and/or services.

SACC Manual clause A3050T (2020-07-01) Canadian Content Definition is amended as follows:

DELETE: 80 percent

INSERT: 70 percent

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3050T/5>

1.7 Conflict of Interest

The Contractor, its subcontractor(s) or any of their agent(s) directly or indirectly involved in the performance of the Work and/or in the production of the deliverables under any resulting Contract or MOA will not be precluded from bidding on any potential future proposal solicitation related to the production or exploitation of any concept or prototype developed or delivered.

1.8 National Security Guidelines for Research Partnerships

To ensure the Canadian research ecosystem is as open as possible and as safeguarded as necessary, the Government of Canada has introduced the National Security Guidelines for Research Partnerships to integrate national security considerations into the development, evaluation, and funding of research partnerships. All researchers are encouraged to use *the National Security Guidelines for Research Partnerships* to assess all research partnerships, with any partner or funder, to protect their work. These guidelines provide a framework through which researchers, research institutions and Canada's granting agencies can undertake consistent, risk-targeted due diligence to identify and mitigate potential national security risks linked to research partnerships. [National Security Guidelines for Research Partnerships \(science.gc.ca\)](https://www.science.gc.ca/national-security-guidelines-for-research-partnerships)

1.9 Procurement Strategy for Indigenous Business

The Government of Canada is increasing economic opportunities for First Nations, Inuit, and Métis businesses through the federal procurement process.

A portion of the estimated funding for this procurement will be voluntarily set aside for resulting contacts to Indigenous businesses. The commitment is to set aside 5% (estimated \$500K CAD) of the budget for this CFP for qualified proposals that contain a Federal Lead Government Organization, and a Indigenous businesses as the Primary Partners. If there are no compliant bids submitted by Indigenous businesses, or if funds remain after all compliant bids submitted by Indigenous businesses have been awarded contracts, Canada reserves the right to utilize the remaining funds for any contracts resulting from this solicitation.

1.10 Potential Conditions

The following may apply to the resulting contract(s) requirement:

1.10.1 Security Requirements

During the contract negotiations, it may be determined that security requirements are associated with the resulting contracts. For more information on personnel and organization security screening or security clauses, the bidder should refer to PSPC's [Contract Security Program \(https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html).

1.10.2 Comprehensive Land Claims Agreements

Depending on the proposal received, the region of delivery for the goods and/or services may be in an area subject to Comprehensive Land Claims Agreements (CLCA). If this occurs, the procurement will be subject to the applicable CLCA.

1.10.3 Controlled Goods Program

Any resulting contract may be subject to the Controlled Goods Program. Refer to the [Controlled Goods Program website \(https://www.tpsgc-pwgsc.gc.ca/pmc-cgp/index-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/pmc-cgp/index-eng.html).

1.10.4 Employment Equity

The Federal Contractors Program (FCP) for Employment Equity may apply to this procurement (see Part 5 – Certifications and Additional Information).

1.11 Funding and Duration

For this CFP, approximately \$10M has been allocated for the cumulative value of all resulting contracts (applicable taxes excluded). All proposals must be costed in Canadian dollars. Canada reserves the right to modify project funding. The cumulative value budgeted for this CFP could be subject to change.

The table below identifies project funding parameters for each project type. Proposals are encouraged not to exceed the parameters.

Table A1

Project Type	Contract Duration	Resulting Contract/MOA Values (applicable taxes excluded)
R&D	≤ 3 years	≤ \$1.5M
Technology Demonstration	≤ 3 years	≤ \$2.0M
Technology Pilots / Feasibility Studies	≤ 3 years	≤ \$2.0M
Study and Analysis	≤ 12 months	≤ \$250K

1.12 Finding a LGO or Project Partner

It is the sole responsibility of the Bidder to find an appropriate LGO, and other secondary project partners, to form a team and create a proposal. To help facilitate this process, Canada had created a GCcollab CSSP page.

GCcollab is a professional collaboration platform. Hosted by the Government of Canada, GCcollab is designed to connect you with the information and people you need to work with across Canadian universities, colleges, and all levels of government.

GCcollab is intended as a resource to connect bidders and LGOs who are interested in collaborating on various CSSP Projects.

Potential bidders and LGOs alike are welcome to join the CSSP group, and post information about potential projects they are working on, and whom they would like to partner with, within a specific challenge thread.

To gain access to the GCcollab CSSP page, please follow the link below and request to join the group.
<https://gccollab.ca/groups/profile/17817385/canadian-safety-and-security-program-cssp-programme-canadien-pour-la-s-ret-et-la-s-curit-pcss>

An PSPC administrator will reach out, confirming your access as well as provide instructions as to how the tool can be used effectively.

Use of GCcollab is 100% voluntary by all participants.

1.13 Attachments

The following 2 attachment forms are part of this CFP and can be found on the CFP event details in Canadabuys.Canada.gc.ca/SAP Ariba by clicking the "References" icon.

- Attachment 1 - Electronic Proposal Submission Form
- Attachment 2 - Frequently Asked Questions (FAQ)

PART 2 – INSTRUCTIONS FOR BIDDERS

2.1. Standard Instructions, Clauses, and Conditions

All instructions, clauses and conditions identified in this CFP by number, date and title are set out in the SACC manual clause 2003ACB – CanadaBuys Standard Instructions - Goods or Services - Competitive Requirements [Section 1.2003ACB - CanadaBuys Standard Instructions - Goods or Services - Competitive Requirements - Buyandsell.gc.ca](#) issued by PSPC.

A bidder who submits a proposal agrees to be bound by the instructions, clauses and conditions of this CFP and accepts one of the following, as applicable:

- i. the SACC clauses and conditions of the resulting contract; OR
- ii. the MOA clauses and conditions of the resulting MOA.

Note: Projects that contain only Federal Government Partners will utilize an Interdepartmental Settlement process for the transfer of funding. This process will be shared and outlined directly to the Federal LGO and other Federal Partners if and when the project is selected for funding.

The 2003ACB – CanadaBuys Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of this CFP; some sections have been amended and are listed below.

- a. At section 05 – Submission of Bids, subsection 6, is amended as follows:

Delete: Proposals will remain open for acceptance for a period of not less than 60 days from the closing date of the proposal solicitation, unless specified otherwise in the bid solicitation.

Insert: Proposals will remain open for acceptance for a period of not less than 2 years from the closing date of the proposal solicitation. (Bid validity period)

- b. At section 12 – Price Justification, is amended as follows:

Delete: In the event that the bidder's proposal is the sole responsive proposal received, the bidder must provide, on Canada's request, one or more of the following price justifications:

Insert: For all responsive proposal received, prior to contract or MOA award, the Bidders must provide, on Canada's request, one or more of the following price justifications:

2.2. Enquiries about the Call for Proposals

All questions and answers, amendments, and updates can now be accessed through the Event Messages board of the CFP event. Bidders must log into their [Canadabuys.Canada.gc.ca/SAP Ariba](#) account to access the Event Message board.

All CFP-related enquiries and Challenge-related enquiries must be submitted through the CFP's Event Messages board.

Responses provided by Canada can be accessed by bidders through the Event Messages board. Enquiries must be submitted no later than five business days before the CFP event closing date. Enquiries received after that time may not be answered.

Bidders should take care 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 questions or may request that the Bidders do so, so that the proprietary nature of the questions are 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.

2.3. Contracting Authority

The Contracting Authority for this CFP is:

Joseph Hulse
Public Services and Procurement Canada
Acquisitions Branch
Research and Development Procurement Directorate (RDPD)
Defence Sciences Division
Telephone: 613-203-1159
E-mail address: tpsgc.papcssadp-apcsspcfp.pwgsc@tpsgc-pwgsc.gc.ca

2.4. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, 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.

2.5. Public Announcements

To coordinate any public announcements pertaining to any resulting contract, successful Bidders are requested, to notify the Contracting Authority 15 business days in advance of their planned public announcement. This includes any information related to the contract award, the related project work or publication supporting the CSSP program. This notice will provide sufficient time for the Government of Canada to coordinate a potential joint announcement with the successful Bidders. All public announcements will have to acknowledge Canada's contribution.

2.6. Certifications

A3015T (2014-06-26) – Certifications – Bid [<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3015T/5>]

See Part 3.6 of this Call for Proposals for more information.

2.7. Bid Challenge and Resource 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 [<https://buyandsell.gc.ca/>] under the heading "Bid Challenge and Recourse Mechanisms" [<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>] contains information on potential recourse mechanisms.
- c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question.

PART 3 – PROPOSAL PREPARATION INSTRUCTIONS

3.1 Proposal Preparation – Non-Classified Proposals

3.1.1 Who May Apply

This CFP is open to all public and private sector entities; however, to be eligible, the Bidder's proposal, at a minimum, must be comprised as a team of two different organizations, referred to as the Primary Partners (PP). This must consist of:

1. a Canadian Lead Government Organization (LGO) (federal, provincial, territorial, municipal), and;
2. a public or private sector organization that is different than the LGO.

3.1.2 Bidder, Primary and Secondary Partners Definitions, Roles, and Responsibilities

3.1.2.1 Bidder

Either of the PP can take the role of Bidder, and be responsible for submitting the bid and all other Bidder roles and responsibilities. Typically, the organization that is completing the majority of the work on the proposed project AND / OR is the owner of the proposed solution, submits the bid and takes on the Bidder roles and responsibilities (creating a CanadaBuys SAP account, submission of questions, document preparation, submission of bid, point of contact, and all other Bidder responsibilities).

3.1.2.2 Canadian Lead Government Organization (LGO) Definition:

To qualify as an LGO, an organization must fit into one of the following three categories:

1. Be listed under Schedules I through V of Canada's Financial Administration Act;

-OR-

2. Be a Canadian government / Crown corporation or any other Canadian public authority designated by regulation of a Lieutenant Governor in Council;

-OR-

3. Satisfy each of the following criteria:

- a. the entity was created by a Canadian federal or provincial legislation;
- b. the government determines the general policy or program of the entity;
- c. the government appoints members to the board of directors of the entity;
- d. direct control of the entity is held by possessing 100 percent of the voting equity;
- e. the entity's assets revert to the government in the event of liquidation or dissolution;
- f. the entity's budget is approved by the government;
- g. the entity submits an annual, audited report to a government; and
- h. the entity's financial accounts are subject to examination by an Auditor General.

3.1.2.3 Canadian Lead Government Organization (LGO) Roles and Responsibilities:

When they are not the bidder, the LGO will* serve as the Technical Authority (TA) when they are Federal government, OR the Provider (P) when they are Provincial, Territorial, or Municipal and at a minimum will:

1. For Federal Government LGOs

- a. work with DRDC to create and maintain a project charter;
- b. create a fully funded 9200 and send to PSPC for contracting. Funding will be reimbursed by DRDC on a FY basis;
- c. work with PSPC, and provide the requested information so that PSPC can create and issue the resulting contract on behalf the LGO with the bidder/contractor;
- d. manage all resulting contract(s) as a TA, as per section 6.2 of the resulting contract clause (Part 7 of this CFP); and
- e. facilitate project reporting requirements to DRDC.

*For projects where both PP are Federal, this section is not applicable. DRDC will oversee all project progression, approve all deliverables, and manage all funding transfers, with no PSPC involvement.

2. For Provincial, Territorial, or Municipal, LGOs

- a. work with DRDC to create and maintain a project charter;
- b. work with PSPC, as the P, to negotiate, create and sign the resulting MOA;
- c. fulfill responsibilities, as specified in the MOA;
- d. set up contracts or other agreements between themselves and any contractors / non-federal government partners that require payment;
- e. manage the resulting MOA and report any changes or delays to PSPC; and,
- f. facilitate project reporting requirements to DRDC.

Failure to meet the minimum LGO requirements, at any stage of the process, could result in the proposal being deemed non-compliant, and given no further consideration.

The LGO must also be an appropriate and logical fit as a PP. The LGO's mandate must directly pertain to the S&T Challenge, and there must be a clear connection between the LGO and the gap or problem that the proposal aims to address.

The LGO must be the (co-)owner of the gap or problem that the proposed solution aims to address and be a potential (co-)end user of the proposed solution.

DND/CAF is permitted to be the LGO only when a second LGO is involved in the project.

3.1.2.4 Secondary Partners (SP) Definitions, Roles, and Responsibilities

Canadian or international organizations from the public or private sectors are permitted as secondary partners (SP), long as the PP requirements are satisfied.

SP are organizations that provide input into the project and are different than the PP.

SP are typically not critical to the delivery, may or may not receive funding from CSSP, and may be added or removed at anytime during the project execution, if project scope, deliverables, technical experience, or costs are not affected.

All entities/organizations who will have a role as an SP involved in a proposal must be identified in the electronic proposal submission form (form in Canadabuys.Canada.gc.ca/SAP Ariba), and at a minimum, must certify that they have the financial and operational authorization to commit its organization to the proposal.

An official signature from the SP identified in the electronic proposal submission form may be required at the contract negotiation stage.

3.2 Proposal Preparation - Classified Proposals

Proposal Preparation - Up to Protected B

- 3.2.1 Proposals must be submitted only by Electronic Procurement Solution ("Canadabuys.Canada.gc.ca/SAP Ariba") by the date, time and place indicated in the CFP event. Proposals must be submitted directly to the CFP event.
- 3.2.2 The Bidder's response in the CFP event electronic proposal submission form will form the Bidder's proposal in its entirety. Proposals that are submitted in an alternate format will not be accepted. Proposals must only address one Challenge per submission.
- 3.2.3 Due to the nature of this CFP, proposals transmitted by facsimile, email, or paper to PSPC or DRDC will not be accepted.
- 3.2.4 All proposals submitted will be bound by the same terms, conditions, and limitations.
- 3.2.5 Bidders are solely responsible for ensuring their proposal is received on time by the CFP event closing date and time. Late submissions will not be accepted by Canadabuys.Canada.gc.ca/SAP Ariba.
- 3.2.6 Bidders may submit more than one proposal per Challenge; however, the proposals must be standalone and have no dependencies on other proposals. If proposals are identified as dependent, Canada reserves the right to declare any or all proposals as non-responsive and not consider them further. Each proposal will be evaluated separately on its own merit. For multiple submissions, proposals must be submitted separately.

3.3 Proposal Preparation – Classified Proposals

- 3.3.1 Bidders submitting a classified proposal must use the Electronic Proposal Submission Form available in the CFP event within Canadabuys.Canada.gc.ca/SAP Ariba. Bidders must input their proposal information within the Electronic Proposal Submission Form and then print a hardcopy for submission. Bidders must contact the Contracting Authority, within 10 business days of the specified CFP closing date and time indicated in CanadaBuys.Canada.gc.ca/SAP Ariba, to arrange delivery of the proposal using procedures designed to protect the sensitivity of the content.

Proposals are deemed classified if they contain information that, if compromised, could reasonably be expected to cause injury to the national interest, defence and maintenance of the social,

political and economic stability of Canada as defined in the PSPC Supply Manual Glossary **Supply Manual glossary | CanadaBuys**, and in accordance with the Treasury Board's Policy on Government Security.

It is expected that the majority of proposals will not meet these criteria and will therefore be submitted as unclassified proposals.

3.3.2 All classified proposals must be received by the specified CFP closing date and time indicated in [Canadabuys.Canada.gc.ca/SAP](https://canadabuys.canada.gc.ca/SAP) Ariba. Proposals received after the specified closing date and time will not be evaluated.

3.3.3 Due to the nature of this CFP, proposals transmitted by facsimile will not be accepted.

3.4 How to Apply

Step 1: Register on CanadaBuys

Important! PSPC recently launched CanadaBuys [<https://canadabuys.canada.ca/en>].

Bidders are now able to access and submit proposal within SAP Ariba, our new electronic procurement solution.

To register a [Canadabuys.Canada.gc.ca/SAP](https://canadabuys.canada.gc.ca/SAP) Ariba account, visit <http://canada.supplier.ariba.com/ad/register/SSOActions?type=full>

Register as soon as possible to avoid delays.

Bidders must have a registered [Canadabuys.Canada.gc.ca/SAP](https://canadabuys.canada.gc.ca/SAP) Ariba account to access and submit a proposal under this CFP.

Step 2: Review CFP event details

- Log into [Canadabuys.Canada.gc.ca/SAP](https://canadabuys.canada.gc.ca/SAP) Ariba.
- Review the CFP event details.

Step 3: Respond to CFP event

- Click "**Respond to Posting**" to begin drafting your response.
- Click "**Review Event Details**" to read the event details and requirements, section by section.
- Click "**Review and Accept Prerequisites**" and accept the Bidder's agreement.
- Click "**Submit Response**" to complete the requisite sections. Ensure that all required fields, marked with a red asterisk (*), are completed before submitting a proposal.

Note: You must fill your proposal, using the electronic bid submission form included in this CFP, and submit the form within [Canadabuys.Canada.gc.ca/SAP](https://canadabuys.canada.gc.ca/SAP) Ariba.

Step 4: Submit Response by CFP closing date and time

- Once you have completed all questions, attached the requisite documentation (Electronic Proposal Submission Form), and are ready to submit your proposal, click "Submit Entire Response" followed by "OK".

- Bidders are solely responsible for ensuring their proposal is received on time by the individual CFP event closing date and time. Late submissions will not be accepted.
- Bidders may resubmit a corrected or updated submission at any point up to the CFP event closing date and time.

Multiple proposals (“Alternative bid”)

In order to submit multiple proposals, Bidders must submit their first proposal ("primary bid"), then click **“Create Alternative > Pricing Alternative.”** Canadabuys.Canada.gc.ca/SAP Ariba will automatically fill in the fields of the new alternative proposal with the previous proposal’s data.

Bidders must ensure they delete the previous information and replace with the correct Electronic Proposal Submission form.

3.5 Technical Proposal

- 3.5.1 The Bidder’s responses submitted within the CFP event in Canadabuys.Canada.gc.ca/SAP Ariba, using the electronic proposal submission form, will form the bidder's Technical Proposal.
- 3.5.2 Bidders are and will remain solely responsible for the accuracy and completeness of their proposals. Bidders should read all CFP documentation and event details in their entirety prior to submitting a proposal. In their proposal, Bidders should demonstrate their understanding of the requirements contained in the CFP event and explain how they will meet these requirements. Bidders should explicitly demonstrate their capability and describe their approach in a thorough, concise, and clear manner for carrying out the work. The proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated.
- 3.5.3 At the bidder’s discretion, the technical proposal, within the CFP event, may also include any relevant drawings, schematics, letters of support, and/or other additional information to support the bidder’s response to the evaluation criteria. This additional information must be a maximum of three pages and included with the bidder’s proposal. If a bidder submits more than 3 pages of additional information, only the first 3 pages presented will be considered.
- 3.5.4 Supporting Information - If the bidder fails to submit supporting information pursuant to the evaluation of their proposal, the Contracting Authority may at its sole discretion, but is not required to, request it, after the closing date, in writing. It is mandatory that the bidder provide the supporting information within one business day of the written request or within such period as specified or agreed to by the Contracting Authority in the written notice to the bidder. Failure to provide the supporting information in the allotted time may result in the proposal being declared non-responsive and given no further consideration.
- 3.5.5 To maintain the integrity of the evaluation, evaluators will consider only information presented in the proposal. No information will be inferred, and personal knowledge or beliefs will not be utilized in the evaluation. Bidders should explicitly demonstrate, in sufficient detail, how all criteria are met.
- 3.5.6 The Bidder will assume the responsibility of submitting the proposal and serve as the point of contact for the duration of the CFP process.

3.6 Financial Proposal

- 3.6.1 The bidder must complete the Financial Proposal set out in the Electronic Proposal Submission Form, within the CFP event, which will form the bidder's financial proposal. All financial proposals must be in Canadian dollars. The bidder's financial proposal should be within the amounts identified in Table A1 within section 1.11 - Funding. Any dollar value exceeding the funding amounts may require additional justification and/or may be considered the bidder's commitment of co-investment funding to a resulting contract.
- 3.6.2 The financial proposal submitted will be negotiated and finalized during Stage 3: Contracting. These negotiations will be in accordance with the proposed Work Plan. The bidder's original proposal must be in accordance with the PSPC Contract Cost Principles 1031-2 except for academic institutions for which the costs must be in accordance with article 10.40 (a) to (i) of the PSPC Supply Manual (https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/supply-manual/chapter-10#_10-1).
- 3.6.3 Exchange Rate Fluctuation - Requests for exchange rate fluctuation risk mitigation are not permitted as per C3011T (2013-11-06) Exchange Rate Fluctuation.
- 3.6.4 Eligible Costs
- 3.6.4.1 Goods (A) – When the final ownership of tangible, non-consumable goods, that will have a residual value at the end of the contract, will rest with the non-federal PP (for Memorandums of Agreement [MOA]) SP, or government PP or SP the following will apply: Funds can be used for incremental resourcing costs associated with delivering a project - for example, consumable materiel and supplies, equipment rentals, subcontractors and casual employees (incremental labour costs for indeterminate employees at the federal level of the government in Canada cannot be included). Therefore, CSSP funds can only be used for expenditures that are not amortized. This means that Canada cannot pay for goods and other tangible, non-consumable items that will have a residual value at the end of the contract. If the proposed project requires the purchase of items that will have a residual value at the end of the contract, the bidder can either purchase the item(s) using their in-kind/cash contribution, or charge Canada fair market rental price for the item(s).
- 3.6.4.2 Goods (B) - When the final ownership of tangible, non-consumable goods, that will have a residual value at the end of the contract, will rest with the federal LGO PP or SP, the following will apply: Funds can be used for incremental resourcing costs associated with delivering a project - for example, materiel and supplies, equipment rentals, subcontractors and casual employees (incremental labour costs for indeterminate employees at the federal level of the government in Canada cannot be included). Also, CSSP funds can be used for expenditures that are amortized (tangible, non-consumable items that will have a residual value at the end of the contract). There may be some situations where the federal LGO PP or SP may not be able to accept ownership of the tangible, non-consumable goods that will have a residual value at the end of the contract. If such a situation becomes evident during the contract negotiation phase(s), Canada will work with the bidder to adjust the bidder's financial proposal accordingly.

- 3.6.5 Travel Expenses: Bidder should make all reasonable attempts to avoid requesting travel funding within their proposed projects unless absolutely operational necessary and not feasible for the bidders to include travel within their in-kind / cash contributions. Canada will only accept travel expenses on projects where travel is the only possible option. Travel expenses must be compliant with the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/d10/en>) and be justified in the Work Plan and Financial Proposal within the Electronic Proposal Submission form. All Travel expenses is at the 100% discretion of Canada.
- 3.6.6 Salary Wage Envelope Conversion for Federal Government Participants (For Federal LGO's and other Federal PP or SP requesting funding for Causal or Term employees): As per Treasury Board of Canada Secretariat requirements, the Employee Benefit Plan (EBP) amount (27 percent above the of personnel costs) must be included in costing calculations when these costs are being requested within and included in the proposal. The EBP fee is applicable to incremental federal government salaries and does not apply to other orders of government or the private sector.
- 3.6.7 Ineligible Costs: Funds cannot be used to pay for salaries of indeterminate employees at the federal level of government in Canada; however, indeterminate employee salaries (including the EBP amount) may be included in the proposal as an in-kind contribution. Please see Annex Co Investment Information for more information about in-kind contributions. The LGO is responsible for any staffing process / contract that may be required to meet their obligations as a Federal LGO's and other Federal PP or SP. In addition, no payment will be made for costs incurred in the preparation, submission, and contract negotiation related to a proposal under this CFP. Costs associated with these activities, including the development of any supporting documentation and any bidder costs incurred associated with the submission of the proposal, are the sole responsibility of the bidder.

3.7 Certifications

Required certifications and additional information are identified in Part 5.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- 4.1.1 Canada will assess proposals in accordance with the entire requirement of this CFP including the technical and financial evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of Canada will evaluate the proposals. If required, Canada may use external Subject Matter Experts (SMEs) to evaluate any proposal. External SMEs will be required to confirm they are not in a conflict of interest and sign a non-disclosure agreement.
- 4.1.3 The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps
- 4.1.4 If requested by Canada, the Bidder must provide a response to the written request for clarification or verification issued by the Contracting Authority in accordance with the provisions of the request, which may include a deadline by which to provide the response. Failure to comply with the request may result in the proposal being declared non-responsive and given no further consideration. This must not be construed as:
- an opportunity to provide supplemental information;
 - an intent to repair or modify the proposal; and
 - an intent to contract with the Bidder.

4.2 Stage 1 - Proposal Submission, evaluation, and establishment of pool of pre-qualified proposal

4.2.1 Mandatory Criteria (MC)

Proposals will be evaluated in accordance with the Mandatory criteria (MC) identified in the evaluation criteria. Proposals must meet all mandatory criteria to be considered responsive and proceed to be evaluated and scored against the Point-rated criteria (PRC). Proposals that fail to meet the mandatory criteria will be declared non-responsive and will not be evaluated further.

4.2.2 Point-Rated Evaluation Criteria (PRC)

Each proposal that meets all of the applicable MCs will be evaluated and scored in accordance with the point-rated evaluation criteria (PRC) identified in the evaluation criteria. Proposals must obtain the minimum overall pass mark identified the evaluation criteria. Proposals that do not meet the minimum pass mark will be deemed non-responsive.

4.2.3 Evaluation of Price

The price of the proposal will be evaluated in Canadian dollars; including travel and living costs and shipping. Custom duties are included, and applicable taxes are extra.

For evaluation purposes only, the price of the proposal will be determined as detailed in the Financial Proposal within the Electronic Proposal Submission Form within the CFP event.

4.2.4 Establishing the Pool of Pre-qualified Proposals

Proposals that satisfy all of the applicable MCs, achieve the specified minimum pass mark and meet all other requirements of the CFP will be considered responsive and placed in the pool of pre-qualified proposals.

All bidders will be notified of their results at this point. Bidders with non-responsive proposals will receive a letter with the information as to what was non-responsive.

Bidders with responsive proposals will be provided the end date of their bid validity period (2-year period) and confirmation that their proposal will be submitted to the Proposal Selection Committee (PSC) for consideration of funding as part of Stage 2.

4.2.5 Qualified Proposals

Being qualified in the pool of qualified proposals does not guarantee that the bidder's proposal will be selected for funding or recommended for contract award. Canada may select one proposal, more than one proposal or no proposals from the pool of qualified proposals. The decision to select a proposal is at the sole discretion of Canada. Proposals which earn the highest overall pass mark may not be the proposals selected.

4.3 Stage 2 - Proposal Selection Committee (PSC), Selection and final notification

The PSC is chaired by DRDC and is composed of representatives from DRDC and subject matter experts from other government departments. Also, LGO's or any SMEs cannot participate in the review of their own proposals. The PSPC Contracting Authority oversees the PSC review to ensure the process is in line with the CFP and to address any concerns. The PSC considers the evaluation results of the proposals and examines the Distribution of investment (DOI) across the following strategic considerations:

- Indigenous considerations;
- program priorities;
- distribution of proposals across priorities;
- distribution of proposals across S&T Challenges;
- previous years' investments;
- the strength of individual proposals;
- Government of Canada priorities;
- similar S&T initiatives being funded by DRDC's partners;

- distribution across project types;
- level of LGO involvement and support;
- level of co-investment, particularly cash co-investment, as an indicator of shared risk; and,
- strength of overall alignment to identified challenge.

This results in the creation of a list of proposals that are selected for funding will proceed to stage 3. All other proposals will remain in the pool of qualified proposals for the duration of the bid validity period as per 2.1, but may be extended as per section 4.4.

All bidders on the list of pre-qualified proposals will receive notification of the PSC results at this point. Bidders who are selected for funding will also be provide the contact information of their DRDC representative and PSPC contracting authority.

In rare situations, proposals may be removed from the recommended for funding list, if there are changes to the strategic considerations. In this situation, the affected bidder would be notified.

4.4 Bid Validity

Canada may, at its full discretion, request a bid validity extension for the remaining proposals in the pool above the minimal 2-year period.

4.5 Additional Funding

If additional funding becomes available, Canada may also revisit the pool at any time prior to the end of the bid validity period and make additional selections of proposals to proceed to stage 3.

4.6 Stage 3 – Selection

4.6.1 Information Session, SOW, and Project Charter

Primary Partners whose proposals have been selected for Contract / MOA negotiation will be invited to attend an information session to provide an overview of the next steps, answer general questions about the process, introduce the Project Charter template, and be provided all required templates for contracting (SOW, Cost breakdown, certifications). The Project Charter is an internal DRDC document that is used to provide an overview of each project and fiscal year management. DRDC will start working with the Primary Partners to draft the SOW and complete/sign the Project charter.

Once the project Charter is finalized, and there is a complete first draft of the SOW, DRDC will initiate the internal funding commitments and transfers accordingly. Once confirmation of a funding commitment is received by the PSPC Contracting Authority, the contract/MOA negotiation process can be finalized.

4.6.2 Financial Capability and Certifications

The Contracting Authority may undertake the following at any point in Stage 3:

- a) obtain financial information to verify the bidder's capacity to undertake the work; and

b) request certifications and other information required before contract award.

If a bidder fails to demonstrate adequate financial resources to complete the work or fails to provide the certifications and additional information, the proposal will be considered non-responsive and given no further consideration.

4.6.3 Contract / MOA Negotiations

Upon completion of the SOW, the Contracting Authority will initiate the negotiations for the following:

- a) contract / MOA terms and conditions, as applicable;
- b) IP ownership (see section 4.8 below for details);
- c) pricing and cost breakdown; and,
- d) the provision by the bidder of price support to substantiate the costs to Canada.

Failure to achieve consensus on any aspect of the negotiations will result in the proposal being set aside and not given any further consideration. If an agreement cannot be reached between Canada and the bidder/LGO within a reasonable timeline determined by Canada, Canada reserves the right to stop negotiations with the bidder /LGO.

4.6.4 Contract / MOA Award

Upon completion of contract / MOA negotiations, Canada will recommend contracts / MOAs to be awarded. Work on projects cannot start until PSPC has provided a signed Contract / MOA to all parties involved.

4.7 Debriefing

At the end of stage 1, and stage 2, PSPC will inform all bidders and LGOs of their individual results via email. Canada may, upon request by the bidder, provide unsuccessful OR not selected bidders with additional clarification. Bidders must make their requests to the Contracting Authority within 15 business days after the receipt of their individual results.

4.8 Intellectual Property and Copyright

The default position of Canada is to allow contractors to retain the IP and copyright rights with a licence granted to Canada for both rights, which would include the right to use and have used the IP for Canada's activities, as per SACC Clause 4006 (2010-0-16) - [Contractor to Own Intellectual Property Rights in Foreground Information](#).

There are situations that may require Canada to request ownership of the IP. Please see the following for more details:

[SACC Clause K3200T \(2023-06-08\) – Basis for Canada's Ownership of Intellectual Property](#)

Additional Information on IP and copyright conditions for R&D and S&A service Contracts are available at the following sources:

Section 3.95 - Intellectual Property (IP) at: https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/supply-manual/chapter-3#_3-95

Policy on Title to Intellectual Property Arising under Crown Procurement Contracts at: [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts- Canada.ca](#)

4.9 Changes to the Project Team

CSSP projects have many different participants involved, and sometimes PP and SP, for reasons beyond their control, may be unavailable to participate in the bidding / contract negotiation process. LGOs and the primary public or private sector partner organization that is different than the LGO, in most situations, are not changeable. If, at any time during the contract negotiation stages, either of these participants are no longer available, the bid may be considered non-compliant, and given no further considerations.

Primary Partner - Contractor - Primary contractors / bidders are not changeable during the contract negotiation process.

Once a contract is awarded, a contract assignment is possible provided:

1. Canada agrees to the assignment in writing; and
2. the Contractor remains responsible for the assignee's performance.

LGO - In situations where the LGO is non-federal, and by replacing the non-federal LGO with a technically compliant and logical equivalent, that would not impact any aspects of the cost, scope, other partners level of effort, technical evaluation score, and the replacement LGO agrees to take on all responsibilities outlined in section 3.1.2, then Canada at its sole discretion, may allow a change.

Secondary Partners (a public or private sector partner organization) – SP may be added at any point of the project. SP may also be removed at any point of the project, if technically feasible to do so, and there is no impact to project costs.

4.10 Human and Animal Ethics

A proposal that includes human subjects, human tissues, animals, or animal tissues must not proceed without prior approval of the project team's Research Ethics Board/Committee or institutional Animal Care Committee and must not be conducted in contravention of the Board's/Committee's conditions of approval. All research involving human subjects or human tissues must adhere to the principles set out in the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans (TCPS2 2022). All research involving animals or animal tissues must adhere to the principles set out by the Canadian Council on Animal Care.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

The bidder must certify the certifications and additional information within the Electronic Proposal Submission Form to be deemed compliant.

The certifications provided by the bidder to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a proposal non-responsive or will declare a contractor in default if any certification made is found to be untrue, whether made knowingly or unknowingly, during the proposal evaluation period or during the contract period.

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

Certifications required with the Bidder's proposal will be identified on the CFP event Electronic Proposal Submission form.

5.1 Certifications Required with the Proposal

Certifications required with the Bidder's proposal are identified in the Electronic Proposal Submission Form.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the proposal but may be submitted afterwards. If any of these required certifications or additional information are 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 proposal 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 procurement agreement of the Ineligibility and Suspension Policy (<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

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 FCP for Employment Equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) – Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity.html\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity.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.

For contracts receiving funds over \$1,000,000.00:

Canada will also have the right to terminate the contract for default if a contractor, or any member if the entity 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 FCP for Employment Equity - Certification (below), before contract award. If the bidder is a joint venture, the bidder must provide the Contracting Authority with a completed FCP for Employment Equity - Certification, for each member of the joint venture.

5.2.3 Federal Contractors Program for Employment Equity – Certification (For contracts receiving funds over \$1,000,000.00):

A bidder's signature constitutes a confirmation to the effect that:

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 FCP for Employment Equity visit: [Employment and Social Development Canada – Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html).

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 (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/regulated-industries.html>) being subject to the [Employment Equity Act \(https://laws-lois.justice.gc.ca/eng/acts/E-5.401/\)](https://laws-lois.justice.gc.ca/eng/acts/E-5.401/).
- 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 \(AIEE\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>) in place with ESDC-Labour.

-OR-

() A5.2. The bidder certifies having submitted the [AIEE](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form AIEE (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 FCP for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

5.2.4 Former Public Servant Certification

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. An FPS may be:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made of FPSs; 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.

5.2.5 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 FPS; and,
- b) date of termination of employment or retirement from the Public Service.

By providing this information the bidder agrees that the successful bidder's status, with respect to being a FPS 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.

5.2.6 Work Force Adjustment Directive

Is the bidder an 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 FPS;
- 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; and,
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

5.2.7 Controlled Goods

Will the resulting contract involve controlled goods?

YES () NO ()

For further information on the [Controlled Goods Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/dmc-cgd/index-eng.html), visit the website: <http://ssi-iss.tpsgc-pwgsc.gc.ca/dmc-cgd/index-eng.html>.

5.2.8 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.

5.2.9 CanadaBuys SAP Ariba ACM number

Bidders are required to have a Canadabuys.Canada.gc.ca/SAP Ariba ACM number prior to contract award in order to receive a PWGSC contract. Bidders may register for a Canadabuys.Canada.gc.ca/SAP Ariba Account at ([Account access | CanadaBuys](#)).

Canadabuys.Canada.gc.ca/SAP ARIBA ACM Number: _____

Associated email/name : _____

5.2.10 Rate or Price Certification

The bidder is requested to provide one (1) of the following certifications, as applicable, in its financial bid:

_____ The bidder certifies that the price proposed is based on costs computed in accordance with Contract Cost Principles 1031-2 and includes an estimated amount of profit of _____.

-OR-

_____ The bidder certifies that the price proposed:

- a) is not in excess of the lowest price charged anyone else, including the bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- b) does not include an element of profit on the sale in excess of that normally obtained by the bidder on the sale of goods, services or both of like quality and quantity; and
- c) does not include any provision for discounts to selling agents.

-OR-

The bidder certifies that the price proposed is based on costs computed in accordance with 10.40 (a) to (i) of the Supply Manual, Public Works and Government Services Canada, on the pricing of R&D contracts with universities and colleges.

5.2.11 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.

5.2.12 Financial Support Disclosure

The bidder certifies that it has not included any costing elements within this bid, that has already been proposed or purchased by any federal government organization (including DRDC), to which Canada already owns OR has an existing valid license to (IP, copyright, software).

Specifically, if you have applied for funding on a different Canadian government Program / Procurement for any part of your proposed CSSP project, this will need to be disclosed. Canada cannot pay for the same work twice, and if your proposal is selected, certain aspects of the work may need to be adjusted, removed, or provided at no cost.

The Bidder must list all financial support and identify the following information for each:

Name of the Canadian federal government organization and program.	The amount received, or to be received.	Item that is already funded OR may be funded.

-OR-

If financial support is not applicable, indicate **NO** ()

5.2.13 Indigenous-owned Business Participation

To be considered an Indigenous-owned business, the business must be:

- a business owned by an Elder (sole proprietorship);

- a business owned and/or operated by a Band Council or Tribal Council;
- registered on a Modern Treaty business list or business directory; OR,
- registered on the Indigenous Business Directory, administered by Indigenous Services Canada.

The Bidder certifies that _____ % of the total contract value is being directly paid to an Indigenous-owned business, as either a PP or SP or an Indigenous Businesses subcontractor to the PP or SP. This will be clearly demonstrated in the Milestone Cost Break-down and be maintained thought the period of the contract.

Total Value being paid to Indigenous-owned businesses \$_____.

1.2.14 Directive on Conflict of Interest

Is the Bidder or any employee who would conduct work on a resulting contract a current Public Servant?

A Public Servant is defined as:

a person employed in the core public administration and to the organizations that make up the core public administration as defined in section 11 of the *Financial Administration Act*. This includes indeterminate and term employees, employees on leave without pay, students participating in Student Employment Programs, casual, seasonal, and part-time workers.

Although they are not public servants, individuals on incoming Interchange Canada assignments are expected to comply with, and volunteers are expected to respect, the requirements of the *Directive on Conflict of Interest*. Order-in-Council appointees, such as Deputy Ministers, are subject to the *Conflict of Interest Act*, and are not subject to the *Directive on Conflict of Interest*.

YES (____) NO (____)

If so, the Bidder must submit a complete list of names of all individuals who are current Public Servants.

NAME	TITLE

1.2.15 Signature and Acknowledgement

- The bidder certifies that the information submitted herein, and the information submitted in its bid, is accurate and complete.
- The bidder has read, understands and acknowledges the instructions and the clauses and conditions contained in all parts of the solicitation document.
- By signing below the signatory certifies the above and that he or she is an authorized signing officer of the bidder.

Print Name:	
Signature:	
Position Title:	
Name of Organization:	
Date:	

PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Considerations

Contractors may be required to possess valid security clearances, depending on the nature of the project, in order to have access to information and/or sites necessary for its execution. DRDC will determine the level of security required and will be responsible for establishing a SRCL. The Contracting Authority will communicate such requirements to bidders at Stage 3.

Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract, to allow the successful bidder time to obtain the required clearance, will be at the entire discretion of the Contracting Authority.

For additional information on security requirements, bidders should refer to the Contract Security Program at <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>.

6.2 Financial Capability

Additional financial information may be required during the evaluation of bids as per the following clause:

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

6.3 Controlled Goods Program - Bid

The following clause may be included into the resulting contract if the production of or access to controlled goods is required:

SACC Manual clause [A9130T](#) (2019-11-28), Controlled Goods Program

PART 7 – RESULTING CONTRACT/MEMORANDUM OF AGREEMENT CLAUSES

The instructions, clauses, and conditions identified below, are provided as an example of the standard terms and conditions that could form part of any resulting contract or MOA and do not represent a complete list. PSPC may update, add, or delete, as applicable, based on each individual project type and resulting deliverables, the standard terms and conditions contained herein.

7.1 RESULTING CONTRACT CLAUSE

Public Works and Government Services Canada

Please note this document is being tested as part of the Contract Modernization Initiative. For more information please consult the following <https://buyandsell.gc.ca/contract-modernization-initiative>.

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

1. SUMMARY

1.1. Requirement

The Contract is for the goods and services described in the Contract in accordance with, and at the prices set out in, the Contract, including:

- a. granting to Canada a licence to use the Licensed Software, and
- b. providing the Software Documentation.
- a. providing Support Services during the Support Services Period.

1.2. Client

- a. **Client Name.** In this contract the “Client” is His Majesty the King in right of Canada as represented by the Minister of [**Insert Client Department**], hereinafter referred to as, [**Insert Client Department**].
- b. **Reorganization of Client.** The Contractor’s obligations under the Contract continue despite any renaming, reorganization, reconfiguration, or restructuring of the Client.

2. PERFORMANCE OF WORK

2.1. Security Requirement

There is no security requirement applicable to the Contract.

2.2. Conduct of the Work

- a. **Performance.** Subject to section “Suspension of the Work”, the Contractor agrees to fulfill all obligations in full compliance with the requirements and Specifications of the Contract, regardless of any potential dispute with Canada. The Contractor must:
 - i. perform the Work diligently and efficiently;

- ii. except for Government Property, supply everything necessary to perform the Work;
- iii. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
- iv. select and employ a sufficient number of qualified people; and
- v. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract.

b. Responsibilities. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

c. The Contractor represents and warrants that it and all its resources and subcontractors:

- i. are competent to perform the Work;
- ii. have everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials;
- iii. have the necessary qualifications, including knowledge, skill, expertise and experience, and the ability to use them effectively to perform the Work; and
- iv. will maintain any credentials, accreditations, licenses, and certifications necessary to perform the Work throughout the duration of the Contract.

d. Reports. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.

2.3. Access to Installation Site. Canada does not require that Contractor personnel who need casual access to the installation site to obtain a security clearance but may require that such personnel be escorted at all times.

2.4. Access to Facilities and Equipment.

- a. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it.
- b. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work.
- c. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Contractor is performing the Work .
- d. The Contractor must only use Canada's facilities and equipment for the performance of the Contract.

2.5. New Hardware

- a. **Requirement for New and Unused Hardware.** The Contractor must supply all new and unused Hardware, including parts used for Hardware Maintenance Services. The Contractor must ensure that the Hardware:

- i. is off-the-shelf (in other words, composed of standard equipment requiring no further research or development),
 - ii. is a model that is still in production by the manufacturer at the time of delivery, and
 - iii. conforms to the version of the applicable specification or part number of the manufacturer in effect at the time of delivery.
- b. No Refurbished Parts.** The Contractor must not supply any Hardware or parts that have been refurbished or are certified as "equal to new quality", unless the Contract provides otherwise.
- c. Hardware not Counterfeit.** The Contractor guarantees that the Hardware it supplies is not counterfeit (in other words, not an unauthorized copy, replica, or substitute for the product manufactured by the original equipment manufacturer identified by name on the Hardware).

3. TERM OF THE CONTRACT

3.1. Initial Term

The Work is to be performed during the period of [Fill in start date of the work] to [Fill in end date of the work].

3.2. Delivery Date

All the deliverables must be received within [to be inserted at contract award] working days after Contract Award, unless otherwise specified in the Contract.

4. DELIVERY OF GOODS

4.1. Delivery of Hardware

The Contractor must deliver the Hardware to the location(s) that Canada designates by the Delivery Date. The Contractor must pay all costs associated with replacing any item damaged in transit to the final destination. The Contractor acknowledges that no item will be considered to be delivered on the Delivery Date if it is damaged or otherwise not ready for Canada to begin its acceptance procedures. The Contractor must package the Hardware at least according to industry standards, include a packing slip with each shipment, and arrange for any necessary rigging and drayage. All associated costs are included in the price of the Hardware.

4.2. Special Site Delivery or Installation Preparation Requirements

- a. **Special Site Preparation.** If the Contract describes special site preparation requirements, the Contractor must prepare the site for delivery or installation at its own expense sufficiently in advance to meet the Delivery Date. All the associated costs are included in the price of the Hardware.
- b. **Canada's Responsibilities.** If the Contract provides instead that Canada is responsible for special site preparation requirements, then the following provisions apply.
 - i. **Preparation at its Expense.** Canada must prepare the site at its own expense in accordance with the applicable site preparation requirements.
 - ii. **Description of Requirements.** If the Contract states that there are special site preparation requirements but does not describe them, the Contractor must deliver a complete written

description of them to Canada immediately following the date of the Contract or, if the Delivery Date is more than 30 calendar days after the date of the Contract, at any time at least 30 calendar days before the Delivery Date. If the Contractor delivers the special site preparation requirements to Canada by this time and Canada does not object to any of them within 10 calendar days, Canada must prepare the site according to these requirements. If Canada is required to make any alterations or modifications because the Contractor's special site preparation requirements were incomplete or incorrect, the Contractor must reimburse Canada for any additional expenses that Canada incurs. The Contractor guarantees that, if Canada prepares and maintains the site according to the special site preparation requirements, the resulting environment will permit the Hardware to operate according to the Specifications.

iii. Deadline for Completion. Canada must complete the special site preparations and notify the Contractor that the site is ready at least five business days before the Delivery Date, after which the Contractor may inspect the site at a time that Canada agrees to. The Contractor's inspection does not relieve Canada of its obligation to prepare the site according to the special site preparation requirements.

iv. Failure to Prepare Site on Time. If Canada does not prepare the site according to the special site preparation specifications on time, unless the delay is due to an event reasonably beyond Canada's control, Canada will reimburse the Contractor for any additional costs that the Contractor can demonstrate that it reasonably and properly incurred as a direct result of the delay.

5. LICENSE

5.1. Grant of License

The Contractor grants to Canada a perpetual, non-exclusive, world-wide, fully paid, royalty-free license to use and reproduce the Licensed Software in accordance with the provisions of the Contract. The Contractor cannot restrict, modify, or revise this license.

5.2. Software License Term

- a. **Perpetual Term.** Canada's license to use the Licensed Software is perpetual, world-wide, paid-up and royalty free, regardless of any termination of the Contract by mutual consent, for the convenience of Canada, or for default of the Contractor, but only if Canada has paid for the license to the Licensed Software and subject to the immediately following paragraph entitled Right to Terminate.
- b. **Right to Terminate.** If Canada breaches its license to the Licensed Software or fails to pay for the license in accordance with the Contract, and if that breach continues for a period of 30 calendar days after the Contracting Authority receives the Contractor's notice giving particulars of the breach, the Contractor may then terminate Canada's license by notifying the Contracting Authority to that effect.

5.3. Included Rights

Canada has the right to install, copy, deploy, and use the Licensed Software. This includes the right to:

- a. deploy any of the software products that form part of the Licensed Software in an unlimited number of installations and locations,

- b. create or process an unlimited number of documents, transactions, data, and events,
- c. grant access via a browser to any person who uses the services and programs provided by Canada (regardless of their location) to access, view, enter, search, exchange and read information that Canada holds or creates using the Licensed Software,
- d. use the Licensed Software via any type of network such that users have “universal access rights” (in other words, the right to access the Licensed Software by any means from any location as may become possible from time to time),
- e. use the Licensed Software regardless of the operating systems, software applications, or Application Programming Interface(s) (API) that the Canada may be using from time to time, and
- f. continue to use the Licensed Software regardless of any changes that the Contractor makes to it, but the Contractor is not required to deliver a new or different version of the Licensed Software to enable the Client to continue to use the Licensed Software in a different environment than the one(s) described in the Contract, unless expressly required to do so.

5.4. Right to Transfer

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

5.5. Limits to Grant of License

Canada acknowledges that the Contractor’s grant of license does not include rights to any software other than the Licensed Software.

5.6. Usability of all Features and Functionality

The Contractor must provide the Licensed Software as described in the Contract together with anything further that may be required to ensure that Canada can use all the features and functionality listed and perform in the environment described within the Contract.

5.7. Changes in Technological Environment

This license is not affected by any changes in Canada’s technological environment, such as changes to the operating system, types of devices, or other software tools that Canada uses.

5.8. Right to License

- a. **Authority to Grant License.** The Contractor guarantees that it has the right to license the Licensed Software and to grant to Canada all the rights granted under the Contract. The Contractor also guarantees that it has obtained all necessary consents to make such grant. Canada acknowledges that, for any breach of this guarantee, its only remedy and the Contractor's entire obligations are the

remedies and obligations set out in the section entitled Intellectual Property Infringement and Royalties.

b. No Other Applicable Provisions. The Contractor acknowledges that

- i. Canada is not bound by any conditions accompanying or enclosed with the Licensed Software that are not part of the Contract, and
- ii. neither Canada nor any user is required to enter into any additional license agreement in connection with the Licensed Software, and
- iii. any additional license agreement relating to the Licensed Software signed by anyone other than the Contracting Authority is void and of no effect.

5.9. Disabling Code

- a. **Definition of Disabling Code.** In this section entitled Disabling Codes, "Disabling Code" means any feature, function, or characteristic that might cause the Licensed Software to be unusable without passwords, authorization codes, or similar information.
- b. **Contractor's Responsibility.** If the Licensed Software contains any Disabling Code, the Contractor must provide to Canada, in advance and on an ongoing basis, all the information that Canada requires to continue its use of the Licensed Software. If the license is perpetual, the Contractor must deliver this information
 - i. even if the Contract has otherwise expired or terminated or if Canada is then receiving Support Services for the Licensed Software, and
 - ii. regardless of whether the Contract has otherwise expired or whether the Contractor is then providing any Support Services for the Licensed Software.
- c. **Correcting or Removing Disabling Code.** As soon as the Contractor becomes aware of the existence or characteristics of any Disabling Code, the Contractor must correct or remove such Disabling Code from the Licensed Software or take whatever other steps are necessary to ensure that Canada is able to continue using the Licensed Software.

5.10. Source Code Escrow

If Canada so requests, the Contractor must put in place for Canada, at no additional charge, whatever escrow arrangements, if any, it usually puts in place for its customers and must give Canada, within 30 calendar days from the date of the Contract, a copy of the agreement with its escrow agent that sets out the conditions under which the escrow agent is authorized to release the source code to Canada. The Contractor guarantees that the source code so provided will contain enough detail to permit a programmer, experienced in the use of the programming language or languages in which the source code is written, to modify the Licensed Programs. The source code so provided forms part of the Licensed Software.

5.11. Right to Modify and no Reverse Engineer

- a. **Canada's Right to Copy and Modify.** Canada may copy and modify the Licensed Software for its own purposes and use. Canada may use the services of independent contractors to do so, but only if such

contractors agree not to disclose or distribute any part of the Licensed Software to any other person or otherwise violate the proprietary rights of the owner of the Licensed Software.

- b. Canada's Ownership of Modifications.** Canada will own any modifications contemplated in the immediately preceding paragraph entitled Canada's Right to Copy and Modify but will obtain no ownership interest in the Licensed Software, and any portion of the Licensed Software contained in those modifications will remain subject to the conditions of Canada's license. The Contractor must not incorporate any such modifications into its software for distribution to third parties unless Canada has granted the necessary distribution rights to the Contractor under a written license agreement. The provisions of this section do not prevent the Contractor or its third-party licensors from independently developing modifications. Canada must not reverse engineer the Licensed Software.

6. MEDIA SUPPORT

6.1. Media - Software License

- a. Canada's Choice of Media.** The Contractor must deliver the Licensed Programs to Canada on the medium of Canada's choice from among those Media that the Contractor makes available to its other customers. Canada may distribute the Licensed Software to users on Canada's choice of Medium.
- b. Free of Defects.** The Contractor must provide to Canada Media that are free of defects and of computer viruses and compatible with the computer systems on which the Licensed Programs are installed.
- c. Defective Media.** If, during the Software Warranty Period, Canada discovers a defect or non-conformance in any Media, the Contractor must, if Canada so requests, promptly and at its own expense, replace it with corrected Media.
- d. Ownership of Media.** Canada will own the Media that the Contractor provides to it upon Canada's acceptance of such Media.

6.2. Safeguarding Electronic Media

- a. Electronic Scan.** Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. Replacement of Lost Data.** If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, the Contractor must immediately replace it at its own expense.

7. SOFTWARE DOCUMENTATION

7.1. Software Documentation

- a. Use of Documentation.** The Contractor retains copyright in the Software Documentation. Canada may use the Software Documentation and, for its own internal purposes, copy it for use by individuals

using or supporting the Licensed Software, but only if Canada includes in any such copy any copyright or proprietary rights notice that was part of the original document. Canada must not otherwise reproduce the Software Documentation.

- b. Documentation Detail.** The Contractor guarantees that the Software Documentation contains enough detail to permit a user to access, install, copy, deploy, test, and use all features of the Licensed Programs.
- c. Documentation Translation.** If the Software Documentation is available in English and French, the Contractor must deliver it in both languages. If it is available in only one of those languages, the Contractor must deliver it in that language but, in that case, Canada may then translate it. Canada will own any such translation. The Contractor is not responsible for any technical errors that may arise as a result of any such translation.
- d. Documentation Updates.** The Contractor must, at no additional cost to Canada, update the Software Documentation to the most current release level consistent with the Licensed Software delivered under the Contract. The Contractor must
 - i.** do this within 10 calendar days of the update being available and include in such updates supporting documentation for all modifications to the Licensed Software, including new versions and New Releases that Canada is entitled to receive under the Contract, and
 - ii.** identify any problems resolved, Enhancements made, or features added to the Licensed Software, together with installation instructions.

8. DEVELOPMENT OF FUNCTIONAL SPECIFICATIONS AND DETAILED DESIGN SPECIFICATIONS

8.1. Functional Specifications

The Functional Specifications developed by the Contractor under the Contract and accepted by Canada are incorporated into the Contract by reference. They supersede any functional specifications that were originally incorporated in the Contract.

8.2. Detailed Design Specifications

The Contractor must develop the Detailed Design Specifications for the Custom Software in accordance with the Functional Specifications and all other requirements of the Contract.

8.3. Inspection Procedures – Detailed Design Specifications

- a. Definition of Review Period.** In this section entitled Inspection Procedures - Detailed Design Specifications, "Review Period" means a period of five business days from the later of the date on which the Contractor must submit the Detailed Design Specifications to Canada and the actual date that the Contractor submits them.
- b. Extension of Review Period.** Canada may, upon notice to the Contractor during the Review Period, extend the Review Period by an additional five business days.
- c. Canada's Inspection.**

- i. Canada will inspect the Contractor's Detailed Design Specifications during the Review Period.
 - ii. Within two business days following the end of the Review Period, Canada must notify the Contractor whether the Detailed Design Specifications have passed inspection.
- d. **Notice of Deficiencies.** If the Detailed Design Specifications are inconsistent with the Functional Specifications or fail in any other way to meet the requirements of the Contract, Canada must, within two business days following the end of the Review Period, send the Contractor a written description of the deficiencies.
- e. **Correction of Deficiencies.** Upon receipt of Canada's description of any such deficiencies, the Contractor must immediately modify the Detailed Design Specifications to correct such deficiencies and promptly submit the corrected work to Canada for inspection. Canada will inspect the corrected work, pursuant to 'Canada's Inspection' and 'Notice of Deficiencies', during a second Review Period.
- f. **Deadline for Approval.** The Contractor must ensure that its Detailed Design Specifications pass Canada's inspection within 30 calendar days of their original delivery date set out in the Contract.

9. IMPLEMENTATION OF CUSTOM SOFTWARE

9.1. Coding and Pre-Installation Tests.

- a. **Development of Custom Software.** The Contractor must develop the Custom Software based on the Detailed Design Specifications and the Functional Specifications. In the development of the Custom Software, the Contractor must carry out all detailed programming and coding required under the Detailed Design Specifications, and, if necessary, must revise the Detailed Design Specifications to ensure that they are derived from and are consistent with the Functional Specifications and all other requirements of the Contract.
- b. **Pre-installation Testing.** The Contractor must conduct pre-installation testing to ensure that the Custom Software will operate in accordance with the Functional Specifications and all other requirements of the Contract. The Contractor must notify Canada of all such tests and, upon Canada's request, give Canada an opportunity to witness those tests and provide Canada with a copy of all intermediate and final test records and results.

9.2. New Source Code

- a. **Definition of New Source Code.** In this section entitled New Source Code, "New Source Code" means all of the source code for the Custom Software that the Contractor or any subcontractor writes as part of the Work.
- b. **Delivery of New Source Code.** The Contractor must deliver the New Source Code to Canada as per the Contract, if no time is specified in the Contract, within 30 calendar days following Canada's acceptance of the Custom Software.
- c. **Contents of New Source Code.** The New Source Code must contain a complete description of the operation of the developed software in sufficient detail to enable a programmer, experienced in the programming language or languages in which the source code is written, to modify all aspects of that software without the Contractor's assistance.

9.3. Pre-existing Software

- a. **Definition of Pre-existing Software.** In this section entitled Pre-existing Software, "Pre-existing Software" means software that is not developed as part of the Work and that is proprietary to the Contractor, to any of its subcontractors, or to a third party.
- b. **No Use of Pre-existing Software.** The Contractor must not develop the Custom Software by modifying Pre-existing Software or incorporate any Pre-existing Software into the Custom Software without Canada's written consent. Authorized Pre-existing Software within the Contract does not require consent.
- c. **Escrow of Source Code.** If Pre-existing Software forms part of the Custom Software, the Contractor must, within 30 calendar days following Canada's acceptance of the Custom Software, at its option and expense, either:
 - i. deliver the source code for that software to Canada, or
 - ii. deliver the source code to an escrow agent approved by Canada, to be held in trust by that agent, for release to Canada upon the occurrence of any of the following events:
 1. Canada terminates either the Contract or any subsequent support or development arrangement relating to the Custom Software for default,
 2. the Contractor or its supplier ceases to do business or ceases to make support or development services in relation to the Custom Software reasonably available to Canada,
 3. the Contractor or its supplier becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors,
 4. a receiver is appointed for the Contractor or its supplier under a debt instrument, or a receiving order is made against the Contractor or its supplier, or
 5. an order is made, or a resolution passed for the winding up of the Contractor or its supplier.
- d. **Contents of Source Code.** The source code that the Contractor delivers to Canada or to any escrow agent relating to any Pre-existing Software that forms part of the Custom Software must contain a complete description of the operation of that Pre-existing Software in sufficient detail to enable a programmer, experienced in the programming language or languages in which the source code is written, to modify all aspects of that software without the Contractor's assistance. If the Contractor delivers the source code to an escrow agent, the Contractor must update such source code from time

to time so that it corresponds with the most current version of the object code in Canada's possession.

- e. **Rights to Use and Modify Pre-Existing Software.** Unless provided otherwise in the Contract or in any escrow agreement signed by Canada, Canada's rights to use, copy, modify and disclose any Pre-existing Software supplied under the Contract and any source code for that software must be as per outlined below.
 - i. **Canada's Right to Copy and Modify.** Canada may copy and modify the Pre-existing Software for its own purposes and use. Canada may use the services of independent contractors to do so, but only if such contractors agree not to disclose or distribute any part of the Pre-existing Software to any other person or otherwise violate the proprietary rights of the owner of the Pre-existing Software.
 - ii. **Canada's Ownership of Modifications.** Canada will own any modifications contemplated in the immediately preceding paragraph entitled Canada's Right to Copy and Modify but will obtain no ownership interest in the Pre-existing Software, and any portion of the Pre-existing Software contained in those modifications will remain subject to the conditions of Canada's license. The Contractor must not incorporate any such modifications into its software for distribution to third parties unless Canada has granted the necessary distribution rights to the Contractor under a written license agreement. The provisions of this section do not prevent the Contractor or its third-party licensors from independently developing modifications. Canada must not reverse engineer the Pre-existing Software.

9.4. Object Code and User Documentation

a. Form of Code

The Contractor must provide the Pre-existing Software and Custom Software to Canada in executable object code.

b. Contents of User Documentation

The Contractor must ensure that the operating manuals, technical manuals, and other user documentation that it provides to Canada for use with the Custom Software describe the operation of the Custom Software in sufficient detail to enable appropriately trained users to use all functions and features of the Custom Software without the Contractor's assistance.

9.5. Conversion of Data Files

The Contractor must convert Canada's machine-readable data files, as they exist on any existing computer system used to fulfil all or part of Canada's then-current functional requirements, to data files designed for use with the Custom Software. Canada is responsible for the accuracy and the completeness of these data files. The Contractor is responsible for the accuracy and completeness of these data files after conversion and for their compatibility with the Custom Software.

9.6. Acceptance Procedures for Custom Software

- a. **Preparation for Testing.** Canada must prepare and provide to the Contractor acceptance test data before the date specified in the Contract for the start of pre-installation testing of the Custom

Software. Canada must consult with the Contractor in preparing such data; the Contractor must assist in such preparation to the extent indicated in the Contract. The Parties must use such data to determine whether the Custom Software, when executed on the hardware and its operating system, performs in accordance with the Functional Specifications and all other contractual requirements. The test data must be in the format and media required for direct input into the computer system, as provided in the Detailed Design Specifications.

- b. Acceptance Test Plan.** Following receipt of Canada's acceptance test data and before the date specified in the Contract for the start of acceptance testing of the Custom Software (the "Test Start Date"), the Contractor must provide to Canada an acceptance test plan (the "Acceptance Test Plan") for Canada's review and approval. The Acceptance Test Plan must consist of a description of a series of tasks and verifications, based on the acceptance test data, in sufficient detail to enable the Parties to determine whether the Custom Software performs in accordance with the Functional Specifications and all other contractual requirements.
- c. Conduct of Acceptance Testing.** On the Test Start Date, Canada must start the acceptance tests of the Custom Software using the pre-approved Acceptance Test Plan. Canada must conduct these acceptance tests during the period of time specified in the Contract. If the Contract does not specify any other acceptance testing period, Canada must conduct the acceptance tests over a 40 calendar day period from the Test Start Date. If the Custom Software passes the acceptance tests and if the Contractor has completed all other Work, Canada must promptly notify the Contractor that it has accepted the Custom Software.
- d. Failure to Pass Acceptance Tests.** If the Custom Software fails to pass the acceptance tests, Canada must so notify the Contractor, with a written description of the deficiencies, within 10 calendar days following the end of the acceptance testing period. Upon receipt of Canada's description of the deficiencies, the Contractor must, within 10 calendar days of receipt of such description, modify the Custom Software to correct the deficiencies. Canada must then repeat all the acceptance tests, at no additional cost to Canada, and the Contractor must ensure that the Custom Software passes the second set of acceptance tests within the acceptance testing period.
- e. Suspension of Acceptance Testing.** If Canada is unable to begin or continue the acceptance tests because of an event reasonably beyond its control, the acceptance tests may be temporarily suspended for a period of time not to exceed 60 calendar days. The time limits for testing will in such case be extended by the number of days of the suspension. If the delay exceeds 60 calendar days, the Parties must use reasonable efforts to negotiate a mutually acceptable amendment to the Contract.

9.7. Custom Software Warranty

- a. Definition of Warranty Period.** In this section entitled Custom Software Warranty, "Warranty Period" means a period of 90 calendar days beginning on the date of Canada's acceptance of the whole of the Work, with the exception only of warranty work.
- b. Contractor's Warranty.** Despite Canada's inspection and acceptance of the Custom Software, the Contractor warrants that, during the Warranty Period, the Custom Software will perform in accordance with the Functional Specifications and all other contractual requirements on the computer system on which the Custom Software is installed under the Contract.

- c. **Failures during Warranty Period.** If, during the Warranty Period, Canada notifies the Contractor of any failure of the Custom Software to perform in accordance with the Functional Specifications or any other requirement of the Contract, the Contractor must, as soon as possible, correct the Custom Software at no additional charge to Canada. If Canada reports such a failure to the Contractor, Canada must give the Contractor reasonable access to the computer system on which the Custom Software resides and provide such information as the Contractor may reasonably request in order to permit the Contractor to expeditiously correct the error which caused that failure.
- d. **Non-correctible Errors.** Canada acknowledges that, although the Contractor must use reasonable efforts to provide permanent corrections for all software errors, the Contractor may not be able to permanently correct certain errors under its warranty. The Contractor must, in such case, provide an effective software patch or by-pass. As a minimum, any such software patch or by-pass must cause the Custom Software to meet the functional and performance criteria set out in the Functional Specifications.
- e. **Errors resulting from Modifications.** The Contractor is not obligated to correct errors in the Custom Software that result from modifications to the Custom Software or any part of it unless those modifications were made by the Contractor or by someone authorized by the Contractor to perform those modifications.

10. HARDWARE

10.1. Firmware

- a. **Hardware Equipped with Firmware.** The Contractor must deliver the Hardware equipped with all the Firmware required for it to use all the Hardware's functions.
- b. **Ownership of Firmware.** The Contractor continues to own the Firmware. The Contractor grants to Canada a perpetual, non-exclusive, irrevocable, royalty-free license to use the Firmware with the Hardware. Canada may transfer this license if Canada transfers ownership of the Hardware to a third party. Any reference in the Contract to the Firmware being a deliverable is a reference to Canada's license to use the Firmware.
- c. **Contractor's Right to License Firmware.** The Contractor guarantees that it has the right to license the Firmware and full power and authority to grant to Canada the rights to use the Firmware and obtained all necessary consents to its grant of license to Canada.

10.2. Total System Responsibility

- a. **Hardware Part of Systems.** If the Contract provides that the Hardware is part of one or more Systems, the Contractor must supply such Systems as a whole and ensure that each System is available for Fully Functional Operation at all times.
- b. **Incorporating Government Property into System.** If the Contract provides that the Contractor must incorporate Government Property into the System, the Contractor's obligations under the immediately preceding paragraph entitled Hardware Part of Systems extend to such Government Property and the Contractor must in such case make any necessary adjustments to the Government Property to ensure its compatibility with the rest of the System. If Canada so requests during the

Hardware Warranty Period, the Contractor must promptly correct any failure of the System to conform to the Specifications that is caused by the improper interconnection or integration of any Government Property into the System. This provision survives acceptance of the Work.

- c. **Limitation of Contractor's Responsibility.** The Contractor is not responsible for a failure of the System to meet the Specifications if that failure is directly caused by a defect in any Government Property or by any failure of Government Property to meet its specifications. This does not apply, however, to any Government Property that the Contractor originally supplied to Canada, but that Canada then makes available to the Contractor for use under the Contract.
- d. **Inconsistency between Specifications.** If there is any inconsistency between the Specifications for an individual System component and the Specifications for the System as a whole, the Specifications for the System will prevail over the Specifications for any System component.

10.3. Ownership of the Purchased Hardware and Risk of Loss or Damage

- a. **Ownership of Hardware upon Acceptance.** Canada becomes the owner of the Hardware once Canada accepts it.
- b. **Ownership of Materials, etc.** If Canada pays the Contractor for any materials, parts, work-in-process, or finished Work, then Canada will own such items once it pays for them, unless ownership has already passed to Canada. The fact that ownership of any such items has transferred to Canada does not mean that Canada has accepted them, nor does it relieve the Contractor of its obligation to perform the Work in accordance with the Contract. Also, the risk of loss or damage to such items remains with the Contractor until they are delivered to Canada, even if ownership has transferred to Canada.
- c. **Contractor's Continuing Responsibility.** After delivery, the Contractor remains responsible for loss or damage to any part of the Work caused by the Contractor or any subcontractor or any person for whom either is responsible.
- d. **Right to Transfer Ownership.** The Contractor guarantees that it has the right to transfer ownership of the Hardware to Canada and that there are no liens, charges, or other claims affecting the Hardware. Once ownership passes to Canada, the Contractor must, if Canada requests, establish to the Contracting Authority's satisfaction that the title is free and clear of all such claims. If the Contracting Authority so requests, the Contractor must execute any transfer documentation and take any other necessary steps to perfect Canada's title.

10.4. Minimum Availability Level Requirement

- a. **Contract Specification.** Each item of Hardware must achieve the minimum availability level specified in the Contract during each month of the contract period.
- b. **Calculation of Availability Level.** The availability level achieved each month is calculated as follows:
Operational Use Time / [Operational Use Time + Downtime] x 100%.
- c. **Monitoring Availability Level**

- i. **Performance Monitoring.** The Contractor must monitor the performance of the Hardware and submit written monthly reports regarding the availability level for each calendar month. The Contractor must submit this report to the Contracting Authority and the Technical Authority within 30 calendar days of the end of the month covered by the report.

OR

Canada's Monitoring. Canada may monitor the availability level or perform testing at any time. }

- d. **Failure to Meet Minimum Level.** If any Hardware fails to meet the minimum availability level in any given month, the Contractor must immediately perform Hardware Maintenance Service to restore the Hardware to Fully Functional Operation at the minimum availability level.

10.5. Hardware Availability-Level Testing Before Acceptance - Contractor Install

- a. **Testing before Acceptance.** Canada may require availability-level testing before acceptance.
- b. **Start of Testing.** The Contractor must notify the Technical Authority once the Work under the section entitled Installation, Integration, and Configuration is complete and the Hardware is Ready for Use. Canada must start any availability-level testing within the later of five business days after receiving this notice and the Ready-for-Use date specified in the Contract.
- c. **Access to Hardware.** After the Contractor has notified Canada that it is Ready for Use or, if Canada is responsible for the installation, after the Hardware has been delivered to and installed by Canada, the Contractor must ensure that Canada has full access to the Hardware and that Canada can make unrestricted operational use of it. Canada must, however, at all times before it accepts the Hardware, give the Contractor priority access to the Hardware to maintain it and to perform its obligations under the Contract.
- d. **Passing the Availability Level Test.** To pass the availability-level test, the Hardware must achieve the minimum availability level for 30 consecutive calendar days within 90 calendar days of the beginning of testing. During availability-level testing, the Contractor must provide weekly written reports to Canada showing the Hardware performance in relation to the Minimum Availability Level.
- e. **Failing the Test.** If the Hardware does not pass the availability-level tests in the prescribed time, Canada may do one or more of the following:
 - i. require the Contractor to replace some or all of the Hardware with new Hardware, which would again be subject to availability-level testing and acceptance;
 - ii. extend the availability-level testing period; and
 - iii. terminate the Contract for default, at no cost to Canada.
- f. **Suspension of Testing.** If Canada does not carry out availability-level testing within the prescribed time, when the availability level of the Hardware is calculated, the time during which Canada otherwise would have conducted that testing will be considered uninterrupted Operational Use Time, unless Canada is unable to start or continue testing because of an event reasonably beyond its control. In that case, Canada may temporarily suspend the availability-level testing, in which case the time limits for testing will be extended by the number of days that testing is suspended, up to a maximum extension of 60 calendar days.

- g. Acceptance Date.** If Canada determines that the Hardware successfully passes the availability-level testing, which may include tests of any function of the Hardware to determine whether it meets the Specifications, the acceptance date will be considered to be the first day of the 30-day period in which the Hardware achieves the Minimum Availability Level.

11. DOCUMENTATION

11.1. Content

The Contractor must provide to Canada the same Hardware Documentation that it provides to other purchasers of similar hardware and include all supplements and revisions to the Hardware Documentation effective up to the Delivery Date. The Hardware Documentation must include at least all the documentation available to consumers from the manufacturer of the Hardware about the technical specifications of the Hardware and the Firmware, the installation requirements, and the operating instructions, as well as details about the software programs with which the Hardware functions, regardless of whether licenses to those software programs are provided under the Contract.

11.2. Guarantee of Documentation

The Contractor guarantees that the Hardware Documentation is sufficiently detailed to allow Canada to use and test all the Hardware's functions.

11.3. Detail of Maintenance Documentation

If the Contract states that the Contractor must provide maintenance documentation, the Contractor guarantees that the Hardware Documentation is sufficiently detailed to permit Canada to maintain and repair the Hardware properly and to test it for that purpose.

11.4. Delivery of Documentation

The Contractor must deliver the Hardware Documentation to Canada with the Hardware. If the Contractor delivers multiple Hardware units, the Contractor must provide one complete set of Hardware Documentation with each such item.

11.5. Updates to Documentation

If there are changes to the Hardware during the Term of the Contract, the Contractor must update the Hardware Documentation at no additional cost to Canada. The Contractor must provide these updates within 10 calendar days of the manufacturer making them available. If available from the manufacturer, the updates must include supporting documentation that identifies any problem resolved or enhancement made to the Hardware, any new features added, and any necessary installation instructions.

11.6. Language of Documentation

The Contractor must deliver the Hardware Documentation in both English and French unless the Contract provides otherwise.

12. INSPECTION AND ACCEPTANCE.

12.1. Acceptance.

- a. **Acceptance Testing.** Canada must accept the Hardware and all related Work. As part of its acceptance process, Canada may test any function of the Hardware to determine whether it meets the Specifications. If any of the Work does not meet the contractual requirements, Canada may either reject it or require that it be corrected at the Contractor's expense before accepting it. Canada is not liable to make any payments for the Hardware before acceptance.
- b. **Effect of Acceptance.** Canada's acceptance of the Hardware does not relieve the Contractor of its responsibility for defects or other failures to meet the contractual requirements or any of its warranty or maintenance obligations.
- c. **Acceptance Period for Licensed and Custom Software.** If the Contract states that the System consists of the Hardware together with Licensed Software or Custom Software or both, the period for conducting any acceptance tests for the System will be the same Acceptance Period as for the Hardware.
- d. **{| (Remove if section entitled "Hardware Availability-Level Testing Before Acceptance" is included.) Acceptance Procedure.** The procedure for acceptance is as follows:
 - i. **Notice that Hardware is Ready for Use.** The Contractor must notify the Contracting Authority once the Hardware is Ready for Use by referring to this provision of the Contract and requesting acceptance of the Work.
 - ii. **Acceptance Period.** Canada must perform its acceptance procedures within 30 calendar days of receipt of the Contractor's notice (the "Acceptance Period").
 - iii. **Notice of Deficiency.** If, during the Acceptance Period, Canada notifies the Contractor of any deficiency, the Contractor must promptly address the deficiency at no cost to Canada and notify Canada once the Work is complete, at which time Canada may re-inspect the Work and the Acceptance Period will start again.}

12.2. Inspection and Acceptance - Software.

- a. **Work Subject to Acceptance.** Canada may inspect all Licensed Programs that the Contractor delivers and all services that the Contractor provides under the Contract. If any of the Licensed Programs do not meet all the Contract requirements, Canada may either reject them or require that the Contractor correct them, at the Contractor's expense, before recommending payment.
- b. **Effect of Acceptance.** Canada's acceptance of any Licensed Programs or any services does not relieve the Contractor of its responsibility for any defects or other failures to meet the Contractor's contractual requirements.
- c. **Period of Acceptance.** The acceptance procedures are as follows:

- i. when the Work is complete, the Contractor must notify the Technical Authority in writing, with a copy to the Contracting Authority, by referring to this provision of the Contract and requesting acceptance of the Work, and
 - ii. Canada will have 30 calendar days from receipt of such notice to perform its inspection.
- d. **Notice of Deficiency.** If Canada notifies the Contractor of a deficiency during such acceptance period, the Contractor must address the deficiency as soon as possible and notify Canada once the Work is complete, at which time Canada may re-inspect the Work before acceptance, at which time the Acceptance Period will begin again.

13. BASIS OF PAYMENT.

13.1. Basis of Payment – Fixed Price (all Work)

In consideration of the Contractor satisfactorily completing its obligations under the Contract, Canada will pay the Contractor for the Work described in the "Annex Statement of Work" a fixed price of \$(**Contracting Authority to insert the amount at Contract award**). Customs duties are _____ (included and Applicable Taxes are extra.

13.2. Pricing Stability

The Contractor acknowledges that it is important to Canada to be able to continue to access Support Services for the Licensed Software after the Term of the Contract. The Contractor accordingly will continue to provide Support Services at reasonable annual rates and on all of the other terms as set out in the Contract, but only if the Parties sign a formal contract to evidence the change. For each of the two years that follow the end of the Term of the Contract, the Contractor hereby offers Canada annual rates that are the lesser of:

- a. the Contractor's then-current published rates,
- b. the previously contracted rates adjusted by the percentage difference in the Consumer Price Index as determined by Statistics Canada for the 12-month period immediately preceding the date on which the price change is to be effective, and
- c. One percent above the annual rates provided to Canada in the preceding year under this Contract or under any extension to the Term of the Contract, and the Contractor's obligations under this paragraph entitled Support Services – Pricing Stability will survive termination or expiration of the Contract.

13.3. Price Certification

The Contractor certifies that the price quoted is not in excess of the lowest price charged any other person for the like quality and quantity of the goods, services, or both.

14. PAYMENTS

14.1. Invoices.

- a. **Invoice Submission.** The Contractor must submit invoices for each delivery in accordance with the Contract. Each invoice must indicate whether it covers partial or final delivery.

b. Invoice Details. Invoices must show:

- i. the date, the name and address of the client department, item or reference numbers, deliverable or description of the Work, Contract ID, Client Reference Number, Business Number, and financial code(s);
 - ii. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - iii. deduction for holdback, if applicable;
 - iv. the extension of the totals, if applicable;
 - v. if applicable, the method of delivery together with date, case numbers and part or reference numbers, shipment charges and any other additional charges; and
 - vi. Applicable Taxes as a separate item along with corresponding registration numbers from the tax authorities. The Contractor must identify on all invoices all items that are zero-rated, exempt or to which Applicable Taxes do not apply.
- c. Payment of Taxes.** Canada will pay Applicable Taxes. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate. The Contractor must pay Applicable Taxes, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- d. Exemptions.** The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law.
- e. Withholding for Non-Residents.** Canada will withhold 15 percent of the amount to pay the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada unless the Contractor obtains a valid waiver from the Canada Revenue Agency.

14.2. Invoicing Instructions.

- a. **Invoice Submission.** The Contractor cannot submit any invoices until all Work identified in the invoice is completed.
- b. **Invoice Support.** The Contractor must support each invoice with **{| Use the following paragraph when invoices must be accompanied by supporting documents. The documents listed are examples only and must be revised to reflect the requirement. Delete this paragraph if no supporting documents are required.**
 - i. a copy of time sheets to support the time claimed,
 - ii. a copy of the release document and any other required documents,
 - iii. a copy of the invoices, receipts, and vouchers for all direct expenses, and all travel and living expenses, and

iv. a copy of the monthly progress report.

c. **Invoice Distribution.** The Contractor must forward:

i. the invoice to the address shown on page 1 of the Contract for certification and payment.

OR

ii. the invoice to the following address for certification and payment:

(To be completed at contract award.)

iii. one copy to the Contracting Authority.

14.3. Payment Period

Canada will pay the Contractor's undisputed invoice amount within 30 days after receipt of invoice in acceptable form and content. In the event an invoice is not of an acceptable form and content, Canada will notify the Contractor within 15 days of receipt and the 30-day payment period will begin on receipt of a conforming invoice.

14.4. Late Payments

- a. **Interest on Late Payments.** Canada will pay the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is Overdue, from the date that amount becomes Overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest payable.
- b. **Exceptions.** Canada will pay interest only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on Overdue advance payments.

14.5. Electronic Payment of Invoices

The Contractor accepts that Canada will use the following electronic payment instruments:

{Remove what does not apply at contract award: }

- 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)}

14.6. Right to Set-Off

When Canada makes a payment to the Contractor, Canada may deduct any amount payable to Canada by the Contractor under this or any other current contract.

14.7. Taxes

- a. Federal government departments and agencies are required to pay Applicable Taxes.
- b. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- c. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- d. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between offer submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before offer submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- e. Tax Withholding of 15 Percent – Canada Revenue Agency.
Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

15. METHOD OF PAYMENT

15.1. Milestone Payments **{To be completed at contract award}**

Canada will make milestone payments in accordance with the Schedule of Milestones, if:

- a. the Contractor has properly submitted an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment along with any other necessary documents,
- b. the parties' authorized representatives have signed all the certificates appearing on form [PWGSC-TPSGC 1111](#), and
- c. the Contractor has completed, and Canada has accepted, all Work associated with the milestone and any applicable deliverable.

15.2. Schedule of Milestones

Canada will make milestone payment as follows:

{ To be completed at contract award if applicable. }

Milestone No.	Description or "Deliverable"	Firm Amount	Due Date or "Delivery Date"
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16. WARRANTIES

16.1. Hardware Warranty.

- a. **Hardware Warranty Period.** Even if Canada has accepted the Work, the Contractor guarantees that, throughout the Hardware Warranty Period, the Hardware will be free from all defects in materials or workmanship, be free from all design defects, and conform to the contractual requirements. Because Canada may accept items of Hardware on different days, the Hardware Warranty Period for such different items may begin and end on different days. If the Contract provides that the System consists of the Hardware together with Licensed Software or Custom Software or both, the Hardware Warranty Period will also apply to such Licensed Software and Custom Software components of the System and this longer period will apply to all the Contractor's warranty, maintenance, and support obligations.
- b. **Exclusions.** This warranty does not apply to a specific item of Hardware if the only reason that item fails to conform to the Specifications is because
 - i. Canada is negligent or does not use the Hardware in accordance with the Specifications;
 - ii. electric power or air conditioning or humidity control at the site does not perform according to any special site preparation requirements described in the Contract;
 - iii. a person other than the Contractor, a subcontractor, or a person approved by either of them modifies the Hardware or attaches equipment to the Hardware that was not designed or approved for use with the Hardware by the Contractor, a subcontractor, or the manufacturer of the Hardware; or
 - iv. Canada uses consumable supplies or materials in or on the Hardware that are supplied by a person other than the Contractor or a subcontractor or a person for whom either of them is responsible, if those supplies or materials do not conform to the Specifications or to the Hardware manufacturer's instructions to consumers.
- c. **Hardware Maintenance Service.** The Contractor must provide Hardware Maintenance Service for the Hardware throughout the Hardware Warranty Period. All charges and costs associated with providing such Hardware Maintenance Service are included in the price of the Hardware. The Contractor must continue to provide Hardware Maintenance Service for any part of the Hardware that is repaired, replaced, or otherwise made good as part of the Hardware Maintenance Service for the remainder of the Hardware Warranty Period that applied to the original item of Hardware.

16.2. Software Warranty

- a. **General Warranty.** The Contractor warrants that, throughout the Software Warranty Period, the Licensed Programs will operate on the computer system or systems on which the Licensed Programs are installed in accordance with the Software Documentation and the Specifications.
- b. **Non-correctible Errors.** Canada acknowledges that, although the Contractor must use reasonable efforts to provide permanent corrections for all Errors, the Contractor may not be able to permanently correct certain Errors under the warranty. The Contractor must, in such case, provide an effective Software Patch or by-pass. As a minimum, any such patch or by-pass must cause the Licensed Programs to meet the functional and performance criteria set out in the Software Documentation and the Specifications.
- c. **Documentation Warranty.** The Contractor warrants that, throughout the Software Warranty Period, the Software Documentation will be free from all defects in materials and will conform with the requirements of the Contract. If, during that time, Canada discovers a defect or non-conformance in any part of the Software Documentation, the Contractor must, if Canada so requests, promptly and at its own expense, correct such defects or non-conforming parts.
- d. **Media Warranty.** The Contractor warrants that, throughout the Software Warranty Period, the Media will be free from all defects in materials or workmanship, will conform with the requirements of the Contract, and will be free from computer viruses. Canada may, during that time, return non-conforming or defective Media to the Contractor with notice of the non-conformance or the defect. The Contractor must in such case, promptly and at its own cost, replace that Media with corrected Media.
- e. **Continuing Warranty Obligations.** If the Contractor must perform Support Services for the Licensed Software during the Software Warranty Period, the Contractor's support provisions will not be interpreted so as to derogate from the warranty provisions set out in this section entitled Warranty.
- f. **Effect of Inspection and Acceptance.** The warranty contained in this section entitled Warranty will survive Canada's inspection and acceptance of the Work do not restrict any of Canada's rights.
- g. **Error Correction.** If, during the Software Warranty Period, any Licensed Program fails to meet the Contractor's warranty and if Canada so requests, the Contractor must, promptly and at its own expense, correct any Errors and make any necessary modifications to the Licensed Software in order to keep the Licensed Programs operating properly in accordance with the Software Documentation and the Specifications.

17. OWNERSHIP AND RISK OF LOSS

17.1. Ownership of Media

- a. **Definition of Media.** For the purposes of this section entitled Ownership of Media, the term "media" does not include the information stored on such media.
- b. **Ownership of Media.** Canada will own all media containing any of the Custom Software, as well as any specification, design, prototype, or any other information that the Contractor provides as part of the Work, upon the earlier of the date of delivery of the Work to Canada and the date of Canada's payment to the Contractor for or on account of the media or the information stored on it. The transfer

of ownership of the media to Canada does not constitute Canada's acceptance of the media or of the information stored on it and it does not relieve the Contractor of its obligation to perform the Work in accordance with the requirements of the contract.

- c. **Information stored on Media.** The intellectual property rights in the information stored on the media become the property of [Canada **OR** the Contractor].

17.2. Ownership of Developed Custom Software – Canada

- a. **Definition of Developed Custom Software.** For the purposes of this section, "Developed Custom Software" includes object code, source code, documentation, databases, specifications, designs, prototypes and other related information conceived, developed or produced as part of the Work performed under the Contract.
- b. **Ownership of Developed Custom Software.** The Developed Custom Software belongs to Canada.

17.3. Title

Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

17.4. Risk of Loss – Media

Risk of loss of or damage to the media or to the information stored on it will pass to Canada upon delivery of the media to Canada. If, however, the Contractor has retained a copy of the information that was stored on the media, the Contractor must, upon Canada's request, replace the lost or damaged media or information at no additional charge to Canada except for costs reasonably and properly incurred in doing so. The Contractor remains liable for loss of or damage to the media and the information stored on it that is caused by the Contractor or any of its subcontractors after delivery.

17.5. Records and Disclosure of Foreground Information.

- a. **Maintaining and Disclosing Records.** During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation, ownership and about any sale or transfer of any right in the Foreground Information. The Contractor must report and fully disclose to Canada all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information when requested by the Contracting Authority or a representative of the department or agency for which the Contract is performed, whether before or after the completion of the Contract.
- b. **Canada's Access to Records.** Before and after final payment to the Contractor, the Contractor must provide Canada with access to all records and supporting data that Canada considers pertinent to the identification of Foreground Information.
- c. **Ownership of Intellectual Property.** For any Intellectual Property that was developed or created in relation to the Work, Canada will be entitled to assume that it was developed or created by Canada, if the Contractor's records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Canada.

17.6. Ownership of Intellectual Property Rights in Foreground Information.

- a. **IP Rights in Foreground Information.** All Intellectual Property Rights in the Foreground Information belong to the Contractor as soon as they come into existence.
- b. **Canada's Rights.** Despite the Contractor's ownership of all the Intellectual Property Rights in the Foreground Information, Canada has unrestricted ownership rights in any prototype, model, custom or customized system or equipment that is a deliverable under the Contract, including manuals and other operating and maintenance documents. This includes the right to make them available for public use, whether for a fee or otherwise, sell them or otherwise transfer ownership in them.
- c. **Contractor's Collection of Personal Information.** Any personal information, as defined in the [Privacy Act](#), R.S., 1985, c. P-21, collected by the Contractor in the execution of the Work under the Contract becomes the property of Canada immediately upon collection and must be used only for the performance of the Work. The Contractor has no right in any such personal information.
- d. **IP Rights in Compilations.** If the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada and any personal information referred to above, the Intellectual Property Rights in the database or compilation containing such information will belong to Canada. The Contractor's Intellectual Property Rights in the Foreground Information are restricted to those capable of being exploited without the use of the information or data supplied by Canada and the personal information.
- e. **Confidentiality and Return of Information.** The Contractor must maintain the confidentiality of the information or data supplied by Canada and the personal information as required in the General Conditions. The Contractor must return all the information belonging to Canada on request or on completion or termination of the Contract. This includes returning all hard copies and electronic copies as well as any paper or electronic record that contains any part of the information or information derived from it.

17.7. Licenses to Intellectual Property Rights in Foreground and Background Information

- a. **License to IP.** As Canada has contributed to the cost of developing the Foreground Information, the Contractor grants to Canada a license to exercise all Intellectual Property Rights in the Foreground Information for Canada's activities. Subject to any exception described in the Contract, this license allows Canada to do anything that it would be able to do if it were the owner of the Foreground Information, other than exploit it commercially and transfer or assign ownership of it. The Contractor also grants to Canada a license to use the Background Information to the extent that it is reasonably necessary for Canada to exercise fully all its rights in the deliverables and in the Foreground Information.
- b. **Extent of License.** These licenses are non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. Neither license can be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrap or click-wrap license or any other kind of packaging, attached to any deliverable.
- c. **Included Rights.** For greater certainty, Canada's licenses include, but are not limited to:
 - i. the right to disclose the Foreground and Background Information to third parties offering on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to offer on, negotiate or carry out those contracts;
 - ii. the right to disclose the Foreground and Background Information to other governments for information purposes;
 - iii. the right to reproduce, modify, improve, develop or translate the Foreground and Background Information or have it done by a person hired by Canada, Canada, or a person designated by

Canada, will own the Intellectual Property Rights associated with the reproduction, modification, improvement, development or translation.

- iv. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the right, in relation to any custom-designed or custom-manufactured part of the Work, to exercise such of the Intellectual Property Rights in the Background Information as may be required for the following purposes:
 - 1. for the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
 - 2. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul;
- v. for Software that is custom designed for Canada, the right to use any source code the Contractor must deliver to Canada under the Contract.
- d. **Background Information.** The Contractor agrees to make the Background Information, including in the case of Software, the source code promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.

17.8. Contractor's Right to Grant Licenses. The Contractor represents and warrants that it has the right to grant to Canada the licenses and any other rights to use the Foreground and Background Information. If the Intellectual Property Rights in any Foreground or Background Information are or will be owned by a subcontractor or any other third party, the Contractor must have or obtain promptly a license from that subcontractor or third party that permits compliance with the clause titled "Licenses to Intellectual Property Rights in Foreground and Background Information" or arrange, without delay, for the subcontractor or third party to grant promptly any required license directly to Canada.

17.9. Ownership of Licensed Software

- a. **Title of Licensed Software.** Canada acknowledges that the Contractor is the holder of the Copyright to the Licensed Software and holds title to the Licensed Software.
- b. **Copyright.** The Copyright holder will retain copyright in any ensuing corrections or improvements they make to the work.

17.10. Waiver of Moral Rights. If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the [Copyright Act](#), R.S., 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.

17.11. License to Intellectual Property Rights in Canada's Information.

- a. **Canada's Ownership of Information.** Any information supplied by Canada to the Contractor for the performance of the Work remains the property of Canada. The Contractor must use Canada's Information only to perform the Contract.
- b. **Contractor's Use of Information.** If the Contractor wants to use any information owned by Canada for the commercial exploitation or further development of the Foreground Information, the Contractor must obtain a license from the department or agency for which the Contract is performed. In its

request for a license to that department or agency, the Contractor must explain why the license is required and how the Contractor intends to use the information. If the department or agency agrees to grant a license, its terms will be negotiated between the Contractor and that department or agency and may include the payment of a compensation to Canada.

17.12. Transfer or License of Contractor's Rights.

- a. **Need for Contracting Authority's Consent to Sale, etc.** During the Contract, the Contractor must not sell, transfer, assign or license the Foreground Information without first obtaining the Contracting Authority's written permission.
- b. **Transfer of Ownership in Foreground Information.** After the Contract, if the Contractor transfer ownership in the Foreground Information, the Contractor is not required to obtain Canada's permission, but must notify the department or agency for whom the Contract is performed in writing of the transfer by referring to the serial number of the Contract and its date and by providing details about the transferee, including the conditions of the transfer. The Contractor must ensure that the transfer requires the transferee to notify Canada of any future transfer. Any transfer must be subject to all Canada's rights to use the Foreground Information.
- c. **Grant of Rights in Foreground Information.** After the Contract, if the Contractor grants a license or any other right (other than a transfer of ownership) to a third party to use the Foreground Information, the Contractor is not required to notify Canada, but the license or right granted must not affect Canada's rights in any way.
- d. **Interference with Canada's Rights in Foreground Information.** If the Contractor at any time transfers ownership of or grants rights in the Foreground Information that interfere in any way with Canada's rights to use the Foreground Information, the Contractor must, if requested by Canada, immediately take all steps necessary to restore Canada's rights. If the Contractor is not successful in doing so, within the time reasonably required by Canada, the Contractor must immediately reimburse Canada for all costs Canada incurs to do so itself.

17.13. Products Created Using the Foreground Information. If the Contractor uses the Foreground Information to develop any new product or any improvement in any existing product, the Contractor agrees that, if Canada wishes to purchase such new or improved product, the Contractor must sell them to Canada at a discount off the lowest price for which it has sold those products to other customers, to recognize Canada's financial contribution to the development of those products.

17.14. Risk of Loss -Software

Risk of loss of or damage to the Licensed Software or the Media, or to any part of them, will pass to Canada upon delivery to Canada, of the Licensed Software or the Media, or that part, but the Contractor remains liable for any loss or damage to the Licensed Software or Media caused by the Contractor or any of its subcontractors after delivery.

18. GOVERNMENT PROPERTY

18.1. Care of Property

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

19. USE AND TRANSLATION OF WRITTEN MATERIAL

19.1. Copyright and Right to Use

Unless provided otherwise in the Contract, copyright in any written material used, produced or delivered under the Contract belongs to its author or rightful owner. Canada has the right to use, copy and disclose, for government purposes, the written material related to the Work that is delivered to Canada.

19.2. Translated Materials

If the Contract does not require the delivery of any written material in both of Canada's official languages, Canada may translate the written material into the other official language. The Contractor acknowledges that Canada owns the rights on the translation and that Canada is under no obligation to provide the translation to the Contractor. Canada agrees that any translation must include any copyright and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

20. CONFIDENTIALITY

20.1. Confidentiality Obligations

- a. **Contractor's Obligations.** The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work. This includes any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform a subcontract as long as the subcontractor agrees to keep the information confidential, and the subcontractor only uses the information to perform a subcontract.
- b. **Canada's Obligations.** Subject to the [Access to Information Act](#) and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.

20.2. Use Solely for the Purpose

The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be.

20.3. Non-Confidential Information

The obligations of the Parties set out in this section do not apply to any information if the information:

- a. is publicly available from a source other than the other Party; or
- b. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or

- c. is developed by a Party without the use of the information of the other Party.

21. DATA PROTECTION AND PRIVACY

21.1. Protected Information.

- a. **Standard of Care.** If the Contract, the Work, or any confidential information is identified as TOP SECRET, SECRET, CONFIDENTIAL, PROTECTED, COSMIC TOP SECRET, NATO SECRET, NATO CONFIDENTIAL, or NATO RESTRICTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Contract Security Manual and its supplements and any other instructions issued by Canada.
- b. **Inspection.** If the Contract, the Work, or any information is identified as TOP SECRET, SECRET, CONFIDENTIAL, PROTECTED, COSMIC TOP SECRET, NATO SECRET, NATO CONFIDENTIAL, or NATO RESTRICTED by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the Contract Period. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

22. Access to Information.

22.1. Access to Information. Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

23. ACCOUNTS AND AUDIT

23.1. Accounts and Records.

- a. **Requirement to Keep Records.** The Contractor must maintain complete and accurate records of the estimated and actual cost of the Work, to enable Canada to determine whether the Contractor has performed the Work, the price charged for the Work is in accordance with the Contract terms and Canada has achieved best value.
- b. **Types of Records.** Such records include all tender calls, quotations, contracts, correspondence, source documents for accounting entries such as Excel or other spread sheets in numeric and machine readable form (not PDF copies), books and ledgers of initial accounting entries, work sheets, spreadsheets and other documentation supporting cost allocations, computations, reconciliations and assumptions made by the Contractor in relation to the Contract. The Contractor can only use copies if originals are unavailable due to unusual circumstances, such as fire, flood or theft.

- c. **Accounting System.** The Contractor must establish and maintain an accounting system that enables Canada to readily identify these records.
- d. **Availability of Records.** The Contractor must make these records available on request, for examination by Canada, or by Canada's representatives during normal business hours at the Contractor's office or place of business. If no such location is available, then the Contractor must make financial records, with the supporting or underlying documents and records, available for examination at a time and location that is convenient for Canada.
- e. **Retention of Records.** The Contractor must maintain such records, and Canada and its authorized representatives may examine such records, at all times during the period of this Contract and until the later of seven years after final payment and the settlement of all outstanding claims and disputes. Should an examination reveal any overpayments by Canada, these will be claimed by Canada and immediately repaid by the Contractor.
- f. **Review by Canada.** Canada and its authorized representatives may examine, and make copies of, or extract from, all such records in whatever form they may be kept, relating to or pertaining to this Contract, including but not limited to those kept by the Contractor, its employees, agents, successors, and subcontractors.
- g. **Full Compliance.** The Contractor must ensure that all subcontractors and affiliates comply with the requirements of this clause.

23.2. Time Records

If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

24. INSURANCE

24.1. Insurance Requirements

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

25. CERTIFICATIONS AND ADDITIONAL INFORMATION

25.1. Compliance with Certifications

Unless specified otherwise, the Contractor will be in default if it does not continuously comply with the certifications it provided in its offer or before contract award or if the Contractor does not provide evidence about its compliance when requested by the Contracting Authority. Canada may verify the Contractor's certifications throughout the Contract Period.

25.2. Compliance with Laws

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

25.3. Compliance with Code of Conduct

The Contractor must comply with the [Code of Conduct for Procurement](#).

25.4. Contingency Fees

The Contractor certifies and agrees that it has not paid and will not pay, directly or indirectly, any contingency fee for the solicitation, negotiation or obtaining of the Contract to any person (including, without limitation any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#)), other than an employee of the Contractor acting in the normal course of the employee's duties. In this section:

- a. contingency fee means any payment or other compensation that depends or is calculated based on a degree of success in solicitating, negotiating or obtaining the Contract; and
- b. "person" included any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#) 1985, c. 44 (4th Supplement).

25.5. No Bribe

The Contractor certifies that it has not and will not offer, promise, give or pay any bribe, gift, benefit, or other inducement directly or indirectly to any official or employee of Canada or to any member of their family, in order to influence the issuance or administration of the Contract.

25.6. No Influence; No Financial Interest

The Contractor must not influence, seek to influence, or otherwise take part in any decision of Canada that might further the Contractor's own interests. The Contractor must have no financial interest in the business of any third party that causes or would appear to cause a conflict of interest in connection with the performance of the Work. The Contractor must immediately declare any such financial interest to the Contracting Authority.

25.7. No Conflict

The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in its performance of the Contract. If the Contractor becomes aware of any matter that causes or is likely to cause such a conflict, the Contractor must immediately disclose it to the Contracting Authority. If the Contracting Authority is of the reasonable opinion that such a conflict exists, it may either (i) require the Contractor to take steps to deal with the conflict or (ii) terminate the Contract for default. In this section, "conflict" means any matter, circumstance, interest, or activity affecting the Contractor, its personnel, or its subcontractors, that may impair or may appear to impair its ability to perform the Work diligently and independently.

25.8. Ethics Codes for Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of interest Act](#), the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct or indirect benefit from the Contract.

25.9. Integrity Provisions

The Contract incorporates the *Ineligibility and Suspension Policy* and all related Directives incorporated by reference into the solicitation of offers on its closing date, and form a binding part of the Contract. The Contractor must comply with the provisions of the *Ineligibility and Suspension Policy* and Directives, found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

25.10. Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor 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 throughout the Contract Period. If the AIEE becomes invalid, Canada will add the name of the Contractor to the "FCP Limited Eligibility to Offer" list. The imposition of such a sanction by ESDC will result in the Contractor being in default.

25.11. Harassment in the Workplace.

- a. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Directive on the Prevention and Resolution of Workplace Harassment and Violence](#), which also applies to the Contractor, is available on the Treasury Board Web site.
- b. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. Canada will advise the Contractor in writing of any complaint and the Contractor will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, make a determination regarding the validity of the complaint and decide on any action required.

25.12. Invoice Submittal Certification

By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

25.13. Certification of Electrical Equipment

The Contractor guarantees that all electrical equipment delivered under the Contract either

- a. is certified by an organization accredited by the Standards Council of Canada in accordance with Part I of the Canadian Electrical Code, or
- b. has been inspected by an organization acceptable to the Chief Electrical Inspector in the province, territory, or city in Canada where the Contractor will deliver the electrical equipment, in which case the Contractor must present evidence of this inspection if Canada so requests.

26. Proactive Disclosure of Contracts with Former Public Servants.

26.1. 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 Offeror 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.

27. INTERNATIONAL SANCTIONS

27.1. Sanctions Limitations

Canada cannot accept delivery of goods or services that originate, directly or indirectly, from the countries or persons subject to [economic sanctions](#).

27.2. Contractor Obligations

- a. The Contractor must:
 - i. not supply to the Government of Canada any goods or services that are subject to economic sanctions,
 - ii. comply with changes to the regulations imposed during the Contract Period, and
 - iii. immediately advise Canada if it is unable to perform the Work because of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services.
- b. If the Parties cannot agree on a workaround plan, Canada will terminate the Contract for convenience.

28. ANTI-FORCED LABOUR REQUIREMENTS

28.1. Contractor's Statement

The Contractor states that the Work is not mined, manufactured, or produced wholly or in part by forced labour. In performing the Contract and regardless of who acts as an importer, the Contractor must not, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited under ss. 136(1) of the Customs Tariff Act and tariff item No. 9897.00.00 of the [Customs Tariff](#) – Schedule (as amended from time to time), because it is mined, manufactured, or produced wholly or in part by forced labour.

28.2. Effect of Tariff Classification Determination or Investigation

If a tariff classification determination is made under the Customs Act that the importation of the Work or any part of the Work is prohibited, the Contractor must immediately so notify the Contracting Authority. If the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the [Customs Tariff](#) – Schedule as mined, manufactured, or produced wholly or in part by forced labour, Canada may immediately terminate the Contract for default. If the Contractor is aware that the Work, or any part of it, is being or has been investigated regarding whether it is prohibited from entry under to tariff item No. 9897.00.00, the Contractor must immediately notify the Contracting Authority of that investigation.

28.3. Canada's Reasonable Grounds for Termination

If Canada has reasonable grounds to believe the Work was or is mined, manufactured, or produced in whole or in part by forced labour or was or is linked to human trafficking, Canada may terminate the Contract for default. Reasonable grounds for making such a determination may include

- a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the [US Trade Facilitation and Trade Enforcement Act](#) (TFTEA) of 2015, or
- b. Credible evidence from a reliable source.

28.4. Contractor's Conviction in Canada of Specified Offences

Canada may terminate the Contract for default if the Contractor has, in the past three years, been convicted of any of the following offences under the [Criminal Code](#) or the [Immigration and Refugee Protection Act](#):

- a. **Criminal Code.**
 - i. section 279.01 (Trafficking in persons),
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years),
 - iii. subsection 279.02(1) (Material benefit - trafficking),
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years),
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking),
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years),
or
- b. **Immigration and Refugee Protection Act.**
 - i. section 118 (Trafficking in persons).

28.5. Contractor's Conviction Abroad of Similar Offences

If the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in the immediately preceding paragraph entitled Contractor's Conviction in Canada of Specified Offences, Canada may immediately terminate the Contract for default.

28.6. Determination of Similarity of Offences

For the purposes of determining whether a foreign offence is similar to a listed offence, Canada will take into account the following factors:

- a. in the case of a conviction, whether the court acted within its jurisdiction,
- b. whether the Contractor was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction,
- c. whether the court's decision was obtained by fraud, or
- d. whether the Contractor was entitled to present to the court every defence that the Contractor would have been entitled to present if the proceeding had been tried in Canada.

28.7. Representations from Contractor

If Canada intends to terminate the Contract under this section, Canada will so inform the Contractor and give the Contractor an opportunity to make written representations before making a final decision. Unless Canada establishes a different deadline, the Contractor must submit such written representations within 30 calendar days from receiving Canada's notice of concern.

29. TERMINATION AND SUSPENSION

29.1. Termination on Default.

- a. **Right to Terminate.** Canada may, by giving written notice to the Contractor, terminate the Contract or any part of the Contract if the Contractor
 - i. fails to perform any term of the Contract, or
 - ii. becomes bankrupt, makes an assignment for the benefit of creditors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made, or a resolution passed for the winding-up of the Contractor.
- b. **Effect of Termination.**
 - i. For (a)(i) above, the termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
 - ii. For (a)(ii) above, the termination will take effect immediately.
 - iii. **No Further Payment.** If Canada terminates the Contract for default, the Contractor will have no claim for further payment except as provided in this section.
 - iv. **Payment of Outstanding Amounts.** The Contractor must immediately pay Canada any amounts paid by Canada, including milestone payments, and all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source.
 - v. **Refund of Advance Payments.** The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
 - vi. **Maximum Payment.** The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.
 - vii. **Completed Parts of the Work.** Upon termination of the Contract for default, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:

1. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 2. the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.
- c. **Termination in Error.** If the Contract is terminated for default, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience.

29.2. Suspension of the Work

- a. **Right to Suspend Work.** The Contractor must not suspend or stop work unless ordered by Canada. Canada may, by written notice, at any time, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not limit access to any part of the Work without first obtaining the written consent of the Contracting Authority. Within this period, the Contracting Authority must either cancel the order or terminate the Contract in accordance with the Termination terms of the Contract.
- b. **Effect of Suspension.** When Canada suspends the Work, Canada will pay the Contractor its additional costs incurred because of the suspension plus a fair and reasonable profit as determined by Canada in accordance with the Termination for Convenience clause of the Contract, unless the Contracting Authority terminates the Contract for default, or the Contractor abandons the Contract.
- c. **Resumption of Work.** When Canada cancels a suspension, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Canada will make any equitable adjustments as necessary to any affected conditions of the Contract.

29.3. Termination for Convenience – Software License

- a. **Right to Terminate.** Canada may terminate the Contract for convenience in whole or in part by giving written notice to the Contractor. The termination for convenience will take effect immediately or at the time specified in the termination notice.
- b. **Effect of Termination.** Upon termination for convenience of the Contract
 - i. the Contractor must comply with the requirements of the termination notice; or
 - ii. if Canada terminates the Contract in part only, the Contractor must proceed to complete any part of the Work that is not part of the termination notice.

- c. Refund of Prepaid Amounts.** If Canada has prepaid any amounts for the Contractor's services and terminates those services for convenience, the Contractor shall immediately refund to Canada the unliquidated portion of any such prepaid amounts. The Contractor will in such case
- i. calculate the charges for its services up to the date of termination on a pro rata basis of a 12-month year and a 30-day month, and
 - ii. pay Canada interest on the balance owing from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1 ¼ percent per annum.
- d. Payments.** Canada will pay the Contractor
- i. according to the Basis of Payment, for any part of the Work delivered, inspected, and accepted whether completed before, or after the termination in accordance with the Contract;
 - ii. costs incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts, for any part of the Work commenced, but not completed, before the date of the termination notice; and
 - iii. costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
- e. Maximum Payment.** The total of the amounts, which Canada may pay the Contractor under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
- f. Acknowledgments.**
- i. **Claims.** The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides;
 - ii. **Anticipated Profits.** The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
 - iii. **Repayments.** The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

30. REMEDIES AND LIABILITIES

30.1. Limitation of Liability - Information Management and Information Technology

- a. **Contractor's Liability.** This section applies despite any other provision of the Contract. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The

Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.

b. First Party Liability

- i. Performance or Failure to Perform Contract.** The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
1. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 2. physical injury, including death.
- ii. Real and Personal Property.** The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Breach of Confidentiality.** Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. Already-paid Work.** The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i) above.
- v. Other Damages.** The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
1. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and
 2. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (2) of the greater of **[insert number of times]** times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or **[\$[Insert the amount from the appropriate commodity grouping]**.
In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or **[\$[insert the dollar amount entered in subparagraph (2)]**, whichever is more.

vi. Canada's Records or Data. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

c. Third Party Claims.

- i. Amount of Liability.** Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. Joint and Several Liability.** If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. Extent of Liability.** The Parties are only liable to one another for damages to third parties to the extent described in "Third Party Claims".

31. INTELLECTUAL PROPERTY INFRINGEMENT AND ROYALTIES

31.1. Third-Party Claims

- a. Notification.** The Parties agree to immediately notify the other Party in the event a third party makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work.
- b. Defense.** Canada must control the defense of third-party intellectual property infringement or royalty claims or request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable because of the claim, including the amount of any settlement.
- c. Settlement.** The Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- d. Exceptions.** The Contractor has no obligation regarding claims only made because:

- i. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- ii. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications or other documentation); or
- iii. the Contractor used equipment, drawings, Specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- iv. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "(Name of Supplier) acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under the contract infringes any intellectual property right, (Name of Supplier), if requested to do so by either (Name of Contractor) or Canada, will defend both (Name of Contractor) and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

31.2. Contractor Obligations

- a. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - i. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - ii. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - iii. take back the Work and refund any part of the Contract Price that Canada has already paid.
- b. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (iii), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

31.3. Damages Caused by Contractor

If Canada is required because of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada any amount determined by a final judgment of a court of competent jurisdiction or by arbitration to be the Contractor's portion of the damages to the third party.

32. GENERAL PROVISIONS

32.1. Status of Contractor

The Contractor is an independent contractor engaged by Canada to perform the Work. The Contract does not create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel are an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

32.2. Entire Agreement

The Contract and the offer document are the entire agreement between the Parties and supersedes all previous negotiations, communications and agreements.

32.3. Amendment

- a. Amendments to the Contract must be in writing and signed by the Parties.
- b. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in writing and signed by the Parties.

32.4. Counterparts

The Parties may execute the Contract in several counterparts, each of which is an original and all of which constitute one single agreement between the Parties.

32.5. Assignment

- a. The Contractor may only assign this agreement if :
 - i. Canada agrees to the assignment in writing; and
 - ii. the Contractor remains responsible for the assignee's performance.
- b. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.

32.6. Successors and Assigns

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

32.7. Notice

All notices or other communications required or permitted by the Contract must be in writing or electronic method and delivered to the Contracting Authority for Canada and the Contractor's Representative for the Contractor. Any notice is effective on the day received.

32.8. Applicable Laws

The laws in force in **(To be inserted at contract award)** will govern the Contract and the relations between the Parties and be used to interpret the Contract. The Contractor must comply with all laws applicable to the performance of the Contract and provide evidence of compliance with those laws to Canada if requested by the Contracting Authority.

32.9. Dispute Resolution

- a. **Open Communication Between Parties.** The Parties agree to maintain open and honest communication about the Work during and after the period of the Contract.
- b. **Parties' Cooperation.** The Parties agree to consult and co-operate with each other to further the objectives of the Contract. They will promptly notify each other of, and attempt to resolve, any problems or differences that may arise.
- c. **Alternative Dispute Resolution.** If the Parties cannot resolve a dispute through consultation and cooperation, they will consult a neutral third party that offers alternative dispute resolution services.
- d. **Dispute Resolution Options.** Parties can find alternative dispute resolution options on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

32.10. Powers of Canada

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

32.11. Time of the Essence

It is essential that the Contractor deliver or perform the Work within or at the time stated in the Contract.

32.12. Excusable Delay

- a. **Definition of Excusable Delay.** A delay in the performance by the Contractor or Canada of any obligation under the Contract that is caused by an event that
 - i. is beyond the reasonable control of the party,
 - ii. could not reasonably have been foreseen,
 - iii. could not reasonably have been prevented by means reasonably available to the party, and
 - iv. occurred without the fault or neglect of the party, is an "Excusable Delay" if the party advises the other party's Contracting Authority or the Contractor's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the party becomes aware of it. The party must also advise the other, within 15 Business Days, of all the circumstances relating to the delay and provide to the Contracting Authority or Contractor's Representative for approval a clear workaround plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
- b. **Postponement of Delivery.** Either party will postpone for a reasonable time any delivery date or another date directly affected by an Excusable Delay. Any postponement will not exceed the duration of the Excusable Delay.
- c. **Right to Terminate.** However, if an Excusable Delay has continued for 30 days or more, the party may terminate the Contract on written notice to the other party. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor

agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

- d. Liability for Costs Incurred.** Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents because of an Excusable Delay.
- e. Delivery of Completed Work.** If Canada terminates the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
 - i.** the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - ii.** the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.
- f. Total Payments.** The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

32.13. Waiver

- a.** A waiver will only be valid if made in writing by the affected Party's representative. A Party's failure to enforce any rights under the Contract will be neither treated nor interpreted as a waiver of that Party's rights.
- b.** The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

32.14. Severability

If a court of competent jurisdiction declares any provision of the Contract unenforceable, illegal, or invalid, the remainder of the Contract remains in force.

32.15. Priority of Documents

If there is a conflict 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.** these Articles of Agreement;
- b.** Annex Contract Definitions;
- c.** Annex Statement of Work
- d.** Annex Basis of Payment;

- e. Annex Security Requirements Check List (**If applicable**);
- f. Annex Inuit Benefits Plan (**If applicable**);
- g. Annex Inuit Benefits Plan Progress Report (**If applicable**);
- h. the signed Task Authorizations (including all of its annexes, if any) (**If applicable**);
- i. the Contractor's offer dated (**to be inserted at contract award**)

32.16.Survival. All the Parties' obligations of confidentiality, any representations and warranties set out in the Contract as well as the provisions, which by their nature might reasonably be expected to survive, will survive the expiry or termination of the Contract.

33. AUTHORITIES

33.1. Contracting Authority (To be inserted at contract award)

- a. The Contracting Authority for the Contract is:
Tel.:
E-mail:
Address:
Department Name:
- b. The Contracting Authority is responsible for the management of the Contract and must authorize in writing any changes to the Contract. 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.

33.2. Technical Authority (To be inserted at contract award)

- a. The Project Authority for the Contract is:
Tel:
E-mail:
Address:
Department Name:
- b. The Work is for a department or agency. The Project Authority represents that department or agency. The Project Authority is responsible for all matters concerning the technical content of the Work under the Contract. The Contractor may discuss technical matters with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Only the Contracting Authority can issue a contract amendment to make changes to the scope of the Work.

33.3. Contractor's Representative (To be inserted at contract award)

- a. The Contractor's Representative for the Contract is:
Tel:
E-mail:
Address:

Solicitation No. - N° de l'invitation
WS4601062533
Client Ref. No. - N° de réf. du client
W7714-248656

Amd. No. - N° de la modif.
File No. - N° du dossier
PR12397 - W7714-248656

Buyer ID - Id de l'acheteur
tpsgc.papcssadp-apcsspcfp.pwgsc@tpsgc-pwgsc.gc.ca
Doc No./N° - doc No./N°
Doc4610284689

- b. Insert and revise if applicable:** Delivery follow-up contact:
Tel:
E-mail:
Address:

33.4. Administrative Authority (To be inserted at contract award)

- a.** The Administrative Authority for the Contract is:
Tel:
E-mail:
Address:
Department Name:
- b.** The Work is for a department or agency. The Administrative Authority must receive the original Invoice. The Contractor must send original invoices and any enquiries for request for payment to the Administrative Contact.
The Contractor may discuss administrative matters identified in the Contract with the Administrative Authority, however the Administrative Authority has no authority to authorize changes to the scope of the Work. Only the Contracting Authority can issue a contract amendment to make changes to the scope of the Work.

ANNEX CONTRACT DEFINITIONS

In the Contract, unless the context otherwise requires, the following terms have the following meanings.

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada.

"Articles of Agreement" means the clauses and conditions incorporated in full text to form the body of the Contract; it does not include the annexes, the Contractor's offer or any other document.

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

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

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

"Canadian Good" means a good that is wholly manufactured or originated in Canada. Canada may also consider a product that contains imported components to be a Canadian Good for the purpose of the Canadian Content Policy when it has undergone sufficient change in Canada in a manner that satisfies the definition specified under the [Canada-United States-Mexico Agreement \(CUSMA\)](#) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is replaced with "Canada". ([Consult Section 3.130 and Annex 3.6 of the Supply Manual for further information.](#))

"Canadian Service" means a service provided by an individual based in Canada. If a requirement consists of only one service provided by two or more individuals, Canada will consider the service to be a Canadian Service if a minimum of 80 percent of the total offer price for the service is provided by individuals based in Canada.

"Variety of Goods" means that if a requirement consists of more than one good, Canada will apply one of the following methods:

- a. Aggregate evaluation: No less than 80 percent of the total offer price must consist of Canadian Goods, or
- b. Item-by-item evaluation: In some cases, Canada may conduct the offer evaluation on an item-by-item basis and award contracts to more than one Offeror. In such a case, Canada will ask the Offeror to identify separately each item that meets the definition of Canadian Goods.

"Variety of Services" means that if a requirement consists of more than one service, a minimum of 80 percent of the total offer price must be provided by individuals based in Canada.

"Mix of Goods and Services" means that if a requirement consists of a mix of goods and services, no less than 70 percent of the total offer price must consist of Canadian Goods and Canadian Services.

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.

"Other Canadian Goods and Services" means Canada may consider textiles to be Canadian Goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

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

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

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

"Contract Period" means the entire period of time during which the Contractor is obliged to perform the Work, which includes initial Contract Period and the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

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

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

"Excluded Material" refers to packaging tape - environmentally preferable material alternatives for packaging tape are not widely available. As a result, packaging tape is excluded from the environmentally preferable packaging specifications until the market has progressed and studies become available to determine otherwise.

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract.

"Net-Zero Challenge or Equivalent" means the following accepted initiatives are deemed equivalents to the Net-Zero Challenge, 'United Nations Race to Zero' or 'Science-Based Targets Initiative (SBTI)' or 'Carbon Disclosure Project (CDP)' or 'International Organization for Standardization (ISO) – ISO 14064-1:2018'

"**Overdue**" means an amount that is unpaid on the first day following the day on which it is due and payable according to the Contract.

"**Packaging**" means product to be used for the containment, protection, handling, delivery, storage, transport and presentation of goods. (Source: [ISO 21067-1:2016, Clause 2.1.1](#)).

"**Party**" means Canada, the Contractor, or any other signatory to the Contract and "**Parties**" means all of them. "**Recyclable**" means capable of being diverted from the waste stream through available processes and programs and can be collected, sorted, processed and returned to use in the form of raw materials or products. (Source: [CAN/CSA-ISO 14021, Clause 7.7.1](#)).

"**Recyclable packaging**" means packaging or a packaging component is recyclable if its successful post consumer collection, sorting, and recycling is proven to work in practice and at scale. This means that there is an existing (collection, sorting and recycling) system in place that actually recycles the packaging and that covers significant and relevant geographical areas as measured by population size. (Source: adapted from the [New Plastics Economy Global Commitment](#)).

"**Returnable (to the Contractor)**" means there is an existing and functional program in place for the packaging to be returned to the Contractor to reuse, refill, or recycle at no additional cost to the client.

"**Reusable (by Canada)**" means designed to be used multiple times for the same purpose without losing its original functionality, physical capability or quality. A characteristic of a product or packaging that has been conceived and designed to accomplish within its life cycle a certain number of trips, rotations or uses for the same purpose for which it was conceived. (Source: [CAN/CSA-ISO 14021, Clause 7.12.1.1](#)).

"**Security Deposit**" means (a) a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or (b) a government guaranteed bond; or (c) an irrevocable standby letter of credit, or (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board.

"**Approved Financial Institution**" means (a) any corporation or institution that is a member of the Canadian Payments Association (Payments Canada); (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law; (c) a credit union as defined in paragraph 137(6) of the [Income Tax Act](#); (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or (e) the Canada Post Corporation.

"**Government-guaranteed Bond**" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is: (a) payable to bearer; (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the [Domestic Bonds of Canada Regulations](#); (c) registered in the name of the Receiver General for Canada.

"Irrevocable Standby Letter of Credit" (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf, (i) will make a payment to or to the order of Canada, as the beneficiary; (ii) will accept and pay bills of exchange drawn by Canada; (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with; (b) must state the face amount which may be drawn against it; (c) must state its expiry date; (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his or her office; (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit; (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

"Specialized packaging" means packaging can be considered "specialized" if the intended use of the packaging requires technical performance specifications with no environmentally preferable alternatives. For example, when transporting hazardous materials, if there is a need for a specific density of materials, or if they must be temperature controlled.

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

"Work" means all the activities, services, goods, equipment, matters and things that the Contractor is required to do, deliver or perform under the Contract.

CONTRACT DEFINITIONS - SOFTWARE

In the Contract, unless the context otherwise requires, the following terms have the following meanings.

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

"Deliverable" includes Canada's license to use the Licensed Software.

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

"Device License" means a license that entitles users to access, install, copy, deploy, test, and use the Licensed Software for government purposes on the designated number of devices without requiring Canada to purchase any additional licenses or components, unrestricted by the use of any associated peripheral equipment, by the number or type of users, data, transactions, platforms, or operating systems, or by the location of a device.

"Enhancement" means

- a. any interim release version of the Licensed Software, which is often documented by adding a further decimal and digit to the version or release number (for example, V.X.X.2 would be the next enhancement after V.X.X.1),
- b. any a temporary work-around, patch, or by-pass to update the program code to correct Errors or defects, and
- c. engineering fix to a problem that may be incorporated into a New Release to update the Licensed Software in order to improve or correct Errors or defects in the program code.

"Entity License" means a license that entitles Canada to use the Licensed Software for government purposes throughout the entity in association with any number of devices or by any number of users, unrestricted by the number or type of data, transactions, platforms, or operating systems or the location of any device.

"Error" means any software instructions or statement contained in (or absent from) the Licensed Program that, by its presence or absence, prevents the Licensed Software from operating in accordance with the Specifications.

"Extension" means an update to the Licensed Software that extends the features, functionality, or performance of the program code.

"Licensed Programs" means all of the computer programs, in object-code form, that the Contractor must provide to Canada under the Contract (including all patches, fixes, and other code).

"Licensed Software" means, collectively, the Licensed Programs and the Software Documentation.

"Maintenance Release" means any commercially available releases, updates, enhancements, or other modifications to the Licensed Software that the Contractor or its licensor develops or publishes.

"Media" means, collectively, the material or medium on which the Licensed Programs are stored for delivery to Canada.

"New Release" means any system release, version release (in other words, a release often involving a limited number of new or enhanced features or functionality or features and Error corrections), or interim release of the Licensed Software.

"Rename" means an upgrade to the Licensed Software where the product name is changed, but the new software product has similar features and functionality as the Licensed Software.

"Software Documentation" means all of the manuals, handbooks, user guides and other human-readable material that the Contractor is required to provide to Canada for use in connection with the Licensed Programs.

"Software Warranty Period" means a period of 12 months from the date on which Canada accepts the Licensed Software, except for warranty or other work that is scheduled under the Contract to be performed after the start of the Software Warranty Period.

"Support Services" means the support for the Licensed Software that the Contractor is obligated to provide to Canada under the section entitled Support Services for Licensed Software.

"Support Services Period" means the period specified in the Contract during which the Contractor must provide Support Services.

"Term of the Contract" means the initial term of the Contract as defined in the section of this Contract entitled Initial Term, as extended from time to time under the section entitled Extended Term, if applicable.

"Upgrade" means an update to the Licensed Software to add, extend, enhance and/or improve the existing features, functionality, or performance of the program code, which is documented by a version or build number change.

"Updates" means a patch, workaround, improvement, correction, modification or derivate to the Software that is made generally available by the contractor.

"User License" means a license that entitles the designated number of users to install, copy, and use the Licensed Software for government purposes unrestricted by the number or type of data, transactions, platforms, devices, or operating environments that a user may be using or processing at any time.

CONTRACT DEFINITIONS - SOFTWARE DEVELOPMENT OR MODIFICATION SERVICES

"Custom Software" means the computer programs, databases, and documentation that Canada wishes to develop, or to have developed, either as new software or by modification of existing software, all as described in the Contract.

"Detailed Design Specifications" means the specifications for the detailed technical design of the Custom Software.

"Functional Specifications" means the functional description of the Custom Software set out or referred to in the Contract specifying the functions that the Custom Software must perform and the features and capacities that it must have.

CONTRACT DEFINITIONS - HARDWARE

In the Contract, unless the context otherwise requires, the following terms have the following meanings.

"Delivery Date" means the date specified in the Contract for the delivery of the Hardware. If no date is otherwise specified, the Delivery Date is, for any initial delivery, 30 calendar days from the date of the Contract; for any Hardware purchased or leased under an option, 30 calendar days from the date the option is exercised; and if the Contract provides for multiple orders, 30 calendar days from the date of each order.

"Downtime" means the time, measured in hours and whole minutes, during which the Hardware is not available for Fully Functional Operation during User Time because of a Hardware malfunction. Downtime starts when Canada notifies the Contractor that the Hardware is not available for Fully Functional Operation and ends when the Contractor notifies Canada that the Hardware has been restored to Fully Functional Operation, unless Canada then notifies the Contractor that the Hardware is still not available for Fully Functional Operation.

"Firmware" means any computer programs that are stored within the Hardware.

"Fully Functional Operation" means that the Hardware is working in accordance with the Specifications, so that Canada can use all of the Hardware's functionalities.

"Hardware" means all the equipment, materials, matters, and things that the Contractor is to provide, maintain, and support, as applicable, under the Contract and includes any Firmware and any Leased Hardware, but not software or services, and applies to each System delivered under the Contract.

"Hardware Documentation" means all of the manuals, handbooks, user guides, and other human-readable material that the Contractor is required to provide to Canada for use with the Hardware.

"Hardware Maintenance Period" means

- a. for Hardware purchased under the Contract, the Hardware Warranty Period described in the section entitled Warranty for Purchased Hardware, plus any time by which this maintenance period is extended if the Contract includes an option for extending the Hardware Maintenance Service or the Contract is otherwise amended to extend the Hardware Maintenance Period,
- b. for the Leased Hardware, the entire Lease Period,
- c. for Leased Hardware that Canada later purchases under the Contract, both the Lease Period and, beginning on the date of purchase, the period described in the preceding paragraph (a), and
- d. for Hardware that is neither purchased nor leased under the Contract but for which the Contractor is providing Hardware Maintenance Service under the Contract, for the entire Term of the Contract, unless the Contract provides for a shorter period.

"Hardware Maintenance Service" means the Contractor's obligation to maintain the Hardware to ensure that it remains capable of Fully Functional Operation throughout the Hardware Maintenance Period.

"Hardware Warranty Period" means the period of 12 months after the Hardware is accepted.

"Lease Period" means the period starting on the day that Canada accepts the Hardware and ending either on the date specified in the Contract or, if no such date is specified, 12 months later.

"Leased Hardware" means the Hardware leased under the Contract.

"Operational Use Time" means the time during User Time, measured in hours and whole minutes, during which the Hardware performs its functions or activities in accordance with the Specifications, and includes all intervals between the stop and start times of the Hardware that do not constitute Downtime, such as pre-arranged maintenance, agreed by Canada.

"Principal Period of Maintenance" or **"PPM"** is from 7:00 a.m. to 7:00 p.m., Eastern Time, Mondays through Fridays, excluding statutory holidays observed by Canada at the site where the Hardware is being used.

"Ready for Use" describes the Hardware once the Contractor has delivered it and, if applicable, has installed, integrated and configured it so that it is available for Fully Functional Operation;

"System" means the integrated combination of any of the Hardware delivered under the Contract and any other

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File No. - N° du dossier

PR12397 - W7714-248656

Buyer ID - Id de l'acheteur

tpsgc.papcssadp-apcsspcfp.pwgsc@tpsgc-pwgsc.gc.ca

Doc No./N° - doc No./N°

Doc4610284689

equipment, materials or software described in the Contract that are interconnected with or that otherwise interoperate with the Hardware together as a unit. There may be multiple "Systems" that include different items of Hardware delivered under the Contract. A System may include Custom Software or Licensed Software or both. "**User Time**" is identical to the Principal Period of Maintenance.

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MEMORANDUM OF AGREEMENT (MOA)

(PWGSC File N°: *W7714*-“(to be inserted at time of Agreement)”)

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of Public Works and Government Services Canada (PWGSC)

(Hereinafter referred to as “Canada”)

ON BEHALF OF

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Defence Research and Development Canada, Centre for Security Sciences (DRDC CSS)

(Hereinafter referred to as “Client Department”)

AND

“Name of the LGO “(to be inserted at time of Agreement)””

(Hereinafter referred to as “Lead Government Department”)

(Collectively hereinafter referred to as Parties)

PREAMBLE As a result of the competitive Call for Proposal process # “(to be inserted at time of Agreement)”, this proposal entitled “(to be inserted at time of Agreement)”, submitted by “(to be inserted at time of Agreement)” as the bidder and with XXXX as the Lead Government Organization, was successful, selected, and recommended for MOA award.

FOR THE PROVISION OF work detailed in Annex - Statement of Work

CONSIDERING that Client Department (CD) intends acquire the work.

CONSIDERING that the Lead Government Department (LGO) concurs to perform the Work detailed in this MOA.

The Parties wish to set out their respective roles and responsibilities, as well as their mutual objectives in this MOA and have come to the following understanding:

1. PURPOSE

The purpose of this Memorandum of Agreement (MOA) is to (to be inserted at time of Agreement)

Objectives:

- (to be inserted at time of Agreement)

2. NATURE OF AGREEMENT

The MOA and accompanying annexes constitute the entire agreement between the Parties and supersedes all previous negotiation and communications and other arrangements relating to it, unless they are expressly incorporated by reference in the MOA.

3. DEFINITIONS

The following definitions shall apply in this Agreement:

- "Agreement" and "MOA" refer to this Agreement, which includes Annex Statement of work and Claim for Progress Payment Form;
- "Claim for Progress Payment Form" means Canada's form PWGSC-TPSGC 1111, a copy of which is attached as Annex Claim for Progress Payment Form to this MOA;
- "Project" means the CSSP-2024-CP-(to be inserted at time of Agreement) project;
- "Schedule of Milestones and Payments" means the schedule set out in section 8;
- "Term" means the period for which this MOA is in effect as set out in section 6;
- "Work" means the work to be completed under this Agreement as set out in Annex Statement of Work; and,
- "Applicable Taxes" means the Goods and Services Tax (GST), the Quebec sales tax (QST) Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada.

4. OBJECTIVES AND SCOPE

1.1 The objective of this MOA is to:

- 1) Confirm the nature of the agreement between the CD, Public Works and Government Services Canada and LGO, with respect to the provision detailed in Annex Statement of Work
- 2) Establish the terms under which the CD will pay the LGO for the work the LGO will provide under this MOA, and
- 3) Establish the amount CD will pay for the Work the LGO will provide under this MOA.
- 4) The Scope of this MOA is to:

1.2 The details of the Work to be provided are outlined in Annex Statement of Work.

5. STATEMENT OF WORK

The LGO will carry out the Work and the Project in accordance with the Statement of Work attached as Annex Statement of Work , which forms part of this Agreement.

6. TERMS AND CONDITIONS OF THE MOA

1.1 Term of the MOA

This MOA will come into effect on date of MOA award and will remain in effect for a period of **(to be inserted at time of Agreement)** months from the effective date.

1.2 Relationship of the Parties

The Parties acknowledge and agree that this MOA does not, and is not intended to, create a relationship of employment, joint venture, agency or partnership between the Parties. Nothing contained in this MOA should be construed to create any business or other arrangement or legal relationship between the Parties extending beyond the scope of the matters contemplated herein. Except as specifically provided in this MOA, nothing in this MOA Parties be construed to authorize any Parties to act as agent for the other Parties.

1.3 Security Requirements

This Agreement does / OR does not contain any security Requirements. (in the event that it does contain a security requirement, then the required CISD-provided clause will be in this section with the SRCL attached in as an Annex

1.4 Intellectual Property (this can change if the IP will be crown-owned)

Ownership of any Work or materials produced, developed, made or generated by LGO in the course of carrying out the Project using funds provided by Canada under this MOA, including copyright, patent, industrial design and trademark in such Work and materials, belongs to the LGO. However, the LGO hereby grants to Canada a non-exclusive, irrevocable and royalty free license to use, translate, adapt, record by any means or reproduce, except for commercial sale in competition with the LGO, any such Work or materials.

1.5 Confidentiality

- 1) Unless required to be disclosed by law, the Parties agrees to keep confidential all information provided to it by the other Party in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the LGO as part of the Work.
- 2) Notwithstanding (a), a Party may disclose information referred to in (a) if the other Party has provided its prior written consent, or if the disclosure is to a 3rd party (PP SP) and is limited to any information necessary to perform the work, provided that the 3rd party (PP or SP) agrees to keep the information confidential and that it will be used only to perform the work.
- 3) Each Party agrees to use any information provided by or on behalf of the other only for the purpose of the MOA.

1.6 Access to Information and Privacy

- 1) Each Party acknowledges that the other Party is subject to its own legislation with regard to access to information and protection of privacy. For Canada, the *Access to Information Act (R.S.C., 1985, c. A-1)*, and the *Privacy Act (R.S.C., 1985, c. P-21)* applies. (different provinces may have different privacy acts that may need to be references here)

- 2) Records created by the LGO, and under the control of Canada, are subject to the Access to Information Act. The LGO acknowledges the responsibilities of Canada under the Access to Information Act and must, to the extent possible, assist Canada in discharging these responsibilities with respect to such records.

1.7 Suspension

- 1) At any time before the completion of the Work, either Party may, by giving at least 60 days notice in writing to the other Party, suspend this MOA for any reason, in which case the LGO's Representative and Canada's MOA Representative shall formalize the suspension through written amendment of this MOA and comply with the suspension.
- 2) the Party issuing the notice will set out whatever issues it asserts to justify the suspension and will provide the other Party with a reasonable period of time in which to take corrective action to address these issues.
- 3) If this MOA is suspended, pursuant to subsection (1), Canada shall only be required to pay the LGO for all Work completed by the LGO up to the date of suspension.
- 4) Canada will pay for these services within 30 calendar days of receipt and acceptance of this invoice.

1.8 Termination

- 1) At any time before the completion of the Work, either Party may, by giving 60 days notice in writing to the other Party, terminate this MOA for any reason, in which case the LGO's Representative and Canada's MOA Representative shall formalize the termination through written amendment of this MOA.
- 2) If this MOA is terminated pursuant to subsection (a), Canada shall only be required to pay the LGO for all Work completed by the LGO up to the date of termination.
- 3) Canada will pay for these services within 30 calendar days of receipt and acceptance of this invoice.

1.9 Changes to MOA

Any changes to the MOA must be approved by Canada's MOA Representative identified in Article 7.(1.1)(1) and the LGO Representative identified in Article 7.(1.1)(4), and shall be made only through written amendment to this agreement duly executed by the Parties.

1.10 Dispute Resolution

In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, the matter will be escalated to each Party's respective Deputy Ministers for final negotiation.

In the event that the Parties could not resolve the dispute through Deputy Ministers, they concur to submit to mediation. The Parties will bear the costs of mediation equally.

All Parties will continue to conduct their activities under this MOA until the difference is resolved.

7. DESIGNATED REPRESENTATIVES

1.1 The Parties each designate the following persons as their respective representatives for the purposes of implementing and managing this Agreement:

- 1) Canada's Representatives – Canada designates the following persons as its representatives:

MOA Representative for this Agreement is: **(to be inserted at time of Agreement)**

Supply Officer
XXXXXXX
Public Works and Government Services Canada
Acquisitions Branch
Les Terrasses de la Chaudière
10 Wellington St.
Gatineau, Quebec K1A 0H4
Telephone:
E-mail:

The person designated as Canada's MOA Representative is responsible for the management of the MOA for Canada. Any changes to the MOA, including but not limited to the scope of the Work must be authorized in writing by Canada's MOA Representative.

- 2) CD's Technical Representative for this Agreement is: **(to be inserted at time of Agreement)**

Telephone:
Email address:

The person designated as the CD's Technical Representative is the contact person for the CD for all matters concerning the technical content of the Work under the MOA; this includes receiving completed work and deliverables in accordance with the provisions of this MOA,

The LGO may discuss technical matters with the DC's Technical Representative, and acknowledges that the CD's Technical Representative has no authority to authorize changes to the MOA, including but not limited to the scope of the Work.

- 3) CD's Procurement Representative (PR) for this Agreement is:

ADM (S&T)
Defence Research and Development Canada
60 Moodie Dr
Nepean, ON
K1X 0K2

Telephone:
Email:

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

- 4) **The LGO Representative** – the LGO designates the following person as their Representative for all matters pertaining to this MOA, including all matters concerning the technical content of the Work:

(to be inserted at time of Agreement)

Telephone:

Email:

1.2 Changes to Representatives

Either Party can change any of its representatives as set out above by providing notice in writing to the other Party.

1.3 Notices

Unless provided otherwise in this MOA, each Party shall provide all notices pertaining to this MOA to the other Party's representative set out in Article 7.1(a)(i) and (b).

8. PAYMENT

8.1 Fixed Price payment amount – Tasks

The total amount to be paid by the CD to the LGO for the completion of the Work is \$“(to be inserted at time of Agreement)” (Applicable Taxes included), which amount shall be paid in accordance with Articles 8.3.1.

The CD will not pay the LGO for any design changes or modifications to the Work, unless they have been mutually agreed to by both Parties, in writing, before their incorporation into the Work.

8.2 Limitation of expenditure payment amount – Travel

The LGO will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees" to a limitation of expenditure of \$ (to be inserted at time of Agreement) (Applicable Taxes included), which amount shall be paid in accordance with Articles 8.3.2.

All travel must have the prior authorization of the CD.

All payments are subject to government audit.

8.3. Limitation of expenditure payment amount – All the Work

1. Canada's total liability to the LGO under the MOA must not exceed \$ (to be inserted at time of Agreement) (Applicable Taxes included).
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the LGO unless these design changes, modifications or interpretations have been approved, in writing, by the MOA Representative before their incorporation into the Work. The LGO must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the MOA Authority. The LGO must notify the MOA Representative in writing as to the adequacy of this sum:
 - a) when it is 75% committed, or
 - b) four months before the MOA expiry date, or
 - c) as soon as the LGO considers that the MOA funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate MOA funds, the LGO must provide to the MOA Representative a written estimate for the additional funds required. Provision of such information by the LGO does not increase Canada's liability,

8.3.1 Milestone Payments – Fixed Price

The CD will pay the amount set out in Article 8.1 through milestone payments made to the LGO in accordance with Article 8.3 provided that the LGO has:

- 2) submitted an accurate and complete claim for payment using the Claim for Progress Payment Form, and other documents specified in Article 10.1;
- 3) duly executed the applicable certificates appearing on the Claim for Progress Payment Form;
- 4) completed all Work associated with the relevant milestone for payment and, as applicable, any required deliverables; and
- 5) submitted the deliverables under the relevant milestone to the Technical Representative as per Annex Statement of Work.

8.3.1.1 Schedule of Milestones and Payments

The schedule of milestones for which payments will be made in accordance with this MOA is as follows:

1.0 SCHEDULE OF MILESTONE			
Milestone #	Description	Amount \$	Due Date
1	Deliverable 1 in the SOW		
2	Deliverable 2 in the SOW		
3	Deliverable 3 in the SOW		
4	Deliverable 4 in the SOW		
5	Deliverable 5 in the SOW		
6	Deliverable 6 in the SOW		
7	Deliverable 7 in the SOW		
8	Deliverable 8 in the SOW		
9	Deliverable 9 in the SOW		
10	Deliverable 10 in the SOW		
Canada's Total Cost to a Fixed Price:			

8.3.2 Multiple Payments – Travel

Canada will pay the LGO upon completion of approved travel in accordance with the payment provisions of the MOA if:

- 1) an accurate and complete invoice and any other documents required by the MOA have been submitted in accordance with the invoicing instructions provided in the MOA;
- 2) all such documents have been verified by Canada;
- 3) the Work delivered has been accepted by Canada.

8.4 Electronic Payment of Invoices

Canada shall pay the LGO using Direct Deposit (Domestic and International).

9 AUDIT

9.3 Audit

The LGO will follow its normal audit and audit disclosure practices with respect to the Project. The LGO will provide copies of audits and evaluations carried out by, or on behalf of the LGO, upon written request by Canada.

10 INVOICING INSTRUCTIONS

10.3 Submission of Claim for Payment

The LGO agrees to submit claims for payment under this MOA using the Claim for Progress Payment Form attached as Annex Claim for Progress Payment Form. The LGO shall not submit claims until all work identified in the Claim for Progress Payment Form being submitted is completed. Each Claim for Progress Payment form submitted must show all information required on the Claim for Progress Payment Form and the description and value of the milestone claimed as detailed in the MOA.

10.4 Payment Processing

The LGO shall certify the original copy of the claim on the Claim for Progress Payment Form and forward it to Canada's Technical Representative for appropriate certification of the Claim for Progress Payment Form after verification of the deliverables as per Annex Statement of Work. Canada's Technical Representative will then forward the original copy of the claim to Canada's MOA Representative for certification and onward submission to the Payment Office for final certification and payment of the progress payment to the LGO.

11 GENERAL PROVISIONS

11.3 Applicable Laws

The MOA will be interpreted and governed, and the relations between the Parties determined, by the laws in force in Ontario.

Each Parties will ensure that their activities or programs will be conducted in compliance with any applicable laws.

The LGO will obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work.

11.4 Headings and Interpretation

Any words in the plural shall include the singular and vice versa. All section headings have been included for convenience only and shall not be considered in interpreting the text of this MOA.

11.5 Insurance

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

12 SIGNATURES

IN WITNESS WHEREOF this MOA has been executed by the Parties by their duly authorized representatives.

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<p>His Majesty the King in right of Canada as represented by the Minister of Public Works and Government Services Canada</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>	<p>LGO Signing Authority (to be inserted at time of Agreement)</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>
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Annex Science and Technology (S&T) Challenges

The following S&T 3 Themes and associated 8 Challenges have been identified for this CFP.

THEME 1 - PREPAREDNESS, RESILIENCE AND FIRST RESPONDER S&T CHALLENGES

CHALLENGE #1 - Wildfire Firefighting 'Common operating picture'

This Challenge accepts the following project types:

- Research and Development
- Technology Demonstration

The 2023 wildfire season in Canada was unprecedented in terms of its severity compared to the wildfire seasons of the past several years. This increased public concern due to poor air quality and the threat of evacuations of affected communities. The economic impact as well as the effect on the general population (distress, evacuation, smoke) make wildfires one of the worst natural disasters.

The effective execution of wildfire fighting operations (from detection to attack to suppression) is one of the key elements in reducing the impact of severe wildfire seasons which are expected to continue several years into the future due to the effects of climate change.

A key element of effective wildfire fighting operations is the effective use of wildfire information (remote sensing data, propagation modelling forecasts, resource availability, etc.) by the incident management team (IMT) commander or commanders at provincial headquarters. However, this wildfire information (also called wildfire intelligence) often arrives at the IMT command piecemeal, presented in a variety of different tools or software. This can create confusion and render the wildfire fighting operations sub-optimal.

To this end the CSSP is seeking innovative S&T solutions for:

- a. developing a "Common Operating Picture" (CoP) for wildfire fighting operations, with emphasis on advancing capabilities that support incident commanders and wildfire fighters; and/or
- b. development of a "wildfire synthetic environment" (W-SE) for concept development and experimentation and to train incident management team commanders in order to enable the execution of wildfire "war games" that closely align to wargames for defence in CAF DND experimentation warfare centres.

Of interest, are project proposals that entail building a system capable of ingesting fire intelligence from all different sources and presenting this information to an IMT (or HQ) commander in a coherent fashion which would enable more effective and optimal decision-making. Due to the multi-jurisdictional nature of wildfire fighting, and the need to have such a CoP system and W-SE system available to all wildfire agencies in Canada, the developed systems need to be open architecture and have maximum interoperability with existing systems.

CHALLENGE #2 - Community resilience research

This Challenge accepts the following project types:

- Research and Development
- Technology Demonstration
- Studies and Analysis
- Technology Pilot / Feasibility Study

Mass care is evolving as a concept in emergency response and recovery globally and within Canada. Mass care is not just the delivery of humanitarian services. It involves a high degree of collaboration across the private, public, volunteer and non-profit sectors to resolve the disaster-related unmet needs of affected individuals and communities and the provision of life-sustaining assistance such as shelter, transportation and human services (including mental health and reunification assistance) to disaster survivors with access and functional needs including seniors, children, individuals with disabilities and individuals with chronic medical conditions or recurring pharmacological dependency.

A mass care capacity involves engaging the whole community, including under-served and vulnerable populations, giving agency to people while recognizing that there is a proactive component to response and recovery. At the heart of mass care is a need for unified, human-centered support to those affected and/or displaced by the disaster and who are vulnerable to require acute care in the future if enabling supports are nonexistent.

DRDC CSS is seeking innovative S&T project proposals that:

- a. identify or develop a better understanding of what is currently being provided across Canada in terms of mass care, and highlight key knowledge, technology or capacity gaps;
- b. design tools, methodologies and systems that facilitate the sharing of mass care resources and knowledge and enable improved collaboration across communities, regions, provinces and territories; and/or
- c. identify and define evidence-based approaches, “best practice” and scientifically validated guidance for community led mass care delivery and coordination that will contribute to the mass care national dialogue, leading to disaster risk reduction.

THEME 2 - NATIONAL SECURITY, BORDER SECURITY AND DOMAIN AWARENESS, AND CRITICAL RESILIENCE INFRASTRUCTURE

CHALLENGE #3 - Biometrics for Defence and Security

This Challenge accepts the following project types:

- Research and Development
- Technology Demonstration
- Studies and Analysis Projects
- Technology Pilot / Feasibility Study

Governments are required to authenticate and establish the identity of individuals for a multitude of reasons, from verifying the identity of persons entering the country or applying for official documents such as passports

and driver's licenses, to identifying suspects in the course of conducting criminal and national security-related investigations, among other purposes.

Governments at all levels are seeking ways to improve their biometric recognition capabilities, while simultaneously protecting Canadians' privacy and delivering programs and services that do not systematically discriminate against or disadvantage any demographic group.

This CFP is seeking innovative S&T solutions to enhance the government's biometric recognition capabilities, with a particular emphasis on capabilities that support:

- a. border control/security and immigration;
- b. law enforcement/policing;
- c. defence/national security/intelligence operations; and/or
- d. physical and/or logical access control.

Projects that explicitly address or incorporate work to better understand: known or potential vulnerabilities/weaknesses in biometric technologies (e.g., presentation attacks/spoofing, photo-morphing, privacy/data security, demographic-based performance differentials); how biometric technologies can be utilized for deepfake/synthetic media detection; or how biometric technologies interact with other elements in the system, including the human element, are of particular interest.

CHALLENGE #4 - Border Security and Domain Awareness

This Challenge accepts the following project types:

- Research and Development
- Technology Demonstration
- Studies and Analysis Projects
- Technology Pilot / Feasibility Study

Canada's extensive perimeter, including its maritime regions and remote points of entry, presents the Government of Canada with daunting border security and domain awareness challenges, including the need to secure the long Canadian land border with the United States, perform surveillance of maritime and Arctic approaches, and ensure the efficient and secure flow of people, goods, and materials at air, land, and sea ports of entry.

This CFP is seeking innovative S&T solutions to enhance Canada's ability to protect and secure its land and/or maritime border, with a particular emphasis on any technologies or solutions that can address one or more of the following:

- a. enhancing Canada's border services and search and rescue (SAR) capabilities in the North/Arctic, including better SAR equipment and ways to enhance capabilities with limited personnel;
- b. use of surface platform concepts usable on ice and water, or semi-autonomous underwater vehicles, to combat activities such as the illegal transport of firearms and drugs or irregular migration carried out by underwater and/or surface vessels within Canada's contiguous zone and maritime borders;

- c. studies and/or research into network architecture that increases interoperability between stove-piped enclaves or cloud services used by different departments for command and control (C2), domain awareness, surveillance, or intelligence, as well as remote operations for the types of platforms in (b);
- d. ensuring the effective screening of cargo and travelers; and/or
- e. detection of unregulated CBRNE hazards.

CHALLENGE #5 - Position Navigation and Timing

This Challenge accepts the following project types:

- Research and Development
- Technology Demonstration
- Studies and Analysis Projects
- Technology Pilot / Feasibility Study

Positioning, Navigation and Timing (PNT) technologies, largely enabled by Global Navigation Satellite Systems (GNSS) such as the Global Positioning System (GPS), underpin most modern infrastructures, operations and functions. In addition to providing navigation information for airplanes, ships and now autonomous vehicles, GPS/GNSS also provide critical timing information for communications networks, energy grids and financial exchanges. As London Economics describes, “GNSS is an umbrella term describing an infrastructure that provides PNT information via satellites orbiting in space. This information allows users with a compatible receiver (e.g., smartphone) to determine their position, velocity and precise universal and local time.”

GPS/GNSS has become an “invisible” and essential utility. Critical Infrastructures (CI) have become increasingly reliant on GPS/GNSS-based PNT data, as have a broad range of economic sectors and consumer applications, in Canada and elsewhere. However, many CI owners and operators are unaware of how their equipment performs when faced with a broad range of threats such as interference, jamming, spoofing, meaconing, cyber-attacks, space weather and GPS/GNSS outages/operation failures. Due to the dynamic nature of PNT-related applications, technologies and services, CI cannot keep pace with recent developments that have economic, safety and security implications for Canada. Developments such as GPS/GNSS improvements and service offerings, alternative PNT technologies and services, new applications leveraging small satellites, situational awareness and standards development could influence how a GNSS disruption impacts Canadian civilian uses now and into the future.

Furthermore, existing R&D may not holistically address the Canadian context, such as the jurisdictional/structure or ownership of CI, interdependencies, dependency on open sharing of international data, R&D investments, fiscal climate and unique Canadian PNT requirements for services in the North (e.g. safe and secure Arctic navigation, need for increased GNSS Radio Occultation data to support accurate weather prediction systems in this region where conventional weather observations are sparse).

This CFP is seeking innovative S&T solutions aimed at increasing awareness of GPS dependencies, tools to assess operational vulnerabilities, and the development of alternative and complementary PNT technologies to build PNT resilience for Canada’s civilian Critical Infrastructure. Of particular interest are technologies or solutions that can address one or more of the following:

1. Increased awareness of GNSS uses and vulnerabilities:

- a. Studies on GNSS dependencies in Canadian CI sectors (e.g., creating PNT profiles for various use cases);
 - b. Studies on impacts of GNSS disruptions;
 - c. Studies that will increase awareness of GNSS vulnerabilities; and/or
 - d. Development and demonstration of technologies that will improve situational awareness in the event of a GNSS disruption.
2. Operational vulnerabilities assessments:
- a. Development and demonstration of tools to assess or provide situational awareness of the operating environment or user equipment response under threat;
 - b. Testing of device performance in unfavourable operating conditions (e.g., interference, spoofing, in the presence of space weather phenomena); and/or
 - c. Simulations of a GNSS disruption and its impacts.
3. Development and demonstration of alternative and complementary PNT technologies:
- a. Studies on the potential of alternative and complementary PNT technologies;
 - b. Technology development (hardware, software) for improved PNT resiliency; and/or
 - c. Demonstrations of assured PNT performance in the event of a GNSS disruption.

THEME 3 - PREPARE, PREVENT, RESPOND AND RECOVER – ENHANCING CBRNE CAPABILITY IN CANADA THEME

Problem Statement:

The risk posed by chemical, biological, radiological nuclear and explosives (CBRNE) events continue to be of significant concern and have the potential to overwhelm response capacities. Whether they result from natural events, accidental release or hostile uses, the consequences of CBRNE incidents could have implications on national security, public safety, public confidence, the economy, the environment, and international relations. To prepare for such situations, Canada must have robust tools to anticipate, prevent, protect, and respond to CBRNE crisis situations in a timely and effective manner.

Innovative solutions are being sought for these S&T Challenges that enable the development of CBRNE knowledge and capabilities to support emergency management preparedness and strengthen whole-of-society resilience against threats, hazards, and crises.

CHALLENGE #6 - Detection of threat materials

This Challenge accepts the following project types:

- Research and Development
- Technology Demonstration
- Technology Pilot / Feasibility Study

The Challenge:

In pursuit of response preparedness to continually expanding and evolving CBRNE materials with increasingly sophisticated delivery methods, there must be improvements made to the tools and technologies to detect in

the field.

Specific Technologies or Capabilities of Interest:

Proposals are sought for S&T projects whose aim is to develop enhanced tools and methods for detection and identification of threat materials in the field, specifically:

- a. Detection of toxins and high consequence pathogens; and/or
- b. Detection of explosive materials (home-made, industrial, and military) and precursors.

CHALLENGE #7 - Preparation for neglected, emerging, and re-emerging diseases

This Challenge accepts the following project types:

- Research and Development
- Studies and Analysis Projects
- Technology Pilot / Feasibility Study

The Challenge:

The COVID 19 pandemic highlighted the requirement for Canada to be prepared for disease outbreaks with plans, procedures, risk assessment methods, adaptable testing, generic treatment options and broadly applicable public health expertise. Maintaining capabilities and expertise between public health events can be a challenge and requires a significant amount of foresight and preparation.

Specific Technologies or Capabilities of Interest:

Proposals are sought for S&T projects whose aim is to develop enhanced tools and methods for preparation to respond to neglected, emerging, and re-emerging diseases, specifically:

- a. Studies to identify likely disease candidates;
- b. Early ID and characterization;
- c. Transmission studies for likely pathogens; and/or
- d. Development of animal models.

CHALLENGE #8 - Risk reduction for Small Modular Reactors (SMRs) and RN materials

This Challenge accepts the following project types:

- Research and Development
- Studies and Analysis Projects
- Technology Pilot / Feasibility Study

The Challenge:

The use of radioactive materials in research and industry comes with some inherent risks that the materials may be lost, stolen, or intentionally misused to cause harm to the public. Additionally, Small Modular Reactors

(SMRs) are increasingly being considered for energy generation, including in remote locations, and these come with additional risks for malicious or negligent use of the fuel required for these reactors.

Specific Technologies or Capabilities of Interest:

Proposals are sought for S&T projects whose aim is anticipate, characterize and offer potential solutions for the risks and perceived risks associated with the use of radioactive sources and small modular reactors, specifically:

- a. Enhanced tracking or security for portable radioactive sources;
- b. Characterization of vulnerabilities for maintaining and operating SMRs in remote locations; and/or
- c. Technological solutions for increasing the safety of security of SMRs and their fuel.

Annex Evaluation Criteria

The Bidder must complete the Electronic Proposal Submission Form with a degree of information sufficient to enable Canada's assessment of the proposal against the criteria and the evaluation schema. The information provided must articulate how the proposed solution meets the criteria.

Mandatory Evaluation Criteria (MC)	
MC1 - Alignment with Primary S&T Challenge	Evaluation Schema
Describe the proposed solution and how its objectives address and align to the identified S&T Challenge.	<p>Pass The proposal clearly articulates a solution that addresses and aligns to the S&T Challenge.</p> <p>Fail Insufficient or no information was provided to demonstrate that the solution addresses and aligns to the S&T Challenge.</p> <p>OR The proposed solution neither addresses nor aligns to the S&T Challenge.</p>
MC2 – Partnership	Evaluation Schema
The proposal must include a minimum of two distinct organizations inclusive of a Lead Government Department (LGO). These primary partners must meet the requirements as set out in Part 3.1 - Who May Apply.	<p>Pass The proposal has identified the bidder as well as all entities/organizations identified as partners, including an LGO.</p>

<p><i>Required information to support the criterion:</i></p> <p>Completion of the required partnership information in the Electronic Proposal Submission Form. All entities/organizations identified as partners involved in a proposal must be identified in the Form, and at a minimum, be at a level:</p> <ul style="list-style-type: none"> • of DG or higher for the federal government; or • acceptable for a provincial, territorial, municipal governments, academic institution or a private industry to authorize the financial and operational commitment of its organization for the proposal. 	<p>AND</p> <p>The LGO identified is in accordance with Part 3.1 - Who May Apply</p> <p>Fail The proposal has not identified the Bidder or all entities/organizations identified as partners in the proposal.</p> <p>OR</p> <p>The proposal has not identified an LGO in accordance with Part 3.1 – Who May Apply.</p>
<p>MC3 - Lead Government Department</p>	<p>Evaluation Schema</p>
<p>The proposal must describe how the LGO's mandate directly pertains to the S&T Challenge, and the connection between the LGO and the gap or problem that the proposal aims to address.*</p> <p>* The LGO must be the (co-)owner of the gap or problem that the proposed solution (a new capability, new knowledge, new technology, etc.) aims to address and be the (co-)end user of the proposed solution.</p>	<p>Pass The proposal has articulated the connection between the LGO's mandate and the S&T Challenge and the gap or problem that the proposal aims to address.</p> <p>Fail The proposal has not articulated the connection between the LGO's mandate and the S&T Challenge and/or the gap or problem that the proposal aims to address.</p>

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MC4 - Financial Proposal	Evaluation Schema
<p>The proposal must contain a completed Financial Proposal in the Electronic Proposal Submission Form.</p> <p>This must include the estimated Total (project) amount of costs for: I. Canada's contribution (the funding being requested from DRDC); and, II. When applicable, co-investment contribution(s) (in-kind and cash) of all project partners.</p> <p>The Financial Proposal should be realistic for the technical approach and align with the milestone breakdown proposed within the Work Plan. When applicable, the travel costs should be captured and correspond to the proposed work.</p>	<p>Pass The Bidder has provided the completed financial proposal and the total project amounts are included.</p> <p>Fail The Bidder has not provided the completed financial proposal and the total project amounts are not included.</p>

Point-Rated Criteria (PRC)	
PRC-1: Scientific and/or Technical Merit	Evaluation Schema - Maximum 20 Points
<p>The proposed solution is supported by sound and logical scientific concepts and/or technical evidence based on state-of-the-art thinking and practice within the methodological field of the S&T Challenge.</p> <p><i>Required information to support the criterion:</i></p> <p>a. Describe how the proposed solution is supported by sound and logical S&T evidence.</p>	<p>0 points The scientific concepts and/or technical evidence of the project are not provided.</p> <p>OR</p> <p>The proposal does not sufficiently demonstrate that the solution meets the criterion.</p>

<p>b. Describe how the S&T concepts of the proposed solution are based on state-of-the-art thinking and practice in the relevant methodological area.</p> <p>c. Demonstrate how the scientific concepts and/or technical evidence support the project to maximize its success.</p>	<p>5 points The proposal provides limited information about the scientific concepts and/or technical evidence to support the solution.</p> <p>10 points The proposal provides adequate information and is supported by valid scientific concepts and/or technical evidence. However, the relationship between the scientific concepts and/or technical evidence and the implementation of the project is neither clear nor logical.</p> <p>15 points The proposal provides clear information and is supported by valid scientific concepts and/or technical evidence, and the implementation of the project is clearly outlined. However, minor details may be missing.</p> <p>20 points The proposal provides clear information and is supported by valid scientific concepts and/or technical evidence, and the implementation of the project is clearly outlined. All information provided is logical and suggests a high probability of success.</p>
<p>PRC-2: Novel and Innovative Solution</p>	<p>Evaluation Schema - Maximum 15 Points</p>
<p>The implementation of the proposed solution exploits novel* and/or innovative** concepts, methodologies, tools, and/or technologies.</p>	<p>0 points The proposal does not identify novel and/or innovative</p>

<p><i>Required information to support the criterion:</i></p> <ol style="list-style-type: none"> A description of existing concepts, methodologies, tools, or technologies, as well as current state-of-the-art and existing approaches to the S&T Challenge; Demonstration that the proposed concepts, methodologies, tools, or technologies are novel* and innovative** compared to existing solutions described in point a. above; Describe how the proposed solution has future potential to lead in creating new knowledge and/or technology enhancement over existing solutions. <p>*Novel: <i>An original idea.</i></p> <p>**Innovative (examples but not limited to):</p> <ul style="list-style-type: none"> <i>A new technology or new process that is not currently available in the marketplace.</i> <i>Advancing knowledge in social science.</i> <i>Application of existing technologies/processes that are applied in a setting or condition for which current applications are not possible or feasible.</i> <i>An improvement to an existing technology/process that represents a significant improvement in functionality, cost or performance of goods and services that are considered state-of-the-art or the current industry best practice.</i> 	<p>concepts, methodologies, tools, and/or technologies in the implementation of the project, or those identified are not logical.</p> <p>5 points The proposal provides limited information and lacks sufficient evidence to support the novel and innovative concepts, methodologies, tools, or technologies over existing solutions.</p> <p>10 points The proposal provides adequate information describing existing concepts, methodologies, tools, or technologies and how new novel and innovative concepts, methodologies, tools or technologies will be implemented within the solution.</p> <p>15 points The proposal provides clear information to determine novel and innovative concepts, methodologies, tools, or technologies and identifies how they can be considered advanced thinking or breakthroughs with little or no previous application. The proposal details the difference and logic behind the use compared to existing concepts, methodologies, tools, or technologies.</p>
<p>PRC-3: Impact</p>	<p>Evaluation Schema - Maximum 15 Points</p>
<p>The proposed solution will create a positive impact for the LGO and other government partners.</p>	<p>0 points The proposal provides no information about how the</p>

Required information to support the criterion:

- a. Describe elements of the LGO's requirements that are unaddressed in the current environment;
- b. Demonstrate how the proposed solution will improve the capabilities that address these requirements; for example, by providing a simpler user interface, producing novel insights by synthesizing a body of knowledge, integrating existing capabilities, employing novel user technologies, or through other means.

proposed solution will impact the LGO or the information provided is not logical.

5 points

The proposal provides limited information about the impact on the LGO or demonstrates a lack of understanding about the LGO's concerns.

OR

The improvements to the LGO's capabilities are self-evident and minor or not relevant to the S&T Challenge.

10 points

The proposal identifies deficiencies in the LGO's existing capabilities. Minor details may be missing; however, overall the information provided is clear and logical.

AND

The proposal adequately explains how implementation of the proposed solution will improve the LGO's capabilities. Minor details may be missing; however, overall the information provided is clear and logical.

15 points

The proposal clearly identifies critical deficiencies in the LGO's existing capabilities.

AND

The proposal clearly explains how implementation of the proposed solution will improve the LGO's capabilities.

PRC-4: Gender-based Analysis (GBA) Plus	Evaluation Schema - Maximum 10 Points
<p>The Government of Canada is committed to ensuring that its policies, programs, and initiatives do not discriminate against or disadvantage any person based on the following identity factors: sex, gender, sexuality, ethnicity, race, religion, culture, age, language, socioeconomic status, mental or physical disability, or geographical location. Please explain how the proposed work and/or proposed solution incorporates this consideration and/or addresses any known or potential negative impacts on members of one or more of these groups.*</p> <p>GBA Plus is applicable if any of the following apply:</p> <ul style="list-style-type: none"> • The proposed project includes testing with human subjects*; • The proposed solution is intended to be used by humans (e.g., human factors considerations) or apply to humans; • The proposed solution relies on human-derived training data. <p>*All projects that include testing with human subjects must adhere to the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans (TCPS2 2022).</p> <p>*The demographic profile of the project team and/or partner organizations is not relevant to this criterion.</p> <p>For more information on GBA Plus, please see https://women-gender-equality.canada.ca/en/gender-based-analysis-plus.html and: http://www.swc-cfc.gc.ca/gba-acis/index-en.html.</p>	<p>0 Points</p> <p>The proposal provides no information on GBA Plus considerations, or the information provided is not logical.</p> <p>5 Points</p> <p>The proposal provides limited information on how GBA Plus considerations are incorporated into the proposed work and/or proposed solution or on what basis GBA Plus considerations are deemed to be inapplicable to the project.</p> <p>10 Points</p> <p>The proposal clearly articulates how GBA Plus considerations are incorporated into the proposed work and/or proposed solution or on what basis GBA Plus considerations are deemed to be inapplicable to the project.</p>
PRC-5: Work Plan	Evaluation Schema - Maximum 20 Points
<p>The proposal should provide a complete Work Plan, including a description of each milestone, all tasks and deliverables, estimated level of effort, all travel-related activities, Go/No-Go rationales, and a detailed risk and mitigation plan, including the probability and impact(s) of each risk and a description of the mitigation strategy.</p>	<p>0 points</p> <p>A Work Plan is not provided.</p> <p>5 points</p> <p>The Work Plan is incomplete or unsuitable and provides little</p>

The work plan should not exceed 12 months for a study or 36 months for all other project types.

Note that all projects are required to produce a Final Project Report that contains a comprehensive description of the project's objectives, methodology, scientific analysis, test results, conclusions, recommendations, and any other relevant information. The Final Project Report should be listed in the Work Plan as a distinct work item/deliverable.

Further note, all projects will be required to deliver a project completion presentation and a scientific seminar. These two presentations should be listed in the Work Plan as a distinct work item/deliverable.

Required information to support the criterion:

For each milestone:

- a. Provide overall milestone description and what will be accomplished.
- b. Show estimated level of effort. Articulate the specific sequential tasks that must be completed in order to accomplish the milestone.
- c. For each task for which travel is proposed, the travel is explained and logical.
- d. Identify who (LGO, PP, SP, Indigenous Business 'if applicable') is responsible/doing the work for each task.
- e. Identify all resulting deliverables for each milestone.
- f. Articulate the specific reasons why a Go/No-Go decision should or should not be made. Should include triggers and action plans.

confidence that the project can be implemented as described. Obvious programmatic or technical risks are not identified, probability and impact are not included or risk mitigation plans are insufficient or not logical.

10 points

The Work Plan is reasonable, but contains conceptual omissions or inconsistencies. Some major risks that could derail the project appear to be missing;

15 points

The Work Plan is appropriate and provides some confidence that the project can be implemented, but some required information is not provided. As a whole the majority of the risks and resulting mitigation plans described are appropriate, include logical explanation(s), appropriately identify probability and impact, and are realistic and adequately articulate a mitigation strategy and correlate with the proposed project.

20 points

The Work Plan is complete and appropriate and all required information is provided. All reasonable major technical and programmatic risks are included, risks and resulting mitigation plans are fully and realistically described.

<p>g. Explain and articulate the anticipated risks, if any, for the project. Include a logical explanation, appropriately identified probability (low, medium, or high) and impact (low, medium, or high), and a realistic and adequately articulated mitigation strategy. If no risks are identified, an explanation as to why must be provided.</p> <p>*Examples of risk types include: financial, schedule, scope, technical, operational, and resources.</p>	
<p>PRC-6: Project Management (PM) Plan - Project Team</p>	<p>Evaluation Schema - Maximum 10 Points</p>
<p>The proposal should provide the combined experience and qualifications of the proposed project team* in order to demonstrate their ability to manage and complete the project.</p> <p>*Project team = Project Manager (or Principal Investigator for Studies) and all key project team members (with roles explicitly identified), including those from the LGO and, if applicable, Indigenous Businesses.</p> <p><i>Required information to support the criterion:</i></p> <ul style="list-style-type: none"> a. Demonstrate that the combined experience of the project team* is commensurate with both the complexity of the proposed project and the funding amount requested to manage the project; b. Demonstrate that the combined experience of the project team* is sufficient to undertake the scientific and/or technical elements required by the proposed project. 	<p>0 points Information on the project team is not provided, the combined team is not suitable for the project, or the LGO is not represented in the project team.</p> <p>5 points The project team does not include suitable project management experience.</p> <p>OR</p> <p>The project team does not include suitably qualified technical team members for each of the technical areas to be addressed in the project.</p> <p>OR</p> <p>The project team does not include suitable LGO representation.</p> <p>10 points The project team includes a Project Manager with</p>

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	<p>appropriate experience, technical team members with experience in all relevant technical fields, and suitable LGO representation.</p>
<p>PRC-7: Transition/Exploitation Plan</p>	<p>Evaluation Schema - Maximum 10 Points</p>
<p>The proposal includes a plan to transition and/or exploit the knowledge, science, or technology that is developed through the proposed project.</p> <p><i>Required information to support the criterion:</i></p> <p>Describe the steps beyond the scope of the proposed project required to: advance the solution towards deployment/operationalization by the LGO, and/or use the knowledge created in the project to inform the LGO's next steps.</p>	<p>0 Points No or very little information is provided, or the information provided is not logical.</p> <p>5 Points All aspects are described; however, the information and/or the logic is lacking in detail.</p> <p>10 Points All aspects are adequately described and are logical.</p>

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Point-rated Criteria – Scoring Breakdown

Consensus Score	
Point Rated Criteria	Score
PRC-1: Scientific and/or Technical Merit	/20
PRC-2: Novel and Innovative Solution	/15
PRC-3: Impact	/15
PRC-4: Gender-based Analysis Plus (GBA Plus)	/10
PRC-5: Work Plan	/20
PRC-6: Project Management (PM) Plan - Project Team	/10
PRC-7: Transition/Exploitation Plan	/10
TOTAL POINTS Pass Score: 75	/100

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Annex – Technology Readiness Levels

The TRLs are indicated below:

1. Identification and observation of basic principles and properties.
2. Definitions of practical applications. Formulation of concepts.
3. Observation and analysis through analytical research, laboratory research or experiments.
4. Proof of concept that is based upon the integration of applications and concepts to demonstrate viability.
5. Validation defined as the refined integration of applications or concepts to confirm validity.
6. Simulated demonstration of a near-end state solution and testing in a simulated environment.
7. Real-world demonstration of a near-end state solution and testing in an appropriate real-world environment.
8. Qualified solution which is the completion of end state solution and refinement through testing.
9. Proven solution that is based upon final solution implementation and success.

ANNEX CO-INVESTMENT INFORMATION

There are two types of co-investment contributions, as detailed below.

- 1) **Cash Contributions:** PP and SP are strongly encouraged to demonstrate their direct support for the project (defined in the proposal) with cash contributions. Cash contributions are project expenses paid for directly by a partner organization for goods or services acquired solely for activities related to the project. Two examples include:
 - a) partner organization funds that will be used to purchase new equipment or software that no partner had at the time of project initiation; and,
 - b) services of a resource that will work on the project that were not engaged by a partner prior to the initiation of the project.

In the event cash contributions result in the procurement of tangible, non-consumable assets (equipment, instruments, hardware, etc.), ownership of materiel must be clearly articulated in the proposal submission. Upon completion of the project, the entity with materiel ownership is responsible for physically retrieving the assets or transferring as required.

- 2) **In-kind Contributions:** In-kind contributions are direct costs to the project that are considered essential to project execution. They are most often in the form of cash equivalent goods or services that are pre-existing within a partner's inventory at the initiation of the project. For example, the salary of a full-time employee, use of equipment, licences and/or laboratory space all qualify as in-kind contributions to the project. Contributions will only be taken into consideration if they are from participating partners. Upon completion of the project, the entity with materiel ownership is responsible for physically retrieving the assets or transferring as required.

Partners may solicit financial support from other federal programs as a contribution to the project. Such contributions must respect the limitations imposed – if any – by the partner organizations (for example, stacking provisions associated with some federal programs) and must be clearly articulated in the proposal.

If a proposal is selected for funding, co-investment contribution information must be supported by detailed calculations, explaining all proposed inputs and valuations at the contract negotiation stage.

Table I – 1: In-Kind Contributions

In-Kind Category	Acceptable	Unacceptable
Access to Databases	- Incremental costs of access	- Cost of developing a database and collecting data
Analytical and Other Services	- Internal rates or incremental cost of providing service	- Commercial rates
Equipment	- Donated (used) - fair-market value - company book value - price for internal transfers - Donated (new) - selling price to most favoured customer (if stock item) - cost of manufacture (if one of a kind) - Loaned - rental equivalent based on depreciation - rental equivalent to highest-volume rate	-List price or discounted list price - Rentals exceeding the acceptable values had the rental equipment been donated or sold - Development costs
Faculty Remuneration	- Payment to the university/college for release time from teaching duties	- Payments as consulting fees or honoraria (additional to normal salary)
Materials	- Unit cost of production for commercial products - Selling price to most favoured customer - Price for internal transfers - Cost of production of prototypes and samples	- Development costs
Patents and Licences	- Licences acquired from third parties for use by the project	- Fees related to applying for and maintaining patents - Licensing fees
Salaries	- Actual salary cost (including benefits)	- External charge-out or consultant rates - Salary and costs of administrative support staff - Salary and costs of management activities not directly related to scientific and technical contributions to the project
Software	- Cost of training and support for software required - Most-favoured-customer cost for one licence per software package - Cost of equivalent commercial product (where donated software is not commercially available)	- Development costs

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Travel	Justified in Work Plan and compliant with the <u>National Joint Council's Travel Directive</u> (https://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/travel-government-business.html) - Travel costs to meet with project stakeholders	- Conference travel
Use of Facilities	- Internal rates for logistical support, food and lodging for project personnel working on stakeholder premises or on field work - Internal rates for use of specialized equipment by project personnel or use of process or production lines - Internal rates for value of lost production resulting from downtime	- Space for stakeholder activities outside the scope of the specific proposal - Equivalent commercial rates

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ANNEX Statement of Work Example

Attached, in CanadabuyssCanada.gc.ca/SAP Ariba, is the SOW template that all selected bidders will complete, in collaboration with the LGO, DRDC, and other project partners during the contract negotiation stage. It will form part of the resulting contract/MOA and contain milestone breakdowns and other information extracted directly from the proposal.

To view the attachment, please see the CFP event details in CanadabuyssCanada.gc.ca/SAP Ariba and click the "References" icon.

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ANNEX COST BREAKDOWN EXAMPLE

Attached, in Canadabuy.Canada.gc.ca/SAP Ariba, is the Milestone Cost Breakdown template that all selected bidders will complete, in collaboration with the LGO, DRDC, and other project partners during the contract negotiation stage. This is the required level of granularity required for PSPC to determine that the proposed prices are fair and reasonable (funding being requested from Canada).

Note: To view the attachment, please see the CFP event details in Canadabuy.Canada.gc.ca/SAP Ariba and click the "References" icon.