

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

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

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

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

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Informatics Professional Services Division / Division
des services professionnels en informatique
11 Laurier St., / 11, rue Laurier
3C2, Place du Portage
Gatineau
Québec
K1A 0S5

Title - Sujet INFORMATICS PROFESSIONAL SERVICES	
Solicitation No. - N° de l'invitation W6369-12P5RA/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W6369-12P5RA	Date 2013-10-24
GETS Reference No. - N° de référence de SEAG PW-\$\$ZM-608-26499	
File No. - N° de dossier 608zm.W6369-12P5RA	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-11-14	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Kelly, James	Buyer Id - Id de l'acheteur 608zm
Telephone No. - N° de téléphone (819) 956-5701 ()	FAX No. - N° de FAX (819) 956-1207
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

W6369-12P5RA/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

608zm

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

W6369-12P5RA

File No. - N° du dossier

608zmW6369-12P5RA

CCC No./N° CCC - FMS No/ N° VME

This amendment is issued to correct the original amendment which was missing pages. See attached solicitation

BID SOLICITATION

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

HELP DESK SPECIALIST - LEVEL 1

FOR

THE DEPARTMENT OF NATIONAL DEFENCE (DND)

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Amd. No. - N° de la modif.

001

File No. - N° du dossier

608zmW6369-12P5RA

Buyer ID - Id de l'acheteur

608zm

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**BID SOLICITATION FOR
INFORMATICS PROFESSIONAL SERVICES
FOR
THE DEPARTMENT OF NATIONAL DEFENCE (DND)**

PART 1 - GENERAL INFORMATION

1.1 Introduction

This document states terms and conditions that apply to bid solicitation W6369-12P5RA/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, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work, the Basis of Payment, the RFP 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 The Department of National Defence (DND) (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 up to two contract(s), each for one year plus two 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, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses.

Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://www.pwgsc.gc.ca/acquisitions/text/plain/plain-e.html#top>) 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 if it is in force, and the Canada-Panama Free Trade Agreement if it is in force.
- (e) Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the National Capital Region under the EN578-055605/D series of Supply Arrangements (SAs) are eligible to compete. The TBIPS Supply Arrangement EN578-055605/D is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.
- (f) The following resources in Categories of Personnel described below are required on an as and when requested basis in accordance with the TBIPS SA Annex "B":

CATEGORY OF PERSONNEL	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
ITSS Help Desk Specialist	Level 1	16
NCR Service Desk Help Desk Specialist	Level 1	16

- (g) This procurement is subject to the Controlled Goods Program.

1.3 Debriefings

After contract award, Bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. 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 (2013-06-01) 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.

The text under subsections 4 and 5 of Section 01 – Code of Conduct and Certifications of 2003 referenced above is replaced by:

4 Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.

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

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 5 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

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- (b) A Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by 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.

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.*

2.5 Improvement of Requirement During Solicitation Period

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

2.6 Volumetric Data

The estimated level of effort of the resources data 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 resources will be consistent with this data. It is provided purely for information purposes.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- (i) Section I: Technical Bid (5 hard copies and 1 soft copy on CD or DVD)
- (ii) Section II: Financial Bid (2 hard copies and 1 soft copy on CD or DVD)
- (iii) Section III: Certifications (2 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) 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. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
- (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, dotangs 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 members of a bidding group participate in more than one bid, Canada will set aside all bids received from members of that bidding group.
- (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

The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Annex "E" 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. 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.

SECURITY INFORMATION	BIDDER TO INSERT DATA
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	

-
- (iii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance with the specific articles of Annex "D", which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Annex "D", where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (iv) **For the Proposed Resources:** The technical bid must include the number of résumés, per Resource Category, as identified in Annex D. The same individual must not be proposed for more than one Resource Category. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed 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.
- (v) **Customer Reference Contact Information:** The Bidder must provide customer references who must each confirm if requested by PWGSC, the facts identified in the

Bidder's proposal. For each customer reference, the Bidder must, at a minimum, provide the name of the organization, the contract number, a short description of the services provided, the name, and either the telephone number or e-mail address of the organization's responsible manager, as well as the award date, expiry date and dollar value of each contract. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail. Bidders are also requested to include the title of the of the organization's responsible manager. 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 Basis of Payment provided in Annex "B" of this bid solicitation.. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Unless otherwise indicated, 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 Professional Services 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.
- (f) **SACC Manual Clauses:**

- (i) C3011T (2010-01-11), Exchange Rate Fluctuation

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 Annex "D" - 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 Annex "D" - Evaluation Criteria.

(c) Reference Checks:

- (i) For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders within a 72-hour period using the e-mail address provided in the bid. Canada will not award any points and/or a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's e-mail was sent.
- (ii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The Bidder will have 24 hours to submit the name of a new contact. That contact will again be given 5 working days to respond once Canada sends its reference check request.
- (iii) 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.
- (iv) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- (v) Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders to be recommended for contract award.

(d) Number of Resources Evaluated:

Only a certain number of resources per category will be evaluated as part of this bid solicitation as identified in Annex D. Additional resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 - Resulting Contract Clauses, Article 7.2 Task Authorization. When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form's Statement of Work. The proposed resource will then be assessed against the criteria identified in the Contract's Statement of Work in accordance with Appendix C of Annex A.

- (e) Resource Qualifications:** The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in this bid solicitation. Canada may request proof of successful completion of formal training, as well as reference information. The Contracting

Authority reserves the right to request references from a Bidder to conduct a reference check to verify the accuracy of the information provided.

4.3 Financial Evaluation

- (a) The financial evaluation will be conducted using the firm per diem rates provided by the responsive bid(s).
- (b) There are two possible financial evaluation methods for this requirement. The first method will be used if three or more bids are determined responsive (see (c)) Financial Evaluation - Method A below). The second method will be used if fewer than three bids are determined responsive (see (d)) Financial Evaluation - Method B below).
- (c) **Financial Evaluation - Method A:** the following financial evaluation will be used if three or more bids are determined to be responsive.
- (i) **Financial Calculation:** The financial evaluation will be conducted using the pricing tables completed by the bidders and the Firm Per Diem Median Rate Evaluation explained below. A financial calculation will occur 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 Annex B - Basis of Payment. The sum of such rates will constitute the Financial Evaluated Price for that Bidder.
- (ii) **Firm Per Diem Median Rate Evaluation**
- (A) **Use:** The firm per diem median rate 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 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 any resulting contract in all instances.
- (B) **Calculation for both the Initial Contract Period and the Option Period medians:** Using the per diem rate proposed for each individual resource a median rate will be determined for each Resource Category. A median will be used to calculate each Bidder's per diem rate for the Initial Contract Period, and another median will be established for each of the option period(s). For each Resource Category, the median will be calculated using the median function in Microsoft Excel. If a Bidder bids a firm per diem rate for a Resource Category that is lower than the median, that Bidder's financial evaluation will be conducted using a per diem rate equal to the median for that Resource Category.
- (d) **Financial Evaluation - Method B:** the following financial evaluation will be used if less than three bids are determined to be responsive.
- (i) **Financial Calculation:** The financial evaluation will be conducted using the pricing tables completed by the bidders. A financial calculation will occur for each Bidder by multiplying its firm per diem rates for the Initial Contract Period and the option period(s) with the estimated number of days of work for each period, for all the Resource Categories stated in Annex B - Basis of Payment. The sum of such rates will constitute the Financial Evaluated Price for that Bidder.
- (e) **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 prior to 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 resume 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 any 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.

(f) 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, meet all mandatory evaluation criteria and obtain the required pass marks for the point rated criteria identified in this bid solicitation to be declared responsive.
- (b) The responsive bid that obtains the highest Total Bidder 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.
- (i) Calculation of Total Technical Score: The Total Technical Score will be computed for each responsive bid by converting the Technical Score obtained for the point-rated technical criteria using the following formula, rounded to two decimal places:
- $$\frac{\text{Technical Score}}{\text{Maximum Technical Points}} \times 60 = \text{Total Technical Score}$$
- (Bidders, please refer to the maximum technical points in Annex D.)
- (ii) Calculation of Total Financial Score: The Total Financial Score will be computed for each responsive bid by converting the Financial Score obtained for the financial evaluation using the following formula rounded to two decimal places:
- $$\frac{\text{Lowest Financial Evaluated Price}}{\text{The Bidder's Financial Evaluated Price}} \times 40 = \text{Total Financial Score}$$
- (iii) Calculation of the Total Bidder Score: The Total Bidder Score will be computed for each responsive bid in accordance with the following formula:
- $$\text{Total Technical Score} + \text{Total Financial Score} = \text{Total Bidder Score}$$
- (c) In the event of identical Total Bidder Scores occurring, then the bid with the highest Total Financial Score will be ranked higher. In the event that there is still a tie, the bid with the lowest total cost submitted will be ranked higher.
- (d) A maximum of two contract(s) may be awarded in total as a result of this solicitation.
- (e) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

PART 5 - CERTIFICATIONS

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

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

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 for Employment Equity - Bid Certification

- (a) By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website
- (b) Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.
- (c) Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.
- (d) The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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.

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- (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.
- (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. 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.
- (b) If the 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.

5.4 Certification of Language - English and Bilingual Essential

- (a) By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, all ITSS Help Desk Specialists proposed in its bid will be fluent in English. The individual proposed must be able to communicate orally and in writing without any assistance and with minimal errors.
- (b) In addition, by submitting a bid, the Bidder certifies that some of the NCR Service Desk Help Desk Specialists proposed in its bid will be fluent in both official languages of Canada (French and English). The individual proposed must be able to communicate orally and in writing without any assistance and with minimal errors.

PART 6 - SECURITY, FINANCIAL 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;
 - (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; and
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions 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 Financial Capability

- (a) SACC Manual clause A9033T (2012-07-16) Financial Capability; except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- (b) In the case of a joint venture Bidder, each member of the joint venture must meet the financial capability requirements.

6.3 Controlled Goods Requirement

- (a) SACC Manual clause A9130T (2011-05-16), Controlled Goods Program
- (b) In the case of a joint venture Bidder, each member of the joint venture must meet the requirements of 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.
- (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 a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (b) **Allocation of Task Authorizations:** More than one contract has been awarded for this requirement. As a result, the Task Authorizations issued under this series of contracts will be allocated in accordance with the following:
- (i) At the time this series of contracts was awarded, each contractor was allocated an amount of funding as specified in the Limitation of Expenditure in respect of Task Authorizations based on the evaluation process described in the bid solicitation that resulted in the award of this series of contracts.
- (ii) Canada will use a rotational method to allocate the Task Authorizations, where the rotation is based on the amount of funding remaining under each of the respective contracts.
- (iii) Canada will send the first draft Task Authorization to the contractor with the greatest value of funding under its contract. If more than one contractor has the same value, it will be assigned to the contractor ranked first as determined under the evaluation process in the bid solicitation that resulted in the award of this series of contracts.

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- (iv) The contractor sent a draft TA will have the time set out further under the sub-paragraph entitled "**Task Authorization Quotations**" to respond to the DND Procurement Representative.
- (v) If the contractor to whom the draft TA is first sent either fails to respond on time or confirms in writing that it refuses to perform the task, the draft TA will then be forwarded to the contractor with the next-greatest balance remaining of allocated funding.
- (vi) The process of sending out a draft TA to the contractor with the greatest balance remaining will continue until Canada either cancels the requirement for the task or it has been issued to one of the contractors. If none of the contractors can perform the task (in accordance with all the terms and conditions of this series of contracts), Canada may acquire the required Work by other means.
- (vii) Once the Task Authorization is issued, for the purposes of calculations for the allocation of Task Authorizations, the value of that Task Authorization (and the value of any subsequent amendment to that TA increasing or decreasing the value) will be subtracted from the funding allocated to that contractor.
- (viii) When the next requirement to perform a task is identified, it will be sent to the contractor with the greatest balance remaining of allocated funding. If more than one contractor has the greatest balance remaining of allocated funds (i.e., several contractors have equal amounts of allocated funding), the draft TA will be sent to the contractor among them that ranked highest under the bid solicitation evaluation process. Except for funding provided in accordance with sub article (i) **Refusal of Task Authorizations**, if any contract in this series of contracts is amended to add funding for Task Authorizations, all the remaining contracts (i.e., all contracts that have not previously been terminated) will be amended to add funding in amounts proportionate to the funding initially provided under each contract for Task Authorizations (e.g., if three contracts were awarded with \$2M, \$1M and \$750,000 in funding for Task Authorizations respectively, and \$200,000 is added to the first contract, then \$100,000 will be added to the second contract and \$75,000 will be added to the third).
- (c) **Assessment of Resources Proposed at TA Stage:** Processes for issuing, responding to and assessing Task Authorizations are further detailed in Appendices A,B, C and D of Annex A.
- (d) **Form and Content of Task Authorization:**
- (i) The DND Procurement Representative will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Annex A.
- (ii) The draft Task Authorization will contain the details of the activities to be performed, and 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);

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- (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.
- (e) **Contractor's Response to Draft Task Authorization:** The Contractor must provide the DND Procurement Representative, within two working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price 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 validly issue the TA.
- (f) **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 \$400,000.00 (including GST/HST), the TA must be signed by:
 - (1) the DND Procurement Representative
 - (B) for any TA with a value greater than this amount, a TA must include the following signatures:
 - (1) the DND Procurement Representative;and
 - (2) 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.
- (g) **Administration of Task Authorization Process for DND:** The administration of the Task Authorization process will be carried out by DND Procurement Representative. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority
- (h) **Periodic Usage Reports:**
- (i) The Contractor must compile and maintain records on its provision of services to the federal government under validly issued 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 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 10 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 validly issued TAs; and
- (B) the total amount, GST or HST extra, expended to date against all validly issued TA's.

(i) **Refusal of Task Authorizations:** The Contractor is not required to submit a quotation in response to every draft statement of task issued by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default if during the Contract Period the Contractor in at least three instances has either not responded or has not submitted responsive quotations when issued a TA Form. A responsive quotation is one that is submitted within the time stated in the TA Form and meets all requirements of the TA issued, including quoting the required number of resources that meet the minimum experience and other requirements of the Categories of Personnel identified in the TA at pricing not exceeding the rates of Annex B. Should a Contractor refuse a TA under the Contract, the other Contractor, under the same allocation process, will be offered the TA. The dollar value of the refused TA will be subtracted from the dollar value of the Contractor's Contract and may be re-allocated, at

the Contracting Authority's sole discretion, in whole or in part, to the other Contractor. Should both Contractors refuse a TA, Canada reserves the right to use other methods of supply.

- (j) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validity issued Task Authorizations 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 Maximum Contract Value on the date the contract is first issued.
- (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 sub-article (c), subject to sub-article (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 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 article if Canada terminates the entire Contract
- (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 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

With respect to Article 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 - PWGSC FILE COMMON-PS-SRCL#20:

- (a) The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, 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) The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, CONFIDENTIAL or SECRET as required, granted or approved by CISD/PWGSC.
- (c) The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- (d) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- (e) The Contractor/Offeror must comply with the provisions of the:
- (i) Security Requirements Check List and security guide (if applicable), attached at Annex _____;
- (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 1 year 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 2 additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment

7.7 Authorities

(a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: James Kelly
 Title: Public Works and Government Services Canada
 Acquisitions Branch
 Directorate: Informatics and Telecommunications Systems Procurement Directorate
 Address: 11 Laurier St., Place du Portage, Phase III, 3C2, Gatineau, Québec
 Telephone: (819) 956-5701
 Facsimile: (819) 956-1207
 E-mail address: james.kelly@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:

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

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of

the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

(c) **DND Procurement Representative**

The DND Procurement Representative for the Contract is:

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

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 all matters concerning the administrative aspects of the Work under the Contract.

(d) **Contractor's Representative**

Note to Bidders: *The Contractor's Representative and contact information will be identified at the time of contract award.*

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: \$_____

(ii) **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.

(iii) **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 may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for professional services requirements on the basis

that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other requirements.

(ii) **Applicable Taxes:** Estimated Cost: \$ _____

(iv) **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. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract

(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 exceed 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.

(i) 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) **Payment Credits**

(i) **Failure to Provide Resource:**

- (A) If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
- (B) **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any twelve-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- (C) **Termination for Failure to Meet Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor three months' written notice of its intent, if :
- (1) the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
 - (2) the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.

- (ii) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- (iii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (iv) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (v) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (vi) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and

systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

(f) 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.

The Contractor must provide the original of each invoice to the DND Procurement Representative, and a copy to the Contracting Authority.

7.10 Certifications

- (a) 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 Federal Contractors Program for Employment Equity - Default by Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the

Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

7.12 Applicable Laws

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

7.13 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, 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 (2013-06-27);
- (d) Annex A, Statement of Work - Annex A including its Appendices as follows:
 - (i) Appendix A to Annex A - Tasking Procedures
 - (ii) Appendix B to Annex A - Task Authorization (TA) and Acceptance Form
 - (iii) Appendix C to Annex A - Resource Assessment Criteria and Response Tables
 - (iv) Appendix D to Annex A - Certification at the TA stage
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the signed Task Authorizations including any required Certifications;
- (h) Supply Arrangement Number EN578-055605/xxx/EI (the "Supply Arrangement"); and
- (i) the Contractor's bid dated _____, as amended _____, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.14 Defence Contract

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

7.15 Foreign Nationals (Canadian Contractor)

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

7.15 Foreign Nationals (Foreign Contractor)

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

7.16 Controlled Goods Program

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

7.17 Insurance Requirements**(A) Compliance with Insurance Requirements**

1 The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

2 The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

3 The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

(B) Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

g. Employees and, if applicable, Volunteers must be included as Additional Insured.

h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

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

k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

n. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

(C) **Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

3. The following endorsement must be included:

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

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) Supply Arrangement (SA) Holder's who wish to submit their proposal as a joint venture must have already been qualified under the SA # EN578-055605/D as a joint venture.
- (b) 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]*.
- (c) 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.
- (d) 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.
- (e) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (f) 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.
- (g) 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 (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- (c) In General Conditions 2035, the Article titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
- (A) the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - (B) security information on the proposed replacement as specified by Canada, if applicable.

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

- (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
- (A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor", or
 - (B) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (c).

Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include

resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

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 Reporting Requirements

The Contractor must provide the reports specified in Annex "A", Statement of Work.

7.23 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 TA's. 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 TA's. 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.

7.24 Access to Canada's Property and Facilities

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

7.25 Government Property

- (a) Canada agrees to make computerized workstations (the **“Government Property”**) available to the Contractor. The section of the General Conditions entitled **“Government Property”** also applies to the use of the Government Property by the Contractor.

7.26 Transition Services at end of Contract Period

The Contractor agrees that, in the period leading up to the end of the Contract Period and for up to 3 months afterwards, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

7.27 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.
- (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.

ANNEX A

STATEMENT OF WORK

1. BACKGROUND

The Department of National Defence (DND) has a significant investment in information holdings and information technology. In order to derive maximum benefit from this investment, the Assistant Deputy Minister (Information Management) (ADM (IM)) provides direction, military operations support, products and services to manage information as an essential component of the departmental mission and objectives.

Director Information Management End-User Services (DIMEUS) is responsible for the National Capital Region (NCR) Service Desk and the Information Technology Site Services (ITSS) for clients in the NCR. The NCR Service Desk provides Information Management/Information Technology (IM/IT) 1st level support, and is the single point of contact for all incidents, service requests, general assistance and information requests related to IM/IT servicing the NCR. The ITSS delivers on-site, IT desktop support services in a MS Windows XP/7 desktop environment by conducting first/second level problem determination/analysis on all trouble calls.

In order to continue providing IT support, DND has a requirement for ongoing IT professional services on an "as-and-when-requested" basis for both the NCR Service Desk and the ITSS.

2. SCOPE

The role of the NCR Service Desk Help Desk Specialist is to act as Single Point of Contact (SPoC) providing 1st level IM/IT services to clients, via phone and/or email. The Help Desk Specialist will troubleshoot to resolve and/or instruct clients on IM/IT issues and/or answer their IT-related queries.

The role of the ITSS Help Desk Specialist is to provide on-site problem determination and resolution in direct support of the following: Personal Computers (PCs), laptops, monitors, ergonomic equipment, printers, scanners, Blackberrys, Personal Digital Assistants (PDAs), rollout activities, software/hardware installation and troubleshooting, client moves, various IT peripherals, and Active Directory administration in accordance with the Standard Operating Procedures (SOPs) and National Defence Standards of Support (SoS).

3. TECHNICAL ENVIRONMENT

3.1. Information Technology (IT) Applications

The resource will be required to use an Information Technology Service Management (ITSM) tool (<http://www.itsmportal.com/tools>) to receive, take ownership of, update, and fully document all trouble calls electronically. This includes recording all actions taken up to the problem resolution.:

3.1.1. ITSM tools : Support Magic SDE 9.0/9.2 or an equivalent such as the Axios Assyst or Remedy;

3.1.2. Network Operating System (NOS): Microsoft Windows 2003 Server or newer and Active Directory Services tool;

3.1.3. Desktop Operating System (OS): Microsoft Windows 7 and Microsoft Windows XP, line-up;

3.1.4. Messaging System: Microsoft Exchange 2003 or newer and MS Outlook 2003/2010; and

3.1.5. Office Suite: Microsoft Office 2003/2007/2010.

During the period of the contract, DND reserves the right to add, delete and/or upgrade tools and/or systems in support of DND's operations. Where DND adds and/or upgrades any tools and/or systems in support of its operations, the Contractor, to the extent possible, will endeavour to provide support of those tools and systems and to be up to date with the latest versions of the applications.

3.2. Applicable Documents

To assist in the accomplishment of assigned tasks and deliverables, the following documents will be available to the Contractor:

3.2.1. Local Service Level Agreements (SLAs);

3.2.2. Local Standard Operating Procedures (SOPs);

3.2.3. Local contextual briefing packages, where available;

3.2.4. NCR Standards of Support (SoS);

3.2.5. ITSS Sharepoint whiteboard;

3.2.6. IM/IT security regulations and knowledge base information/procedures; and

3.2.7. Any other document deemed as applicable by the Technical Authority.

4. TASKS AND DELIVERABLES

4.1. Tasks:

B.10 Help Desk Specialist Level 1 for the ITSS

4.1.1. The ITSS on-site Help Desk Specialist must perform the following tasks when responding to end user requests for IT on-site technical assistance:

4.1.1.1. Perform on-site problem analysis and monitoring tasks, monitor network management systems and respond to user requests and problems;

4.1.1.2. Provide desktop on-site technical support to repair, upgrade, install, troubleshoot, and maintain desktop and laptop computer equipment, printers, and all peripherals;

4.1.1.3. Conduct on-site problem determination and analysis on all client calls;

-
- 4.1.1.4. Isolate problems and provide follow-up instruction as required to reduce the overall number of trouble calls;
 - 4.1.1.5. Provide advice and technical guidance to end users and technical resources as the situation warrants;
 - 4.1.1.6. Ensure IT security and safety policies and procedures are adhered to at all times, according to Treasury Board and DND regulations and guidelines;
 - 4.1.1.7. Maintain records of problems reported and their resolution utilizing the provided ITSM tool in accordance to SOPs;
 - 4.1.1.8. Contact clients either by telephone or in person to ensure all problems are resolved to the clients' satisfaction;
 - 4.1.1.9. Provide on-going escalation to management of unresolved problems which will require further attention and cause service delivery delays to clients;
 - 4.1.1.10. Monitor all activities associated with each ticket/work order through to resolution; and
 - 4.1.1.11. Attend DND briefing sessions in order to gain access to Help Desk support software or Help Desk telephone system as required.

B.10 Help Desk Specialist Level 1 for the NCR Service Desk

- 4.1.2. The NCR Service Desk Help Desk Specialist must perform the following tasks when responding to end user requests for technical assistance:
 - 4.1.2.1. Perform problem analysis and monitoring tasks, monitor network management systems and respond to user requests and problems;
 - 4.1.2.2. Perform initial problem analysis and attempt to rectify the problem by phone and, when required, forward the problem to the appropriate technical staff;
 - 4.1.2.3. Maintain liaison with network users and technical staff to communicate the status of problem resolution to network users; log and track requests for assistance using the ITSM tool provided;
 - 4.1.2.4. Provide advice and technical guidance to end users and technical resources as the situation warrants;
 - 4.1.2.5. Maintain records of problems reported and their resolution utilizing the provided ITSM tool;
 - 4.1.2.6. Ensure IT security and safety policies and procedures are adhered to at all times, according to Treasury Board and DND regulations and guidelines;
 - 4.1.2.7. Liaise with end users to ensure maintenance of accounts and software, and to advise end users of upgrades, additions and/or changes to IM/IT resources or configuration prior to their execution;

4.1.2.8. Perform other Help Desk Specialist related duties incidental to the work described herein; and

4.1.2.9. Attend DND briefing sessions in order to gain access to Help Desk support software or Help Desk telephone system as required.

4.2. Deliverables

4.2.1. Deliverables for all resources may include but are not limited to:

4.2.1.1. Incident Resolution: in accordance with local service levels and quality levels;

4.2.1.2. Problem Resolution: in accordance with local service levels and quality levels.

4.2.2. Resources must provide services in accordance with local service levels, SOPs, National Defence SoS and any other applicable document, which may evolve over the course of the contract.

5. REPORTING REQUIREMENTS

5.1 As per Tasks and Deliverables sections 4.1.1.7 and 4.1.2.5, all resources must maintain records of problems reported and their resolution utilizing the provided ITSM tool. The records must include the following:

5.1.1. The adherence of relevant procedures;

5.1.2. The verification of client information;

5.1.3. A clear description of issue; and

5.1.4. If applicable, an explanation of research conducted in order to resolve the problems.

5.2. Additionally, the Technical Authority will track each resource's daily total calls answered in comparison to the mean average of daily calls to ensure all resources are satisfactory in meeting the tasks and deliverables.

5.3. The contractor must communicate monthly with the Technical Authority by email, phone call, or meeting to review:

5.3.1. The status and quality of the work of all resources;

5.3.2. The financial elements of the contract; and

5.3.3. Other issues as deemed necessary by either party.

6. CONSTRAINTS

6.1. All resources must be available to work 7.5 hours during regular business hours which are 07:00 – 17:00 for ITSS, 07:00-19:00 for NCR Service Desk, from Monday to Friday excluding statutory holidays.

6.2. The ITSS on-site resource must be able to lift on average up to 30 lbs – i.e. desktop IT equipment and peripherals (PCs, monitors, printers, scanners, etc.).

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7. LOCATION

- 7.1. Work will be performed at DND sites throughout the NCR. The resource may be relocated across the NCR at short notice as required by the TA. Travel within the NCR will not be reimbursed.

8. LANGUAGE

- 8.1. There is a requirement for some NCR Service Desk resources to be fluently bilingual in French and English. The bilingual requirement will be defined in each Task Authorization to be issued.
- 8.2. The ITSS on-site resources must be fluent in English.

APPENDIX A TO ANNEX A

TASKING PROCEDURE

1.0 Task Authorization (TA) Initiation

Where a requirement for a specific task has been identified and a TA is to be provided to the Contractor in accordance with the allocation methodology stated in the Contract Article titled "Task Authorization", a Task Authorization Form (TA Form) as attached at Appendix B of Annex "A" will be prepared by the DND Procurement Representative and sent to the Contractor by the DND Procurement Authority. A TA Form will contain the following information, if applicable:

- (i) a task number;
- (ii) the date by which the Contractor's quotation must be received by the DND Procurement Representative;
- (iii) the Categories of Resources and the number required;
- (iv) a detailed Statement of Work (SOW) for the task outlining the work activities to be performed and describing the deliverables (such as reports) to be submitted, including the required format and media;
- (v) the required start and completion dates (if any);
- (vi) a schedule of milestone completion dates for major work activities, deliverables and payments (if applicable);
- (vii) the number of person-days of effort required;
- (viii) whether the work performance will require on-site activities at a given location;
- (ix) a description of any travel requirement, including the content and format of any required travel report;
- (x) whether performance of the work will require on-site activities;
- (xi) the level of security clearance required of the Contractor's personnel;
- (xii) the language profile required of the Contractor's personnel;
- (xiii) any funding sources against which the task will be tracked;
- (xiv) The maximum TA price payable to the Contractor for performing the task, indicating 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
- (xv) any other constraints that might affect the completion of the task.

2.0 The Contractor's TA Quotation

- 2.1** Once a TA Form is received the Contractor must submit to the DND Procurement Representative a quotation of rates to supply the requested Categories of Resources based on the information identified in the TA Form. The rates quoted for any given Category of Resource must not exceed the Firm Per Diem Rates detailed in the Basis of Payment (Annex "B").
- 2.2** For each proposed resource the Contractor must supply a resume, the requested security clearance information and must complete the Response Tables at Appendix C of this Annex "A" applicable to the Categories of Resources identified in the TA. The resumes should demonstrate that each proposed individual meets the qualification requirements described (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 Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (refer to Appendix D to Annex "A", Certifications). For educational requirements for a particular degree, designation or certificate, the Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
 - (B) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of the quotation and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the Contract Period.
 - (C) For work experience, the 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.
 - (D) For any requirements that specify a particular time period (e.g., two years) of work experience, the Canada will disregard any information about experience if the individual's résumé does not include the relevant dates for the experience claimed (i.e., the start date and end date).
 - (E) A résumé 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. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.
- 2.3** The quotation must be signed and submitted to the DND Procurement Representative within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.

3.0 Assessment

- 3.1** The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix C to this Annex A to determine each proposed resource's compliance with the mandatory and rated criteria. Canada may request proof of successful completion of formal training, as well as reference information. 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 assess any points or consider a mandatory criteria met unless the response is received within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). 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 Contractor. Crown references will be accepted.
- 3.2** During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
- 3.3** Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable resource category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.

4.0 Acceptance

- 4.1** Once the quotation been accepted by the DND Procurement Representative, the TA Form will be signed by Canada and provided to the Contractor for signature. All TA Forms estimated at \$400,000.00 or less will be approved and signed by the DND Procurement Representative who will send a copy of the signed TA to the Contracting Authority. All TA Forms estimated at over \$400,000.00 will be signed by the DND Procurement Representative and the Contracting Authority.
- 4.2** The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a fully signed TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

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TASK AUTHORIZATION (TA) FORM

CONTRACTOR		CONTRACT NUMBER:	
COMMITMENT #		FINANCIAL CODING:	
TASK NUMBER (AMENDMENT):		ISSUE DATE:	RESPONSE REQUIRED BY:

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7. APPROVAL - SIGNING AUTHORITY

Signatures (Client)	Signatures (PWGSC)
<p>Name, Title and Signature of Individual Authorized to sign:</p> <p>DND Procurement Representative:</p> <p>_____</p> <p>Date: _____</p>	<p>Contracting Authority ¹: _____</p> <p>Date: _____</p>

¹ Signature required for projects valued at \$400,000. or more, GST included.

You are requested 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 services listed herein and in any attached sheets at the price set out thereof.

APPENDIX C TO ANNEX A**RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE**

To facilitate resource assessment, Contractors must prepare and submit a response to a Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the resume should be incorporated so that the evaluator can verify this information. It is not acceptable that the tables should contain all the project information from the resume. Only the specific answer should be provided.

2.0 Mandatory Resource Requirements:**ITSS HELP DESK SPECIALIST RESOURCE:**

	REQUIREMENT	MET	NOT MET	DEMONSTRATE HOW THE REQUIREMENT IS MET (Cross reference to Project Number in resource's CV where substantiating details are requested)
M1	Must demonstrate two (2) years of experience in the last four (4) years working as a Help Desk Specialist in an IT service environment, providing IT-related on-site support to more than 100 users.			
M2	Must demonstrate two (2) years of experience in the last four (4) years providing on-site MS Office 2003/2007 suite support.			
M3	Must demonstrate two (2) years of experience in the last four (4) years supporting and troubleshooting MS Outlook 2003 (or later version) in a MS Exchange 2003 (or later) environment.			
M4	Must demonstrate two (2) years of experience in the last four (4) years at on-site locations, providing on-site technical support to clients in a Windows XP/7 desktop environment, including peripherals.			
M5	Must demonstrate two (2) years of experience in the last four (4) years working in an Active Directory environment.			

	REQUIREMENT	MET	NOT MET	DEMONSTRATE HOW THE REQUIREMENT IS MET (Cross reference to Project Number in resource's CV where substantiating details are requested)
M6	Must demonstrate two (2) years of experience in the last four (4) years working as a Help Desk Specialist using any of the following industry standard Information Technology Service Management (ITSM) tools (www.itsmportal.com/tools)			
M7	Must demonstrate two (2) years of experience in the last four (4) years working with network concepts/protocols (10/100 Base-T/TX Ethernet, TCP/IP).			

NCR SERVICE DESK RESOURCE:

	REQUIREMENT	MET	NOT MET	DEMONSTRATE HOW THE REQUIREMENT IS MET (Cross reference to Project Number in resource's CV where substantiating details are requested)
M1	Must demonstrate one (1) year of experience in the last three (3) years working as a Help Desk Specialist in an IT service desk environment, providing IT-related remote first line support via phone or email to more than 100 users.			
M2	Must demonstrate one (1) year of experience in the last three (3) years supporting MS Office 2003 (or later version) suite.			
M3	Must demonstrate one (1) year of experience in the last three (3) years supporting and trouble shooting MS Outlook 2003 (or later version) in a MS Exchange 2003 (or later) environment.			
M4	Must demonstrate one (1) year of experience in the last three (3) years of experience working in user account management in an Active Directory environment.			
M5	Must demonstrate one (1) year of experience in the last three (3) years working as a Help Desk Specialist using any of the following industry standard Information Technology Service Management (ITSM) tools (www.itsmportal.com/tools)			

3.0 Point Rated Assessment Criteria:

ITSS HELP DESK SPECIALIST RESOURCE:

RATED CRITERIA			
CRITERIA	MAX POINTS	SCORING GUIDELINES	Cross Ref. to Proposal (Page and Para)
R1 Experience working as a Help Desk Specialist in an IT service environment, providing IT-related onsite support to more than 100 users.	6	> 24 - 30 months = 3 points >30 - 36 months = 4 points >36 - 48 months = 5 points >48 months = 6 points	
R2 Experience supporting MS Office 2003/2007 suite.	6	> 24 - 30 months = 3 points >30 - 36 months = 4 points >36 - 48 months = 5 points >48 months = 6 points	
R3 Experience supporting and troubleshooting MS Outlook 2003 (or later version) in a MS Exchange 2003 (or later) environment.	6	> 24 - 30 months = 3 points >30 - 36 months = 4 points >36 - 48 months = 5 points >48 months = 6 points	
R4 Experience at on-site locations, providing technical support to clients in a Windows XP/7 desktop environment including peripherals.	6	> 24 - 30 months = 3 points >30 - 36 months = 4 points >36 - 48 months = 5 points >48 months = 6 points	
R5 Experience working in an Active Directory environment.	6	> 24 - 30 months = 3 points >30 - 36 months = 4 points >36 - 48 months = 5 points >48 months = 6 points	
R6 Experience working as a Help Desk Specialist using any of the following industry standard Information Technology Service Management (ITSM) tools (www.itsmportal.com/tools)	6	> 24 - 30 months = 3 points >30 - 36 months = 4 points >36 - 48 months = 5 points >48 months = 6 points	
R7 Experience working with network concepts/protocols (10/100 Base-T/TX Ethernet, TCP/IP).	6	> 24 - 30 months = 3 points >30 - 36 months = 4 points >36 - 48 months = 5 points >48 months = 6 points	
Total (Must meet 60% of the rated criteria)	42		

NCR SERVICE DESK RESOURCE:

RATED CRITERIA			
CRITERIA	MAX POINTS	SCORING GUIDELINES	Cross Ref. to Proposal (Page and Para)

R1 Experience working as a Help Desk Specialist in an IT service desk environment, providing remote IT-related first line support via phone or email to more than 100 users	6	> 12 - 18 months = 3 points >18 - 24 months = 4 points >24 - 36 months = 5 points >36 months = 6 points	
R2 Experience supporting MS Office 2003/2007/2010 suite.	6	> 12 - 18 months = 3 points >18 - 24 months = 4 points >24 - 36 months = 5 points >36 months = 6 points	
R3 Experience supporting and troubleshooting MS Outlook 2003 (or later version) in a MS Exchange 2003 (or later) environment.	6	> 12 - 18 months = 3 points >18 - 24 months = 4 points >24 - 36 months = 5 points >36 months = 6 points	
R4 Experience supporting and troubleshooting RIM Blackberrys.	6	> 12 - 18 months = 3 points >18 - 24 months = 4 points >24 - 36 months = 5 points >36 months = 6 points	
R5 Experience in user account management in an Active Directory environment.	6	> 12 - 18 months = 3 points >18 - 24 months = 4 points >24 - 36 months = 5 points >36 months = 6 points	
R6 Experience working as a Help Desk Specialist using SupportMagic or an equivalent ITSM tool such as Remedy, Axios Assyst, Clear Support etc.	6	> 12 - 18 months = 3 points >18 - 24 months = 4 points >24 - 36 months = 5 points >36 months = 6 points	
Total (Must meet 60% of the rated criteria)	36		

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**APPENDIX D TO ANNEX A
CERTIFICATIONS AT THE TA STAGE**

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the TA Form when it is submitted to Canada.

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all statements made with regard to the education and the experience of individuals proposed for completing the subject work are accurate and factual, and we are aware that the Department of Public Works and Government Services reserves the right to verify any information provided in this regard and that untrue statements may result in the TA response being declared non-responsive or in other action which the Minister may consider appropriate.

Print name of authorized individual & sign above Date

CERTIFICATION OF AVAILABILITY AND STATUS OF PERSONNEL

2. AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under any Task Authorization resulting from this Contract, the persons proposed in the TA response will be available to commence performance of the work within a reasonable time from the date of acceptance of the Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

Print name of authorized individual & sign above Date

3. STATUS OF PERSONNEL

If the Contractor has proposed any person in fulfillment of this requirement who is not an employee of the Contractor, the Contractor hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement and to submit such person's resume to the Contracting Authority. As well, the Contractor hereby certifies that the proposed person is aware that overtime may be required and is willing to comply.

Print name of authorized individual & sign above Date

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4. CERTIFICATION OF LANGUAGE - English and Bilingual

The Contractor certifies that, should it be awarded a contract as result of the bid solicitation, all ITSS Help Desk Specialists proposed in its bid will be fluent in English. The individual proposed must be able to communicate orally and in writing without any assistance and with minimal errors.

In addition, some of the NCR Service Desk Help Desk Specialists proposed in its bid will be fluent in both official languages of Canada (French and English). The individual proposed must be able to communicate orally and in writing without any assistance and with minimal errors.

Print name of authorized individual & sign above

Date

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ANNEX B

BASIS OF PAYMENT

Period	ITSS Help Desk Specialist - Level 1	NCR Service Desk Help Desk Specialist - Level 1
Initial Contract Period (Yr. 1)	TBD	TBD
Option Period One - (Yr. 2)	TBD	TBD
Option Period Two - (Yr. 3)	TBD	TBD

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ANNEX C

SECURITY REQUIREMENT CHECK LIST

Please see attached SRCL Common PS SRCL#20 in PDF Format.

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Security Classification Guide

The Security Requirements Check List (SRCL) (Section 10.a) specifies that this Security Classification Guide must be provided whenever multiples levels of screening are identified. The related Statement of Work (SOW) defines the professional service required to support the National Capital Region (NCR) Service Desk and the Information Technology Site Services (ITSS) for NCR clients of the Department of National Defence (DND). This SOW covers aspects related to the provision of up to thirty two (32) personnel at any given time: up to sixteen (16) personnel qualified as Help Desk Specialist - NCR Service Desk (Level 1), and up to sixteen (16) personnel qualified as Help Desk Specialist - ITSS on-site (Level 1), to support Help Desk and on-site activities.

Help Desk Specialist - NCR Service Desk:

1. Help Desk Specialist - NCR Service Desk - 16 Level 1 resources must be cleared to Reliability Status.

Help Desk Specialist - ITSS on-site:

1. Help Desk Specialist - ITSS on-site - 16 Level 1 resources must be cleared to Secret.

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ANNEX D

BID EVALUATION CRITERIA

The bidder must provide one up-to-date résumé for the ITSS Help Desk Specialist category and one up-to-date résumé for the NCR Service Desk Help Desk Specialist category.

Bidders are advised that the experience is calculated as of the closing date of the RFP. For example, if a given requirement states, "The Bidder must have experience, within the last five years," then the five-year period is calculated as of the closing date of the RFP.

MANDATORY REQUIREMENTS - BIDDER:

Bidder – Mandatory Criteria				
	Criteria	Met	Not Met	Bidders Response Cross Reference to Proposal (Page and Para)
M1	<p>The Bidder must provide two customer references for two individual IM/IT contracts (one reference for each contract) managed within the last five (5) years. The references must include the name of the organization, the contract number, a short description of the services provided, the name, and either the telephone number or e-mail address of the organization's responsible manager, as well as the award date, expiry date and dollar value of each contract. It is the Bidder's responsibility to ensure that any information divulged is with the permission of the references provided.</p> <p>For each contract identified:</p> <p>The value must be at least \$3M;</p> <p>The duration must be at least two years within the last five years. (note: duration does not include option periods that have not been exercised);</p> <p>The Bidder must have provided at least 15 resources simultaneously for a period of at least 12 consecutive months within the last five years; and</p> <p>The Bidder must have been the prime contractor, rather than a subcontractor. This means that the Bidder contracted directly with the customer of the work. If the Bidder's contract was to perform work which another entity had itself first contracted to perform, the Bidder will not be considered the prime contractor. For example, Z (customer) contracted with Y for services. Y, in turn, entered into a contract with X to provide all or part of these services to Z. In this example, Y is a prime contractor and X is a subcontractor.</p>			

MANDATORY REQUIREMENTS - ITSS HELP DESK SPECIALIST RESOURCE:

	REQUIREMENT	MET	NOT MET	Bidders Response DEMONSTRATE HOW THE REQUIREMENT IS MET (Cross reference to Project Number in resource's CV where substantiating details are requested)
M1	Must demonstrate two (2) years of experience in the last four (4) years working as a Help Desk Specialist in an IT service environment, providing IT-related on-site support to more than 100 users.			
M2	Must demonstrate two (2) years of experience in the last four (4) years providing on-site MS Office 2003/2007 suite support.			
M3	Must demonstrate two (2) years of experience in the last four (4) years supporting and troubleshooting MS Outlook 2003 (or later version) in a MS Exchange 2003 (or later) environment.			
M4	Must demonstrate two (2) years of experience in the last four (4) years at on-site locations, providing on-site technical support to clients in a Windows XP/7 desktop environment, including peripherals.			
M5	Must demonstrate two (2) years of experience in the last four (4) years working in an Active Directory environment.			
M6	Must demonstrate two (2) years of experience in the last four (4) years working as a Help Desk Specialist using any of the following industry standard Information Technology Service Management (ITSM) tools (www.itsmportal.com/tools)			
M7	Must demonstrate two (2) years of experience in the last four (4) years working with network concepts/protocols (10/100 Base-T/TX Ethernet, TCP/IP).			

RATED CRITERIA - ITSS HELP DESK SPECIALIST RESOURCE:

RATED CRITERIA			
CRITERIA	MAX POINTS	SCORING GUIDELINES	Bidders Response Cross Ref. to Proposal (Page and Para)
R1 Experience working as a Help Desk Specialist in an IT service environment, providing IT-related onsite support to more than 100 users.	6	> 24 - 30 months = 3 points >30 - 36 months = 4 points >36 - 48 months = 5 points >48 months = 6 points	
R2 Experience supporting MS Office /2003/2007 suite.	6	> 24 - 30 months = 3 points >30 - 36 months = 4 points >36 - 48 months = 5 points >48 months = 6 points	
R3 Experience supporting and troubleshooting MS Outlook 2003 (or later version) in a MS Exchange 2003 (or later) environment.	6	> 24 - 30 months = 3 points >30 - 36 months = 4 points >36 - 48 months = 5 points >48 months = 6 points	
R4 Experience at on-site locations, providing technical support to clients in a Windows XP/7 desktop environment including peripherals.	6	> 24 - 30 months = 3 points >30 - 36 months = 4 points >36 - 48 months = 5 points >48 months = 6 points	
R5 Experience working in an Active Directory environment.	6	> 24 - 30 months = 3 points >30 - 36 months = 4 points >36 - 48 months = 5 points >48 months = 6 points	
R6 Experience working as a Help Desk Specialist using any of the following industry standard Information Technology Service Management (ITSM) tools (www.itsmportal.com/tools)	6	> 24 - 30 months = 3 points >30 - 36 months = 4 points >36 - 48 months = 5 points >48 months = 6 points	
R7 Experience working with network concepts/protocols (10/100 Base-T/TX Ethernet, TCP/IP).	6	> 24 - 30 months = 3 points >30 - 36 months = 4 points >36 - 48 months = 5 points >48 months = 6 points.	
Total (Must meet 60% of the rated criteria)	42		

MANDATORY REQUIREMENTS - NCR SERVICE DESK RESOURCE:

	REQUIREMENT	MET	NOT MET	Bidders Response DEMONSTRATE HOW THE REQUIREMENT IS MET (Cross reference to Project Number in resource's CV where substantiating details are requested)
M1	Must demonstrate one (1) year of experience in the last three (3) years working as a Help Desk Specialist in an IT service desk environment, providing IT-related remote first line support via phone or e-mail to more than 100 users.			
M2	Must demonstrate one (1) year of experience in the last three (3) years supporting MS Office 2003 (or later version) suite.			
M3	Must demonstrate one (1) year of experience in the last three (3) years supporting and trouble shooting MS Outlook 2003 (or later version) in a MS Exchange 2003 (or later) environment.			
M4	Must demonstrate one (1) year of experience in the last three (3) years of experience in user account management in an Active Directory environment.			
M5	Must demonstrate one (1) year of experience in the last three (3) years working as a Help Desk Specialist using any of the following industry standard Information Technology Service Management (ITSM) tools (www.itsmportal.com/tools)			

RATED CRITERIA - NCR SERVICE DESK RESOURCE:

RATED CRITERIA			
CRITERIA	MAX POINTS	SCORING GUIDELINES	Bidders Response Cross Ref. to Proposal (Page and Para)
R1 Experience working as a Help Desk Specialist in an IT service desk environment, providing remote IT-related first line support via phone or email to more than 100 users	6	> 12 - 18 months = 3 points >18 - 24 months = 4 points >24 - 36 months = 5 points >36 months = 6 points	
R2 Experience supporting MS Office /2003/2007/2010 suite.	6	> 12 - 18 months = 3 points >18 - 24 months = 4 points >24 - 36 months = 5 points	

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		>36 months = 6 points	
R3 Experience supporting and troubleshooting MS Outlook 2003 (or later version) in a MS Exchange 2003 (or later) environment.	6	> 12 - 18 months = 3 points >18 - 24 months = 4 points >24 - 36 months = 5 points >36 months = 6 points	
R4 Experience supporting and troubleshooting RIM Blackberrys.	6	> 12 - 18 months = 3 points >18 - 24 months = 4 points >24 - 36 months = 5 points >36 months = 6 points	
R5 Experience in user account management in an Active Directory environment.	6	> 12 - 18 months = 3 points >18 - 24 months = 4 points >24 - 36 months = 5 points >36 months = 6 points	
R6 Experience working as a Help Desk Specialist using SupportMagic or an equivalent ITSM tool such as Remedy, Axios Assyst, Clear Support etc.	6	> 12 - 18 months = 3 points >18 - 24 months = 4 points >24 - 36 months = 5 points >36 months = 6 points	
Total (Must meet 60% of the rated criteria)	36		

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ANNEX E BIDDER FORMS

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) [see the <i>Standard Instructions 2003</i>]	
Jurisdiction of Contract: Province in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	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"

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Federal Contractors Program for Employment Equity (FCP EE) Certification:

If the Bidder is exempt, please indicate the basis for the exemption to the right. If the Bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the Bidder is required either to:

- (a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or
- (b) submit a valid Certificate number confirming its adherence to the FCP-EE.

Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation.

For joint ventures, be sure to provide this information for each of the members of the joint venture.

Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the Bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]

Security Clearance Level of Bidder
[include both the level and the date it was granted]

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:

1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Signature of Authorized Representative of Bidder

On behalf of the Bidder, by signing below, I also confirm that the Bidder *[check the box that applies]*:

(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;	
--	--

(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;	
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(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR	
---	--

(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).	
---	--