



**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

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT.

Title - Sujet TBIPS Informatics Prof. Services	
Solicitation No. - N° de l'invitation W6369-11P5NP/A	Date 2013-02-01
Client Reference No. - N° de référence du client W6369-11P5NP	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZM-380-25390	
File No. - N° de dossier 380zm.W6369-11P5NP	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-02-25	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Cook, Gail	Buyer Id - Id de l'acheteur 380zm
Telephone No. - N° de téléphone (819) 956-2591 ()	FAX No. - N° de FAX (819) 956-1207
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

Informatics Professional Services Division / Division des
services professionnels en informatique

11 Laurier St., / 11, rue Laurier

3C2, Place du Portage

Gatineau

Québec

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

BID SOLICITATION
FOR A CONTRACT AGAINST A SUPPLY ARRANGEMENT FOR
TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)

I.11 TECHNOLOGY ARCHITECT - LEVEL 3
I.11 TECHNOLOGY ARCHITECT - LEVEL 2
I.12 PKI SPECIALIST - LEVEL 2

FOR
THE DEPARTMENT OF NATIONAL DEFENCE

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List of Annexes to the Resulting Contract:

Annex A Statement of Work
 Appendix A to Annex A - Task Authorization DND 626
Annex B Basis of Payment
Annex C Security Requirements Check List
Annex D Non-disclosure Agreement

List of Attachments to Part 3 (Bid Preparation Instructions):

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BID SOLICITATION

FOR A CONTRACT AGAINST A SUPPLY ARRANGEMENT FOR TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)

I.11 TECHNOLOGY ARCHITECT - LEVEL 3 I.11 TECHNOLOGY ARCHITECT - LEVEL 2 I.12 PKI SPECIALIST - LEVEL 2

FOR DEPARTMENT OF NATIONAL DEFENCE (DND)

PART 1 - GENERAL INFORMATION

1.1 Introduction

This document states terms and conditions that apply to bid solicitation # **W6369-11P5NP/A**. It is divided into seven parts plus annexes and 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 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, the Bid Evaluation Criteria, the Bid Submission Form and any other annexes or attachments.

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of **Department of National Defence** (the "**Client**") 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 two years plus three one-year irrevocable options 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 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://ssi-iss.tpsgc-pwgsc.gc.ca>) 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), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- (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 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) SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-055605/D as that joint venture at the time of bid closing in order to submit a bid.
- (h) The resource categories described below are required on an "as and when requested" basis in accordance with the TBIPS SA Annex "B":

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
I.11 Technology Architect	3	1
I.11 Technology Architect	2	1
I.12 PKI Specialist	2	1

1.3 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 provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 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 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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation, with Subsection 5.4 amended by deleting "sixty (60) days" and inserting "180 days". If there is a conflict between the provisions of 2003 and this document, this document prevails.

2.2 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada 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 to Public Works and Government Services Canada will not be accepted.

2.3 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) 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.

2.4 Applicable Laws

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

Note to Bidders: 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 deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. *Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

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2.5 Improvement of Requirement During Solicitation Period

If 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.

2.6 Volumetric Data

The number of days for each resource category has been provided to bidders to assist them in preparing their bids. The inclusion of this data 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 this data. It is provided purely for information purposes.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

(a) **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:

- (i) Section I: Technical Bid (four hard copies and two soft copies on CD/DVD);
- (ii) Section II: Financial Bid (two hard copies); and
- (iii) Section III: Certifications (two hard copies).

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. No prices must be indicated in any other section of the bid.

(b) **Format for Bid:** 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 volume 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) **Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

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

- (i) use paper containing fibre certified as originating from 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 clip instead of cerlox, duotangs or binders

(d) **Submission of Only One Bid from a Bidding Group:**

- (i) The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If the members of a bidding group participate in more than one bid, Canada will set aside all the bids.
- (ii) For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
 - (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);

- (B) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
- (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

(e) Joint Venture Experience:

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

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance services, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

3.2 Section I: Technical Bid

(a) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment 3.1 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, 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 required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (ii) **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

SECURITY INFORMATION	
Name of individual as it appears on security clearance application form	
Level of security clearance obtained	
Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form file number	

If the Bidder has not included the security information, the Contracting Authority will provide the Bidder with an opportunity to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.

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- (iii) **Résumés for the Proposed Resources:** The technical bid must include résumés for the resources identified in Attachment 4.1 of the bid solicitation that demonstrate that each proposed individual meets the qualification requirements described in Attachment 4.1 (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:
- (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
 - (B) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
 - (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and Contract Period.
 - (D) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - (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 technical bid does not include the relevant date(s) (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.
 - (F) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
- (iv) **Customer Reference Contact Information:** The Bidder must provide customer references who must each confirm if requested by Canada, the facts identified in the Bidder's proposal, as required by Attachment 4.1. For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Schedule provided in Attachment 4.2 of this bid solicitation. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables. The Bidder's proposed firm per diem rates for the initial contract period must not exceed those rates set out in Annex "C" to Part A Schedule of Per Diem Rates of the SA Holder's Supply Arrangement. SA Holders may offer a percentage discount on their per diem rates.
- (b) **Variation in Resource Rates By Time Period:** For any given resource category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
- (i) the rate bid must not increase by more than 5% from one time period to the next ; and
 - (ii) the rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- (c) **Variation in Resource Rates By Level:** Where the financial tables provided by Canada allow different firm rates to be charged for different Levels of experience within the same resource category and time period, for any such resource category and time period:
- (i) the rate bid for Level three must be higher than that bid for Level two, and
 - (ii) the rate bid for Level two must be higher than the rate bid for Level one.
- (d) **All Costs to be Included:** 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.
- (e) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical 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 and 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) **Requests for Interviews:** If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 2 working days following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at PWGSC in Gatineau, Québec.
 - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

(a) **Mandatory Technical Criteria:**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The mandatory evaluation criteria are described in Attachment 4.1 - Bid Evaluation Criteria.

(b) **Point-Rated Technical Criteria:**

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. The rated evaluation criteria are described in Attachment 4.1 - Bid Evaluation Criteria.

- (c) **Reference Checks:** Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not allocate any points nor consider a mandatory criteria met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder. Crown references will be accepted.

4.3 Financial Evaluation

- (a) **Calculation of Total Bid Price:** The financial evaluation will be conducted by calculating the Total Bid Price using the pricing tables completed by bidders. The Total Bid Price will be determined for each Bidder by multiplying its firm per diem rates for the Initial Contract Period and the option period(s) (or the median rate, whichever is higher) with the estimated number of days of work for each period, for all the resource categories stated in Attachment 4.2 - Pricing Schedule. The sum of such rates will constitute the Total Bid Price for that Bidder. For Year 1 of the Initial Contract Period of any contract resulting from this bid solicitation, the applicable firm per diem rates must not exceed those rates specified in Annex "C" - Schedule of Per Diem Rates of the SA Holder's Supply Arrangement for each relevant resource. Failure to abide with this condition will result in a bid being considered non-responsive.
- (b) **Firm Per Diem Median Rate Evaluation Method**

In conducting the financial evaluation, with respect to the professional services rates proposed, a firm per diem rate median evaluation method will be used, as follows:

- (i) **Use of Method:** The firm per diem rate median calculation will apply to modify the rate to be assessed in the financial evaluation of a bidder, where that bidder submits a firm per diem rate for a resource category that is lower than the median as calculated below. The firm per diem median rate calculation is for evaluation purposes only, and the actual submitted per diem rate will be used in the resulting contract in all instances.
- (ii) **Calculation for the Initial Contract Period and Option Period Medians:** Using the firm per diem rate proposed for each individual resource category by the technically responsive Bidders, a median rate will be determined for each resource category for the Initial Contract Period and for each of the Option Period(s). For each resource category, the median rate will be calculated using the median function in Microsoft Excel. When an even number of technically responsive bids have been determined, an average of the middle two rates will be used to calculate the median rate and for an odd number of technically responsive bids, the middle rate will be used. If a Bidder proposes a firm per diem rate for a resource category that is lower than the median rate, that Bidder's financial evaluation will be conducted using a per diem rate equal to the median rate for that resource category.

Bidders proposing rates that are lower than the firm per diem median rate must provide adequate substantiation for those rates, if requested to do so by the Contracting Authority in accordance with the procedures outlined below. Should the Bidder be unable to substantiate unreasonably low rates, the bid will be considered non-responsive and will receive no further consideration.

(c) Substantiation of Professional Services Rates:

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 a specific Resource Category). If Canada requests price support, it will be requested from all compliant bidders proposing a rate that is at least 20% lower than the median rate bid by all compliant bidders for the relevant resource category or categories. Where Canada requests price support, the following information is required:

- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), evidence from the bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation);
- (iii) in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve the required pass mark for any rated criteria; and
- (iv) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i) so that Canada can verify any information provided by the Bidder.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource 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. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

(d) Formulae in Pricing Tables

If the pricing tables provided to Bidders include any formulae, Canada may re-input the prices provided by Bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a Bidder.

4.4 Basis of Selection

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid that obtains the highest combined rating of technical merit and price, by adding the Total Technical Score with the Total Financial Score, will be recommended for award of a contract. For any given Bidder the greatest possible Total Technical Score is 60 while the greatest possible Total Financial Score is 40.
- (b) One contract may be awarded in total as a result of this solicitation.
- (c) 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.

(d) Evaluation of Bid - Best Overall Value

The method of Selection to issue the resulting Contract is the Best Overall Value.

The responsive bid that obtains the highest combined rating of technical merit and price, e.g. adding the Total Technical Score with the Total Financial Score, will be considered to present the Best Overall Value and recommended for award of a contract. For any given Bidder, the greatest possible Total Technical Score is 60 while the greatest possible Total Financial Score is 40. Where two or more bids achieve the identical combined technical (60%) and financial (40%) scores which among all Bidders are the two highest combined ratings, the bid with the highest Total Financial Score will be recommended for award of a contract.

For each bid:

Calculation of Total Technical Score: The technical component will constitute 60% of the Total Bidder's Score. The technical points (out of 60 points) will be assessed for each responsive Bidder and converted to a score rounded to two decimal places using the following formula:

$$\frac{\text{Bidder Technical Points Obtained}}{\text{Maximum Technical Points}} \times 60 = \text{Total Technical Score} \\ \text{(Maximum 60 points)}$$

Calculation of Total Financial Score: The Bidder's Total Bid Price will be converted to a score and rounded to two decimal places using the following formula:

$$\frac{\text{Lowest Responsive Bidder Total Bid Price}}{\text{Bidder's Total Bid Price}} \times 40 = \text{Total Financial Score} \\ \text{(Maximum 40 points)}$$

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.

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.

5.1 Federal Contractors Program - Certification

- (a) The Federal Contractors Program for Employment Equity (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 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 Contract 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 fewer than 100 employees. Any bids from ineligible contractors will be declared non-responsive.
- (c) If the Bidder does not fall within the exceptions enumerated in (d)(i) or (ii) 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) Each Bidder is requested to indicate in its bid whether it is:
 - (i) not subject to FCP, having a workforce of fewer than 100 permanent full or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
 - (ii) not subject to FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;

- (iii) subject to the requirements of FCP, because it has a workforce of 100 or more permanent full or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but it has not previously obtained a certificate number from HRSD (because it has not bid before on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is required from the Bidder; or
 - (iv) subject to FCP, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).
- (e) Further information on the FCP is available on the following HRSDC Website:
<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

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.

5.2 Former Public Servant - Competitive Requirements

- (a) 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Bidders must provide the information required below.
- (b) For the purposes of this clause,
- (i) **"former public servant"** means a 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 and includes:
 - (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.
 - (ii) **"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.
 - (iii) **"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 *Canadian Pension Plan Act*, R.S., 1985, c. C-8.

- (c) If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
- (i) name of former public servant;
 - (ii) date of termination of employment or retirement from the Public Service.
- By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.
- (d) If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Bidder must provide the following information:
- (i) name of former public servant;
 - (ii) conditions of the lump sum payment incentive;
 - (iii) date of termination of employment;
 - (iv) amount of lump sum payment;
 - (v) rate of pay on which lump sum payment is based;
 - (vi) period of lump sum payment including start date, end date and number of weeks; and
 - (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- (e) For all contracts awarded during the lump sum payment period, the total amount of fee 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.
- (f) 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.

5.3 Professional Services Resources

- (a) By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- (b) By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
- (c) If a Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

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Amd. No. - N° de la modif.

File No. - N° du dossier

380zmW6369-11P5NP

Buyer ID - Id de l'acheteur

380zm

CCC No./N° CCC - FMS No/ N° VME

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5.4 Code of Conduct Certifications - Certifications Required Precedent to Contract Award

Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority 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 named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

PART 6 - SECURITY AND OTHER REQUIREMENTS

6.1 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's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses
- (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 Requirement for PWGSC Bid Solicitations - Instructions to Bidders" document on the Departmental Standard Procurement Documents Website.
- (d) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

6.2 Controlled Goods Requirement

- (a) SACC Manual clause A9130T (2008-12-12) Controlled Goods Program
- (b) In the case of a joint venture Bidder, each member of the joint venture must meet the Controlled Goods Program.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- (a) _____ (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. This includes providing professional services, as and when requested by Canada to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** Under the Contract, the "**Client**" is the Department of National Defence (DND).
- (c) **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. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **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. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract.

7.2 Task Authorization

- (a) **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until an authorized TA has been received by the Contractor. The Contractor acknowledges that any work performed before an authorized TA has been received will be done at the Contractor's own risk.
- (b) **Form and Content of Task Authorization:**
- (i) The Technical Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Appendix A to Annex A.
 - (ii) The Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
 - (iii) A Task Authorization must also contain the following information, if applicable:
 - (A) the task number;
 - (B) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - (C) the details of any financial coding to be used;

- (D) the categories of resources and the number required;
- (E) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
- (F) the start and completion dates;
- (G) milestone dates for deliverables and payments (if applicable);
- (H) the number of person-days of effort required;
- (I) whether the work requires on-site activities and the location;
- (J) the language profile of the resources required;
- (K) the level of security clearance required of resources;
- (L) 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
- (M) any other constraints that might affect the completion of the task.

(c) Contractor's Response to Draft Task Authorization: The Contractor must provide the Technical Authority, within **five** working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and issue the TA.

(d) Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:

To be validly issued, a TA must include the following signatures:

- (A) for any TA with a value less than or equal to \$250,000.00 (including GST/HST), the TA must be signed by:
 - (1) the Technical Authority; and
 - (2) a representative from DES Proc 5-2-3; and
- (B) for any TA with a value greater than this amount, a TA must include the following signatures:
 - (1) the Technical Authority; and
 - (2) a representative from DES Proc 5-2-3; and
 - (3) the Contracting Authority.

Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

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- (e) **Administration of Task Authorization Process for DND:** The administration of the Task Authorization process will be carried out by DES Proc 5-2-3. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.
- (f) **Periodic Usage Reports:**
- (i) The Contractor must compile and maintain records on its provision of services to the federal government under authorized TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- (ii) The quarterly periods are defined as follows:
- (A) April 1 to June 30;
- (B) July 1 to September 30;
- (C) October 1 to December 31; and
- (D) January 1 to March 31.
- The data must be submitted to the Contracting Authority no later than ten calendar days after the end of the reporting period.
- (iii) Each report must contain the following information for each validly issued TA (as amended):
- (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- (B) a title or a brief description of the task;
- (C) the name, resource category and level of each resource involved in performing the TA, as applicable;
- (D) the total estimated cost specified in the TA (GST or HST extra);
- (E) the total amount (GST or HST extra) expended to date;
- (F) the start and completion date; and
- (G) the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- (iv) Each report must also contain the following cumulative information for all the validly issued TAs (as amended):
- (A) the amount (GST or HST extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all authorized TAs; and
- (B) the total amount, GST or HST extra, expended to date against all validly issued tasks.
- (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.

7.3 Minimum Work Guarantee

- (a) In this clause,
- (i) **"Maximum Contract Value"** means the amount specified in the "**Limitation of Expenditure**" clause set out in the Contract (excluding GST/HST); and
 - (ii) **"Minimum Contract Value"** means 2% of the amount identified as the Total Estimated Cost on page 1 of the Contract when it is first awarded.
- (b) 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) subject to paragraph (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that 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 total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this clause if Canada terminates the entire Contract in whole or in part for default.:
- (i) for default;
 - (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - (iii) for convenience within ten business days of Contract award.

7.4 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:

- (i) 2035 (2012-11-19) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

The text under Subsection 04 of Section 41 – Code of Conduct and Certifications, of General Conditions 2035 referenced above is replaced by:

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.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of

(a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or

(b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

(b) Supplemental General Conditions:

The following Supplemental General Conditions:

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

apply to and form part of the Contract.

7.5 Security Requirement

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 Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- (b) This Contract includes access to controlled goods. Prior to access, the Contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada. In order to gain access to Controlled Goods, the Contractor personnel, who DND would deem to be embedded contractors, pursuant to the 2007 Exchange of Letters between DND and the U.S. Department of State, must EACH be citizens of Canada and hold a valid SECRET clearance, granted or approved by CISD/PWGSC.
- (c) The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.
- (d) The Contractor personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) **must be citizens of Canada or the United States** and must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.
- (e). The Contractor MUST NOT remove any PROTECTED/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.
- (f) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- (g) The Contractor must comply with the provisions of the:
- (i) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (ii) *Industrial Security Manual* (Latest Edition).

7.6 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 two years later; 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 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 contract amendment.

7.7 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Gail Cook
 Public Works and Government Services Canada
 Acquisitions Branch
 Informatics and Telecommunications Systems Procurement Directorate
 11 Laurier St., Gatineau, Québec
 Telephone: 819-956-2591
 Facsimile: 819-956-1207
 E-mail address: gail.cook@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 provided at the time of contract award.)

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) DND Procurement Representative

The DND Procurement Representative for the Contract is:

(To be provided at the time of contract award.)

The DND Procurement Representative is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for matters concerning the administrative aspects of the Work under the Contract, communication with the Contracting Authority on all matters concerning the Contract, procurement initiation authority, providing PWGSC with reports on Contract utilization, management of Contract cashflow and FAA Section 34 approval and processing of all invoices. Technical matters may be discussed with the DND Procurement Representative, however, the DND Procurement Representative 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.

(d) Contractor's Representative

<p>Note to Bidders: <i>The Contractor's Representative and contact information will be identified at the time of contract award.</i></p>

7.8 Payment**(a) Basis of Payment**

- (i) 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 Annex B, Basis of Payment, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- Estimated Cost: \$(To be determined)
- (ii) GST/HST:** Estimated Cost: \$(To be determined)
- (iii) 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.
- (iv) 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 three times or more 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 measures may include an assessment that results in conditions applied against the Contractor before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

- (v) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

(b) Limitation of Expenditure

- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any applicable GST or HST. With respect to the amount set out on page 1 of the contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (ii) 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:
- (A) it is 75 percent committed, or
- (B) 4 months before the Contract expiry date, or
- (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- (iii) 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.

(c) Method of Payment for Task Authorizations with a Maximum Price: For each 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.
- (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA 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 TA price, Canada is only required to pay for the time spent performing the work related to that TA.

(d) 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.

(e) No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (i) 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.
- (ii) 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.

7.9 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.

7.10 Certifications

Compliance with the certifications provided by the Contractor in its response to the bid solicitation or a 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.

7.11 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.

7.12 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, in the following order:
 - (i) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) general conditions 2035 (2012-11-19);

- (d) Annex A, Statement of Work - including its Appendix as follows:
Appendix A to Annex A - Task Authorization (TA) Form;
- (e) Annex B, Basis of Payment
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Non-disclosure Agreement;
- (h) the signed Task Authorizations including any required Certifications;
- (i) Supply Arrangement Number EN578-055605/xxx/EL (the "Supply Arrangement"); and
- (j) the Contractor's bid dated _____, as amended _____.

7.13 Defence Contract

- (a) SACC Manual clause A9006C (2008-05-12) Defence Contract

7.14 Foreign Nationals (Canadian Contractor)

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

Note to Bidders: *Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

7.15 Foreign Nationals (Foreign Contractor)

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

7.16 Insurance Requirements

- (a) Contractor's Responsibility

- (i) It will be the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under the Contract. Any such insurance will be provided and maintained by the Contractor at its own expense.
- (ii) The insurance stipulation provisions contained herein will not limit any insurance required by federal, provincial or municipal law. The required insurance is to the benefit and protection of the Contractor and will not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provision of the Contract.
- (iii) To meet the insurance requirements of the Contract, the Contractor must provide in its application a Certificate of Insurance containing reasonable detail of the insurance coverage, exclusions, deductibles and conditions applying to such policies and confirming that the insurance is in force to meet these requirements or, at the request of the Contracting Authority, a certified true copy of all applicable insurance policies.

- (b) Commercial General Liability (CGL)

Commercial General Liability insurance will be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability **NOT LESS THAN \$5 million** per accident or occurrence and in the annual aggregate.

CGL Endorsements

The following endorsements must be incorporated into the conditions of the Contractor's Commercial General Liability insurance policy:

- (i) Additional Insured Endorsement: Canada is included as an additional insured, but only with respect to liabilities that may arise from the contractor's own negligence, in the performance of the contract.
 - (ii) The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada;
 - (iii) Notice of Cancellation Endorsement: The Insurer agrees to provide the Contracting Authority thirty (30) days written notice of policy cancellation;
 - (iv) Cross Liability Endorsement: Without increasing the limit of liability, the policy will protect all insured parties to the full extent of coverage provided. Further, the policy will apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (v) Contractual Liability Endorsement: The policy will, on a blanket basis or by specific reference to threshold limits of the SO/SA Tiers, extend to assumed liabilities with respect to contractual insurance provisions;
 - (vi) Contingent Employer's Liability Endorsement": To protect Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of their employees;
 - (vii) Employees and (where applicable) Volunteers as Additional Insured: All employees and (where applicable) volunteers, on behalf of the Contractor, will be included as additional insured;
 - (viii) Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident: To provide, without contestation, for expenses incurred in instances of minor accidental bodily injuries;
 - (ix) Products and Completed Operations Broad Form (24 months): While not limited to, the endorsement should include service, assembly and repair activities as well as material, parts or equipment furnished in connection with the work performed by the Contractor or on it's behalf;
 - (x) Personal Injury Broad Form: While not limited to, the endorsement should include coverage for Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character;
 - (xi) Independent Contractors Liability Endorsement (if any): Unless otherwise insured elsewhere, and evidence thereof is secured by the Contractor; all subcontractors are included as Insured by the policy;
 - (xii) Non-Owned Automobile Endorsement: To protect the Contractor for liabilities arising by their use of vehicles owned by other parties including Canada.
- (c) Where the Contractor is a Joint Venture, for the purposes of this Contract and any related documents (including insurance certificates), Canada requires that the Joint Venture Contractor identify itself by a single name. Upon request by Canada, a Joint Venture Contractor must specify the name of the Joint Venture to the Contracting Authority.

(d) Errors and Omissions Insurance

Errors and Omissions Liability insurance will be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability **NOT LESS THAN \$500K** per loss and in the annual aggregate, inclusive of defence costs.

If this is a claims made policy and the duration of the Contract exceeds the policy term; in the event of cancellation or non-renewal of the policy, an Extended Claims Reporting Endorsement, minimum twelve (12) months, must be secured by the Contractor.

(e) Errors and Omissions Endorsements

The following clauses must be incorporated into the conditions of the Contractor's Errors and Omissions Liability coverage:

- (i) Notice of Cancellation Endorsement: The Insurer agrees to provide the Contracting Authority thirty-day written notice of policy cancellation.

7.17 Controlled Goods Program

- (a) SACC Manual clause A9131C (2011-05-16) Controlled Goods Program
- (b) SACC Manual clause B4060C (2011-05-16) Controlled Goods

7.18 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 Article, 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:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages 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 any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any 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)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - (A) 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
 - (B) Any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell 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 subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
- (vi) 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 Sub-article (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 Sub-article (c).

7.19 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- (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 fully 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.

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.*

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 issuance of the Contract or full execution of the Task Authorization (whichever first contains instructions for that individual to commence Work) 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) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- The replacement must have qualifications and experience that meet or exceed the score 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 the score 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.

7.21 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.

7.22 Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and issuance of TAs. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TAs. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.23 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 security requirements

7.24 Implementation of Professional Services

If similar professional services are currently being provided by another supplier or by Canada's own personnel, the Contractor is responsible for ensuring that the transition to the professional services it provides under the Contract is completed in a way that does not disrupt Canada's operations or users, and does not result in any interim degradation to the timeliness or quality of service. The Contractor is solely responsible for any additional training required by its resources to perform the Work, and time spent by resources on that training or becoming familiar with the Client's environment must not be charged to Canada. The transition will be considered complete once the Contractor has demonstrated, to the satisfaction of the Technical Authority, that it is ready and able to carry out the Work. The transition must be complete by no later than 10 working days after the Contract is awarded or full execution of the Task Authorization (whichever first contains instructions for the resource(s) to report to the Work site). All costs associated with establishing itself to provide the professional services are the responsibility of the Contractor

7.25 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- (a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- (b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- (c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.

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File No. - N° du dossier

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Buyer ID - Id de l'acheteur

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CCC No./N° CCC - FMS No/ N° VME

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- (d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have 5 working days to deliver the action plan to the Client and the Contracting Authority, and 20 working days to rectify the underlying problem.
- (e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

7.26 Non-disclosure Agreement

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

ANNEX A : STATEMENT OF WORK

Mobile Messaging Evolution Team

1. Background

- 1.1 The Department of National Defence/Canadian Forces (DND/CF) has deployed a BlackBerry solution providing access to e-mail and web browsing in the Defence Wide Area Network (DWAN) network. DND/CF had tested Secure Mobile Environment Portable Electronic Device (SMEPED) and has deployed a proof of concept (PoC) of Apple tablet iPad providing calendar and contact list synchronization with the DWAN's mailbox. DND/CF is also in the process of deploying other mobile tablets such as RIM PlayBook and Microsoft Windows 7-based tablets, secure mobile devices, Personal Digital Assistant (PDA) / cell devices. These deployments, while by necessity share several aspects of design and implementation, were implemented separately to name a few. In parallel, there are a number of upcoming evolutionary goals for messaging including moving to Microsoft Exchange 2010 R2, Microsoft Windows Server 2008 R2, Microsoft Windows 7 (32 and 64 bit) and Entrust Certification Authority (CA) modernization that will impact the deployments of mobile messaging within DND/CF.
- 1.2 There is a requirement to introduce a unified Mobile Messaging architecture that supports DND's unified capabilities roadmap, while providing common solutions for mobile access to e-mails and browsing, on any mobile platform.
- 1.3 Additionally, there are a number of design enhancements to be applied to the BlackBerry and secure mobile platforms outside of the unified architecture scope.
- 1.4 Presently, DND's mobile solutions do not support DND's existing Public Key Infrastructure (PKI) solution. In an effort to align DND's various mobile initiatives, a new PKI integration model must be designed, developed and tested.

2. Objective

The objective of the Contract is to:

- 2.1 Align mobile device engineering activities to a common architecture¹;
- 2.2 Develop a common E-Mail Labelling solution using Titus-Labs Message Classification (TMC) software on BlackBerry and other mobile/tablet devices;
- 2.3 Establish an Mobile Device Management (MDM) framework covering BlackBerry and other secure mobile devices;
- 2.4 Ensure that BlackBerry Enterprise Server(s) (BES) properly integrate with Microsoft Exchange 2010;
- 2.5 Investigate interoperability of DND PKI with BlackBerry and other mobile/tablet devices and develop a two-factor authentication solution linking BlackBerry and other mobile/tablet devices into DND PKI infrastructure;
- 2.6 Provide in-service support during BlackBerry Playbook and other mobile devices pilot phase(s); and
- 2.7 Provide in-service support to BlackBerry and other mobile and tablet devices.

¹ Mobile devices include electronic tablets.

3. Scope

- 3.1 The Contractor will assist Director Information Management Engineering and Integration (DIMEI 4) with the architecture and implementation of a Unified Mobile Messaging solution meeting the needs of the messaging client base and stakeholders.
- 3.2 The resources will investigate technological advancements to enhance DND's Mobile Messaging solution in the future.

4. Applicable Documents

The Contractor will be required to access the following documents in the course of the work:

- 4.1 DIMEI work plan;
- 4.2 DIMEI Systems Engineering documentation such as Concept of Operations (ConOps) and Standard Operating Procedures (SoPs) to name a few; and
- 4.3 Assorted reports and documents generated by DND include impact analysis of a new technology/application, network topology diagrams, bandwidth usage reports, statistics such as number of users, service continuity statistics, and so forth.

5. Constraints

- 5.1 Access to DND buildings will be provided from Monday to Friday from 7 am to 5 pm, exclusive of statutory holidays.

6. Inspection/Acceptance

- 6.1 All work performed and documents/data delivered in response to this SOW will be evaluated within a reasonable time frame on the basis of suitability, quality and adherence to the agreed-upon schedule and specified standards.
- 6.2 Acceptance of deliverables will be certified by the Technical Authority (TA), subsequent to the satisfactory delivery of the final report. Such certification will be the basis upon which the TA will recommend payment. The TA will have the right to reject it or require its correction at the sole expense of the Contractor. Should any deliverables be found unacceptable, the deficiencies must be corrected and re-submitted within five (5) working days.

7. Resource Categories - Tasks and Deliverables

7.1 The Technology Architect (Level 3) must:

- 7.1.1 Analyze the current DND Mobile Messaging architecture related to BlackBerry and current mobile initiatives;
- 7.1.2 Produce standardization architecture for implementation of mobility within DND for example RIM BlackBerry on the DWAN and other secure mobile devices on the Classified domains; deliverable to be in the form of a written report detailing system design, proposed solutions including pros and cons for each approach and recommendation of preferred option;

- 7.1.3 Develop the design, test and implementation documents for the Unified Mobile Messaging initiative based on the proposed alignment architecture selected by the TA in sub-paragraph 7.1.2 and produce a detailed high-level implementation plan document;
- 7.1.4 Ensure Mobile Messaging architecture consistency between DWAN and Classified messaging components while preserving integrity of classified network design principles and security posture. Architecture consistency must include:
 - 7.1.4.1 Interaction between Microsoft Exchange Server and Mobile proxy servers (BES and other Enterprise Device Management Servers);
 - 7.1.4.2 Microsoft Group Policy Objects (GPO) and Microsoft Active Directory (AD);
 - 7.1.4.3 Microsoft Identity Management and Rights Management Service (RMS); and
 - 7.1.4.4 Maintenance and administration processes and procedures;
- 7.1.5 Provide a written report detailing common High Availability (HA) and Capacity Planning;
- 7.1.6 Meet and coordinate with other departmental groups whose activities have a direct impact on the Unified Mobile Messaging. This includes reviewing their activities to assess impact on the Unified Mobile Messaging initiative and providing impact analysis to the TA. Departmental initiatives include:
 - 7.1.6.1 Upgrading from MS Exchange 2003 to 2010 R2; and
 - 7.1.6.2 Upgrading from MS Windows 2003 to 2008 R2;
- 7.1.7 Provide technical recommendations for virtualization strategy and implementation plans and procedures;
- 7.1.8 Modify current and future Mobile Messaging solutions with DND designated domain content filter (iAccess) to provide maximum protection for web browsing;
- 7.1.9 Design, build and configure the required options to provide integration of Titus-Labs Titus Messaging Classification (TMC) with DND's cross domain WatchGuard mail guard solution;
- 7.1.10 Conduct traffic studies during the Blackberry Playbook and Microsoft Windows 7 tablets Pilot phase(s);
- 7.1.11 Perform fourth line Engineering support to DND's Service Management organizations during the Blackberry Playbook and Microsoft Windows 7 tablets Pilot phase(s);
- 7.1.12 Prepare the design, test and implementation documents for moving the BlackBerry Playbook and Microsoft Windows 7 tablets Pilot phase to in-service (in accordance with DND Communications and Information System (CIS) System Engineering Process); and
- 7.1.13 Provide network analysis and design services as requested by the TA.

7.2 The Technology Architect (Level 2) must:

- 7.2.1 Provide in-service support for BlackBerry, secure mobile and other mobile/tablet devices platforms;
- 7.2.2 Perform the following activities in coordination with the Level 3 Technology Architect resource:
 - 7.2.2.1 Provide technical advice on the interface with the Information Exchange Gateway in support of Secret cross-domain browsing; deliverable to be in the form of detailed system design documents;

- 7.2.2.2 Provide instructions, recommended settings and configure a Classified Domain web proxy to divert intranet domain web browsing from the Information Exchange Gateway;
 - 7.2.2.3 Conduct a technical assessment for DND Anti-Virus evolution; deliverable to be in the form of detailed system design and Concept of Operations;
 - 7.2.2.4 Provide recommendations for DND PKI Smart Card infrastructure;
 - 7.2.2.5 Conduct Secure Voice Interoperability testing; and
 - 7.2.2.6 Perform testing and implementation of a secure management solution for PKI;
 - 7.2.3 Provide network analysis and support service as required; and
 - 7.2.4 Review and update engineering design and service management documentation.
- 7.3 The PKI Specialist (Level 2) must:**
- 7.3.1 Develop common Mobile Messaging Strategy for implementation of PKI for BlackBerry, Playbook and Microsoft Windows 7 tablets; deliverable to be in the form of a detailed system design report;
 - 7.3.2 Develop a solution for digital signing and encrypting of Designated traffic; conduct technical assessment in the lab and produce technical report on results;
 - 7.3.3 Provide Capacity Planning recommendations for administering secure messaging; develop detailed architecture and supporting documentation;
 - 7.3.4 Liaise with Communications Security Establishment Canada (CSEC)/Research In Motion (RIM)/Director Information Management Engineering and Integration (DIMEI) 3 on security and technical issues regarding RIM mobile devices;
 - 7.3.5 Liaise with CSEC/PWGSC/DIMEI 3 on security and technical issues regarding other vendors secure mobile and tablet devices;
 - 7.3.6 Develop Standard Operating Procedures (SOPs) for requesting and importing digital certificates. SOPs must be in coordination with various DND support groups (e.g. Secret and Below Network Support (SABNS) and Canadian Forces Crypto Support Unit (CFCSU)); and
 - 7.3.7 Provide network analysis and design services as required.
- 8. Progress Reporting**
- 8.1 The Contractor must provide monthly status reports which include a brief description of work performed and solutions to user problems, covering the causes of errors and implemented corrective procedure(s) during the reporting period.
- 9. Language Requirements**
- 9.1 All Contractor personnel must be fluent in the English language. Fluent means that the individual must be able to communicate orally and in writing without any assistance and with minimal errors.

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10. Location of Work

- 10.1 Contractor personnel will work predominantly within the National Capital Region (NCR) and will be provided office space and necessary workstations with the required tools/applications when on site. Contractor personnel may conduct some work offsite when approved by the Technical Authority. However, any work conducted that involves secret networks must be completed on DND premises.

11. Travel

- 11.1 All work will occur in the NCR. There will be no compensation provided for travel

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**APPENDIX A TO ANNEX A
TASK AUTHORIZATION DND 626
AUTORISATION DES TÂCHES DND 626**

All invoices/progress claims must show the reference Contract and Task numbers.		Contract no. - No du contrat
Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Task no. - No de la tâche
Amendment no. - No 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 can 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>	
Delivery location - Expédiez à	<p>À L'ENTREPRENEUR</p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seules 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/Completion date - Date de livraison/d'achèvement	<p align="center">_____</p> <p align="center">Date for the Department of National Defence pour le ministère de la Défense nationale</p>	
Contract item no. No d'article du contrat	Services	Cost Prix
	GST/HST TPS/TVH	
	Total	
<p>APPLICABLE ONLY TO PWGSC CONTRACTS: The Contracting 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> <p>_____</p> <p>for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</p>		

ANNEX B : BASIS OF PAYMENT

Initial Contract Period - Year 1		
Resource Category	Level of Expertise	Firm Per Diem Rate
I.11 Technology Architect	3	\$
I.11 Technology Architect	2	\$
I.12 PKI Specialist	2	\$

Initial Contract Period - Year 2		
Resource Category	Level of Expertise	Firm Per Diem Rate
I.11 Technology Architect	3	\$
I.11 Technology Architect	2	\$
I.12 PKI Specialist	2	\$

Option Period - Year 3		
Resource Category	Level of Expertise	Firm Per Diem Rate
I.11 Technology Architect	3	\$
I.11 Technology Architect	2	\$
I.12 PKI Specialist	2	\$

Option Period - Year 4		
Resource Category	Level of Expertise	Firm Per Diem Rate
I.11 Technology Architect	3	\$
I.11 Technology Architect	2	\$
I.12 PKI Specialist	2	\$

Option Period - Year 5		
Resource Category	Level of Expertise	Firm Per Diem Rate
I.11 Technology Architect	3	\$
I.11 Technology Architect	2	\$
I.12 PKI Specialist	2	\$

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ANNEX C

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

		Contract Number / Numéro du contract W6369-11P5NP	
		Security Classification / Classification de sécurité UNCLASSIFIED	
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine DEPARTMENT OF NATIONAL DEFENCE		2. Branch or Directorate / Direction générale ou Direction ADM(IM)/DGIMT/DIMEI	
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 TASK-BASED INFORMATICS PROFESSIONAL SERVICES			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input type="checkbox"/> No / Non	<input checked="" 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 qu 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"/>	<input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à : <input checked="" type="checkbox"/> Specify country(ies) / Préciser le(s) pays : Embedded contractor-CAN Canadian classified Info-CAN/US		Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays :

PART A (Continued) / PARTIE A (Suite)

7. c) Level of Information / Niveau d'information

PROTECTED A PROTÉGÉ A	<input checked="" type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ	<input type="checkbox"/>		PROTECTED A PROTÉGÉ A	<input type="checkbox"/>
PROTECTED B PROTÉGÉ B	<input checked="" 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 checked="" type="checkbox"/>		NATO SECRET NATO SECRET	<input type="checkbox"/>		CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/>
SECRET SECRET	<input checked="" type="checkbox"/>		COSMIC TOP SECRET COSMIS 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	<input type="checkbox"/>					TOP SECRET (SIGINT) TRÈS SECRET	<input type="checkbox"/>

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? No / Non Yes / Oui

La fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

If Yes, indicate the level of sensitivity: TOP SECRET
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets? No / Non Yes / Oui

Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

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
COSMIS 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? No Yes
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? Non Oui

If Yes, will unscreened personnel be escorted? No Yes

Dans l'affirmative, le personnel en question sera-t-il escorté? Non 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? No Yes
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? Non Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? No Yes
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? Non Oui

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PART C (Continued) / PARTIE C (Suite)**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? No Yes
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? Non 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? No Yes
 Le fournisseur sera-t-il d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? Non Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? No Yes
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministre ou de l'agence gouvernementale? Non Oui

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

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12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? No Yes
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉS et/ou CLASSIFIÉS? Non 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? No Yes
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? Non 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 indiquer qu'il y a des pièces jointes (p. Ex. SECRET avec des pièces jointes).

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Annex D : Non-Disclosure Agreement

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

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: _____.

Signature

Date

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ATTACHMENT 3.1 : 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 and Article 2.1(e)(ii)]</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". For joint ventures, be sure to provide this information for each of the members of the joint venture.	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"
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. [For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]	On behalf of the bidder, by signing below, I confirm that [check the box that applies]: At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation). Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation).

<p>Federal Contractors Program for Employment Equity (FCP EE) Certification:</p> <p>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:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>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.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture.</p>	<p>On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i>:</p>	
	<p>(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;</p>	
	<p>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p>	
	<p>(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</p>	
	<p>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</p>	
<p>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.]</p>		
<p>Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i></p>		
<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. 		
<p>Signature of Authorized Representative of Bidder</p>		

ATTACHMENT 4.1 - BID EVALUATION CRITERIA

Mandatory Criteria: Resource Category - I.11 Technology Architect Level 3

	REQUIREMENT	CRITERIA	MET	NOT MET	BIDDER'S RESPONSE
M1	The proposed resource must have experience in developing Mobile architecture solution(s) for RIM mobile devices in the Federal Government in all of the following components: 1. BlackBerry - RIM; and 2. BES Server	Minimum of 3 years combined			
M2	The proposed resource must have experience configuring MS Exchange 2003 system.	Minimum of 2 years			
M3	The proposed resource must have one year experience in each of the following components at minimum: 1. Tactical Local Area Network Encryption (TACLANE); 2. In-line Network Encryptor (INE); and 3. Cisco-based proxied Domain Authentication.	Minimum of 3 years			
M4	The proposed resource must have experience working with Virtual Private Networks Technologies (e.g. IPSEC and SSL/TLS VPNs).	Minimum of 2 years			

Point Rated Criteria: Resource Category - I.11 Technology Architect Level 3

	CRITERIA	MAX POINTS	SCORING GUIDELINES	SCORE	BIDDER'S RESPONSE
R1	Experience designing and implementing IPSEC VPNs supporting a minimum of 10,000 users.	4	1 project = 1 point 2 projects = 2 points 3 projects = 3 points 4 projects = 4 points		
R2	Certifications: 1. Certified Information Systems Security Professional (CISSP); 2. The Open Group Architecture Framework (TOGAF) version 9; and 3. Cisco Certified Network Associate (CCNA) . A copy of the certifications must be provided with the bid.	3	2.0 points for 1st certificate (CISSP) 0.5 point for 2nd certificate (TOGAF) 0.5 point for 3rd certificate (CCNA)		
R3	Experience with Request for Change (RFC) process.	4	1 project = 2 points 2 projects = 4 points		
R4	Experience with any of the following components: TACLANE, INE and Cisco ASA 5500 Series Adaptive Security Appliances.	2	3 years = 1 point 4 years or more = 2 points		
R5	Experience in developing mobile architecture solution(s) for SMEPED devices in the Federal Government.	2	3 years = 1 point 4 years or more = 2 points		
	Total	15			
	Minimum Pass Mark	9			

Mandatory Criteria: Resource Category - I.11 Technology Architect Level 2

	REQUIREMENT	CRITERIA	MET	NOT MET	BIDDER'S RESPONSE
M1	The proposed resource must have experience in developing Mobile architecture solution(s) for RIM mobile devices in the Federal Government in all of the following components: 1. BlackBerry - RIM; and 2. BES Server	Minimum of 2 years combined			
M2	The proposed resource must have experience configuring MS Exchange 2003 system.	Minimum of 2 years			
M3	The proposed resource must have one year experience in each of the following components at minimum: 1. Tactical Local Area Network Encryption (TACLANE) 2. In-line Network Encryptor (INE) 3. Cisco-based proxied Domain Authentication.	Minimum of 3 years			
M4	The proposed resource must have experience working with Virtual Private Networks Technologies (e.g. IPSEC and SSL/TLS VPNs).	Minimum of 2 years			

Point Rated Criteria: Resource Category - I.11 Technology Architect Level 2

	CRITERIA	MAX POINTS	SCORING GUIDELINES	SCORE	BIDDER'S RESPONSE
R1	Experience in developing Mobile architecture solution(s) for RIM mobile devices in the Federal Government in all of the following components: 1. BlackBerry - RIM; and 2. BES Server.	4	3 years = 1 point 4 years = 2 points 5 years = 3 points 6 years = 4 points		
R2	Certifications: 1. Certified Information Systems Security Professional (CISSP); 2. Cisco Certified Network Associate (CCNA); and 3. Microsoft Certified System Engineer (MSCE). A copy of the certifications must be provided with the bid.	3	2.0 points for 1st certificate (CISSP) 0.5 point for 2nd certificate (CCNA) 0.5 point for 3rd certificate (MSCE)		
R3	Experience in providing mobile networking services.	4	1 project = 2 points 2 projects = 4 points		
R4	Experience with IPSEC VPN supporting a minimum of 10,000 users.	4	1 project = 2 points 2 projects = 4 points		
	Total	15			
	Minimum Pass Mark	9			

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

File No. - N° du dossier

380zmW6369-11P5NP

Buyer ID - Id de l'acheteur

380zm

CCC No./N° CCC - FMS No/ N° VME

Mandatory Criteria: Resource Category - I.12 PKI Specialist Level 2

	REQUIREMENT	CRITERIA	MET	NOT MET	BIDDER'S RESPONSE
M1	The proposed resource must have experience with PKI and Smart Card Technology; experience must include the configuration and implementation of Certificate Authority and X.509 directories.	Minimum of 2 years			
M2	The proposed resource must have experience in X.500 and Lightweight Directory Access Protocol (LDAP) Directory Infrastructure.	Minimum of 2 years			
M3	The proposed resource must have experience in directory-integrated PKI solutions.	Minimum of 2 years			

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Point Rated Criteria: Resource Category - I.11 PKI Specialist Level 2

	CRITERIA	MAX POINTS	SCORING GUIDELINES	SCORE	BIDDER'S RESPONSE
R1	Experience in implementation of Entrust PKI solution(s) supporting a minimum of 10,000 users.	5	1 project = 3 points 2 projects = 4 points 3 projects = 5 points		
R2	Experience analyzing and evaluating technical solutions for secure network appliances such as VPN, two-factor authentication devices.	5	1 project = 3 points 2 projects = 4 points 3 projects = 5 points		
R3	Experience in X.500 and Lightweight Directory Access Protocol (LDAP) Directory Infrastructure.	5	2 years = 2 points 3 years = 3 points 4 years = 4 points 5 years = 5 points		
	Total	15			
	Minimum Pass Mark	9			

ATTACHMENT 4.2**PRICING SCHEDULE**

In respect of the "Number of Days" listed below in (C), the estimated number of days is for evaluation purposes only during the solicitation process. The actual number of days during the Initial Contract Period and Option Periods may be more or less, as determined by the Technical Authority.

Initial Contract Period - Year 1				
(A)	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (Cx D)
I.11 Technology Architect	3	230	\$	\$
I.11 Technology Architect	2	230	\$	\$
I.12 PKI Specialist	2	230	\$	\$
Total Estimated Cost (Initial Contract Period - Year 1:				\$ <TBD>

Initial Contract Period - Year 2				
(A)	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (Cx D)
I.11 Technology Architect	3	230	\$	\$
I.11 Technology Architect	2	230	\$	\$
I.12 PKI Specialist	2	230	\$	\$
Total Estimated Cost (Initial Contract Period - Year 2:				\$ <TBD>

Option Period - Year 3				
(A)	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (Cx D)
I.11 Technology Architect	3	230	\$	\$
I.11 Technology Architect	2	230	\$	\$
I.12 PKI Specialist	2	230	\$	\$
Total Estimated Cost (Option Period - Year 3:				\$ <TBD>

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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380zm

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

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CCC No./N° CCC - FMS No/ N° VME

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Option Period - Year 4				
(A)	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (CxD)
I.11 Technology Architect	3	230	\$	\$
I.11 Technology Architect	2	230	\$	\$
I.12 PKI Specialist	2	230	\$	\$
Total Estimated Cost (Option Period - Year 4:				\$ <TBD>

Option Period - Year 5				
(A)	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (CxD)
I.11 Technology Architect	3	230	\$	\$
I.11 Technology Architect	2	230	\$	\$
I.12 PKI Specialist	2	230	\$	\$
Total Estimated Cost (Option Period - Year 5:				\$ <TBD>

Total Estimated Cost	
Total Initial Contract Period (Year 1 and Year 2) + Option Period (Year 3, Year 4 and Year 5)	\$ <TBD>