

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions -
TPSGC

11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau
Québec
K1A 0S5

**Revision to a Request for Supply
Arrangement - Révision à une demande
pour un arrangement en matière
d'approvisionnement**

The referenced document is hereby revised; unless
otherwise indicated, all other terms and conditions of
the Solicitation remain the same.

Ce document est par la présente révisé; sauf
indication contraire, les modalités de l'invitation
demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Electronic Information Technology Professional Srv
Div/Div des srv professionnels en technologie de
l'information électronique
11 Laurier St. / 11 rue Laurier
Portage III 0A1 - 1
Gatineau
Québec
K1A 0S5

Title - Sujet TBIPS	
Solicitation No. - N° de l'invitation EN578-055605/E	Date 2013-03-11
Client Reference No. - N° de référence du client EN578-055605	Amendment No. - N° modif. 011
File No. - N° de dossier 003ei.EN578-055605	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$\$EI-003-25338	
Date of Original Request for Supply Arrangement 2013-01-18 Date de demande pour un arrangement en matière d'app. originale	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-03-25	
Address Enquiries to: - Adresser toutes questions à: Benoit(003ei), Real	
Buyer Id - Id de l'acheteur 003ei	
Telephone No. - N° de téléphone (819) 934-4667 ()	FAX No. - N° de FAX (819) 956-7827
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This revision does not change the security requirements of the solicitation. Cette révision ne change pas les besoins en matière de sécurité de l'invitation.	

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required	Yes - Oui	No - Non
Accusé de réception requis	<input type="checkbox"/>	<input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

Solicitation Amendment #11

This Solicitation Amendment is raised to make the following:

A: Modifications #11 a), 11 b), 11 c), 11 d), 11e) , 11f), 11 g) and 12.

A: Modification:

Modification 11 a) Under Part 6C. MODEL RESULTING CONTRACT CLAUSES (Supply Arrangement)

7.16 Insurance Requirements, (b) Option 2, (A) 3:

Delete Article:

3 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. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Insert Article:

3 The Contractor should 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. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor 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 the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Modification 11 b) Under Part 6C. MODEL RESULTING CONTRACT CLAUSES (Supply Arrangement)

Delete in its entirety Article:**7.20 Professional Services - General**

- (a) The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- (b) If the Contractor 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 ten 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.
- (c) In General Conditions 2035, Article 08 is deleted and the following applies instead:
- (i) If a specific individual is identified in the Contract to perform the Work, the Contractor must provide his or her services within ten working days of the first day of the individual's required services as required by the Contract or a validly executed Task Authorization, unless the Contractor is unable to do so due to the sickness, death, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of the individual.
- (ii) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, within five working days of the departure of an existing resource (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) the Contractor must provide to the Contracting Authority:
- (A) the name, qualifications and experience of a proposed replacement immediately available for work; and
- (B) security information on the proposed replacement as specified by Canada, if applicable.
- The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
- (iii) Where Canada becomes aware that an individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting

Authority may elect to:

- (A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default, or
 - (B) require the Contractor propose a replacement acceptable to Canada to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
- (iv) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (v) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

Insert Article:

7.20 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- (b) If the Contractor 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 ten 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.
- (c) In General Conditions 2035, the Article titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

(i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:

(A) the name, qualifications and experience of a proposed replacement immediately available for Work; and

(B) security information on the proposed replacement as specified by Canada, if applicable.

Any assessment of the information provided will occur as per (ii) (B) below.

(ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:

(A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor", or

(B) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require the Contractor to propose another replacement within five working days' notice.

Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

(iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

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- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

Modification 11 c) Under Part 7B. RESULTING CONTRACT CLAUSES (Standing Offer)

Delete in its entirety Article:

7.18 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- (b) If the Contractor 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 ten 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.
- (c) In General Conditions 2035, Article 08 is deleted and the following applies instead:
- (i) If a specific individual is identified in the Contract to perform the Work, the Contractor must provide his or her services within ten working days of the first day of the individual's required services as required by the Contract or a validly executed Task Authorization, unless the Contractor is unable to do so due to the sickness, death, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of the individual.
- (ii) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, within five working days of the departure of an existing resource (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) the Contractor must provide to the Contracting Authority:
- (A) the name, qualifications and experience of a proposed replacement immediately available for work; and
- (B) security information on the proposed replacement as specified by Canada,

if applicable.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.

(iii) Where Canada becomes aware that an individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:

(A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default, or

(B) require the Contractor propose a replacement acceptable to Canada to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.

(iv) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

(v) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

Insert Article:

7.18 Professional Services - General

(a) The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.

(b) If the Contractor 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 ten 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.

(c) In General Conditions 2035, the Article titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

(i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:

(A) the name, qualifications and experience of a proposed replacement immediately available for Work; and

(B) security information on the proposed replacement as specified by Canada, if applicable.

Any assessment of the information provided will occur as per (ii) (B) below.

(ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:

(A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor", or

(B) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require the Contractor to propose another replacement within five working days' notice.

Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

(iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

(iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

Modification 11 d) Part 6C. MODEL RESULTING CONTRACT CLAUSES (Supply Arrangement)

Under Appendix A to Annex A TASKING ASSESSMENT PROCEDURE:

Delete article:

2.(E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if **technical bid** does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

Under Appendix A to Annex A TASKING ASSESSMENT PROCEDURE:

Insert article:

2.(E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if **the résumé** does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

Modification 11 e) Under the “Standard Clauses and Conditions”, General Conditions, 2035:

Delete the text under Subsection 04 of Section 41 - Code of Conduct and Certifications

4. The Contractor must diligently maintain an up-to-date list of names by informing Canada

in writing of any change occurring during the period of the contract. The Contractor must also, when so requested, provide Canada with the corresponding Consent Forms.

Insert the text under Subsection 04 of Section 41 - Code of Conduct and Certifications:

4. During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

Modification 11 f) Under Component 1 in Part 5, "Certification" 2 (iv):

Delete in its entirety:

(iv) Code of Conduct Certification

1. Bidders must comply with the Code of Conduct for Procurement. In addition to the Code of Conduct for Procurement, bidders must

- a) respond to bid solicitations in an honest, fair and comprehensive manner,
- b) accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts,
- c) submit bids and enter into contracts only if they will fulfill all obligations of the Contract.

2. Bidders further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any bid in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after contract award, that the Bidder made a false declaration, Canada will have the right to terminate the Contract for default. The Bidder will be required to diligently maintain up-to-date the information herein requested. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Bidder's affiliates if:

- a. directly or indirectly either one controls or has the power to control the other, or
- b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees,

or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide with their bid or promptly thereafter the name of the owner. Bidders bidding as societies, firms, or partnerships do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

5. The Bidder must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation. The Bidder must also, when so requested, provide Canada with the corresponding Consent Forms.

6. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.

7. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

8. By submitting a bid, the Bidder certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a contract arising from this bid solicitation. In addition, the Bidder certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions:

a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or

b.section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or

c.section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or

d.section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or

e.section 239 (False or deceptive statements) of the Income Tax Act, or

f.section 327 (False or deceptive statements) of the Excise Tax Act, or

g.section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or

h.section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

9.In circumstances where a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Bidder must provide with its bid or promptly thereafter a copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive.

10.Bidders understand that Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offense enumerated under c) to h) of the paragraph herein above, or who is affiliated with someone who has been convicted of an offense enumerated under c) to h) of the paragraph herein above, when required to do so by law or legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:

- Only one person is capable of performing the contract;
- Emergency;
- National security;
- Health and safety;
- Economic harm;

Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

Under Component 1 in Part 5, “Certification” 2 (iv):**Insert: Code of Conduct and Certifications – Related Documentation**

By submitting an offer or arrangement the Bidder certifies for himself and his affiliates their full compliance with the Code of Conduct and Certifications clause of Attachment H, section 01 of the Standard Instructions – Request for Standing Offers and Supply Arrangements – Competitive Requirements. The related documentation therein required will assist Canada in confirming that the certifications are true.

Modification 11 g) Under Attachment H:**Delete under the General Information:****01 Code of Conduct for Procurement****Insert under the General Information:****01 Code of Conduct and Certifications - Bid****Delete Article 1 in its entirety:****01 Code of Conduct for Procurement**

1. To comply with the Code of Conduct for Procurement, bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and any resulting instrument, submit bids and enter into instruments only if they will fulfill all obligations of an instrument. To ensure fairness, openness and transparency in the bidding process, the following activities are prohibited:

(a) payment of a contingency fee by any party to a contract to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies;

(b) corruption, collusion, bid-rigging or any other anti-competitive activity in the bidding process for contracts for the provision of goods or services.

Insert Article 01:**01 Code of Conduct and Certifications - Bid**

Bidders must comply with the Code of Conduct for Procurement. In addition to the Code of Conduct for Procurement bidders must a) respond to bid solicitations in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations, resulting contracts and call-ups, and c) submit bids, offer arrangements, offer standing offers and enter into contracts and call-ups only if they will fulfill all obligations of such instruments.

Bidders further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued an arrangement or offer, or to be awarded a call-up or contract. Canada will declare non-responsive any bid in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after contract or call-up award, or after the issuance of a supply arrangement or standing offer, that the Bidder made a false declaration, Canada will have the right to terminate any or all of the Bidder's contracts or call-ups for default, set aside its standing offer and cancel its supply arrangement. The Bidder will be required to diligently maintain up-to-date the information herein requested. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any standing offer or supply arrangement arising from this bid solicitation as well as any resulting contracts or call-ups.

For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Bidder's affiliates if:

directly or indirectly either one controls or has the power to control the other, or
a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide with their bid or promptly thereafter the name of the owner. Bidders bidding as societies, firms, or partnerships do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids

is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms "Consent to a Criminal Record Verification form - PWGSC-TPSGC 229" for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

The Bidder must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation. The Bidder must also, when so requested, provide Canada with the corresponding Consent Forms.

By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.

By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

By submitting a bid, the Bidder certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a contract arising from this bid solicitation. In addition, the Bidder certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions:

paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or

section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or

section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or

section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or

section 239 (False or deceptive statements) of the Income Tax Act, or

section 327 (False or deceptive statements) of the Excise Tax Act, or

section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or

section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

In circumstances where a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Bidder must provide with its bid or promptly thereafter a copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive.

Bidders understand that Canada may contract or issue an instrument outside of the present solicitation process with a supplier who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, or who is affiliated with someone who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, when required to do so by law or legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:

- Only one person is capable of performing the contract;
- Emergency;
- National security;
- Health and safety;
- Economic harm;

Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

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Modification 12:

Delete Annex F (Availability Confirmation Form, Ver 2.2e) in its entirety:

Insert the following Annex F (Availability Confirmation Form, Ver 2.3e):

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**ANNEX F
Availability Confirmation Form**

for

Call-ups Against a Standing Offer

for

Task Based Informatics Professional Services (TBIPS)

required by

[Canada will insert Identified User]

This Availability Confirmation Form (ACF) must be used where an Offeror wishes to submit the résumé(s) of a resource to be provided upon the issuance of a Call-up.

*A maximum of [Canada will insert number] résumé(s) per Category requested will be assessed per Offeror submission. Resumes provided beyond the maximum will not be assessed. **If by error more than the maximum allowable résumés are submitted, the résumé(s) to be assessed will be determined by alphabetical order based on the individual's last name.***

This ACF constitutes an Offeror's Response, when completed by an Offeror and provided to the Contracting Authority listed below. All terms and conditions of the Offeror's Standing Offer apply and are incorporated by reference into this ACF.

Availability Confirmation Form	
Date of Issuance: [YYYY-MM-DD]	Identified User, also called the Client: [Canada will insert Identified User]
ACF Form No (Optional): _____	Identified User Reference No.: _____
This requirement is set-aside for Aboriginal suppliers only	Yes [] No []
This requirement has the need for Task Authorizations	Yes [] No []
Sub article "Refusal of Task Authorizations" applies	Yes [] No []
This requirement is subject to Defence Production	Yes [] No []
This requirement is subject to the Controlled Goods Program	Yes [] No []
Article "Professional Services for Pre-Existing Software" applies If yes, the list of computer programs is attached to this ACF	Yes [] No []

A GENERAL INFORMATION

1. Response Requirements

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<p>Response Due Date</p> <p>Offeror's Response to this ACF must be received by the Contracting Authority identified at Block 1b no later than:</p> <p>_____ [AM/PM] [Time Zone]</p> <p>of the following date: [YYYY-MM-DD]</p>	<p>b. The Response and any enquiry must <u>only</u> be directed to:</p> <p>i. Name of Contracting Authority: _____</p> <p>ii. Address: _____</p> <p>iii. Telephone No: [(xxx) xxx-xxxx]</p> <p>iv. Response is to be sent via: Hardcopy [] Softcopy []</p> <p>Fax: [(xxx) xxx-xxxx]</p> <p>E-mail: [XXXXXXXX@XXXX.XXXX.XXX]</p>
---	--

B REQUIREMENT SUMMARY	
1. Statement of Work (SOW)	
[Canada will choose one of the following two options]	
[OPTION 1] SEE ATTACHED SOW PROVIDED [Canada will attach document]	
[OPTION 2 – CANADA WILL INSERT AS PER BELOW]	
1.1 BACKGROUND [details]	
1.2 SCOPE OF WORK [details will be inserted, including any reporting requirements]	
1.3 TECHNICAL ENVIRONMENT [details]	
1.4 DELIVERABLES [details]	
2. Payments	
2a. Basis of Payment	
<input type="checkbox"/> Professional Services provided under a TA with a Maximum Price of \$ _____ <input type="checkbox"/> Professional Services provided with a Maximum Price of \$ _____ <input type="checkbox"/> Professional Services provided under a TA with a Firm Price <input type="checkbox"/> Professional Services provided with a Firm Price <input type="checkbox"/> Professional Services provided	
2b. Method of Payment	2c. Payment Credits sub article applies
<input type="checkbox"/> Single Payment <input type="checkbox"/> Monthly Payment <input type="checkbox"/> TA with a Maximum Price <input type="checkbox"/> TA with a Firm Price –Lump Sum	<input type="checkbox"/> Yes <input type="checkbox"/> No
2d. Pre Authorized Travel and Living Expenses	

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- Canada will reimburse
 Canada will not reimburse

2e. In the sub article Limitation of Expenditure - Customs Duties are

- included
 excluded
 subject to exemption

3. Contract Period

a. Contract Period	From:	[YYYY-MM-DD]	To:	[YYYY-MM-DD]
---------------------------	--------------	--------------	------------	--------------

Option to Extend the Contract

[If an option applies, these blanks will be filled in by Canada]

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to ___ additional ___-[week/month/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.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ___ calendar days before the expiry date of the Contract. The option may only be exercised by the Call-Up Authority and must be evidenced through a contract amendment.

4. Categories Required in accordance with the Standing Offer Annex A:

Category	Level of Expertise	Language Requirement [if bilingual is required, both will be checked off]	Security Requirement for Category	Estimated Level of Effort [must be determined by Identified User at ACF issuance]	Number of Resources
[Name of Category will be inserted]		<input type="checkbox"/> French <input type="checkbox"/> English			
[Rows will be inserted as required]		<input type="checkbox"/> French <input type="checkbox"/> English			

5. Work Location

Contractor's location:
 Other (specify):

6. Indicate Region or Metropolitan Area

[Canada will Insert Region(s) or Metropolitan Area(s)]

7. Travel Requirements**8. Security Requirement**

Yes No

Article "Security Requirement" Option that applies: **OPTION 1** **OPTION 2** **OPTION 3**

Common Professional Services SRCL applies:

Common PS SRCL # [Canada will select between 1 & 31] as defined by <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html> is being used for this requirement.

This SRCL requirement must be met before a call-up is issued.

C OFFEROR'S RESPONSE INFORMATION

[This section must be filled for every Offeror's Response]

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1. Offeror's signature and contact information:

Name of Offeror: _____

Name of Authorized Signatory of Offeror _____

Title of Authorized Signatory of Offeror _____

Signature of Offeror _____

Date of Signature of Offeror _____

The Offeror identifies the following individual as the Contractor's Representative under the Contract:

Name: _____

Telephone: _____

Facsimile: _____

E-mail: _____

2. Certification: Education and Experience

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

3. Where indicated as such below, it is mandatory that the following information be provided by the Offeror for each proposed resource [attach extra sheets as necessary]:

Security Information: [Offeror to insert data]

Name of individual as it appears on security clearance application form - **MANDATORY**

Date of birth – **OPTIONAL**

Level of security clearance obtained – **MANDATORY**

Validity period of security clearance obtained – **MANDATORY**

Security Screening Certificate and Briefing Form file number – **MANDATORY**

Name of the entity under which the security clearance was obtained – **MANDATORY**

If the security clearance is in the process, the date the application was submitted to CISD with the level of security clearance requested. – **OPTIONAL**

5. The Offeror's resources for this requirement are as follows (Columns D, E and F will be completed by Contracting Authority prior to the Task Authorization form being validly issued):

[Canada will remove the tables that are not applicable]

CONTRACT PERIOD:

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[Offeror to insert or delete rows as required]			Contract Period [Date of Contract to YYYY-MM-DD]		
(A)	(B)	(C)	(D)	(E)	(F)
Category	Level of Expertise	Name of Proposed Consultant	Number of Days	Firm per diem rate	Total Cost [DxE]
				\$	\$
				\$	\$
				\$	\$
Total Estimated Cost:					\$ [TBD]

OPTIONAL CONTRACT PERIOD: [if applicable, otherwise delete table]

Offeror to insert or delete rows a required]			Optional contract Period [YYYY-MM-DD to YYYY-MM-DD]		
(A)	(B)	(C)	(D)	(E)	(F)
Category	Level of Expertise	Name of Proposed Consultant	Number of Days	Firm per diem rate	Total Cost [DxE]
				\$	\$
				\$	\$
				\$	\$
Total Estimated Cost:					\$ [TBD]

Ver 2.3 e march 2013