

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
Place du Portage, Phase III
Core OA1\noyau OA1
11 Laurier St./11, rue Laurier
Gatineau, Québec K1A 0S5
Bid Fax: (613) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Works and Government
Services Canada

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

Proposition aux: Travaux Publics et Services
Gouvernementaux Canada

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

Comments - Commentaires

Title - Sujet Enterprise Information Technology S	
Solicitation No. - N° de l'invitation W6369-12P5TU/A	Date 2012-04-23
Client Reference No. - N° de référence du client W6369-12P5TU	
GETS Reference No. - N° de référence de SEAG PW-\$\$XF-005-24331	
File No. - N° de dossier 005xf.W6369-12P5TU	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-14	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Maheson, Vaanee	Buyer Id - Id de l'acheteur 005xf
Telephone No. - N° de téléphone (819) 956-1770 ()	FAX No. - N° de FAX (819) 956-8303
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Health Services Project Division (XF)/Division des projets
de services de santé (XF)

Place du Portage, Phase III, 12C1
11 Laurier St./11 rue, Laurier
Gatineau
Gatineau
K1A 0S5

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

Solicitation No. - N° de l'invitation

W6369-12P5TU/A

Amd. No. - N° de la modif.

File No. - N° du dossier

005xfW6369-12P5TU

Buyer ID - Id de l'acheteur

005xf

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

W6369-12P5TU

CCC No./N° CCC - FMS No/ N° VME

Please see the following RFP.

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**BID SOLICITATION FOR
IT PROFESSIONAL SERVICES FOR DEPARTMENT OF NATIONAL DEFENCE (DND) ENTERPRISE
INFORMATION TECHNOLOGY SERVICE MANAGEMENT (EITSM) PROJECT**

PART 1 - GENERAL INFORMATION

1. INTRODUCTION

This document states terms and conditions that apply to bid solicitation # W6369-12-P5TU/A. It is divided into seven parts plus annexes and, if applicable, attachments as follows:

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

The annexes include the Statement of Work, the Basis of Payment and any other annexes.

2. SUMMARY

- (a) This bid solicitation is being issued to satisfy the requirement of Department of National Defence for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- (b) It is intended to result in the award of one contract for one year, plus three one-year irrevocable option periods, allowing Canada to extend the term of the contract.
- (c) There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html>) website.
- (d) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT), the Canadian-Chile Free Trade Agreement (CCFTA), and the Canada-Peru Free Trade Agreement (CPFTA).
- (e) This procurement is subject to the Controlled Goods Program.
- (f) Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the National Capital Region under the EN578-055605/D series of Supply Arrangements (SAs) are eligible to compete. The

TBIPS Supply Arrangement EN578-055605/D is incorporated by reference and forms part of this bid solicitation as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.

- (g) The following resources in Categories of Personnel described below are required on an as and when requested basis in accordance with the TBIPS SA Annex "B":

CATEGORY OF PERSONNEL	LEVEL OF EXPERTISE
Courseware Developer	Level 2
Instructor IT	Level 2
Data Conversion Specialist	Level 2
Technical Writer	Level 2
Business Consultant	Level 2

3. DEBRIEFINGS

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

PART 2 - BIDDER INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada (PWGSC).
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 5.4 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:
 - (i) Delete: sixty (60) days
 - (ii) Insert: 120 days

2. SUBMISSION OF BIDS

- (a) Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail will not be accepted.

3. ENQUIRIES - BID SOLICITATION:

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than five calendar days before the bid closing date, unless otherwise specified in each RFP. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. APPLICABLE LAWS

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- (b) A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by inserting the name of the Canadian province or territory of its choice in the Bid Submission Form. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

5. IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

1. BID PREPARATION INSTRUCTIONS

- (a) Canada requests that bidders provide their bid in separately bound sections as follows:

- (i) Section I: Technical Bid (4 hard copies and 2 soft copy)
- (ii) Section II: Financial Bid (2 hard copies and 1 soft copy)
- (iii) Section III: Certifications (1 hard copy)

Where a soft copy is required, if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy. Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.

- (b) Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (i) Use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (ii) Use a numbering system that corresponds to the bid solicitation;
- (iii) Include a title page at the front of each section of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- (iv) Include a table of contents.

- (c) Green Procurement: In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement which can be found at:<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>

To assist Canada in reaching its objectives, bidders are encouraged to:

- (i) Use paper containing fibre certified as originating from a sustainably managed forest and/or containing minimum 30% recycled content; and
 - (ii) Use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- (d) The Bidder may submit more than one bid. If an alternate bid is submitted, it must be a physically separate document, clearly marked as an alternate bid. Each bid will be evaluated independently, without regard to the other bids submitted by the Bidder. As a result, every bid must be complete on its own. Material submitted in one bid will not be used to supplement another bid submitted by the same bidder. If the Bidder submits multiple bids and wishes to withdraw one or more of those bids, Canada may require that the Bidder withdraw either all its bids, or none of them.

2. SECTION I: TECHNICAL BID

In their technical bid, Bidders will demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders will demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer

to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical bid consists of the following:

- (a) Signed Copy of the bid solicitation: This section should include a signed copy of page "1" of this bid solicitation (which is deemed to include all amendments) as per instructions detailed in 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements referenced in Part 2 of this bid solicitation. This section may also contain an executive summary and/or letter of transmittal at the Bidder's discretion;
- (b) Bid Submission Form: Bidders are requested to provide the information requested in the Bid Submission Form found in Attachment 1 with their bids. This form allows bidders to provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information requested in the Bid Submission Form is missing, Canada will provide the Bidder with an opportunity to provide the missing information;
- (c) Security, Financial & Other Requirements: As required by Part 6 of this bid solicitation; and,
- (d) Point-Rated Evaluation Criteria: This section should be prepared in response to the Point-Rated Evaluation Criteria contained in Attachment 2 of this bid solicitation.

3. SECTION II: FINANCIAL BID

Bidders must submit their financial bid in accordance with Attachment 3 of this bid solicitation.

4. SECTION III: CERTIFICATIONS

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of the Client(s) and/or PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

2. TECHNICAL EVALUATION

Point-Rated Technical Criteria: Where Point-Rated Technical Criteria are specified in the RFP, each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. Point-rated evaluation criteria and/or evaluation processes are described in Attachment 2.

3. FINANCIAL EVALUATION

- (a) The Bidder's Financial Bid will be evaluated by PWGSC to ensure compliance with all submission requirements identified in the Financial Evaluation Criteria provided at Attachment 3 of this bid solicitation.
- (b) PWGSC will conduct the financial evaluation by calculating the Evaluated Bid Price for each Bidder as per Attachment 3 - Article 2.3. Financial Bid Presentation Sheet.

4. BASIS OF SELECTION- HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE

- (a) To be declared responsive, a bid must comply with all the requirements of the bid solicitation. Bids that do not comply with all the requirements of the bid solicitation will be declared non-responsive.
- (b) The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- (c) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

- (d) To establish the pricing score, each responsive bid's Evaluated Bid Price will be prorated against the lowest Evaluated Bid Price and multiplied by the ratio of 40%.
- (e) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- (f) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- (g) If more than one bid is ranked first because of identical combined ratings, then the bid with the best technical merit score will become the top-ranked bid.

Example:

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

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

	Bid		
	Bid 1	Bid 2	Bid 3
Overall Technical Score	32/40	20/40	25/40
Evaluated Bid Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$32/40 \times 60 = 48.00$	$20/40 \times 60 = 30.00$	$25/40 \times 60 = 37.50$
Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating	80.73	66.00	77.50
Overall Rating	1st	3rd	2nd

- (h) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

- (a) The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.
- (b) Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.
- (c) If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
- (d) The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (i) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
- (ii) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (iii) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or

more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

- (iv) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

Note to Bidders: Bidders are requested to use the Bid Submission Form to provide information about their status under this program. For a joint venture bidder, this information must be provided for each member of the joint venture.

2. FORMER PUBLIC SERVANT CERTIFICATION

Contracts with 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 with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?
YES () NO ()

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Note to Bidders: *Bidders are requested to provide the information required by this clause in their Bid Submission Form.*

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. SECURITY REQUIREMENT

- (a) Before award of a contract, the following conditions must be met:
 - (i) The Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses; and,
 - (ii) The Bidder must provide the security clearance information and name of all individuals who may be proposed to do Work under the Contract.
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

2. FINANCIAL CAPABILITY

SACC Manual clause A9033T (2011-05-16) Financial Capability applies to this requirement.

3. CONTROLLED GOODS REQUIREMENT

SACC Manual clause A9130T (2011-05-16) Controlled Goods Program

PART 7 - RESULTING CONTRACT CLAUSES

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

1. REQUIREMENT

_____ (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract.

- (a) **Client (s):** Under the Contract, the "Client" is Department of National Defence.
- (b) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.
- (c) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions.

2. TASK AUTHORIZATION ("TA")

- (a) **Purpose of TA:** Services to be provided under the Contract on an "as-and-when requested basis" will be ordered by Canada using the Task Authorization ("TA") process.
- (b) **Process of Issuing a TA:** If a requirement for a specific task is identified, a draft "statement of task" will be prepared by the Client and sent to the Contractor. Once it receives the statement of task, the Contractor must submit a response to the Authority identified in the TA detailing the cost and time to complete the task, and must provide the information required in Annex B – Statement of Work Article 6.6. The Contractor's response must be based on the rates set out in the Contract. The Contractor will not be paid for providing the response or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within five working days of the request, unless otherwise specified.
- (c) **Approval Process:** If Canada approves the Contractor's task response, Canada (by its authorized representative, as described in this contract) will issue the TA by forwarding a signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion. The Contractor must not commence Work until a TA authorized by the authorized representative has been received by the Contractor. The Contractor acknowledges that any Work performed before a TA has been received will be done at the Contractor's own risk.
- (d) **Authority to Issue a TA:** Any TA with a value less than or equal to \$226,000.00 (including GST/HST) may be issued by the Technical Authority. Any TA with a value greater than this amount must be issued directly by the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's authority to issue TAs at any time.
- (e) **Contents of a TA:** A Task Authorization must contain the following information, if applicable:
 - (i) A task number;
 - (ii) The details of any financial coding to be used;
 - (iii) The number of resources in each category required;
 - (iv) A statement of work for the task outlining the activities to be performed and identifying any deliverables;

- (v) The duration of the task is to be carried out (start and end dates);
 - (vi) Milestone dates for deliverables and payments (if applicable);
 - (vii) The number of person-days of effort required;
 - (viii) The specific work location;
 - (ix) The price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - (x) Any other constraints that might affect the completion of the task.
- (f) **Charges for Work under a TA:** The Contractor must not charge Canada anything more than the price set out in the Task Authorization unless Canada has issued a TA amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work.
- (g) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.
- (h) **Refusal of Task Authorizations:** The Contractor is required to submit a response in response to every draft statement of task issued by Canada. Canada may immediately, and without further notice, terminate the Contract for default if the Contractor does not submit a response in response to a draft statement of task issued during the Contract Period.

3. **MINIMUM WORK GUARANTEE**

- (a) In this clause, "Minimum Contract Value" means 5% of the amount identified as the Total Estimated Cost on page 1 of the Contract when it is first awarded. The Contractor must perform the Work described in the Contract as and when requested by Canada during the Contract Period. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph (c). In consideration of this obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract.
- (b) If Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- (c) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

4. **STANDARD CLAUSES AND CONDITIONS**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

- (a) **General Conditions:**
2035 (2012-03-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- (b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;

apply to and form part of the Contract.

5. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER

- (a) The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
- (b) The Contractor personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CIISD/PWGSC.
- (c) The Contractor MUST NOT remove any CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- (d) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
- (e) The Contractor must comply with the provisions of the:
 - (i) Security Requirements Check List **EN578-055605/E**, described in Annex "A"; and,
 - (ii) Industrial Security Manual (Latest Edition).

6. SECURITY REQUIREMENT FOR UNITED STATES SUPPLIER

- (a) The FOREIGN Contractor shall, at all times during the performance of the Contract, hold a valid Facility Security Clearance, issued by the National Security Authority/Designated Security Authority (NSA/DSA), for Industrial Security of United States, at the level of **SECRET**.
- (b) The FOREIGN Contractor personnel requiring access to CLASSIFIED information, assets or controlled site(s) shall EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by the NSA/DSA of United States.
- (c) The FOREIGN Contractor SHALL NOT remove any CLASSIFIED information from the identified access controlled site(s), and the FOREIGN Contractor shall ensure that its personnel are made aware of and comply with this restriction.
- (d) The FOREIGN Contractor shall comply with the provision of the:
 - (i) industrial security regulations or the manual of the NSA/DSA of United States of America; and,
 - (ii) Security Requirements Check List, EN578-055605/E, described in Annex "A".
- (e) The above paragraphs shall also be inserted in all subcontracts that involve access to CLASSIFIED information/assets.

U.S. TABLE OF EQUIVALENCY

CANADA	U.S
	WHILE IN THE U.S.
	SPECIAL INSTRUCTIONS REQUIRED FROM THE THE CANADIAN & INTERNATIONAL INDUSTRIAL SECURITY DIRECTORATE (CIISD) OF PWGSC
SECRET	SECRET

7. CONTRACT PERIOD

- (a) **Contract Period:** The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - (i) The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends ____ (*the initial contract period is a one year period from date of contract award, contract end date will be inserted prior to contract award*); and
 - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
 - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

8. AUTHORITIES

(a) **Contracting Authority:**

The Contracting Authority for the Contract is:

Name: Vaanee Maheson
 Title: Supply Team Leader
 Organization: Public Works and Government Services Canada
 Address: 11, Laurier Street Portage III, 12C1, Gatineau, Qc, K1A 0S5
 Telephone: 819-956-1770
 Facsimile: 819-956-8303
 E-mail address: vaanee.maheson@tpsgc-pwgsc.gc.ca

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

(b) **Technical Authority**

The Technical Authority for the Contract is: *(to be inserted prior to Contract award)*

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

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

(c) **Contractor's Representative** *(to be inserted prior to Contract award)*

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

9. PAYMENT

9.1 Basis of Payment

The Contractor will be reimbursed for the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex C.

9.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (b) 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 Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - (i) it is 75 percent committed, or
 - (ii) 4 months before the Contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.

- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

9.3 Method of Payment

- (a) **Task Authorizations with a Fixed Time Rate to a Maximum Price:** For each individual Task Authorization issued under the Contract that contains a maximum price:
 - (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice; and,
 - (ii) Once Canada has paid the maximum price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the Task Authorization, all of which is required to be performed for the maximum price. If the work described in the Task Authorization is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum price, Canada is only required to pay for the time spent performing the work related to that Task Authorization.
- (b) **Task Authorizations with a Firm Price - Lump Sum Payment on Completion:** Canada will pay the Contractor upon completion and delivery of all the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if:
 - (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) all such documents have been verified by Canada; and,
 - (iii) the Work delivered has been accepted by Canada.
- (c) **Task Authorizations with a Firm Price - Milestone Payments:** For any Task Authorization issued that includes a schedule of milestone payments to be made once specific portions of the Work have been completed and accepted, Canada will make milestone payments in accordance with the schedule of milestones detailed in that Task Authorization and the payment provisions of the Contract, up to 90% of the amount claimed and approved by Canada if:
 - (i) an accurate and complete claim for milestone payment using form PWGSC-TPSGC1111 <http://publiservice.tpsgc-pwgsc.gc.ca/forms/text/index-e.html> and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) the total amount for all milestone payments paid by Canada under that Task Authorization does not exceed 90%, or the other percentage specified in the Task Authorization, of the total amount to be paid;
 - (iii) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives; and
 - (iv) all work associated with the milestone and any deliverable required have been completed, delivered, and accepted by Canada.

The balance of the amount payable will be paid in accordance with the basis of payment provisions of the Contract following delivery and acceptance of the Work for which milestone payments were made.

9.4 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

9.5 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

10. INVOICING INSTRUCTIONS

- (a) The Contractor must submit invoices in accordance with the section entitled Invoice Submission of the general conditions. Invoices cannot be submitted until all Work identified in the invoice is completed.
- (b) Each invoice must be supported by the following, as applicable:
 - (i) weekly time reports specifying time worked each day for each resource;
 - (ii) weekly status reports indicating progress related to all assigned tasks; and,
 - (iii) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- (c) Invoices must be distributed as follows:
 - (i) The original and one (1) copy must be forwarded to the following address for certification and payment. *(address will be inserted prior to contract award)*

 - (ii) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled Authorities of the Contract.

11. CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its response to the bid solicitation or TA request is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid or a TA response is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

12. APPLICABLE LAWS

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

13. PRIORITY OF DOCUMENTS

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental general conditions, 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) General Conditions 2035 (2012-03-02);
- (d) Annex B - Statement of Work;
- (e) Annex C - Basis of Payment;
- (f) Annex A - Security Requirements Check List;
- (g) Annex D – Insurance Requirements
- (h) The signed Task Authorizations;
- (i) Supply Arrangement Number EN578-055605/xxx/EL (the "Supply Arrangement"); and
- (j) the Contractor's bid dated _____ not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

14. DEFENCE CONTRACT

SACC Manual Clause A9006C (2008-05-12) Defence Contract

15. FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

16. FOREIGN NATIONALS (FOREIGN CONTRACTOR)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

17. INSURANCE REQUIREMENTS

- (a) The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- (b) The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- (c) The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (d) The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

18. LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. 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) 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) 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) 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) 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) 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 any 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 by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (2.) of the greater of 0.75 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 \$1,000,000.00. 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 \$ 1,000,000.00, whichever is more.

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) 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) 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 (i), 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) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph (c).

19. CONTROLLED GOODS PROGRAM

SACC Manual clause A9131C (2011-05-16) Controlled Goods Program

20. PROFESSIONAL SERVICES – GENERAL

- (a) The Contractor must provide, as and when requested by Canada using a Task Authorization, informatic professional services.
- (b) When specific individuals are proposed by the Contractor to perform the Work, the Contractor must make such persons available to perform the Work within 10 working days of the issuance of the Contract or the TA (whichever first contains instructions from Canada for that individual to report to the Work site). Where such a specific individual is unavailable to perform the Work, Canada may elect to either (i) exercise its rights or remedies under the Contract or at law (including terminating the Contract for default), or (ii) Canada may require the Contractor to propose the replacement of the specific individual in accordance with the Article titled, "Replacement of Specific Individuals" in the General Conditions 2035. This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the operating environment.
- (c) If there must be a change in a resource performing Work under the Contract (which must in any case comply with the requirements in the section of the General Conditions entitled "Replacement of Specific Individuals"), the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada's notice of the requirement for a replacement).
- (d) All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency) and must be competent to provide the required services by any delivery dates described in the Contract. The resource must be approved by Canada prior to the replacement at the Work site.
- (e) If the Contractor fails to meet any of its obligations under this Article, or fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of

the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within 10 working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

21. SAFEGUARDING ELECTRONIC MEDIA

- (a) 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) 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, including accidental erasure, the Contractor must immediately replace it at its own expense.

22. CANADIAN FORCES SITE REGULATIONS

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

23. ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

24. TRANSITION SERVICES AT THE END OF THE CONTRACT PERIOD

The Contractor agrees that, in the period leading up to the end of the Contract Period and for up to three months afterwards, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no additional charge for these services.

25. JOINT VENTURE CONTRACTOR

Note to Bidders: *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members:
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - (i) _____ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
 - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and

- (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)



Contract Number / Numéro du contrat EN578-055605-E
Security Classification / Classification de sécurité UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Acquisitions
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Standing Offer for the provision of Task Based Informatics Professional Services to the Government of Canada		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat EN578-055605-E
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input checked="" type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET- SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



Contract Number / Numéro du contrat EN578-055605-E
Security Classification / Classification de sécurité UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉE			NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C	CONFIDENTIEL		TRÈS SECRET	
Information / Assets / Renseignements / Biens / Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité UNCLASSIFIED
--

ANNEX B – STATEMENT OF WORK

1. BACKGROUND

- 1.1. An Enterprise Information Technology Service Management (EITSM) Implementation Program Office is being stood up under the direction of the Department of National Defence - Assistant Deputy Minister (Information Management) (ADM(IM)) in order to implement an Enterprise Service Lifecycle approach (service strategy, service design, service transition, service operation and continual service improvement), using the Information Technology Infrastructure Library (ITIL) framework, in the designated classified (SECRET) domains both at the strategic (garrison) and tactical (deployed) levels.
- 1.2. To achieve EITSM, there will be a need to transition from multiple existing service instances (e.g. the Air Force currently provides their own incident management, configuration management and change management, using Axios assyst and have their own service desk) to centralized services, using Axios assyst as the standard. This will require the migration and integration from existing toolsets used for Incident, Problem, Configuration, Change and Release Management, etc. to Axios assyst.
- 1.3. The enterprise processes to be implemented include, but are not limited to:
 - Change management;
 - Release management;
 - Incident management;
 - Problem management;
 - Configuration management;
 - IT asset management;
 - Request management;
 - Availability management;
 - Capacity management;
 - Service level management;
 - Business continuity management; and
 - IT financial management.
- 1.4. The enterprise functions to be implemented include:
 - Service desk;
 - Technical management;
 - Application management; and
 - IT operations management.

2. OBJECTIVE

- 2.1 The objective of the Contract is to implement and integrate Axios assyst as part of the EITSM program in the designated, and classified (SECRET) domains at the strategic (garrison) and tactical (deployed) levels.

3. SCOPE

3.1 The scope of this work is designed to meet the challenges of Enterprise IT Service Lifecycle Management for the Department of National Defence/Canadian Forces (DND/CF) – service strategy, service design, service transition, service operations and continual service improvement. The work includes the implementation and integration of Axios assyst into the DND/CF environment.

4. APPLICABLE DOCUMENTS

4.1 All historical and current EITSM documentation located on the Defence Wide Area Network (DWAN) will be available for reference during the Contract period.

5. TASKS

5.1 The Courseware Developer, Level 2 must, on an as-and-when requested basis:

5.1.1 Develop and update an EITSM training plan and training packages to provide specific courses for train-the-trainer, first and second line support users, third line support users, engineering users, and business users (i.e. Change Management Authority, etc.). This training is to include training on processes, procedures, workflows and Axios assyst.

5.2 The Instructor IT, Level 2 must, on an as-and-when requested basis:

5.2.1 Develop and update the training script to support the training session; and

5.2.2 Deliver training sessions in support of the training plan, as required over the period of the Contract.

5.3 The Data Conversion Specialist, Level 2 must, on an as-and-when requested basis:

5.3.1 Work with the site data knowledge expert to identify existing data sources;

5.3.2 Develop strategies with site personal to gather data when necessary;

5.3.3 Determine the appropriate Extract Transform Load (ETL) approach for the site data;

5.3.4 Develop the appropriate ETL mechanisms for the site;

5.3.5 Test the solution with the site to confirm and validate the solution;

5.3.6 Document the solution and associated operation procedures; and,

5.3.7 Work with the project's delivery support team for the implementation of the solution in the production environment.

5.4 The Technical Writer, Level 2 must, on an as-and-when requested basis:

5.4.1 Observe a technical resource in the performance of a task (configuration or operational) and develop an understanding of the purpose, concept, and details of the task;

5.4.2 Document the observations in a standard format to the level of understanding by a non involved technical resource;

5.4.3 Provide the document to a technical resource for validation;

5.4.4 Edit the document as appropriate;

5.4.5 Store the documents in the EITSM document repository; and

5.4.6 Update the documents as required.

5.5 The Business Consultant, Level 2 must, on an as-and-when requested basis:

5.5.1 Provide recommendations pertaining to IT Service Management as it applies to EITSM;

- 5.5.2 Gather and analyze required information pertaining to EITSM for the purpose of developing deliverables defined in section 7 “Deliverables”;
- 5.5.3 Facilitate or lead meetings with service providers or other stakeholders as required in order to gather information and promote the advancement of EITSM;
- 5.5.4 Interview stakeholders to capture their business needs in relation to Information Technology Service Management;
- 5.5.5 Conduct analysis to match the stakeholders’ business needs with the EITSM solution;
- 5.5.6 Prepare and present solutions that meet stakeholder needs; and
- 5.5.7 Create, monitor and report on work plans to accomplish tasks to deliver results that meet stakeholder requirements.

6. RESOURCE QUALIFICATIONS

6.1. The Courseware Developer, Level 2 must have the following minimum qualifications:

- 6.1.1. Minimum five (5) years of experience developing training packages using products that allow for authoring, publishing and managing documentation. Products such as but not limited to Adobe Technical Communications Suite;
- 6.1.2. Minimum two (2) years of demonstrated Courseware Developer experience in developing Information Technology Service Management (ITSM) Service Desk tool training plans and packages for products such as, but not limited to Axios assyst, Remedy etc.; and
- 6.1.3. A Secret Security Clearance as per SRCL and Security Clause in Article 1.5 or 1.6 of the Contract.

Note to Bidders: The qualifications that the Bidder described in its bid in response to point-rated evaluation criteria R1, R2 will be inserted here.

6.2. The Instructor IT, Level 2 must have the following minimum qualifications:

- 6.2.1. Minimum five (5) years of demonstrated experience developing instructor’s training guides;
- 6.2.2. Minimum five (5) years of Demonstrated experience delivering IT training;
- 6.2.3. Minimum one (1) year of demonstrated Instructor experience with Axios assyst; and
- 6.2.4. A Secret Security Clearance as per SRCL and Security Clause in Article 1.5 of 1.6 of the Contract.

Note to Bidders: The qualifications that the Bidder described in its bid in response to point-rated evaluation criteria R3, R4 and R5 will be inserted here.

6.3. The Data Conversion Specialist, Level 2 must have the following minimum qualifications:

- 6.3.1. Minimum five (5) years of demonstrated experience gathering data from multiple sources and consolidating the data into a single repository. *Multiple sources means two or more data sources;
- 6.3.2. Minimum five (5) years demonstrated experience implementing a repeatable data conversion approach that results in consistent data output;
- 6.3.3. Minimum three (3) years of experience developing work instruments, specifically scripts for the purpose of automating repetitive extract, transforming and loading data;
- 6.3.4. Minimum three (3) years of experience in effective management of stakeholder relationships as demonstrated through successfully delivering guidance and advice to clients; and
- 6.3.5. A Secret Security Clearance as per SRCL and Security Clause in Article 1.5 or 1.6 of the Contract.

Note to Bidders: The qualifications that the Bidder described in its bid in response to point-rated evaluation criteria R6 will be inserted here.

6.4. The Technical Writer, Level 2 must have the following minimum qualifications:

- 6.4.1. A minimum of five (5) years of demonstrated experience gathering information, analyzing the subject and the audience, and producing clear documentation;
- 6.4.2. A minimum of three (3) years of demonstrated experience in capturing, writing, editing, and managing technical documentation for Information Technology (IT) systems; and
- 6.4.3. A Secret Security Clearance as per SRCL and Security Clause in Article 1.5 or 1.6 of the Contract.

Note to Bidders: The qualifications that the Bidder described in its bid in response to point-rated evaluation criteria R7, R8 will be inserted here.

6.5. The Business Consultant, Level 2 must have the following minimum qualifications:

- 6.5.1. A minimum of five (5) years of demonstrated experience gathering and analyzing information, and conducting analysis to match the stakeholders' business needs;
- 6.5.2. A minimum of three (3) years of demonstrated experience in effective management of stakeholder relationships as demonstrated through negotiation skills; and
- 6.5.3. A Secret Security Clearance as per SRCL and Security Clause in Article 1.5 or 1.6 of the Contract.

Note to Bidders: The qualifications that the Bidder described in its bid in response to point-rated evaluation criteria R9 and R10 will be inserted here.

6.6 Within five (5) working days of receipt of the task authorization, the Contractor shall submit the following to the Technical Authority (TA) for review:

- 6.6.1 the curriculum vitae of each of its proposed resources in response to the task authorization;
 - 6.6.2 proof of any professional certification required under SOW Article 6.1 to 6.5; and
 - 6.6.3 security clearance information (i.e. level of clearance, expiry date, security screening certificate and briefing form file number).
- 6.7 The TA will review the information submitted for compliance with the minimum qualifications detailed in SOW Article 6.1 to 6.5 above. If the TA determines that the proposed resource(s) do(es) not conform to the qualification requirements the Contractor must provide alternative resources that meet the qualifications listed in SOW Article 6.1 to 6.5.

7. DELIVERABLES

- 7.1 The Courseware Developer, Level 2 must provide the following to the TA on an as-and-when requested basis:
 - 7.1.1 An EITSM training plan; and
 - 7.1.2 Training packages for train-the-trainer, first and second line support users, third line support users, engineering users and business users.
- 7.2 The Instructor IT, Level 2 must provide the following to the TA on an as-and-when requested basis:
 - 7.2.1 Training for train-the-trainers, first and second line support users, third line support users, engineering users and business users.
- 7.3 The Data Conversion Specialist, Level 2 must provide the following to the TA on an as-and-when requested basis:
 - 7.3.1 Site data migration plans and procedures; and
 - 7.3.2 Site data migration work instruments i.e. scripts, spreadsheets.
- 7.4 The Technical Writer, Level 2 must provide the following to the TA on an as-and-when requested basis:
 - 7.4.1 Documented technical procedures.
- 7.5 The Business Consultant. Level 2 must provide the following to the TA on an as-and-when requested basis:
 - 7.5.1 Documented IT Service Management processes;
 - 7.5.2 Functional and non-functional requirements for EITSM stakeholders;
 - 7.5.3 Gap analysis and alignment of existing capabilities and EITSM solution;
 - 7.5.4 Adoption work plan and adoption agreement;
 - 7.5.5 Options and recommendations for deployed solution; and
 - 7.5.6 Reporting requirements for EITSM solution

8. REPORTING REQUIREMENTS

- 8.1 The Contractor must provide the following status reports to the TA:
 - 8.1.1 Weekly time reports for each resource indicating the hours worked each day; and
 - 8.1.2 Weekly status reports indicating progress related to all assigned tasks.

9. LANGUAGE REQUIREMENTS

9.1 The resources must be fluent in the English language. For the Instructor, IT, being fluently bilingual in both Official Languages would be an asset.

10. LOCATION OF WORK

10.1 All work must be performed within the National Capital Region (NCR), primarily at 2 Constellation Crescent, Ottawa, Ontario.

11. TRAVEL

11.1 The resources are expected to travel, on and as-and-when requested basis, to meet with site staff in order to effectively deliver the Work. A site is considered a DND/CF facility located in Canada. Pre-approved travel outside of the NCR will be reimbursed in accordance with Treasury Board regulations. Travel within the NCR may be required but will not be reimbursed.

12. ACCEPTANCE

12.1 All Work and deliverables under this SOW must be subject to the acceptance of the TA or a designated representative.

12.2 All drawings, reports, data, documents or materials provided to the Contractor by Canada remain the property of Canada. The Contractor must secure them from unauthorized use and must not release them to any third party, person or agency external to DND without the express written permission of the TA. Such materials(s) must be returned to the TA upon completion of the Contract or when requested by the TA.

12.3 All correspondence related to the above tasks and deliverables, either initiated by the Contractor or by any section of DND, must be submitted to the TA upon request. Correspondence is defined as records of conversations or decisions as well as any written correspondence. The format must be Microsoft Office Suite, e.g. Excel, Word and so forth, as appropriate. One hard copy and/or one electronic copy must be delivered at the request of the TA.

13. DEFINITIONS

<p>Large scale, complex environment</p> <p>An organization's information Technology Infrastructure (ITI) consisting of:</p> <ul style="list-style-type: none">• Multiple platforms, including mainframes and servers;• Multiple network operating systems, including MS Windows and UNIX;• Multiple security domains;• Multiple networks interconnected through gateways;• Geographically distributed networks using terrestrial and satellite communications;• Networks that use cryptography;• Over 50 servers, including file and print servers and application servers; and• Over 10,000 workstations
<p>Small to mid-size environment</p> <p>An organization's information Technology Infrastructure (ITI) consisting of:</p> <ul style="list-style-type: none">• Single to multiple platforms (i.e. mainframes and servers);• Single to multiple network operating systems (i.e MS Windows and UNIX);• Single to multiple security domains;• Single to multiple networks (interconnected through gateways);• Geographically non-distributed to distributed networks using terrestrial communications;

- Single to multiple networks that may use cryptography;
- From 1 to 50 servers, including file and print servers and application servers; and
- 10,000 or less workstations.

ANNEX C - BASIS OF PAYMENT

1. Professional Services

1.1 Professional Services provided under a Task Authorization with a Maximum Price:

For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Article 1.3 below, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

1.2 Professional Services provided under a Task Authorization with a Firm Price:

For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Article 1.3 below, Basis of Payment), GST/HST extra.

1.3 Professional Services Per Diem Rates

In accordance with an approved Task Authorization, the Contractor will be paid the following firm all-inclusive per diem rates for Work performed pursuant to the Contract during the Contract period (GST or HST extra).

Resource Category	Firm All-inclusive Per Diem Rates			
	Initial Contract Period Year 1	Option Period 1 Year 2	Option Period 2 Year 3	Option Period 3 Year 4
Courseware Developer – Level 2	\$	\$	\$	\$
Instructor IT – Level 2	\$	\$	\$	\$
Data Conversion Specialist – Level 2	\$	\$	\$	\$
Technical Writer – Level 2	\$	\$	\$	\$
Business Consultant – Level 2	\$	\$	\$	\$

2. Pre-Authorized Travel and Living Expenses:

1. Canada will reimburse the Contractor for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work outside the National Capital Area to DND/CF facilities, 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 Treasury Board Travel Directive in effect at the time: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>, and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.
2. The Contractor will be able to charge for time spent traveling outside the NCR at 50% of the per diem rates set out in the Contract. Time for travel which is more or less than a day shall be prorated to reflect the actual time for travel in accordance with the following formula:

$$\text{Hours of Travel} \times 50\% \text{ of firm all inclusive per diem rate}$$

7.5

Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

3. All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.
4. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
5. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor refuses, or is unable, to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for professional services requirements on the basis that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other requirements.

ANNEX D - INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - (n) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause,

have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

ANNEX E - DND 626 TASK AUTHORIZATION FORM

**TASK AUTHORIZATION
AUTORISATION DES TÂCHES**

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. – N° du contrat
		Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	<p>TO THE CONTRACTOR</p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p>À L'ENTREPRENEUR</p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery location – Expédié à		
Delivery/Completion date – Date de livraison/d'achèvement	Date	for the Department of National Defence pour le ministère de la Défense nationale
Contract item no. N° d'article du contrat	Services	Cost Prix
		GST/HST TPS/TVH
		Total
<p>APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p>		
_____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux		

**Instructions for completing
DND 626 - Task Authorization**

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

Signature of the DND person who has delegated Authority for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost

The cost of the Task broken out into the individual costed items in **Services**.

GST/HST

The GST/HST cost as appropriate.

Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

**Instructions pour compléter le formulaire
DND 626 - Autorisation des tâches**

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédié à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le pouvoir d'approbation en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

ATTACHMENT 1 - BID SUBMISSION FORM

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i>	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant" (FPS).	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
Federal Contractors Program for Employment Equity (FCP EE) Certification: If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to: (a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or (b) submit a valid Certificate number confirming its adherence to the FCP-EE. Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation. For joint ventures, be sure to provide this information for each of the members of the joint venture.	On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i> :
	(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;
	(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;
	(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR
	(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).

Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]	
Security Clearance Level of the Bidder <i>[include both the level and the date it was granted]</i>	
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 	
Signature of Authorized Representative of the Bidder	

ATTACHMENT 2 –TECHNICAL EVALUATION CRITERIA

1. INTRODUCTION

1.1 This document sets out the criteria that will be used to evaluate the Bidder's Technical Bid and describes the content required for conducting the technical evaluation.

1.2 The following definitions apply for technical evaluation purposes.

Definitions
<p>Large scale, complex environment</p> <p>An organization's information Technology Infrastructure (ITI) consisting of:</p> <ul style="list-style-type: none">• Multiple platforms, including mainframes and servers;• Multiple network operating systems, including MS Windows and UNIX;• Multiple security domains;• Multiple networks interconnected through gateways;• Geographically distributed networks using terrestrial and satellite communications;• Networks that use cryptography;• Over 50 servers, including file and Print Servers and Application servers; and• Over 10,000 workstations.
<p>Small to mid-size environment</p> <p>An organization's information Technology Infrastructure (ITI) consisting of:</p> <ul style="list-style-type: none">• Single to multiple platforms (i.e. mainframes and servers);• Single to multiple network operating systems (i.e MS Windows and UNIX).• Single to multiple security domains;• Single to multiple networks (interconnected through gateways);• Geographically non-distributed to distributed networks using terrestrial communications;• Single to multiple networks that may use cryptography;• From 1 to 50 servers, including, file and Print Servers and application Servers; and• Up to 10,000 workstations.

2. POINT-RATED CRITERIA:

- 2.1 The Bidder's Technical Bid will be scored out of a total of 40 available points.
- 2.2 The Technical Bid will be assessed against the following point-rated criteria, each weighted according to the maximum points indicated.

No.	COURSEWARE DEVELOPER (LEVEL 2) QUALIFICATIONS		
	<p>In addition to the minimum qualifications in Annex B – Statement of Work Article 6.1, point-rated criteria R1, and R2 will evaluate additional qualifications that the Bidder agrees to provide for the Courseware Developer (Level 2) resource category.</p> <p>The Bidder should provide a Statement of Qualifications (i.e., job description) indicating the experience, education and professional accreditation, as appropriate, for the Courseware Developer (Level 2) resource category. The Statement of Qualification will be evaluated in accordance with point-rated criteria R1, and R2.</p> <p>NOTE: The qualifications that the Bidder describes will be inserted into Annex “B” –Statement of Work under Article 6.1 prior to contract award. The Bidder is not requested to submit curriculum vitae of specific individuals as part of its bid. Curriculum vitae for specific resources are to be submitted after Contract Award in accordance with Article 6.6 of Annex “B” – Statement of Work.</p>		
R1	<p>The Bidder's proposed qualification for the Courseware Developer (Level 2) resource category should include a requirement for ITIL Certification.</p> <p>The Bidder will be awarded points, as follows, based on the level of ITIL Certification that it proposes for the Courseware Developer (Level 2) resource category:</p>	Points	Max Points Possible
	No ITIL Certification	0	2
	ITIL Foundation Certification	1	
	ITIL Expert Certification	2	
R2	<p>The Bidder's proposed qualification for the Courseware Developer (Level 2) resource category should include a requirement for 5 years of experience developing Enterprise ITSM training packages for different levels of users in either a large scale, complex environment or a small to mid-size environment.</p> <p>The Bidder's proposed qualification for the Courseware Developer (Level 2) resource category will be awarded points, as follows, based on the environment in which experience was obtained.</p>	Points	Max Points Possible
	Less than 5 years of experience developing Enterprise ITSM training packages for different levels of users	0	5
	5 years of experience developing Enterprise ITSM training packages for different levels of users in a small to mid-size environment.	2	
	5 years of experience developing Enterprise ITSM training packages for different levels of users in a large scale, complex environment.	5	

No.	INSTRUCTOR IT (LEVEL 2) QUALIFICATIONS		
<p>In addition to the minimum qualifications in Annex B – Statement of Work Article 6.2, point-rated criteria R3, R4, and R5 will evaluate additional qualifications that the Bidder agrees to provide for the Instructor IT (Level 2) resource category.</p>			
<p>The Bidder should provide a Statement of Qualifications (i.e., job description) indicating the experience, education and professional accreditation, as appropriate, for the Instructor IT (Level 2) resource category. The Statement of Qualification will be evaluated in accordance with point-rated criteria R3, R4 and R5.</p>			
<p>NOTE: The qualifications that the Bidder describes will be inserted into Annex “B” –Statement of Work under Article 6.2 prior to contract award. The Bidder is not requested to submit curriculum vitae of specific individuals as part of its bid. Curriculum vitae for specific resources are to be submitted after Contract Award in accordance with Article 6.6 of Annex “B” – Statement of Work.</p>			
R3	<p>The Bidder’s proposed qualification for the Instructor IT (Level 2) resource category should include a requirement for ITIL Certification.</p>	Points	Max Points Possible
<p>The Bidder will be awarded points, as follows, based on the level of ITIL Certification that it proposes for the Instructor IT (Level 2) resource category:</p>			
No ITIL Certification		0	2
ITIL Foundation Certification		1	
ITIL Expert or Service Manager Certification		2	
R4	<p>The Bidder’s proposed qualification for the Instructor IT (Level 2) resource category should include a requirement for 5 years of experience developing an Enterprise ITSM training plan in either a large scale, complex environment or a small to mid-size environment.</p>	Points	Max Points Possible
<p>The Bidder’s proposed qualification for the Instructor IT (Level 2) resource category will be awarded points, as follows, based on the environment in which experience was obtained.</p>			
Less than 5 years of experience developing an Enterprise ITSM training plan in a small to mid-size environment		0	
5 years of experience developing an Enterprise ITSM training plan in a small to mid-size environment		2	5
5 years of experience developing an Enterprise ITSM training plan in a large scale, complex environment		5	
R5	<p>The Bidder’s proposed qualification for the Instructor IT (Level 2) resource category should include a requirement for 5 years of experience developing Enterprise ITSM training scripts for different levels of users in either a large scale, complex environment or a small to mid-size environment.</p>	Points	Max Points Possible
<p>The Bidder’s proposed qualification for the Instructor IT (Level 2) resource category will be awarded points, as follows, based on the environment in which experience was obtained.</p>			
Less than 5 years of experience developing Enterprise ITSM training scripts for different levels of users		0	5
5 years of experience developing Enterprise ITSM training scripts for different levels of users in a small to mid-size environment		2	
5 years of experience developing Enterprise ITSM training scripts for different levels of users in a large scale, complex environment		5	

No.	DATA CONVERSION SPECIALIST (LEVEL 2)		
<p>In addition to the minimum qualifications in Annex B – Statement of Work Article 6.3, point-rated criteria R6 will evaluate additional qualifications that the Bidder agrees to provide for the Data Conversion Specialist (Level 2) resource category.</p> <p>The Bidder should provide a Statement of Qualifications (i.e., job description) indicating the experience, education and professional accreditation, as appropriate, for the Data Conversion Specialist (Level 2) resource category. The Statement of Qualification will be evaluated in accordance with point-rated criteria R6.</p> <p>NOTE: The qualifications that the Bidder describes will be inserted into Annex “B” –Statement of Work under Article 6.3 prior to contract award. The Bidder is not requested to submit curriculum vitae of specific individuals as part of its bid. Curriculum vitae for specific resources are to be submitted after Contract Award in accordance with Article 6.6 of Annex “B” – Statement of Work.</p>			
R6	<p>The Bidder’s proposed qualification for the Data Conversion Specialist (Level 2) resource category should include a requirement for either a college diploma in Computer Technology or a Bachelor’s degree in Computer Science.</p> <p>The Bidder will be awarded points, as follows, based on the level of education for the Data Conversion Specialist (Level 2) resource category:</p>	Points	Max Points Possible
	No College diploma in Computer Technology or Bachelor’s degree in Computer Science	0	3
	College diploma in Computer Technology	1	
	Bachelor’s degree in Computer Science	3	

No.	TECHNICAL WRITER- LEVEL 2		
<p>In addition to the minimum qualifications in Annex B – Statement of Work Article 6.4, point-rated criteria R7 and R8 will evaluate additional qualifications that the Bidder agrees to provide for the Technical Writer (Level 2) resource category.</p> <p>The Bidder should provide a Statement of Qualifications (i.e., job description) indicating the experience, education and professional accreditation, as appropriate, for the Technical Writer (Level 2) resource category. The Statement of Qualification will be evaluated in accordance with point-rated criteria R7 and R8.</p> <p>NOTE: The qualifications that the Bidder describes will be inserted into Annex “B” –Statement of Work under Article 6.4 prior to contract award. The Bidder is not requested to submit curriculum vitae of specific individuals as part of its bid. Curriculum vitae for specific resources are to be submitted after Contract Award in accordance with Article 6.6 of Annex “B” – Statement of Work.</p>			
R7	<p>The Bidder’s proposed qualification for the Technical Writer (Level 2) resource category should include a requirement for experience capturing, writing, editing, and managing technical documentation for Information Technology (IT) systems.</p> <p>The Bidder’s proposed qualification for the Technical Writer (Level 2) resource category will be awarded points, as follows, based on the number of years of experience capturing, writing, editing, and managing technical documentation for Information Technology (IT) systems:</p>	Points	Max Points Possible
	3 years of experience or less	0	5
	More than 3 years of experience to 4 years of experience	1	
	More than 4 years of experience to 5 years of experience	2	

	More than 5 years of experience to 6 years of experience	3	
	More than 6 years of experience to 7 years of experience	4	
	More than 7 years of experience	5	
R8	<p>The Bidder's proposed qualification for the Technical Writer (Level 2) resource category should include a requirement for 5 years of experience developing technical documentation for Information Technology Service Management (ITSM) software such as but not limited to Axios assyst, BMC Remedy, Marval MSM in either a large scale, complex environment or a small to mid-size environment.</p> <p>The Bidder's proposed qualification for the Technical Writer (Level 2) resource category will be awarded points, as follows, based on the environment in which experience was obtained.</p>	Points	Max Points Possible
	Less than 5 years of experience developing technical documentation for Information Technology Service Management (ITSM) software such as but not limited to Axios assist, BMC Remedy, Marval MSM.	0	5
	5 years of experience developing technical documentation for Information Technology Service Management (ITSM) software such as but not limited to Axios assyst, BMC Remedy, Marval MSM in a small to mid-size environment.	2	
	5 years of experience developing technical documentation for Information Technology Service Management (ITSM) software such as but not limited to Axios assyst, BMC Remedy, Marval MSM in a large scale, complex environment.	5	

No.	BUSINESS CONSULTANT, LEVEL 2		
	<p>In addition to the minimum qualifications in Annex B – Statement of Work Article 6.5, point-rated criteria R9 and R10 will evaluate additional qualifications that the Bidder agrees to provide for the Business Consultant (Level 2) resource category.</p> <p>The Bidder should provide a Statement of Qualifications (i.e., job description) indicating the experience, education and professional accreditation, as appropriate, for the Business Consultant (Level 2) resource category. The Statement of Qualification will be evaluated in accordance with point-rated criteria R9 and R10.</p> <p>NOTE: The qualifications that the Bidder describes will be inserted into Annex “B” –Statement of Work under Article 6.5 prior to contract award. The Bidder is not requested to submit curriculum vitae of specific individuals as part of its bid. Curriculum vitae for specific resources are to be submitted after Contract Award in accordance with Article 6.6 of Annex “B” – Statement of Work.</p>		
R9	<p>The Bidder's proposed qualification for the Business Consultant (Level 2) resource category should include a requirement for ITIL Certification.</p> <p>The Bidder will be awarded points, as follows, based on the level of ITIL Certification that it proposes for the Business Consultant (Level 2) resource category:</p>	Points	Max Points Possible
	No ITIL Certification	0	3
	ITIL Foundation Certification	1	
	ITIL Expert Certification	3	

R10	<p>The Bidder's proposed qualification for the Business Consultant (Level 2) resource category should include a requirement for experience working any of the processes identified in Annex B – Article 1.3 of the SOW in either a large scale, complex environment or a small to mid-size environment.</p> <p>The Bidder's proposed qualification for the Business Consultant (Level 2) resource category will be awarded points, as follows, based on the environment in which experience was obtained.</p>	Points	Max Points Possible
	Less than 5 years of experience working on any of the processes identified in Annex B – Article 1.3 of the SOW	0	5
	5 years of experience working on any of the processes identified in Annex B – Article 1.3 of the SOW in a small to mid-size environment	2	
	5 years of experience working on any of the processes identified in Annex B – Article 1.3 of the SOW in a large scale, complex environment	5	

ATTACHMENT 3 – FINANCIAL EVALUATION CRITERIA

1. Overview

- 1.1 The Financial Bid must be submitted in accordance with all the instructions herein.
- 1.2 PWGSC will be solely responsible for the conduct of the financial evaluation, which will be done independently of the Technical Bid evaluation. Failure to provide any of the information requested under article 2 below may prohibit PWGSC from evaluating the reasonableness of the bid price or calculating the bid price for evaluation purposes and may result in the bid being deemed non-responsive and being given no further consideration.
- 1.3 The weights provided below will be used consistently across all Bidders to calculate the Evaluated Bid Price for prices proposed in accordance with article 2 below. The inclusion of weights provided in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the services identified in this bid solicitation will be consistent with the weights provided herein. Weights are provided for bid evaluation purposes only.

2. Financial Bid Preparation Instructions

2.1 Format of Financial Bid

- 2.1.1 The Financial Bid is to be submitted as a separate section within the Bidder's bid. The Bidder's Financial Bid should be in accordance with the Financial Bid Presentation Sheet detailed in article 2.3 below and must provide prices in accordance with the stated requirements, as detailed in Annex C - Basis of Payment to the Resulting Contract, of this bid solicitation.
 - 2.1.2 The Financial Bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
 - 2.1.3 Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder that does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- 2.1.4 Bidders must not make any assumptions or restrictions that are associated with their Financial Bid.
- 2.1.5 All prices in the Financial Bid must be in Canadian funds, exclusive of Harmonized Sales Tax (HST), Provincial Sales Tax (PST) and Good and Services Tax (GST). The GST/HST, where applicable, is extra to these prices and will be paid by Canada.
- 2.1.6 Prices must be firm with Canadian customs duties and excise taxes included as applicable and pricing must be on an FOB destination basis.
- 2.1.7 Any and all costs associated with meeting the requirements detailed in this bid solicitation, including any travel and living expenses incurred as a consequence of any relocation required to satisfy the terms of the Contract, are the responsibility of the Bidder.

2.1.8 **Variation in Professional Services Resource Rates from Year to Year:** The Bidder may propose different rates for Categories of Personnel for multi-year contracts, including per diem rates that are higher than the ceiling rate contained within Annex "C" to Part A of their Supply Arrangement. The Bidder's firm per diem rate must not exceed the established ceiling rate for the first year only of any resulting contract.

2.2 Substantiation of Professional Services Rates

- 2.2.1 In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bid, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:
- (i) documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
 - (ii) a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation and the Bidder's bid) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
 - (iii) a signed contract with a subcontractor who will perform the Work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation and the Bidder's bid); or
 - (iv) details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation and the Bidder's bid) to provide services under the relevant resource category, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.
- 2.2.2 Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the relevant resource, Canada may declare the bid non-responsive, if the rate bid is at least 20% lower than the median price bid by responsive bidders for the first year of the resulting contract for the relevant resource(s).

2.3 Financial Bid Presentation Sheet

The Bidder must provide its proposed firm, all-inclusive per diem rates as per article 1 of Annex C Basis of Payment.

		A	B	C	D	E	F
		Firm All-inclusive Per Diem Rates				Weight (used for evaluation purposes only)	Subtotal
	Resource Category	Initial Contract Period Year 1	Option Period 1 Year 2	Option Period 2 Year 3	Option Period 3 Year 4		
1	Courseware Developer – Level 2	\$	\$	\$	\$	440	$F1=(A1+B1+C1+D1)*E1$
2	Instructor IT – Level 2	\$	\$	\$	\$	660	$F2=(A2+B2+C2+D2)*E2$
3	Data Conversion Specialist – Level 2	\$	\$	\$	\$	1540	$F3=(A3+B3+C3+D3)*E3$
4	Technical Writer – Level 2	\$	\$	\$	\$	220	$F4=(A4+B4+C4+D4)*E4$
5	Business Consultant – Level 2	\$	\$	\$	\$	2200	$F5=(A5+B5+C5+D5)*E5$
6	EVALUATED BID PRICE						$F6=F1+F2+F3+F4+F5$

For evaluation purposes, every per diem rate provided for a resource category will be added together, multiplied by the respective weight in column E, and then totalled in order to obtain the Evaluated Bid Price (F6).