

**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 0B2 / Noyau 0B2  
Gatineau  
Québec  
K1A 0S5**

## Request For Supply Arrangement - Demande pour un arrangement en matière d'approvisionnement

Offer to: Department of Public Works and Government Services

We hereby offer to provide to Canada, as represented by the Minister of Public Works and Government Services, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Travaux publics et des Services  
gouvernementaux

Nous offrons par la présente de fournir au Canada, représenté par le ministre des Travaux publics et des Services gouvernementaux, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

## Comments - Commentaires

**Vendor/Firm Name and Address**

**Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

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

<b>Title - Sujet</b> TBIPS	
<b>Solicitation No. - N° de l'invitation</b> EN578-055605/G	<b>Date</b> 2015-02-06
<b>Client Reference No. - N° de référence du client</b> EN578-055605	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$EI-003-28442
<b>File No. - N° de dossier</b> 003ei.EN578-055605	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-03-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bouliane Manon L.	<b>Buyer Id - Id de l'acheteur</b> 003ei
<b>Telephone No. - N° de téléphone</b> (819)934-4667 ( )	<b>FAX No. - N° de FAX</b> (819)956-7827
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> As per contract	
<b>Security - Sécurité</b> This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

EN578-055605/G

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

003ei

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

EN578-055605

003eiEN578-055605

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Please see the following document.

**BID SOLICITATION FOR SUPPLY ARRANGEMENTS AND STANDING OFFERS FOR  
TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)  
FOR  
ALL FEDERAL GOVERNMENT DEPARTMENTS AND CROWN CORPORATIONS**

This is a request to solicit bids for Supply Arrangements (SA's) and Standing Offers (SO's) for the provision of Task-Based Informatics Professional Services (TBIPS) to all Federal Government departments and Crown Corporations as described in the *Financial Administration Act* (as amended from time to time), and to any other party for which the Department of Public Works and Government Services (PWGSC) may be authorized to act from time to time under section 16 of the PWGSC Act.

Suppliers capable of meeting the requirements of this solicitation are invited to submit a bid.

This document allows bidders who were issued a SO under the last re-compete solicitation EN578-055605/E to update their rates and to submit bids against additional categories, tiers, levels of expertise, regions, and metropolitan areas.

This document also allows bidders who were issued a SA under the last re-compete solicitation EN578-055605/E and/or refresh solicitation EN578-055605/F Period 1 and/or Period 2, and/or Period 3, and/or Period 4 to submit bids against additional categories, tiers, levels of expertise, regions, and metropolitan areas.

Only suppliers qualified for the relevant Region, Metropolitan Area, Tier, Category and Level of Expertise, at the time of individual requirements, will be eligible to provide the requested Services.

Suppliers are reminded of the importance of reading this document in its entirety, as well as all documents incorporated by reference. By submitting a bid, bidders are acknowledging that they agree to the process described in this re-compete bid solicitation. Suppliers who have questions or comments about this solicitation can direct them to the Standing Offer/Supply Arrangement Authority identified in this solicitation. The process for making enquiries is described in Component I. Bids cannot be revised after the bid submission date. Therefore it is very important for suppliers to ensure that they understand the requirements of this solicitation before submitting a bid.

**BID SOLICITATION FOR SUPPLY ARRANGEMENTS AND STANDING OFFERS FOR  
TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)  
FOR  
ALL FEDERAL GOVERNMENT DEPARTMENTS AND CROWN CORPORATIONS**

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## **COMPONENT I - REQUEST FOR BIDS – STANDING OFFER and/or SUPPLY**

### **ARRANGEMENT**

#### **PART 1 - GENERAL INFORMATION**

##### **1. INTRODUCTION**

This Request for Standing Offer/Supply Arrangement (RFSO/SA) has three components: a Request for Bids, the resulting Supply Arrangement, and the resulting Standing Offer.

##### **(a) Component I - Request for Bids – SO/SA**

The Request for Bids is divided into five parts plus attachments, as follows:

- Part 1: General Information: provides a general description of the requirement;
- Part 2: Bidder Instructions: provides the instructions applicable to the clauses and conditions of the request for bids;
- Part 3: Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid to address the evaluation criteria specified;
- Part 4: Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the bid, the security requirement, and the basis of selection;
- Part 5: Certifications: includes the certifications to be provided; and

##### **The Attachments to Component I:**

- Attachment A Bidder Profile / CPSS Supplier Module: Enrollment
- Attachment B Standing Offer Technical Evaluation
- Attachment C Supply Arrangement Technical Evaluation
- Attachment D Standing Offer Financial Evaluation
- Attachment E Certifications/ CPSS Supplier Module - DCC: Certifications
- Attachment F Technical Response Template/ CPSS Supplier Module – DCC
- Attachment G Financial Response Template / CPSS Supplier Module – DCC
- Attachment H Standard Instructions - Competitive Requirements - Request for Supply Arrangements and Standing Offers

##### **(b) Component II - Resulting Supply Arrangement (SA)**

The resulting Supply Arrangement is divided into three parts plus annexes, as follows:

- Part 6A: Supply Arrangement: includes the Supply Arrangement with the applicable clauses and conditions;
- Part 6B: Bid Solicitation: includes the instructions for the bid solicitation process within the scope of the Supply Arrangement; and
- Part 6C: Model Resulting Contract Clauses: includes general information for the conditions which will apply to any contract entered into pursuant to the Supply Arrangement.

**The Annexes to Component II:**

Annex A	Requirements for Services
Annex B	Generic Security Requirement Check Lists
Annex C	Sample Quarterly Usage Report
Annex D	Client Satisfaction Form
Annex E	Qualified Categories

**(c) Component III – Resulting Standing Offer (SO)**

The resulting Standing Offer is divided into three parts plus annexes, as follows:

- Part 7A Standing Offer: includes the Standing Offer from the Bidder and the applicable clauses and conditions;
- Part 7B Call-up Procedures; and
- Part 7C Resulting Contract Clauses: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include:

Annex A	Requirements for Services
Annex B	Generic Security Requirement Check Lists
Annex C	Sample Quarterly Usage Report
Annex D	Client Satisfaction Form
Annex E	Qualified Categories and Rates
Annex F	Availability Confirmation Form (ACF)

Existing Supply Arrangement Holders who wish to apply for a Standing Offer will be required to complete the SO section in the Data Collection Component in its entirety to match their SA profile and must reflect those categories for which a supplier is already qualified. Suppliers wishing to add new SO categories must otherwise comply with the requirements of the solicitation; CANADA will not clarify offered categories or rates with the bidder.

**2. SUMMARY**

- 2.1** This RFSO/SA is to establish a qualified pool of suppliers to provide Task Based Informatics Professional Services (TBIPS) to locations throughout Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements (the "Services").

Each bid may result in either a Supply Arrangement, a Standing Offer, or both. All suppliers capable of meeting the requirements of this bid solicitation are invited to submit a bid for the Services containing either an arrangement for a Supply Arrangement, or an offer for a Standing Offer, or both.

**2.2 Streams**

The Services include the following Streams:

Stream 1	Application Services
Stream 2	Geomatics Services
Stream 3	IM/IT Services
Stream 4	Business Management Services
Stream 5	Project Management Services
Stream 6	Cyber Protection Services
Stream 7	Telecommunications Services

Each Stream is further subdivided into single resource categories, or "Categories".

Bids will be evaluated on a Category and Stream basis. It is not necessary to bid for all Streams or for all Categories in a Stream to be issued a SO and/or SA. Therefore, if a bidder wishes to

submit a bid for services in only one specific Stream, it may do so; however, if a minimum response is required to obtain a Category or a Stream, that minimum response must be provided in the bid.

### **2.3 Clients / Identified Users**

Any resulting SO and/or SA may be used by any government department or Crown Corporation as described in the [Financial Administration Act](#) (as amended from time to time) or any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under [section 16 of the Department of Public Works and Government Services Act](#) (each a "Client" or "Identified User").

### **2.4 The Period of the Standing offer and Supply Arrangement**

The period of the Standing Offer and Supply Arrangement begins from the date of issuance as stated on page 1 of the SO and/or SA and ends with the award of the next re-compete process.

### **2.5 Bid Solicitation (RFSO/SA)**

The RFSO/SA documents contain all the requirements relating to this bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source is not relevant.

In as much as possible, PWGSC will issue a bid solicitation intended to replace the Supply Arrangements and Standing Offers for the Services on an annual basis, although PWGSC reserves the right to choose to proceed with a different procurement vehicle for the requirement if it considers such action appropriate. Each such recompetition (a "re-compete bid solicitation") requires all bidders, including those who may have received a SO and/or SA under the previous solicitation, to submit a bid in response to the re-compete bid solicitation in order to continue to provide services under its resulting Standing Offers and Supply Arrangements. The terms and conditions of each re-compete bid solicitation may add, modify or remove Categories/Streams, and may otherwise modify the requirements of the previous bid solicitation. As such, each re-compete bid solicitation stands alone, separate and apart from any previous bid solicitation. While some aspects of a bidder's bid may incorporate by reference information already in the possession of Canada, all the requirements of a re-compete bid solicitation must be met by each bidder by the re-compete RFSO/SA closing date.

Bidders must submit offers for a Standing Offer in accordance with the terms of each re-compete solicitation and no such offers may be submitted after the re-compete closing date until the next re-compete solicitation is solicited. However, suppliers may submit a bid for a Supply Arrangement at any time by responding to the most recent refresh terms and conditions posted on GETS.

Canada reserves the right to issue supply arrangements to bidders who qualify throughout the entire period of the Supply Arrangement. Evaluations of such arrangements will be processed on a quarterly basis, with targeted schedules identifying bid due dates for each quarterly evaluation cycle.

### **2.6 Trade Agreements**

This 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 Agreement on Internal Trade (AIT), the Canada-Chile Free Trade Agreement (CCFTA), Canada-Peru Free Trade Agreement (CPFTA), the Canada - Columbia Free Trade Agreement (CColFTA), and the Canada Panama Free Trade Agreement (CPanFTA) if it is in force.

### **2.7 Designation as Set Aside**

Part of this procurement may be designated by one or more Identified Users as set-aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB). In these specific cases, (i) the procurement is set aside from the international trade agreements under the

provision each has for set-asides for small and minority businesses, and (ii) as per Article 1802 of the AIT, the AIT does not apply.

In order to be considered as an Aboriginal Business under the PSAB, Bidders must complete the Aboriginal Business certification contained in the Data Collection Component of the CPSS.

### **3. SECURITY REQUIREMENT**

There is a security requirement associated with this bid solicitation. For additional information, see Part 4 - Evaluation Procedures and Basis of Selection, Part 6A - Supply Arrangement and Part 7A, Standing Offer.

### **4. DEBRIEFINGS**

After issuance of all of the Standing Offers and all Supply Arrangements resulting from the bid solicitation, and also after each subsequent Supply Arrangement refresh evaluation for which a bidder has submitted a bid, a bidder will be notified in writing regarding the outcome of their bid evaluation. Bidders should make a request for any additional debriefing to the Offer/Arrangement Authority within 15 working days of receipt of such written notification. The debriefing will be in writing.

### **5. KEY TERMS**

**5.1 Task Based Informatics Professional Services or TBIPS** refers to services related to a particular activity or initiative required to address a specific Information Technology (IT) need, which are usually associated with a specified set of responsibilities. The tasks involved are finite work assignments which require one or more resources to complete. A task involves a specific start date, a specific end date, and set deliverables. Tasks are usually not large projects, although they may be subsets of a larger project. Tasks may require highly specialized work to be performed requiring a rare or unique skill or knowledge for a short period of time.

#### **5.2 Bidder:**

For the purposes of this document, a Bidder refers to any legal entity applying in response to this RFSO/SA solicitation.

#### **5.3 New Bidder:**

A new Bidder refers to a bidder that does not currently hold a valid TBIPS Standing Offer or Supply Arrangement.

#### **5.4 Existing or current SO and/or SA Holder:**

An existing Supply Arrangement (SA) Holder is a supplier that currently has a valid TBIPS Supply Arrangement that was awarded as a result of Solicitation EN578-055605/E, and/or EN578-055605/F Period 1, and/or, Period 2, and/or Period 3, and/or Period 4.

An existing Standing Offer (SO) Holder is a supplier that currently has a valid TBIPS Standing Offer that was awarded as a result of Solicitation EN578-055605/E.

**5.5 The Centralized Professional Services System or CPSS** is a web-based system created as part of PWGSC's Professional Services National Procurement Strategy to support a single portal for professional services. It contains information on methods of supply which will include TBIPS, and reflects standardized business rules. CPSS is comprised of a **Supplier Module**, a **Client Module** and a **Maintenance Module**. The Client Module is used by Government of Canada personnel to process procurement functions. The Maintenance Module is used to administer CPSS and the methods of supply it contains. The Supplier Module allows a supplier through a Main Supplier Contact (as defined below) to:

- (i) create and manage **Contacts** (Contacts are supplier personnel who, using credentials received in response to actions by the Main Supplier Contact are able to input data for the supplier into the Data Collection Component, and view data displayed in the Client Module for use by Government of Canada personnel);
- (ii) input and submit data as part of a solicitation process;
- (iii) track the progress/status of data input against bid solicitation(s) and retrieve the data for use in other solicitations;
- (iv) modify an arrangement as permitted by a solicitation's terms; and
- (v) view information pertaining to that supplier and edit certain elements of that supplier's profile.

**5.6 The Data Collection Component or DCC** of the CPSS Supplier Module replaces the concept of "Response Templates" that have been used in other professional services solicitations for TBIPS. The DCC will display information on methods of supply in a "dashboard" format, providing both information that has been submitted by a supplier and information on upcoming and closed solicitations for professional services.

**5.7 Each supplier must enroll and identify a Main Supplier Contact or MSC.** The MSC will receive credentials that enable the MSC to access the Supplier Module, as defined in Article 5.5 above. Enrollment is conducted on-line and can be initiated by a supplier at any time, with a typical response time of minutes to receive credentials, where all the necessary information is received by Canada. Instructions for enrollment in the CPSS Supplier Module and other support on the use of the DCC are available at:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>

When participating in any solicitation process that involves the use of the DCC, suppliers are responsible for the input of accurate data. Suppliers must also safeguard the credentials released to the MSC and supplier's Contacts that enable access to the Supplier Module. Canada will not delay or cancel any solicitation or Call-up process due to a supplier's inability to access, modify or validate such credentials, or because of any claim that such credentials were used without proper authorization.

While suppliers normally have the option to submit their tender to Canada in writing directly, by mail or by other means, due to the unique nature of this solicitation, certain aspects of a bidder's bid must be submitted only by electronic transmission, (see Part 3 - Bid Preparation Instructions). Therefore, in order to respond to this bid solicitation, a supplier must enroll in the CPSS Supplier Module and input data in the DCC, as described above. Should a supplier have questions or concerns regarding enrollment or any other aspect of the electronic transmission of data through the DCC, the supplier is encouraged to submit these questions or concerns as early as possible in the bid solicitation period, in accordance with the Article titled "Enquiries - Request for Bids".

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS**

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.

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation (including its Attachments) and accept the clauses and conditions of the Standing Offer, Supply Arrangement and resulting contract(s).

#### **1.1 SACC Manual Clauses**

- (a) M0019T (2007-05-25) Firm Price and/or Rates
- (b) M0222T (2013-04-25) Evaluation of Price (for SO only)
- (c) S0030T (2014-11-27) Financial Viability

#### **1.2 Standard Instructions (Applies to RFSO/SA bid Solicitation)**

Standard Instructions - Competitive Requirements - Request for Supply Arrangements and Standing Offers, included at Attachment H to Component 1, form part of this bid solicitation.

#### **1.3 Bid Participation**

Although this solicitation may result in a Bidder receiving a Standing Offer, a Supply Arrangement, or both, a Bidder's bid must contain its response to all the requirements of this bid solicitation. The bid may include an offer for a Standing Offer and/or an arrangement for a Supply Arrangement in some or all Tiers, Regions, Metropolitan areas, Streams and/or Categories; however, a Bidder may not submit a second bid for the same Tier, Region, Metropolitan areas, Streams and/or Categories.

One legal entity may participate in the submission of:

- (i) one bid from the legal entity alone, or
- (ii) one bid from the legal entity and one bid submitted in a joint venture, or
- (iii) two bids submitted in joint venture.

More than two bids generated from the same legal entity is not permitted in response to this solicitation.

If a legal entity participates in more than two bids, Canada will choose in its discretion which two bids to consider.

If a legal entity chooses to participate in two bids, each bid must be a physically separate document, clearly marked as a separate bid. Each bid will be evaluated independently without regard to other bids submitted and, therefore, every bid submitted must be complete.

### **2. SUBMISSION OF BIDS**

While suppliers normally have the option to submit their tender to Canada in writing directly, by mail, or by other means, due to the unique nature of this solicitation, bids must be submitted only in the following manner:

- (i) physically to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page one of the bid solicitation for the elements of the bid that must or may be submitted in Print; and

- (ii) electronically through the Data Collection Component of CPSS by the date and time as indicated on page one of the bid solicitation for the bid elements that must or may be submitted by electronic transmission.

Refer to the "Submission Grid" in Part 3 for detailed submission information.

### **3. ENQUIRIES - REQUEST FOR BIDS**

All enquiries must be submitted in writing to the Offer/Arrangement Authority no later than fifteen (15) calendar days before the bid solicitation closing date. Enquiries received after that time may not be answered.

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 bidders 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.

**Where to Direct Enquiries:** All enquiries and other communications with government officials relating to this Re-compete bid Solicitation are to be directed ONLY to the following E-mail Address:

**Email Address:** [RCNMDAI-NCRIMOS@tpsgc-pwgsc.gc.ca](mailto:RCNMDAI-NCRIMOS@tpsgc-pwgsc.gc.ca)

### **4. FORMER PUBLIC SERVANT – NOTIFICATION**

Bidders are instructed to disregard any reference to the Former Public Servant Certification in the Data Collection Component (DCC).

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, Contracting Policy Notice 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### **5. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - NOTIFICATION**

Bidders are instructed to disregard any reference to the Federal Contractors Program for Employment Equity in the DCC.

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) (ESDC) Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on ESDC's-Labour's website.

### **6. APPLICABLE LAWS**

A Standing Offer and any contract resulting from the Standing Offer, as well as a Supply Arrangement and any contract awarded under it, must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice in Attachment A to

Component I - Bidder Profile. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidder.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. BID PREPARATION INSTRUCTIONS

- 1.1 Canada requires that bidders provide their bid in hard copy and as an electronic submission as identified in the Submission Grid below. Specifically, bidders must provide as follows:

**Section I Technical Bid:** To the PWGSC Bid Receiving Unit, one Print copy of the Technical Bid as detailed in Attachment B to Component 1 (Standing Offer Technical Evaluation) and Attachment C to Component 1 (Supply Arrangement Technical Evaluation), except where identified in the Submission Grid (below) as being required to be submitted through the Data Collection Component (DCC) of the Supplier's Module of the CPSS.

**Section II Financial Bid:** Through the DCC of the Supplier's Module of the CPSS, the entire Financial Bid for the RFSO. Only information submitted through the DCC will be considered for the Financial Bid.

**Section III Certifications:** For the Certifications as detailed in Component 1, Part 5 and Attachment E to Component 1, a Print copy of the Certification or submission through the DCC, as specified in the Submission Grid (below).

Where information is required to be submitted in both Print copy and via the DCC, if there is a discrepancy between information received via the Data Collection Component and the Print (hard) copy, the Print copy will take precedence.

- 1.2 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, where hard copies are required, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

- 1.3 The Data Collection Component of the Supplier's Module of the CPSS

Bidders must submit their financial bids and most of their technical bids as specified in this Part 3 through the Data Collection Component of the Supplier's Module of CPSS.

To access the Data Collection Component:

1. Access the following CPSS link: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>
2. Enroll or login to the system. Bidders must contact CPSS directly for enrollment questions or assistance.
3. Access this solicitation's Data Collection Component through the "Dashboard"
4. Enter all the required data into the Data Collection Component
5. Print the required parts of the Data Collection Component and submit with the hard copy of the bid by the closing date, time, and location indicated on page one (1) of this solicitation. The Data Collection Component allows bidders to re-submit the electronic copy of the bid, replacing that bidder's previous electronic copy of the bid up until the closing date and time of this bid solicitation.

#### Note to Bidders:

- To submit the DCC portion of your bid, you must select <Submit Response>.
- The <Save Response> does NOT submit your bid.
- Failure to submit the bid through the DCC will result in the bid being declared non responsive.
- The DCC bid submission can only be done by the Main Supplier Contact.

For more information on the Data Collection Component (DCC), see "Easy Steps – for Data Collection Component" at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/espfcdd-sesdccc-eng.html>

#### 1.4 Submission Grid

The purpose of the following grid is to assist Bidders with their bid preparation and bid submission. As the status and circumstances of each bidder is unique, it is the responsibility of each bidder to read all documents related to this solicitation, and to ensure that all mandatory criteria, Certifications, and elements required for bid validity are met in their bid submission. Where in the Submission Grid the symbol "&" is used, it means that the Bidder must submit the information requested through both methods.

The following terms are used below:

**DCC:** indicates that the Bidder **must** input information, as applicable, into the "Data Collection Component: Suppliers' Module of CPSS".

**Should Print:** Indicates that Bidder must print and sign the certification and should submit it with the hard copy of the bid to the Bid Receiving Unit by the bid submission closing date.

**MUST PRINT:** Indicates that Bidder must print and sign the certification, and **must** submit it with the hard copy of the bid to the Bid Receiving Unit by the bid submission closing date.

**ADD:** Indicates that additional documentation is required and **must** be submitted with the hard copy of the Bid to the Bid Receiving Unit by the bid submission closing date.

#### SUBMISSION GRID

Column A	Column B	Column C	Column D
	<b>New TBIPS Bidder</b> (Bidder is not a current TBIPS Holder)	<b>Existing TBIPS Holder:</b> The Bidder is <b>NOT</b> changing the Technical Offer already on file from the previous TBIPS Solicitation	<b>Existing TBIPS Holder:</b> The Bidder <b>IS</b> applying for additional Tier(s) and/or, Category(ies), or is otherwise modifying their Technical Offer already on file from the previous TBIPS Solicitation
<b>SECTION I TECHNICAL BID</b>			
Region & Metropolitan Area selection	DCC	DCC	DCC
Mandatory M.1 Financial Certification	DCC & MUST PRINT	Grandfather Cert.	Grandfather Cert. or DCC
Mandatory M.2 Minimum Years in Business	DCC & ADD	Grandfather Cert.	Grandfather Cert.
Mandatory M.3 Insurance Requirements	DCC & ADD (if applying for Tier2)	Grandfather Cert.	Grandfather Cert. & ADD (if applying for Tier2)
Mandatory M.4 Total Cumulative Value Billed	DCC & ADD	Grandfather Cert.	Grandfather Cert. or, DCC & ADD (if applying for additional Tier)

Mandatory M.5 Identification of Categories	DCC	DCC & Grandfather Cert.	DCC & Grandfather Cert.
Mandatory M.6 Security Clearance	DCC	Grandfather Cert.	DCC & Grandfather Cert.
<b>SECTION II FINANCIAL BID</b>			
Financial Offer (*for the RFSO only)	DCC	DCC	DCC
<b>SECTION III CERTIFICATIONS</b>			
Bidder's Statement (All Bidders)	DCC & 'Should Print' (Attachment E to Component 1)	DCC & 'Should Print' (Attachment E to Component 1)	DCC & 'Should Print' (Attachment E to Component 1)
Grandfather Certification (Existing Holders)	N/A	DCC & 'Should Print' (Attachment E to Component 1)	DCC & 'Should Print' (Attachment E to Component 1)
Aboriginal Business Certification	DCC	Grandfather Cert.	Grandfather Cert. or DCC
Integrity Provision Certification	DCC	Grandfather Cert.	Grandfather Cert. or DCC

## SECTION I: TECHNICAL BID

Bidders must identify in their bid the Categories, Stream(s), Regions, Metropolitan area(s) and Tier(s) [if applicable] for which they wish to be considered.

This bid solicitation will award Standing Offers and Supply Arrangements based upon an evaluation that does not assess the personnel that may be provided by the bidder after the award of a Standing Offer or Supply Arrangement. As it does not require the submission of individual resources, resumes are not requested and should not be submitted with a Bidder's bid.

## SECTION II: FINANCIAL BID

A financial bid must be submitted for a bid containing an offer for a Standing Offer.

Bidders must submit their financial bid through the Data Collection Component, in accordance with this 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 firm, all inclusive rate quoted in Canadian dollars in each cell requiring an entry in the Data Collection Component.

A financial bid must be completed for each Region and Metropolitan Area (if applicable) for which the Bidder is proposing to offer a Category of Work.

## SECTION III: CERTIFICATIONS

Bidders must provide all of the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. EVALUATION PROCEDURES

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and RFSO financial evaluation criteria. There are several steps in the evaluation methodology, 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 Canada will evaluate the bids. 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) If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two working days (or a longer period if specified in writing by the Offer/Arrangement Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid or a part thereof being declared non-responsive, unless the Offer/Arrangement Authority grants an extension in his or her sole discretion.

#### 1.1 Technical Evaluation

The technical evaluation criteria for the provision of the Services under the Standing Offer are included in Attachment B to Component 1, Standing Offer Technical Evaluation.

The technical evaluation criteria for the provision of the Services under the Supply Arrangement are included in Attachment C to Component 1, Supply Arrangement Technical Evaluation.

#### 1.2 Financial Evaluation

The financial evaluation criteria for the provision of the Services under the Standing Offer are included in Attachment D to Component 1, Standing Offer Financial Evaluation. For the Supply Arrangement, there will be no financial evaluation bids.

### 2. BASIS OF SELECTION

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 applicable to the offer and/or arrangement will be considered non-responsive for that offer and/or arrangement. The evaluation steps are as follows:

**Step 1 – Technical Evaluation:** Each bid will be reviewed to determine if it contains an offer for a Standing Offer that meets the mandatory requirements set out in Attachment B, Standing Offer Technical Evaluation, and to determine whether it contains an arrangement for a Supply Arrangement that meets the mandatory requirements of Attachment C to Component 1, Supply Arrangement Technical Evaluation.

Within each bid, an offer must comply with the requirements of the bid solicitation and meet all mandatory requirements of Attachment B to Component 1 to be declared responsive to the requirement for a Standing Offer.

Within each bid, an arrangement must comply with the requirements of the bid solicitation and meet all mandatory requirements of Attachment C to Component 1 to be declared responsive to the requirement for a Supply Arrangement.

**Step 2 – Financial Evaluation (Standing Offer Only):** Each offer meeting the mandatory requirements for the Standing Offer technical evaluation will be evaluated in accordance with the financial requirements identified in Attachment D to Component 1, Standing Offer Financial Evaluation.

**Step 3 -- Selection and Issuance of Supply Arrangements and Standing Offers:**

Each technically and financially responsive offer will be recommended for issuance of a Standing Offer on the terms stated in Component III.

Each technically responsive arrangement will be recommended for the issuance of a Supply Arrangement on the terms stated in Component II.

Where an Aboriginal Bidder qualifies for both an Aboriginal and Non-Aboriginal Standing Offer, only one Standing Offer will be awarded.

Where an Aboriginal Bidder qualifies for both an Aboriginal and Non-Aboriginal Supply Arrangement, only one Supply Arrangement will be awarded.

**3. SECURITY REQUIREMENT**

- 3.1** Before issuance of a Standing Offer or a Supply Arrangement the Bidder must hold a valid organization security clearance as indicated in Part 6A - Supply Arrangement or Part 7A - Standing Offer, as applicable.
- 3.2** Canada will not delay the issuance of any Standing Offer or Supply Arrangement to allow bidders to obtain the required clearance. However in respect of a Supply Arrangement, should a Bidder receive its required clearance while all other requirements of the bid solicitation have been met and its bid is still valid, Canada will consider awarding a Supply Arrangement to that Bidder.
- 3.3** Bidders who have not yet received their DOS clearance from CISC by the date that the Offer/Arrangement Authority has issued any Standing Offer as a result of this solicitation will be considered non-responsive to this bid solicitation's requirements for the issuance of a Standing Offer.
- 3.4** Bidders may request that the Offer/Arrangement Authority consider security sponsorship of their candidacy to upgrade it to the next security level that is above the bidder's current security level or to seek initial DOS clearance. Such sponsorship is only available for one level of upgrade at a time. This request may be made at any time before or after bid closing by sending the request via email to the attention of the Offer/Arrangement Authority.
- 3.5** For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents Web site.

( <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html> )

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be issued a Standing Offer or a Supply Arrangement. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period before the issuance of a Standing Offer or a Supply Arrangement, and after such issuance. The Standing Offer/Supply Arrangement Authority will have the right to ask for additional information to verify a bidder's compliance with the certifications before such issuance. 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 Offer/Arrangement Authority for additional information will also render the bid non-responsive.

### CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER OR SUPPLY ARRANGEMENT

The following certifications should be provided through the Data Collection Component, but may be submitted afterwards either electronically or in hard copy. If any of these required certifications is not completed and submitted as requested, the Standing Offer/Supply Arrangement Authority will so inform the Bidder and provide a time frame within which to meet the requirement. Failure to comply with the request of the Offer/Arrangement Authority and meet the requirement within that time period will render the bid non-responsive.

**1. THE GRANDFATHER CERTIFICATION (existing SO/SA Holders only)**

Refer to Attachment E to Component 1 of this bid solicitation;

**2. THE BIDDER'S STATEMENT (All bidders)**

Refer to Attachment E to Component 1 of this bid solicitation.

**3. ABORIGINAL BUSINESS CERTIFICATION**

**3.1 Set-Aside Program for Aboriginal Business**

For information on the Eligibility for Aboriginal Procurement Set Aside, refer to the following link: [Aboriginal Affairs and Northern Development Canada](#)

**3.2 Aboriginal Business Certification**

Bidders seeking to qualify for an Aboriginal Standing Offer/Supply Arrangement must complete the certification in the Data Collection Component of CPSS. Bidders must complete the required information and should include them in their Bids. Bidders may also satisfy the requirement by reproducing the documents in another way, provided the wording of the document is not changed.

**4. INTEGRITY PROVISIONS - Related Documentation**

By submitting an Offer and/or arrangement the Bidder certifies that the Bidder and its affiliates are in full compliance with the Integrity Provisions clause of Attachment H, Section 01 of the Standard Instructions - Request for Supply Arrangements - Competitive Requirements. The related documentation therein required will assist Canada in confirming that the certifications are true.

Bidders are instructed to disregard any reference to the term "Code of Conduct" in the Data Collection Component (DCC)

**ATTACHMENT A TO COMPONENT I**

**BIDDER PROFILE / CPSS SUPPLIER MODULE: ENROLLMENT**

Bidders must enter the "Company Information" in the "Data Collection Component" DCC of CPSS.

To access CPSS, follow the link: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>

## **ATTACHMENT B TO COMPONENT I STANDING OFFER TECHNICAL EVALUATION**

All Bidders must meet the mandatory requirements set out in this Attachment B by either:

- (a) demonstrating through the submission of proof in their bid that they meet the mandatory requirement, or
- (b) where permitted, providing the Grandfather certification in Attachment E to Component 1 of this Solicitation and signed by either its Chief Financial Officer, Chief Executive Officer or the Bidder's duly authorized representative. While a bid may incorporate by reference information already on file, all the requirements of this solicitation must be met by each Bidder by the closing date unless specified otherwise.

By submitting an offer, Bidders are indicating that they consider themselves to be fully compliant in accordance with the mandatory requirements of this Attachment B, and will agree to the standing offer terms and conditions identified in Component III if a standing offer is issued to them.

Two new categories are added to TBIPS Stream 5, Project Management Services:

- P.13 Independent IT Project Review Team Leader, and
- P.14 Independent IT Project Reviewer

The following definitions apply to the evaluation of bids:

An "Outside Client" is a legal entity that is not a parent, subsidiary or affiliate of a Bidder or of a member of a joint venture Bidder.

"Informatics Professional Services" are professional services provided by the Bidder in support of an information technology or information management project or contract.

Mandatory Requirements are as follows:

- M.1 Financial Certification
- M.2 Minimum Years in Business
- M.3 Insurance Requirements
- M.4 Total Cumulative Value Billed (TCVB)
- M.5 Identification of Categories
- M.6 Security Clearance of the Bidder

### **M.1 FINANCIAL CERTIFICATION:**

The Bidder must have earned a gross business volume in sales in the amount of at least \$250,000 CDN in the last fiscal year ending not more than twelve months immediately prior to the closing date.

1. To demonstrate this requirement, the Bidder must provide a signed copy of the M.1 Financial Certification from either its Chief Financial Officer, Chief Executive Officer or the Bidder's duly authorized representative. **The Bidder must:**
  - a) print (from the Data Collection Component), sign, and submit the M.1 Financial Certification with the hard copy of its bid to the Bid Receiving Unit by the closing date; or
  - b) provide for this mandatory the Grandfather Certification in Attachment E to Component 1 of this Solicitation if the Bidder currently holds a valid TBIPS SO and does not wish to modify its qualification against this criterion; or
  - c) provide the information in M.1, 1.a) above if the Bidder currently holds a valid TBIPS SO and wishes to modify its qualification against this criterion.
2. The Bidder acknowledges that PWGSC reserves the right to verify that this Financial Certification was true as of the closing date by requesting additional financial information

from the Bidder or by other means, at any time prior to standing offer award or during its performance, and that untrue statements will result in the offer being considered non-responsive or any other action which the Minister may consider appropriate, including the suspension, withdrawal or set-aside of the Bidder's offer once a standing offer has been awarded.

3. If the Bidder is a joint venture, the financial certification must be provided by at least one member of the joint venture.

## **M.2 MINIMUM YEARS IN BUSINESS:**

The Bidder must have carried on business as the same legal entity for a minimum of three years as of the closing date.

1. To demonstrate this requirement, the Bidder must provide documented proof of its status (such as a certificate of incorporation, business registration or tax returns confirming the number of years it has been in business). **The Bidder must;**
  - a) submit the documented proof with the hard copy of its bid to the Bid Receiving Unit by the closing date; or
  - b) provide for this mandatory the Grandfather Certification in Attachment E to Component 1 of this Solicitation if the Bidder currently holds a valid TBIPS SO and does not wish to modify its qualification against this criterion; or
  - c) provide the information in M.2, 1.a) above if the Bidder currently holds a valid TBIPS SO and wishes to modify its qualification against this criterion.
2. If the Bidder is a joint venture, each member of the joint venture must meet the requirement.
3. If the Bidder has been incorporated or otherwise created less than three years before the closing date specified above as the result of a corporate change under which it has in law assumed all of the assets, undertaking, operational capability, skills and resources of other legal entities, Canada will consider the three year minimum requirement to be met if the Bidder demonstrates to Canada's satisfaction that:
  - a) the Bidder has been incorporated or otherwise created as the result of a corporate change under which it has in law assumed all of the assets, undertaking, operational capability, skills and resources of other legal entities;
  - b) each of the other legal entities carried on business, uninterrupted and in the normal course, for at least three years;
  - c) the Bidder has carried on the business of all of the other legal entities in the normal course, uninterrupted from and after the date of the corporate change;
  - d) the corporate change was solely for tax or other purposes unrelated to the business of the other legal entities and does not affect the ability of the Bidder to carry on the business that had been carried on by the other legal entities; and
  - e) the Bidder, as at the closing date, maintains the same assets, undertaking, operational capability, skills and resources as the other legal entities had maintained before the corporate change.

In these circumstances, Canada may require from the Bidder an unqualified legal opinion from an independent law firm stating that the Bidder meets all of the above requirements. Canada reserves the right to require other details and material to verify that the above requirements are met. If Canada is not satisfied that the above requirements have been met, the Bidder's offer will be considered non-responsive. Canada reserves the right to request proof of any information provided by the Bidder. If the information cannot be validated, the Bidder's offer will be considered non-responsive.

### M.3 INSURANCE REQUIREMENTS:

There is no mandatory insurance requirement to be satisfied in order to be awarded a Standing Offer.

The Bidder certifies that if awarded a TBIPS SO, the Bidder will meet the mandatory insurance requirement as set out in individual ACF issued against the TBIPS SO.

### M.4 TOTAL CUMULATIVE VALUE BILLED

Within the last three years immediately prior to the closing date the Bidder must have invoiced for, and provided Informatics Professional Services to Outside Clients above the \$1 million minimum billing threshold.

1. To demonstrate this requirement, the Bidder must provide, billing details such as: Contract/Project Title, Contract/Project Number, Start Date, End Date, Amount Billed (for Informatics Professional Services only), and Description of the Services Performed or any other information relevant to invoicing used to refer to such project(s) by the client(s) or by the Bidder's accounts payable. **The Bidder must;**
  - a) submit this information with the hard copy of its bid to the Bid Receiving Unit by the closing date. Please note that this information cannot be entered into the Data Collection Component of CPSS and must be submitted in hard copy only. Canada requests that the information be provided in a word processing document or table as suggested below; or

Contract/ Project Title	Contract/ Project Number	Start Date	End Date	Amount Billed (IPS only)	Description of the Services Performed	The Bidder warrants that the total amount to the subsidiary does not exceed 50% of the TCVB. <i>Indicate "Confirmed"</i>

- b) provide for this mandatory the Grandfather Certification in Attachment E to Component 1 of this Solicitation if the Bidder currently holds a valid TBIPS SO and does not wish to modify its qualification against this criterion; or
  - c) provide the information in M.4 1.a) above if the Bidder currently holds a valid TBIPS SO and wishes to modify its qualification against this criterion.
2. If the Bidder is a joint venture, invoices demonstrating experience provided previously by any joint venture member will be counted towards the TCVB.
3. If the Bidder is a parent company, invoices demonstrating experience provided previously by any wholly owned subsidiary will be counted towards the TCVB, so long as such invoice total amount makes up no more than 50% of the total TCVB.

## M.5 IDENTIFICATION OF CATEGORIES

For each Category for which an offer is offered, a Bidder must have provided Informatics Professional Services that closely match the services outlined for that Category in Annex "A" to Component III. The Informatics Professional Services must have been previously provided as required to an Outside Client within the last three years immediately prior to the closing date.

1. To demonstrate this requirement, the Bidder must provide a reference for each such Category, from a person who has never been employed by or acted as a consultant for the Bidder who can substantiate that the Informatics Professional Services were provided as required. **The Bidder must;**
  - a) submit reference details for the Category within the M.5 part of the Data Collection Component. That proposed Category will be subject to a reference check process; or
  - b) provide for this mandatory criterion the Grandfather Certification at Attachment E to Component 1 of this Solicitation. Note: this only applies if the Bidder currently holds a valid TBIPS SO and does not wish to modify its qualification against this criterion. Please note that it is the Bidder's responsibility to input information relating to their qualified Categories into the Data Collection Component; or
  - c) provide the information in M.5 1.a) above if the Bidder currently holds a valid TBIPS SO and wishes to modify its qualification against this criterion.
2. Where the bidder is a joint venture, each member must have previously provided at least one of the Categories proposed. Where the Bidder is a parent company, Canada will consider Categories previously provided and resources billed by a subsidiary.
3. Any reference provided against a Category for which a Grandfather Certification has been provided in 1. b) above will be evaluated, and the result of the evaluation will prevail over information provided in a previous bid solicitation.
4. To be awarded a Stream within an applicable Tier, the minimum number of Categories within the Stream as detailed in the table below must be capable of reference substantiation:

CATEGORIES		Minimum Number of Substantiated Positive References	
STREAM #1 Application Services		Tier 1	Tier 2
A.1 Application/Software Architect	A.10 Test Coordinator	6	9
A.2 ERP Functional Analyst	A.11 Tester		
A.3 ERP Programmer Analyst	A.12 WEB Architect		
A.4 ERP System Analyst	A.13 WEB Designer		
A.5 ERP Technical Analyst	A.14 WEB Developer		
A.6 Programmer/Software Developer	A.15 WEB Graphics Designer		
A.7 Programmer/Analyst	A.16 WEB Multimedia Content Consultant		
A.8 System Analyst	A.17 Webmaster		
A.9 System Auditor			

STREAM #2 Geomatic Services		Tier 1	Tier 2
G.1 Geomatics Analyst	G.7 GIS Programmer/Analyst	4	6
G.2 Geomatics Specialist	G.8 GIS Project Manager		
G.3 GIS Applications Analyst	G.9 GIS System Architect		
G.4 GIS Applications Architect	G.10 GIS Web Mapping Developer		
G.5 GIS Data Architect	G.11 Mapping Technician		
G.6 GIS Infrastructure Architect			
STREAM #3 IM/IT Services		Tier 1	Tier 2
I.1 Data Conversion Specialist	I.7 Platform Analyst	4	6
I.2 Database Administrator	I.8 Storage Architect		
I.3 Database Analyst/IM Administrator	I.9 System Administrator		
I.4 Database Modeller/IM Modeller	I.10 Technical Architect		
I.5 IM Architect	I.11 Technology Architect		
I.6 Network Analyst			
STREAM #4 Business Services		Tier 1	Tier 2
B.1 Business Analyst	B.8 Call Centre Consultant	5	7
B.2 Business Architect	B.9 *Courseware Developer		
B.3 Business Consultant	B.10 Help Desk Specialist		
B.4 Business Continuity/Disaster Recovery Specialist	B.11 *Instructor, IT		
B.5 Business Process Re-engineering (BPR) Consultant	B.12 Network Support Specialist		
B.6 Business System Analyst	B.13 Operations Support Specialist		
B.7 Business Transformation Architect	B.14 Technical Writer		
* B.9 Courseware Developer and B.11 Instructor, IT are to be used in TBIPS SO/SA requirements where the Category constitutes a minor portion of the work only. Requirements primarily focused on these two (2) Categories must be processed using the Learning Services Standing Offer E60ZH-070003			
STREAM #5 Project Management Services		Tier 1	Tier 2
P.1 Change Management Consultant	P.8 Project Leader	4	6
P.2 Enterprise Architect	P.9 Project Manager		
P.3 HR Consultant	P.10 Project Scheduler		
P.4 Organizational Development Consultant	P.11 Quality Assurance Specialist/Analyst		
P.5 Project Executive	P.12 Risk Management Specialist		
P.6 Project Administrator	P.13 Independent IT Project Review Team Leader		
P.7 Project Coordinator	P.14 Independent IT Project Reviewer		

STREAM #6 Cyber Protection Services		Tier 1	Tier 2
C.1 Strategic IT Security Planning and Protection Consultant	C.10 IT Security Installation Specialist	6	9
C.2 IT Security Methodology, Policy and Procedures	C.11 IT Security VA Specialist		
C.3 IT Security TRA and C&A Analyst	C.12 Incident Management Specialist		
C.4 IT Security Product Evaluation Specialist	C.13 Physical IT Security Specialist		
C.5 PKI Specialist	C.14 IT Security R&D Specialist		
C.6 IT Security Engineer	C.15 Computer Forensics Specialist		
C.7 IT Security Design Specialist	C.16 PIA Specialist		
C.8 Network Security Analyst	C.17 EMSEC Security Specialist		
C.9 IT Security Systems Operator			
STREAM #7 Telecommunications Services		Tier 1	Tier 2
T.1 Radio Frequency (RF) Systems Specialist	T.6 Telecommunication System Specialist	4	6
T.2 Satellite Communication Specialist	T.7 Antenna Structure Engineer		
T.3 Telecommunication Cable Plant Designer	T.8 Radio Frequency (RF) Engineer		
T.4 Telecommunication Technician	T.9 Lineman Technician		
T.5 Private Branch Exchange (PBX) Technologist			

5. For each Category, substantiating information will be obtained based on an e-mail containing the following information, sent to the reference indicated in the bid:
- "Public Works and Government Services Canada (PWGSC) has received a bid from (*Insert Bidder's legal name*) to provide informatics professional services to the federal government. As part of PWGSC's evaluation process, your name and contact information were provided by the Bidder as the project reference that could substantiate that the Bidder has provided informatics professional services that:
- (a) closely match the TBIPS Categories listed in the table below. (For a description of the TBIPS Categories, please see the following link (<http://www.tpsgc.gc.ca/app-acq/sptb-tbps/categories-eng.html>) and
  - (b) these services were provided within the last three years from (*Insert closing date*).
- Please indicate which option applies for each individual Category listed in the above table:
- "U"** I am unwilling or unable to provide any information about the listed services. NOTE: If you are or have been employed by or acted as a consultant for the Bidder, this option "U" is the most appropriate response.
- "Yes"** the Bidder has provided my organization with the service(s) described above within the last three years from \_\_ (*closing date*).

**"No"** the Bidder has not provided my organization with the service(s) described within the last three years from \_\_ (closing date).

Should you have any questions regarding this reference check process, please do not hesitate to contact the undersigned."

6. The response received from a reference will be used to determine the inclusion in the offer of each Category as follows:
- (i) The reference indicates a "Yes" relating to the Category requested: This substantiates the Category and the Bidder's offer will include that Category if all other requirements are met.
  - (ii) The reference indicates a "No" or "U" relating to a Category requested: This does not substantiate the reference and that particular Category will not be included in the Bidder's offer.
  - (iii) In the event that no response is received from the reference by the due date stated in the original email: A second email will be sent to the reference requesting that they respond to the questions stated. If no response is received to the second request by the date indicated in the email, the evaluation team will follow-up with a telephone call to the reference. If a response is not received by the time and date established by the evaluation team, that particular Category will not be included in the Bidder's offer.
  - (iv) Indication is received via return email that the original email sent to the reference was improper because the email address is no longer valid, or the reference is absent for a period of time. The evaluation team will contact the Bidder to ask for the contact particulars for a replacement reference within the same organization. The reference request will then be sent out to the replacement reference in accordance with article 5 above.
7. Separate from the Categories awarded to a bidder as a result of the process outlined for M5 above, a bidder may also propose to offer unsubstantiated Categories for which it provides no reference information in its bid. Those Categories will be accepted for inclusion into the Bidder's offer in accordance with the following process:
- (i) the minimum number of substantiated Categories specified in M.5 1(a) or 1(c) above are met;
  - (ii) the unsubstantiated Categories will not be counted towards the minimum number of Categories required to qualify for a Stream;
  - (iii) the unsubstantiated Categories submitted through this bid process can only be awarded against Categories substantiated through this bid process; and
  - (iv) in any given Stream, the number of unsubstantiated Categories accepted will be no more than 50% of the number of Categories positively substantiated through this bid process.

In their bid, a bidder must prioritize their requested unsubstantiated Categories. Should the number of Categories substantiated through reference checks made during this solicitation's evaluation process not be sufficient to allow for all unsubstantiated Categories to be awarded, only the unsubstantiated Categories with the highest priority rating will be awarded.

**Example 1:**

The Bidder wishes to be considered for both SO/SA Tier 1 and Tier 2 for Stream #2 Geomatic Services, and provides six references and three unsubstantiated Categories. The result of the reference check process produces only five substantiated references. As a

result, the Bidder will not be considered for Tier 2 in that particular Stream. If the Bidder also bid on the SO/SA Tier 1, then it will be considered for that level for the five substantiated Categories. In addition, because the 50% ratio will result in only two unsubstantiated Categories (50% of the five substantiated = two unsubstantiated Categories only), the unsubstantiated Category with the lowest priority as submitted by the Bidder will not be considered for award.

Example 1 Table

Stream #2 (G) Geomatic Services		Existing Qualification	Requesting This Refresh	Unsub Priority	Eval Status	Overall Compliancy
Sufficient Categories for	SO and/or SA Tier1					
G.1 Geomatics Analyst			Requesting Sub		Compliant	Compliant
G.2 Geomatics Specialist			Requesting Sub		Compliant	Compliant
G.3 GIS Applications Analyst			Requesting Sub		Compliant	Compliant
G.4 GIS Applications Architect						
G.5 GIS Data Architect			Requesting Unsubstantiated	3	Low Ratio	Low Ratio
G.6 GIS Infrastructure Architect			Requesting Sub		Non-Compliant	Non-Compliant
G.7 GIS Programmer/Analyst			Requesting Sub		Compliant	Compliant
G.8 GIS Project Manager						
G.9 GIS System Architect			Requesting Sub		Compliant	Compliant
G.10 GIS Web Mapping Developer			Requesting Unsubstantiated	2	Unsub Award	Unsubstantiated
G.11 Mapping Technician			Requesting Unsubstantiated	1	Unsub Award	Unsubstantiated

### Example 2:

#### Stream #5 Project Management Services:

As a result of the last TBIPS Re-compete solicitation, a Bidder was awarded and has remained a Holder in good standing of 4 substantiated Categories (P.1, P.2, P.3, P.4) and two unsubstantiated Categories (P.5, P.6). In response to this solicitation, the Bidder has provided references for four new Categories (P.7, P.8, P.9, P.10) and has requested two additional unsubstantiated Categories (P.11 ranked #1, and P.12 ranked #2). During the M.5 evaluation process of this solicitation, positive references are received for the categories P.7, P.8, and P.9 but the Category P.10 does not receive a positive reference. As a result of the evaluation, the Categories that the Bidder is now considered technically qualified for are as follows:

- P.1, P.2, P.3, P.4 Technically qualified as "substantiated" from the last TBIPS Solicitation.
- P.5, P.6 Technically qualified as "unsubstantiated" from the last TBIPS Solicitation.
- P.7, P.8, P.9 Technically qualified as newly "substantiated" categories as a result of the M5 evaluation of this solicitation.
- P.11 Technically qualified as an "unsubstantiated" category (ranked #1) as a result of the M5 evaluation of this solicitation.
- \*P10 is not considered technically qualified because it did not receive a positive reference during this evaluation.
- \*P.12 is not considered technically qualified because there were not enough newly substantiated categories (i.e.: 50% of three substantiated categories = one unsubstantiated category)

Example 2 Table

Stream #5 (P) Project Management Services		Existing Qualification	Requesting This Refresh	Unsub Priority	Eval Status	Overall Compliance
Sufficient Categories for	SA Tier2					
P.1 Change Management Consultant		Existing Sub				Compliant
P.2 Enterprise Architect		Existing Sub				Compliant
P.3 HR Consultant		Existing Sub				Compliant
P.4 Organizational Development Consultant		Existing Sub				Compliant
P.5 Project Executive		Existing Unsubstantiated				Unsubstantiated
P.6 Project Administrator		Existing Unsubstantiated				Unsubstantiated
P.7 Project Coordinator			Requesting Substantiated		Compliant	Compliant
P.8 Project Leader			Requesting Substantiated		Compliant	Compliant
P.9 Project Manager			Requesting Substantiated		Compliant	Compliant
P.10 Project Scheduler			Requesting Substantiated		Non-Compliant	Non-Compliant
P.11 Quality Assurance Specialist/Analyst			Requesting Unsubstantiated	1	Unsubstantiated Award	Unsubstantiated
P.12 Risk management Specialist			Requesting Unsubstantiated	2	Low Ratio	Low Ratio
P.13 Independent IT Project Review Team Leader						
P.14 Independent IT Project Reviewer						

## M.6 SECURITY CLEARANCE OF THE BIDDER:

At the time of standing offer issuance the Bidder must hold at least a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

1. To demonstrate this requirement, the Bidder must provide in the Data Collection Component of CPSS:
  - a)
    - (i) the CISD file number(s); or
    - (ii) information regarding its application(s) for security clearance, or
  - b) for this mandatory the Grandfather Certification in Attachment E to Component 1 of this Solicitation if the Bidder currently holds a valid TBIPS SO and does not wish to modify its qualification against this criterion; or
  - c) the information in M.6, 1.a) if the Bidder currently holds a valid TBIPS SO and wishes to modify its qualification against this criterion.
2. If the Bidder is a joint venture, all joint venture members must hold at least a valid DOS issued by CISD, PWGSC.

## **ATTACHMENT C TO COMPONENT I SUPPLY ARRANGEMENT TECHNICAL EVALUATION**

All Bidders must meet the mandatory requirements set out in this Attachment C by either:

- (a) demonstrating through the submission of proof in their bid that they meet the mandatory requirement, or
- (b) where permitted, providing the Grandfather Certification in Attachment E to Component 1 of this Solicitation signed by either its Chief Financial Officer, Chief Executive Officer or the Bidder's duly authorized representative. While a bid may incorporate by reference information already on file, all the requirements of this bid solicitation must be met by each Bidder by the closing date unless otherwise specified.

By submitting an arrangement, Bidders are indicating that they consider themselves to be fully compliant in accordance with the mandatory requirements of this Attachment C, and will agree to the supply arrangement terms and conditions identified in Component II if a supply arrangement is issued to them.

The following definitions apply to the evaluation of bids:

An "Outside Client" is a legal entity that is not a parent, subsidiary or affiliate of a Bidder or of a member of a joint venture Bidder.

"Informatics Professional Services" are professional services provided by the Bidder in support of an information technology or information management project or contract.

Mandatory Requirements are as follows:

- M.1 Financial Certification
- M.2 Minimum Years in Business
- M.3 Insurance Requirements
- M.4 Total Cumulative Value Billed (TCVB)
- M.5 Identification of Categories
- M.6 Security Clearance of the Bidder

### **M.1 FINANCIAL CERTIFICATION:**

The Bidder must have earned a gross business volume in sales in the amount of at least \$250,000 CDN in the last fiscal year ending not more than twelve months immediately prior to the closing date.

1. To demonstrate this requirement, the Bidder must provide a signed copy of the M.1 Financial Certification from either its Chief Financial Officer, Chief Executive Officer or the Bidder's duly authorized representative. **The Bidder must:**
  - a) print (from the Data Collection Component of the CPSS), sign, and submit the M.1 Financial Certification with the hard copy of its bid to the Bid Receiving Unit by the closing date; or
  - b) provide for this mandatory the Grandfather Certification in Attachment E to Component 1 of this bid solicitation if the Bidder currently holds a valid TBIPS SA and does not wish to modify its qualification against this criterion; or
  - c) provide the information in M.1, 1.a) above if the Bidder currently holds a valid TBIPS SA and wishes to modify its qualification against this criterion.
2. The Bidder acknowledges that PWGSC reserves the right to verify that this Financial Certification was true as of the closing date by requesting additional financial information from

the Bidder or by other means, at any time prior to supply arrangement award or during its performance, and that untrue statements will result in the arrangement being considered non-responsive or any other action which the Minister may consider appropriate, including the suspension, withdrawal or set-aside of the Bidder's arrangement once a supply arrangement has been awarded.

3. If the Bidder is a joint venture, the Financial Certification must be provided by at least one member of the joint venture.

## M.2 MINIMUM YEARS IN BUSINESS:

The Bidder must have carried on business as the same legal entity for a minimum of three years as of the closing date.

1. To demonstrate this requirement, the Bidder must provide documented proof of its status (such as a certificate of incorporation, business registration or tax returns confirming the number of years it has been in business). **The Bidder must:**
  - a) submit the documented proof with the hard copy of its bid to the Bid Receiving Unit by the closing date ; or
  - b) provide for this mandatory the Grandfather Certification in Attachment E to Component 1 of this bid solicitation if the Bidder currently holds a valid TBIPS SA and does not wish to modify its qualification against this criterion; or
  - c) provide the information in M.2, 1.a) above if the Bidder currently holds a valid TBIPS SA and wishes to modify its qualification against this criterion.
2. If the Bidder is a joint venture, each member of the joint venture must meet the requirement.
3. If the Bidder has been incorporated or otherwise created less than three years before the closing date as the result of a corporate change under which it has in law assumed all of the assets, undertaking, operational capability, skills and resources of other legal entities, Canada will consider the three year minimum requirement to be met if the Bidder demonstrates to Canada's satisfaction that:
  - a) the Bidder has been incorporated or otherwise created as the result of a corporate change under which it has in law assumed all of the assets, undertaking, operational capability, skills and resources of other legal entities;
  - b) each of the other legal entities carried on business, uninterrupted and in the normal course, for at least three years;
  - c) the Bidder has carried on the business of all of the other legal entities in the normal course, uninterrupted from and after the date of the corporate change;
  - d) the corporate change was solely for tax or other purposes unrelated to the business of the other legal entities and does not affect the ability of the Bidder to carry on the business that had been carried on by the other legal entities; and
  - e) the Bidder, as at the closing date, maintains the same assets, undertaking, operational capability, skills and resources as the other legal entities had maintained before the corporate change.

In these circumstances, Canada may require from the Bidder a legal opinion from an independent law firm stating that the Bidder meets all of the above requirements. Canada reserves the right to require other details and material to verify that the above requirements are met. If Canada is not satisfied that the above requirements have been met, the Bidder's arrangement will be considered non-responsive. Canada reserves the right to request proof of any information provided by the Bidder. If the information cannot be validated, the Bidder's arrangement will be considered non-responsive.

### M.3 INSURANCE REQUIREMENTS:

#### SA Tier 1

There is no mandatory insurance requirement to be satisfied in order to be awarded an SA Tier 1.

The Bidder certifies that if awarded a TBIPS SA Tier 1, the Bidder will meet the mandatory insurance requirement as set out in individual RFP's issued against the TBIPS SA Tier 1.

#### SA Tier 2

To qualify for an SA Tier 2, the Bidder must hold a minimum \$2M Commercial General Liability insurance coverage as of the closing date.

1. To demonstrate the SA Tier 2 insurance requirement, **the Bidder must:**
  - a) submit a certificate of insurance effective as of the closing date with the hard copy of its bid to the Bid Receiving Unit by the closing date; or
  - b) provide for this mandatory the Grandfather Certification in Attachment E to Component 1 of this bid solicitation if the Bidder currently holds a valid TBIPS SA and does not wish to modify its qualification against this criterion; or
  - c) provide the information in M.3, 1.a) above if the Bidder currently holds a valid TBIPS SA and wishes to modify its qualification against this criterion.
2. If the Bidder is a joint venture, it may satisfy these insurance requirements with either (i) a single policy that satisfies the requirements of this solicitation in the name of the joint venture as the insured party, providing coverage to all members of the joint venture each of which must also be included as an additional named insured, or (ii) separate policies that each satisfy the requirements of this solicitation in the name of each member of the joint venture as the insured party.

### M.4 TOTAL CUMULATIVE VALUE BILLED

Within the last three years immediately prior to the closing date, the Bidder must have provided Informatics Professional Services to Outside Clients above the following minimum billing thresholds:

- a) **To Qualify For SA Tier 1:** The Bidder must have invoiced for Informatics Professional Services a total cumulative value billed (TCVB) of a minimum of \$1.5 million; and
  - b) **To Qualify For SA Tier 2:** The Bidder must have invoiced for Informatics Professional Services a total cumulative value billed (TCVB) of a minimum of \$12 million.
1. To demonstrate this requirement, **the Bidder must:**
    - a) submit this information with the hard copy of its bid to the Bid Receiving Unit by the closing date, by providing billing details such as: Contract/Project Title, Contract/Project Number, Start Date, End Date, Amount Billed (for Informatics Professional Services only), and Description of the Services Performed, or any information relevant to invoicing that is/was used to refer to such project(s) by the client(s) or by the Bidder's accounts payable. (Please note that this information cannot be entered into the Data Collection Component of CPSS and must be submitted in hard copy only. Canada requests that the information be provided in a word processing document or table as suggested below); or

Contract/ Project Title	Contract/ Project Number	Start Date	End Date	Amount Billed (IPS only)	Description of the Services Provided	The Bidder warrants that the total amount to the subsidiary does not exceed 50% of the TCVB. Indicate "Confirmed"

- b) provide for this mandatory the Grandfather Certification in Attachment E to Component 1 of this bid solicitation if the Bidder currently holds a valid TBIPS SA and does not wish to modify its qualification against this criterion; or
  - c) provide the information in M.4, 1.a) above if the Bidder currently holds a valid TBIPS SA and wishes to modify its qualification against this criterion.
2. If the Bidder is a joint venture, invoices demonstrating experience provided previously by any joint venture member will be counted towards the TCVB.
3. If the Bidder is a parent company, invoices demonstrating experience provided previously by any wholly owned subsidiary will be counted towards the TCVB, so long as such invoice total amount makes up no more than 50% of the total TCVB.

## M.5 IDENTIFICATION OF CATEGORIES

For each Category for which an arrangement is offered, a Bidder must have provided Informatics Professional Services that closely match the services outlined for that Category in Annex "A" to Component II. The Informatics Professional Services must have been previously provided as required to an Outside Client within the last three years immediately prior to the closing date.

1. To demonstrate this requirement, the Bidder must provide for each such Category a reference from a person who has never been employed by or acted as a consultant for the Bidder who can substantiate that the Informatics Professional Services were provided as required. **The Bidder must:**
  - a) submit reference details for the Category within the M.5 part of the Data Collection Component. That proposed Category will be subject to a reference check process; or
  - b) provide for this mandatory criterion the Grandfather Certification at Attachment E to Component 1 of this bid solicitation. Note: this only applies if the Bidder currently holds a valid TBIPS SA, and does not wish to modify its qualification against this criterion. Please note that it is the Bidder's responsibility to input information relating to their qualified Categories into the Data Collection Component; or
  - c) provide the information in M.5, 1.a) above if the Bidder currently holds a valid TBIPS SA and wishes to modify its qualification against this criterion.
2. Where the bidder is a joint venture, each member must have previously provided at least one of the Categories proposed. Where the Bidder is a parent company, Canada will consider Categories previously provided and resources billed by a subsidiary.
3. Any reference provided against a Category for which a Grandfather Certification has been provided in 1.(b) above will be evaluated, and the result of the evaluation will prevail over information provided in a previous bid solicitation.
4. To be awarded a Stream within an applicable Tier, the minimum number of Categories within the Stream as detailed in the table below must be capable of reference substantiation:

CATEGORIES		Minimum Number of Substantiated Positive References	
STREAM #1 Application Services		Tier 1	Tier 2
A.1 Application/Software Architect	A.10 Test Coordinator	6	9
A.2 ERP Functional Analyst	A.11 Tester		
A.3 ERP Programmer Analyst	A.12 WEB Architect		
A.4 ERP System Analyst	A.13 WEB Designer		
A.5 ERP Technical Analyst	A.14 WEB Developer		
A.6 Programmer/Software Developer	A.15 WEB Graphics Designer		
A.7 Programmer/Analyst	A.16 WEB Multimedia Content Consultant		
A.8 System Analyst	A.17 Webmaster		
A.9 System Auditor			
STREAM #2 Geomatic Services		Tier 1	Tier 2
G.1 Geomatics Analyst	G.7 GIS Programmer/Analyst	4	6
G.2 Geomatics Specialist	G.8 GIS Project Manager		
G.3 GIS Applications Analyst	G.9 GIS System Architect		
G.4 GIS Applications Architect	G.10 GIS Web Mapping Developer		
G.5 GIS Data Architect	G.11 Mapping Technician		
G.6 GIS Infrastructure Architect			
STREAM #3 IM/IT Services		Tier 1	Tier 2
I.1 Data Conversion Specialist	I.7 Platform Analyst	4	6
I.2 Database Administrator	I.8 Storage Architect		
I.3 Database Analyst/IM Administrator	I.9 System Administrator		
I.4 Database Modeller/IM Modeller	I.10 Technical Architect		
I.5 IM Architect	I.11 Technology Architect		
I.6 Network Analyst			
STREAM #4 Business Services		Tier 1	Tier 2
B.1 Business Analyst	B.8 Call Centre Consultant	5	7
B.2 Business Architect	B.9 *Courseware Developer		
B.3 Business Consultant	B.10 Help Desk Specialist		
B.4 Business Continuity/Disaster Recovery Specialist	B.11 *Instructor, IT		
B.5 Business Process Re-engineering (BPR) Consultant	B.12 Network Support Specialist		
B.6 Business System Analyst	B.13 Operations Support Specialist		
B.7 Business Transformation Architect	B.14 Technical Writer		
* B.9 Courseware Developer and B.11 Instructor, IT are to be used in TBIPS SO/SA requirements where the Category constitutes a minor portion of the work only. Requirements primarily focused on these two (2) Categories must be processed using the Learning Services Standing Offer E60ZH-070003			

STREAM #5 Project Management Services		Tier 1	Tier 2
P.1 Change Management Consultant	P.8 Project Leader	4	6
P.2 Enterprise Architect	P.9 Project Manager		
P.3 HR Consultant	P.10 Project Scheduler		
P.4 Organizational Development Consultant	P.11 Quality Assurance Specialist/Analyst		
P.5 Project Executive	P.12 Risk Management Specialist		
P.6 Project Administrator	P.13 Independent IT Project Review Team Leader		
P.7 Project Coordinator	P.14 Independent IT Project Reviewer		
STREAM #6 Cyber Protection Services		Tier 1	Tier 2
C.1 Strategic IT Security Planning and Protection Consultant	C.10 IT Security Installation Specialist	6	9
C.2 IT Security Methodology, Policy and Procedures	C.11 IT Security VA Specialist		
C.3 IT Security TRA and C&A Analyst	C.12 Incident Management Specialist		
C.4 IT Security Product Evaluation Specialist	C.13 Physical IT Security Specialist		
C.5 PKI Specialist	C.14 IT Security R&D Specialist		
C.6 IT Security Engineer	C.15 Computer Forensics Specialist		
C.7 IT Security Design Specialist	C.16 PIA Specialist		
C.8 Network Security Analyst	C.17 EMSEC Security Specialist		
C.9 IT Security Systems Operator			
STREAM #7 Telecommunications Services		Tier 1	Tier 2
T.1 Radio Frequency (RF) Systems Specialist	T.6 Telecommunication System Specialist	4	6
T.2 Satellite Communication Specialist	T.7 Antenna Structure Engineer		
T.3 Telecommunication Cable Plant Designer	T.8 Radio Frequency (RF) Engineer		
T.4 Telecommunication Technician	T.9 Lineman Technician		
T.5 Private Branch Exchange (PBX) Technologist			

5. For each Category, substantiating information will be obtained based on an e-mail containing the following information, sent to the reference indicated in the bid:
- “Public Works and Government Services Canada (PWGSC) has received a bid from (*Insert Bidder's legal name*) to provide informatics professional services to the federal government. As part of PWGSC's evaluation process, your name and contact information were provided by the Bidder as the project reference that could substantiate that the Bidder has provided informatics professional services that:
- a) closely match the TBIPS Categories listed in the table below. (For a description of the TBIPS Categories, please see the following link (<http://www.tpsgc.gc.ca/app-acq/sptb-tbps/categories-eng.html>) and
  - b) these services were provided within the last three years from (*Insert closing date*).

Please indicate which option applies for each individual Category listed in the above table:

**"U"** I am unwilling or unable to provide any information about the listed services.

NOTE: If you are or have been employed by or acted as a consultant for the Bidder, this option "U" is the most appropriate response.

**"Yes"** the Bidder has provided my organization with the service(s) described above within the last three years from \_\_\_\_ (*closing date*).

**"No"** the Bidder has not provided my organization with the service(s) described within the last three years from \_\_ (*closing date*).

Should you have any questions regarding this reference check process, please do not hesitate to contact the undersigned.”

6. The response received from a reference will be used to determine the inclusion in the arrangement of each Category as follows:
- (i) The reference indicates a "Yes" relating to the Category requested: This substantiates the Category and the Bidder's arrangement will include that Category if all other requirements are met.
  - (ii) The reference indicates a "No" or "U" relating to a Category requested: This does not substantiate the reference and that particular Category will not be included in the Bidder's arrangement.
  - (iii) In the event that no response is received from the reference by the due date stated in the original email: A second email will be sent to the reference requesting that they respond to the questions stated. If no response is received to the second request by the date indicated in the email, the evaluation team will follow-up with a telephone call to the reference. If a response is not received by the time and date established by the evaluation team, that particular Category will not be included in the Bidder's arrangement.
  - (iv) Indication is received via return email that the original email sent to the reference was improper because the email address is no longer valid, or the reference is absent for a period of time. The evaluation team will contact the Bidder to ask for the contact particulars for a replacement reference within the same organization. The reference request will then be sent out to the replacement reference in accordance with article (5) above.
7. Separate from the Categories awarded to a bidder as a result of the process outlined for M5 above, a bidder may also propose to offer unsubstantiated Categories for which it provides

no reference information in its bid. Those Categories will be accepted for inclusion into the Bidder's arrangement in accordance with the following process:

- (i) the minimum number of substantiated Categories specified in M.5 1(a) or 1(c) above must be met;
- (ii) the unsubstantiated Categories will not be counted towards the minimum number of Categories required to qualify for a Stream;
- (iii) the unsubstantiated Categories submitted through this bid process can only be awarded against Categories substantiated through this bid process; and
- (iv) in any given Stream, the number of unsubstantiated Categories accepted will be no more than 50% of the number of Categories substantiated through this bid process.

In their bid, a bidder must prioritize their requested unsubstantiated Categories in the DCC. Should the number of Categories substantiated through reference checks made during this solicitation's evaluation process not be sufficient to allow for all unsubstantiated Categories to be awarded, only the unsubstantiated Categories with the highest priority rating will be awarded.

Example 1:

The Bidder wishes to be considered for both Tier 1 and Tier 2 for Stream #2 Geomatic Services, and provides six references and three unsubstantiated Categories. The result of the reference check process produces only five substantiated references. As a result, the Bidder will not be considered for Tier 2 in that particular Stream. If the Bidder also bid on the SA Tier 1, then it will be considered for that level for the five substantiated Categories. In addition, because the 50% ratio will result in only two unsubstantiated Categories (50% of the five substantiated = two unsubstantiated Categories only), the unsubstantiated Category with the lowest priority as submitted by the Bidder will not be considered for award.

Example 1 Table

Stream #2 (G) Geomatic Services						
Sufficient Categories for	SO and/or SA Tier1	Existing Qualification	Requesting This Refresh	Unsub Priority	Eval Status	Overall Compliancy
G.1 Geomatics Analyst			Requesting Sub		Compliant	Compliant
G.2 Geomatics Specialist			Requesting Sub		Compliant	Compliant
G.3 GIS Applications Analyst			Requesting Sub		Compliant	Compliant
G.4 GIS Applications Architect						
G.5 GIS Data Architect			Requesting Unsubstantiated	3	Low Ratio	Low Ratio
G.6 GIS Infrastructure Architect			Requesting Sub		Non-Compliant	Non-Compliant
G.7 GIS Programmer/Analyst			Requesting Sub		Compliant	Compliant
G.8 GIS Project Manager						
G.9 GIS System Architect			Requesting Sub		Compliant	Compliant
G.10 GIS Web Mapping Developer			Requesting Unsubstantiated	2	Unsub Award	Unsubstantiated
G.11 Mapping Technician			Requesting Unsubstantiated	1	Unsub Award	Unsubstantiated

Example 2:

Stream #5 Project Management Services:

As a result of the last TBIPS Re-compete solicitation, a Bidder was awarded and has remained a Holder in good standing of 4 substantiated Categories (P.1, P.2, P.3, P.4) and two unsubstantiated Categories (P.5, P.6). In response to this solicitation, the Bidder has provided references for four new Categories (P.7, P.8, P.9, P.10) and has requested two additional unsubstantiated Categories (P.11 ranked #1, and P.12 ranked #2). During the M.5 evaluation process of this solicitation, positive references are received for the categories P.7, P.8, and P.9 but the Category P.10 does not receive a positive reference. As a result of the evaluation, the Categories that the Bidder is now considered technically qualified for are as follows:

- P.1, P.2, P.3, P.4 Technically qualified as "substantiated" from the last TBIPS Solicitation.
- P.5, P.6 Technically qualified as "unsubstantiated" from the last TBIPS Solicitation.
- P.7, P.8, P.9 Technically qualified as newly "substantiated" categories as a result of the M5 evaluation of this solicitation.
- P.11 Technically qualified as an "unsubstantiated" category (ranked #1) as a result of the M5 evaluation of this solicitation.
- \*P10 is not considered technically qualified because it did not receive a positive reference during this evaluation.
- \*P.12 is not considered technically qualified because there were not enough newly substantiated categories (i.e.: 50% of three substantiated categories = one unsubstantiated category)

Example 2 Table

Stream #5 (P) Project Management Services						
Sufficient Categories for	SA Tier2	Existing Qualification	Requesting This Refresh	Unsub Priority	Eval Status	Overall Compliancy
P.1 Change Management Consultant		Existing Sub				Compliant
P.2 Enterprise Architect		Existing Sub				Compliant
P.3 HR Consultant		Existing Sub				Compliant
P.4 Organizational Development Consultant		Existing Sub				Compliant
P.5 Project Executive		Existing Unsubstantiated				Unsubstantiated
P.6 Project Administrator		Existing Unsubstantiated				Unsubstantiated
P.7 Project Coordinator			Requesting Substantiated		Compliant	Compliant
P.8 Project Leader			Requesting Substantiated		Compliant	Compliant
P.9 Project Manager			Requesting Substantiated		Compliant	Compliant
P.10 Project Scheduler			Requesting Substantiated		Non-Compliant	Non-Compliant
P.11 Quality Assurance Specialist/Analyst			Requesting Unsubstantiated	1	Unsubstantiated Award	Unsubstantiated
P.12 Risk management Specialist			Requesting Unsubstantiated	2	Low Ratio	Low Ratio
P.13 Independent IT Project Review Team Leader						
P.14 Independent IT Project Reviewer						

## **M.6 SECURITY CLEARANCE OF THE BIDDER:**

At the time of supply arrangement issuance the Bidder must hold at least a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

1. To demonstrate this requirement, the Bidder must provide in the Data Collection Component of CPSS:
  - a) (i) the CISD file number(s); or  
(ii) information regarding its application(s) for security clearance, or
  - b) for this mandatory the Grandfather Certification in Attachment E to Component 1 of this bid solicitation if the Bidder currently holds a valid TBIPS SA , and does not wish to modify its qualification against this criterion; or
  - c) the information in M.6, 1.a) if the Bidder currently holds a valid TBIPS SA and wishes to modify its qualification against this criterion.
2. If the Bidder is a joint venture, all joint venture members must hold at least a valid DOS issued by CISD, PWGSC.

## **ATTACHMENT D TO COMPONENT I**

### **STANDING OFFER FINANCIAL EVALUATION**

If their bid contains an offer, bidders must submit a financial offer in response to this solicitation through the Data Collection Component of the CPSS. The financial offer will be evaluated in accordance with the financial evaluation methodology stated in this Attachment D. By submitting an offer, bidders are indicating that they consider themselves to be fully compliant to every requirement of this Attachment D and will agree to the standing offer terms and conditions identified in Component III if a standing offer is issued to them.

#### **FO.1 PROVISION OF FIRM PER DIEM (DAILY) RATES**

A Bidder's offer must contain per diem (daily) rates for:

- (i) all Categories it proposes to provide under mandatory requirement *M.5 Identification of Categories* in Attachment B to Component 1; and
- (ii) any or all corresponding Levels of Expertise within each proposed Category for which it wishes to be considered; and
- (iii) one or more Region(s) or Metropolitan area(s) for which it wishes to be considered.

Only those Categories, Levels of Expertise, Regions, and Metropolitan areas for which per diem rates are proposed will be evaluated. Bidders are not required to propose per diem rates for all Categories, nor are they required to propose per diem rates for all Levels of Expertise, Regions, or Metropolitan areas under a specific Category.

The per diem rates are to be firm, all-inclusive rates, GST or HST extra, as applicable. For Canadian-based bidders, per diem rates must include Canadian customs duties and excise taxes as applicable. For foreign-based bidders, per diem rates must exclude Canadian customs duties and excise taxes, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.

#### **FO.2 FINANCIAL EVALUATION (based on the Median rates)**

PWGSC will conduct a financial evaluation against all technically responsive bids by comparing the relative cost of the per diem rates in each Region and Metropolitan area for each Category and Level of Expertise.

Any offer proposing a per diem rate that falls between the "Median" minus 30% and the "Median" plus 30% for a specific Category and Level of Expertise within a Region and Metropolitan Area will be considered financially responsive and recommended for the issuance of a standing offer.

The "Median" will be calculated based on the per diem rates submitted by all bidders for that Category, Level, Region, and Metropolitan area. A "Median" is the middle offer in a set of offers whereby half the offers are greater and half are lower. For example in the following set of numbers: 100, 150, 200, 400, 900, the median would be 200. In the following set of numbers: 100, 150, 200, 300, 400, 900, the median would be 250.

Any offer proposing a per diem rate outside of that range will be considered financially non-responsive for that particular Category and Level of Expertise. This Category and Level may be recommended for issuance within a standing offer as a Category with an "Inactive" status if this Category and Level is technically compliant.

An "Inactive" Category will not be used by Canada to issue Call-ups for any requirements raised under the standing offers issued as a result of this bid solicitation. The purpose of issuing a Category with an "Inactive" status within a standing offer is to:

- enable the Bidder to reference such status in responding to re-competitions of this requirement, and

- enable the Bidder to demonstrate that, although the financial threshold was not met by the Bidder for that Category, technical compliance was achieved in its response to this solicitation.

For bidders proposing per diem rates that result in both Active and Inactive Categories, their offers will be considered responsive, and they will be recommended for the issuance of a standing offer. Each individual standing offer issued will specify the Categories in which the Bidder has obtained either Active or Inactive status.

If the Bidder proposes per diem rates that result in only Inactive Categories, within a Stream, a standing offer will not be recommended for issuance against such Stream.

If the Bidder proposes per diem rates that result in only Inactive Categories, no standing offer will be recommended for issuance.

## ATTACHMENT E TO COMPONENT I

### CERTIFICATIONS

The relevant information for each Certification is located in Component I, Part 5 and in the CPSS Data Collection Component - Certifications.

An existing Supply Arrangement (SA) Holder is a supplier that currently has a valid TBIPS Supply Arrangement that was awarded as a result of Solicitation EN578-055605/E, and/or EN578-055605/F Period 1, and/or, Period 2, and/or Period 3, and/or Period 4.

An existing Standing Offer (SO) Holder is a supplier that currently has a valid TBIPS Standing Offer that was awarded as a result of Solicitation EN578-055605/E.

#### 1. GRANDFATHER CERTIFICATION (Current TBIPS Holders Only):

Existing SA and/or SO Holders who wish to rely on information already on file with the Offer/Arrangement Authority to demonstrate compliance in their bid with a mandatory criteria of this bid solicitation, must sign and submit in hard copy the following Grandfather Certification. The Grandfather Certification should be submitted to the Bid Receiving Unit by the date of bid submission.

The Bidder certifies that, in respect of each of the following mandatory requirement(s), for its (initial one or both)

Standing Offer \_\_\_\_\_ (initial)

Supply Arrangement \_\_\_\_\_ (initial)

- (i) it meets the mandatory requirement as of the date of bid submission. and;
- (ii) there exists information on file with the Offer/Arrangement Authority demonstrating that the Bidder currently holds a valid TBIPS SA and/or SO and;
- (iii) all such information remains true, accurate and unchanged, and may be used for the purposes of this solicitation; and
- (iv) since the date the mandatory or certification was first met (as evidenced by the date of issuance of the SA and/or SO), the Bidder has continuously met at the date of bid submission all the qualification requirements related to the supply arrangement and/or standing offer necessary to remain an Offeror of the Services, and no arrangement or offer has been canceled by PW GSC or withdrawn by the Bidder

M.1 Financial Certification:	_____ (initial)
M.2 Minimum Number of Years in Business:	_____ (initial)
M.3 Insurance Requirements:	_____ (initial)
M.4 Total Cumulative Value Billed:	_____ (initial)
M.5 Identification of Categories listed by the Bidder as "currently substantiated" in the DCC	_____ (initial)
M.6 Security Clearance of the Bidder:	_____ (initial)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Legal Name of Bidder : \_\_\_\_\_  
(Current Holders: Print, sign, and submit this Certification with the hard copy of your bid)

## 2. BIDDERS STATEMENT (All Bidders)

ALL bidders must sign and submit the following "Bidder's Statement" in hard copy. The "Bidder's Statement" should be submitted to the Bid Receiving Unit by the date and, time of the date of bid submission:

We certify that all statements made with regard to these requirements are accurate and factual, and we are aware that the Department of Public Works and Government Services Canada reserves the right to verify any information provided in this regard. Untrue statements may result in the Offeror's proposal being declared non-compliant in its entirety, current TBIPS SO/SA Holders becoming ineligible to receive further solicitations, and any other action which Canada may consider appropriate.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Legal Name of Bidder : \_\_\_\_\_

(ALL BIDDERS: Print, sign, and submit this certification with the hard copy of your bid)

**ATTACHMENT F TO COMPONENT I**  
**TECHNICAL RESPONSE TEMPLATE / CPSS SUPPLIER MODULE - DCC**

The “Data Collection Component” DCC of CPSS serves to replace the Technical Response Template.

The Data Collection Component of CPSS can be accessed through the CPSS website:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>

**ATTACHMENT G To COMPONENT I**  
**FINANCIAL RESPONSE TEMPLATE / CPSS SUPPLIER MODULE - DCC**

The “Data Collection Component” DCC of CPSS serves to replace the Financial Response Template. To access the Data Collection Component of CPSS, follow the link:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>

**ATTACHMENT H TO COMPONENT I**  
**STANDARD INSTRUCTIONS – REQUEST FOR STANDING OFFERS AND SUPPLY ARRANGEMENTS – COMPETITIVE REQUIREMENTS**

General Information

- 01 Integrity Provisions
- 02 Procurement Business Number
- 03 Standard Instructions, Clauses and Conditions
- 04 Definition of Bidder
- 05 Submission of Bids
- 06 Late Bids
- 07 Delayed Bids
- 08 *[Not Applicable]*
- 09 Customs Clearance
- 10 Legal Capacity
- 11 Rights of Canada
- 12 Rejection of Bid
- 13 Communications - Solicitation Period
- 14 Bid Costs
- 15 Conduct of Evaluation
- 16 Joint Venture
- 17 Conflict of Interest - Unfair Advantage
- 18 Entire Requirement
- 19 Further Information

**GENERAL INFORMATION**

This bid solicitation solicits bids that may result in either a supply arrangement, a standing offer, or both. A supply arrangement and a standing offer are two types of instruments used as methods of supply by Public Works and Government Services Canada (PWGSC).

A standing offer is used to satisfy the requirements of departments and agencies by arranging with suppliers to submit a standing offer to provide goods, services or both during a specified period. Specific departments and agencies are then authorized by PWGSC to make call-ups against the standing offer detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions.

This bid solicitation is an invitation to suppliers to provide PWGSC with a bid which contains a standing offer. The quantity of goods, level of services and estimated expenditure specified in the bid solicitation are only an approximation of requirements given in good faith. The bid solicitation does not commit PWGSC to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. The standing offer is not a contract. The issuance by PWGSC of a Standing Offer and Call-up Authority to successful suppliers and to departments and agencies authorized to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. Departments and agencies may make one or several call-ups against a standing offer.

A supply arrangement is a method of supply that consists of an arrangement between Canada and pre-qualified suppliers that allows identified users to solicit bids from a pool of pre-qualified suppliers for specific requirements within the scope of the supply arrangement. A supply arrangement is not a contract for the provision of the goods and services described in it and neither party is legally bound as a result of signing a supply arrangement alone. The intent of a supply arrangement is to establish a framework to permit expeditious processing of individual bid solicitations which result in legally binding contracts for the goods and services described in those bid solicitations.

This bid solicitation is an invitation to suppliers to become pre-qualified suppliers by providing PWGSC with a bid which contains an arrangement to enable them to respond to individual bid solicitations issued under the supply arrangement framework. The list of pre-qualified suppliers will be used as a source list for procurement within the scope of the supply arrangement and only suppliers who are pre-qualified at the time a given bid solicitation is issued under the supply arrangement framework will be eligible to bid. The supply arrangement includes a set of predetermined conditions that will apply to subsequent bid solicitations and contracts. The supply arrangement may include ceiling prices which may be lowered based on an actual requirement or scope of work described in a bid solicitation.

## 01 INTEGRITY PROVISIONS – BID

1. Bidders must comply with the Code of Conduct for Procurement. In addition, bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, and submit bids as well as enter into contracts only if they will fulfill all obligations of the Contract.
2. By submitting a bid, bidders confirm that they understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of contract award. If it is determined, after contract award, that the Bidder made a false declaration, Canada will, following a notice period, have the right to terminate the Contract for default. The Bidder will be required to diligently maintain up-to-date the information requested. The Bidder and any of the Bidder's Affiliates will also be required to remain free and clear of any acts or convictions specified in these Integrity Provisions during the period of any contract resulting from this bid solicitation.

3. **Affiliates**

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

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

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

4. Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner. Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.

If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that the Bidder provide properly completed and signed consent forms ( ) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame

provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive.

5. The Bidder must diligently inform Canada in writing of any changes affecting the list of names of directors during this procurement process as well as during the contract period. The Bidder must also, when requested, provide Canada with properly completed and signed consent forms.
6. By submitting a bid, the Bidder certifies that it is aware, and that its Affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified in these Integrity Provisions, through independent research, use of any government resources or by contacting third parties.
7. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act

8. **Time Period**

The Time Period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge.

In addition, for a conviction under paragraphs a. or b. of subsection 9, following the 10-year period, a pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Bidder must therefore provide with its bid or promptly afterwards a copy of confirming documentation from an official source for its certification to be found true by Canada for the purpose of these Integrity Provisions. If the documentation has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply within the time frame specified will render the bid non-responsive.

9. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's Affiliates have been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions, unless the time period, as defined in the Time Period subsection, has elapsed:
  - a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
  - b) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code, or
  - c) section 119 (Bribery of judicial officers, etc), section 120 (Bribery of officers), section 346 (Extortion), sections 366 to 368 (Forgery and other offences resembling forgery), section 382 (Fraudulent manipulation of stock exchange transactions), section 382.1 section 422 (Criminal breach of contract), section 426 (Secret commissions), section 462.31 Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code, or
  - d) section 45 (Conspiracies, agreements or arrangements between competitors), section 46 (Foreign directives), section 47 (Bid rigging), section 49 (Agreements or arrangements of federal financial institutions), section 52 (False or misleading representation), section 53 (Deceptive notice of winning a prize) of the Competition Act, or

- e) section 239 (False or deceptive statements) of the Income Tax Act, or
- f) section 327 (False or deceptive statements) of the Excise Tax Act, or
- g) section 3 (Bribing a foreign public official), section 4 (Accounting), or section 5 (Offence committed outside Canada) of the Corruption of Foreign Public Officials Act, or
- h) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

The Bidder also certifies that no one convicted under any of the provisions under a. or b. are to receive any benefit under a contract resulting from this bid solicitation, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

**10. Foreign Offences**

The Bidder also certifies that, within a period, as defined in the Time Period subsection, neither the Bidder nor any of the Bidder's Affiliates have been convicted of or have received a conditional or an absolute discharge, under any foreign offence that Canada deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. Canada will also consider foreign measures declared by Canada to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

**11. Subcontractors**

The Bidder must ensure that subcontracts include Integrity Provisions no less favourable to Canada than those imposed in the resulting contract.

**12. Preventive Measures associated with the Time Period**

In cases where the period (as defined in the Time Period subsection), for a conviction, or a conditional or an absolute discharge of the Bidder or any of the Bidder's Affiliates has elapsed, then the Bidder must also certify for itself and for its Affiliates that measures have been diligently put in place in order to avoid the reoccurrence of such convictions or reprehensible actions.

**13. Public Interest Exception**

Bidders understand that Canada may enter into contract with a bidder, where the Bidder or the Bidder's Affiliates have been convicted of or have received a conditional or an absolute discharge for an offence specified in these Integrity Provisions, when required to do so by law or legal proceedings, or when Canada in its sole discretion considers it necessary to the public interest for reasons which include, but are not limited to:

- no one else is capable of performing the contract;
- emergency;
- national security;
- health and safety;
- economic harm.

If all bids are found non-responsive for reason of a listed relevant conviction or act, then Canada may invoke the public interest exception, as described in the paragraph above. In such cases, only bids containing a declaration concerning a relevant offence or act will be further considered. Canada may also elect to procure outside of the present process. In all cases, Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

**14. Non-application**

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are reduced to complying with article 750 of the Criminal Code, the Government Contract Regulations and the Code of Conduct for Procurement

## **02 PROCUREMENT BUSINESS NUMBER**

Canadian suppliers are required to have a Procurement Business Number (PBN) before instrument award. Suppliers may register for a PBN online at Supplier Registration Information. For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## **03 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS**

Pursuant to the Department of Public Works and Government Services Act (S.C.1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and any resulting instrument by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting instrument as though expressly set out in the bid solicitation and resulting instrument.

## **04 DEFINITION OF BIDDER**

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid containing an instrument. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

## **05 SUBMISSION OF BIDS**

1. Canada requires that each bid, at closing date and time or upon request from the Offer/Arrangement Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with Section 17.
2. It is the Bidder's responsibility to:
  - (a) obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
  - (b) prepare its bid in accordance with the instructions contained in the bid solicitation;
  - (c) submit by closing date and time a complete bid;
  - (d) send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and related instructions for bids transmitted by facsimile are provided in Section 08;
  - (e) ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,
  - (f) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
3. If Canada has provided bidders with multiple formats of a document (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on CD-ROM through GETS), the format downloaded through GETS will take precedence. If Canada posts an amendment to the bid solicitation revising any documents provided to bidders in multiple formats, Canada will not necessarily update all formats to reflect these revisions. It is the Bidder's responsibility to ensure that revisions made through any bid solicitation amendment issued through GETS are taken into account in the alternate formats it uses of bid solicitation documents.

4. Bids will remain open for acceptance for a period of not less than two hundred and twenty (220) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
5. Bid documents and supporting information may be submitted in either English or French.
6. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21).
7. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
8. A bid cannot be assigned or transferred in whole or in part.

## **06 LATE BIDS**

PWGSC will return bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

## **07 DELAYED BIDS**

1. A bid delivered to the specified bid receiving unit after the closing date and time but before the award date of the first instrument issued as a result of this bid solicitation may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
  - (a) a CPC cancellation date stamp; or
  - (b) a CPC Priority Courier bill of lading; or
  - (c) a CPC Xpresspost label that clearly indicates that the bid was mailed before the bid closing date.
2. For bids transmitted by facsimile, only the date, time and place of receipt recorded by PWGSC will be accepted as evidence of a delayed bid.
3. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by PWGSC.
4. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

## **08 Left blank**

## **09 CUSTOMS CLEARANCE**

It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the bid closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed bid under Section 07.

## **10 LEGAL CAPACITY**

The Bidder must have the legal capacity to agree to the terms of an instrument. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Offer/Arrangement Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

## **11 RIGHTS OF CANADA**

Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with bidders on any or all aspects of the standing offer contained in their bids;
- (c) authorize for utilization any standing offer in whole or in part without negotiations;
- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation; and
- (f) issue supply arrangements to bidders who qualify throughout the entire period of the supply arrangement on a quarterly basis.

## **12 REJECTION OF BID**

1. Canada may reject a bid where any of the following circumstances is present:
  - (a) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Bidder ineligible to bid on the requirement;
  - (b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
  - (c) with respect to current or prior transactions with the Government of Canada
    - (i) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
    - (ii) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
    - (iii) Canada has exercised its contractual remedies of suspension or termination for default with respect to a standing offer, supply arrangement or contract with the Bidder, any of its employees or any subcontractor included as part of the bid;

- (iv) Canada determines that the Bidder's performance on other standing offers, supply arrangements or contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with the applicable clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (c), the Offer/Arrangement Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.

### **13 COMMUNICATIONS - SOLICITATION PERIOD**

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Offer/Arrangement Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to bidders to which the bid solicitation has been sent, without revealing the sources of the enquiries.

### **14 BID COSTS**

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

### **15 CONDUCT OF EVALUATION**

- 1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
  - (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
  - (b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
  - (c) request, before award of any resulting instrument, specific information with respect to bidders' legal status;
  - (d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
  - (e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
  - (f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
  - (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
- 2. Bidders will have the number of days specified in the request by the Offer/Arrangement Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

## 16 JOINT VENTURE

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - (a) the name of each member of the joint venture;
  - (b) the Procurement Business Number (PBN) of each member of the joint venture and the PBN of the joint venture itself;
  - (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - (d) the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting instrument must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Offer/Arrangement Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting instrument. If an instrument is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for its performance.

## 17 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
  - (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest.

This bidder remains however subject to the criteria established above.

3. Where Canada intends to reject a bid under this section, the Offer/Arrangement Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Offer/Arrangement Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## **18 ENTIRE REQUIREMENT**

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source is no relevant. Bidders should not assume that practices used under previous instruments will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

## **19 FURTHER INFORMATION**

1. For further information, bidders may contact the Offer/Arrangement Authority identified in the bid solicitation.
2. For bid solicitations issued out of PWGSC headquarters, enquiries concerning receipt of bids may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone 819-956-3370. For bid solicitations issued out of PWGSC regional offices, enquiries concerning receipt of bids may be addressed to the Offer/Arrangement Authority identified in the bid solicitation.

## COMPONENT II - TERMS OF RESULTING SUPPLY ARRANGEMENT AND MODEL RESULTING CONTRACT CLAUSES

### PART 6A RESULTING SUPPLY ARRANGEMENT (SA)

#### 1. ARRANGEMENT

The Supply Arrangement includes only those Services described in the "Requirements for Services" at Annex A to Component II, which are also identified at Annex E to Component II "Qualified Categories".

**Task Based Informatics Professional Services** or "TBIPS" refers to services related to a particular activity or initiative required to address a specific Information Technology (IT) need, which are usually associated with a specified set of responsibilities. The tasks involved are finite work assignments which require one or more resources to complete. A task involves a specific start date, a specific end date, and set deliverables. Tasks are usually not large projects, although they may be subsets of a larger project. Tasks may require highly specialized work to be performed requiring a rare or unique skill or knowledge for a short period of time.

#### 2. SECURITY REQUIREMENT

- (a) The Supplier must hold, at minimum, a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD) as specified below, in order to remain a Supplier. The Supply Arrangement Authority may verify the Supplier's security clearance with the CISD of PWGSC at any time during the period of the Supply Arrangement.
- (b) The requirements to be procured under this Supply Arrangement are subject to the requirements in the Security Requirement Check Lists (SRCL's) identified in each individual bid solicitation. Samples of possible SRCL's are accessible through the link <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html>, but other SRCL's may be used. Each bid solicitation will identify the SRCL that will apply to any resulting contract.
- (c) Subcontracts which contain security requirements are not to be awarded without prior written permission of CISD/PWGSC
- (d) In the case of a joint venture, for any given resulting contract the highest level of corporate security attainable through CISD of PWGSC is the lowest level held by any single member of the joint venture. For example, a joint venture with five (5) members is comprised of four (4) members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid Designated Organizational Screening (DOS). The highest corporate security level for which the joint venture would be considered under a bid solicitation run this Supply Arrangement would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the Supply Arrangement Authority and obtained a valid FSC at the Secret level as issued by CISD.

#### 3. STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

##### 3.1 General Conditions

2020 (2014-09-25) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

### 3.2 Supply Arrangement Reporting

The Supplier must provide a Quarterly Usage Report (QUR) to the Supply Arrangement Authority on a quarterly basis. These submissions must be made by completing and forwarding an electronic copy of the QUR (in Excel format) to the Supply Arrangement Authority to the following e-mail address: [RapportsMDAI.IMOSReports@tpsgc-pwgsc.gc.ca](mailto:RapportsMDAI.IMOSReports@tpsgc-pwgsc.gc.ca)

Each QUR must be submitted using the electronic template entitled "<Supplier Name> Quarterly Usage Report". The reports must be submitted to the SA Authority according to the following schedule:

1st quarter: April 1 to June 30	(Due on or before July 15th)
2nd quarter: July 1 to September 30	(Due on or before October 15th)
3rd quarter: October 1 to December 31	(Due on or before January 15th)
4th quarter: January 1 to March 31	(Due on or before April 15th)

If a Supplier does not receive any contracts during the period, the Supplier must confirm this by submitting a NIL QUR REPORT. Simply responding NIL by e-mail will not suffice; a copy of the QUR must be opened, completed and submitted. The Supplier understands that failure to comply may result in the cancellation of the Supply Arrangement.

The Supplier understands that failure to comply with this requirement may result in the termination of authority to utilize the Supply Arrangement. If reports are not submitted on time or are inaccurate or incomplete, PWGSC may suspend the Supplier's Supply Arrangement without notice.

Sample QUR is available upon request.

## 4. TERM OF SUPPLY ARRANGEMENT

The period begins from the date of issuance as stated on page 1 of the SA and ends with the award of the next re-compete process.

## 5. AUTHORITIES

### 5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Manager of the Informatics Method of Supply (IMOS)  
Department: Public Works and Government Services Canada  
Branch: Acquisitions Branch  
Directorate: Informatics and Telecommunications Systems Procurement Directorate  
Address: Portage III 4C1, 11 Laurier Street, Gatineau, Quebec, K1A 0S5  
Telephone: 1-866-930-4667  
Facsimile: 819-956-7827  
E-mail address: RCNMDAI.-NCRIMOS@tpsgc-pwgsc.gc.ca

The Supply Arrangement Authority (or its authorized representative) is responsible for the establishment of the Supply Arrangement, its administration and its revision, if applicable. Upon the issuance of a bid solicitation under the Supply Arrangement, that solicitation's Contracting Authority is responsible for any contractual issues relating to the contract solicited. Any changes to the Supply Arrangement must be authorized in writing by the Supply Arrangement Authority.

### 5.2 Supplier's Representative

This individual is the central point of contact within the Supplier for all matters pertaining to this Supply Arrangement. The Supplier confirms that this individual has the authority to bind the Supplier. It is the Supplier's sole responsibility to ensure that the information related to the

Supplier Representative is correct. If a replacement or a new Supplier Representative is required, the Supplier will;

(i) inform CPSS by e-mail at [sspc.cpss@tpsgc-pwgsc.gc.ca](mailto:sspc.cpss@tpsgc-pwgsc.gc.ca) , and

(ii) inform the Supply Arrangement Authority by e-mail at  
[RCNMDAI.-NCRIMOS@tpsgc-pwgsc.gc.ca](mailto:RCNMDAI.-NCRIMOS@tpsgc-pwgsc.gc.ca)

Name:

Title:

Telephone:

Facsimile:

Address:

Email:

*[Note to Supplier: This information is as per your arrangement and is available to be viewed by Clients via the Centralized Professional Services System (CPSS) website]*

The Supplier may designate another individual to represent the Supplier for administrative and technical purposes under any contract resulting from this Supply Arrangement.

## 6. CLIENTS / IDENTIFIED USERS

The Identified Users (also called Clients) include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, IV, and V of the [Financial Administration Act](#), R.S., 1985, c. F-11 and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the [Department of Public Works and Government Services Act](#).

Canada may, at any time, withdraw authority from any of the Identified Users to use the Supply Arrangement.

## 7. PRIORITY OF DOCUMENTS

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2014-09-25), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex E to Component II Qualified Categories ;
- (d) Annex A to Component II, Requirements for Services;
- (e) Annex B to Component II, Generic Security Requirement Check Lists;
- (f) Annex C to Component II, Quarterly Usage Report Template;
- (g) Annex D to Component II, Client Satisfaction Form; and
- (h) the Supplier's arrangement dated \_\_\_\_\_ (insert date of arrangement) (if the arrangement was clarified or amended, insert at the time of issuance of the arrangement: "as clarified on \_\_\_\_\_" or "as amended \_\_\_\_\_". (Insert date(s) of clarification(s) or amendment(s), if applicable)

## 8. CERTIFICATIONS

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

## 9. APPLICABLE LAWS

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada unless otherwise stipulated in the Supplier's arrangement or a resulting contract.

## 10. SUSPENSION OR CANCELLATION OF QUALIFICATION BY CANADA

In addition to the circumstances identified in the General Conditions 2020 article 09, Canada may, by sending written notice to the Supplier, suspend or cancel the Supply Arrangement where the Supplier has made public any information that conflicts with the terms, conditions, pricing or availability of systems identified in this Supply Arrangement, or where the Supplier is in default in carrying out any of its obligations under this Supply Arrangement.

## 11. ABORIGINAL BUSINESS CERTIFICATION

- (a) Where an Aboriginal Business Certification has been provided, the Supplier warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4 of the Supply Manual](#).
- (b) If such a Certification has been provided, the Supplier must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Supplier must provide all reasonably required facilities for any audits.
- (c) Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract

## 12. DELIVERY REQUIREMENTS WITHIN A CLCSA

The Supply Arrangement is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.

## 13. ENVIRONMENTAL CONSIDERATIONS

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Suppliers should:

- (a) Paper consumption
  - Provide and transmit draft reports, final reports, other documents and bids in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Identified User.
  - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
  - Recycle unneeded printed documents (in accordance with Security Requirements).
- (b) Travel requirements
  - The Supplier is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
  - Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-

Rated properties. When searching for accommodation, contractors can go to that link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors. <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx>

- Use of public/green transit where feasible.

#### 14. TRAVEL AND LIVING – RESULTING CONTRACTS

Travel and Living does not apply for the purposes of this Supply Arrangement. However, there may be instances where the contractor is required to travel for individual requirements. Applicable Travel and Living clauses will be included in the resulting contract as necessary.

#### 15. REGIONS AND METROPOLITAN AREAS

The document titled “Definitions of the National Zone, Regions and Metropolitan Areas” at the following link are incorporated by reference into this supply arrangement, with the exception that for the purposes of this supply arrangement, the National Zone is to be considered as another Region: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzrma-eng.html>

The following Regions and Metropolitan areas may receive Services under this supply arrangement where a Supplier is qualified to do so:

Regions:	Metropolitan Areas:
National Zone	
Atlantic	Halifax, Moncton
Quebec	Montreal, Quebec City
Ontario	Toronto
Western	Calgary, Edmonton, Saskatoon, Winnipeg
Pacific	Vancouver, Victoria
National Capital	National Capital Region

## **PART 6B BID SOLICITATION (for Solicitations issued against the SA)**

### **1. BID SOLICITATION DOCUMENTS (SA)**

Canada will use the bid solicitation template 2T-HIGH1 available in the Standard Acquisition Clauses and Conditions Manual at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual> (available to clients only), as the basis for issuing bid solicitations under this Supply Arrangement (SA). Each bid solicitation will contain at a minimum the following:

- (a) security requirements (if applicable);
- (b) a complete description of the Work to be performed;
- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements, or 2004, Standard Instruction - Goods or Services - Non-competitive Requirements;
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid submission closing date and time); evaluation procedures and basis of selection;
- (f) financial capability (if applicable);
- (g) certifications; and
- (h) conditions of the resulting contract.

### **2. BID SOLICITATION PROCESS (SA)**

#### **2.1 General:**

Bids will be solicited for specific requirements within the scope of the SA from qualified Suppliers who have been issued a SA.

A bid solicitation will be posted on the Government Electronic Tendering Service (GETS) (or as applicable with a GoC web-based electronic procurement tool) or will be e-mailed directly to supplier, depending on the selection methodology selected.

Canada may consolidate requirements across Clients and award Contracts on a periodic basis to receive best or better pricing.

#### **2.2 Identification of Contract Authorities:**

Provided a Client has the legal authority to contract, it may choose to award contracts under this SA in accordance with the Tier 1 Contract Limitations described below. All Tier 2 contracts and those contracts for Clients without authority to contract under Tier 1 will be managed by PWGSC or Shared Services Canada (SSC). The Supplier agrees only to perform individual contracts made by an authorized representative of Canada pursuant to this SA that do not exceed the applicable Contract Authority value limitations.

Tier 1: Requirements starting at NAFTA Threshold up to and including \$2M: Client or PWGSC

Tier 2: Requirements greater than \$2M: PWGSC/SSC

#### **2.3 Tier 1 Requirement Limitations:** Clients may award contracts to Suppliers qualified in the applicable Categories only in accordance with the following:

- (i) **Requirement Valued below \$25,000 (GST/HST included):** Clients may direct a contract to an eligible Supplier in accordance with the Government Contracts Regulations.

- (ii) **Requirement Valued at or below NAFTA Threshold (GST/HST included):** Clients must use the ProServices on-line application. Information relating to ProServices can be found at the following website:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/index-eng.html>

- (iii) **Requirement Valued Above NAFTA Threshold (GST/HST included):**

Clients may issue a contract to a Supplier satisfying the requirement particulars as set out in the bid solicitation in accordance with the following: a minimum of fifteen Suppliers must be invited via e-mail to submit a proposal, with the Client:

- (a) selecting by name ten Suppliers from the CPSS Client Module, with the following five randomly selected by the CPSS Client Module, or
- (b) selecting more than ten Suppliers from the Client Module, in which case five additional Suppliers will be randomly selected by the CPSS Client Module, or
- (c) selecting less than ten Suppliers from the Client Module, in which case the CPSS Client Module will randomly select a number of Suppliers that, in addition to the Suppliers selected by the Client, will total fifteen.

If the number of Suppliers that meet the requirement is less than fifteen, all Suppliers will be automatically selected.

Clients will post a Notice of Proposed Procurement (NPP) on GETS in both official languages.

- (iv) **No Limit to Invitation Process:** Once the minimum of Suppliers has been selected as per (iii) above, at any time during the course of the procurement process the Client may choose to invite additional Suppliers using the CPSS Client Module.

There is no limit to the maximum number of Suppliers that may be invited to submit a proposal under Tier 1; however, except in the circumstance of 2.5 below, Suppliers may not submit a proposal in response to a solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five days before the published bid closing date, and an invitation will be made to that SA Holder unless it would not be consistent with the efficient operation of the procurement system.

In no circumstance will such an invitation require Canada to extend a bid closing date. Where additional invitations are made during the solicitation process, they may not be reflected in a bid solicitation amendment.

- (v) **Minimum Period to submit proposal:**

Each Tier 1 bid solicitation issued will provide Suppliers with a minimum of fifteen calendar days to submit their proposal, which time may be extended based upon a requirement's complexity.

**2.4 Tier 2 Requirements:** Tier 2 requirements will be managed by a PWGSC Procurement Representative on behalf of the Client, or SSC on its own behalf in accordance with the following:

- (i) **Tier 2 Invitation of Suppliers:** Canada will invite through GETS all qualified Tier 2 Suppliers to submit a proposal in response to a bid solicitation.
- (ii) **Minimum Period to Submit Proposal:** At a minimum, each Tier 2 bid solicitation will provide qualified Suppliers with twenty calendar days to submit their proposal, which may be extended based on a requirement's complexity.

**2.5 All Invited to Bid:**

For a requirement in either Tier, all Suppliers qualified in each relevant Category, Region and Metropolitan Area will be invited by e-mail or GETS to bid where any supplier has been provided with a request for information in respect of services that in whole or in part appear in the requirement to be solicited under this SA.

**2.6 Disclosing of incumbent information**

By submitting a bid for replacement or follow-on services, if the Bidder has performed services for Canada under any current or past TBIPS instrument, the Bidder agrees that during this solicitation, Canada may disclose such fact (including the previous contract value and date of issuance).

## PART 6C RESULTING MODEL CONTRACT CLAUSES (SUPPLY ARRANGEMENT)

These model resulting contract clauses contain samples of the terms that will form the basis for any future resulting contracts under the Task-Based Informatics Professional Services (TBIPS) Supply Arrangement method of supply.

To the extent possible, these Articles are written as they will appear in any future contracts resulting from the TBIPS Supply Arrangement, however, individual resulting contract clauses may be modified to suit individual Client requirements. For example, the term of the resulting contract and the basis of payment clauses may all be tailored to individual Client requirements.

### RESULTING CONTRACT CLAUSES

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

#### 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(s)** : Under the Contract, the "**Client**" is \_\_\_\_\_.
- c. **[Optional: - if Client will be Shared Services Canada]** Under the Contract, the "Client" is Shared Services Canada ("SSC"), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the Contract period, and those other organizations for whom SSC's services are optional at any point during the Contract period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.
- d. **Reorganization of Client** : The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- e. **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. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

**Location of Services** : Services must be delivered as requested to the locations specified in the Contract, which delivery locations must exclude any area subject to one of the Comprehensive Land Claim Agreements (CLCAs).

## 2. [APPLIES IF REQUIRED BY THE RFP] TASK AUTHORIZATION (“TA”)

- a. **As and When Requested Task Authorizations** : The Work or a portion of the Work to be performed under the Contract 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.

**[Optional: Use where resources will be assessed after Contract Award at the TA stage] Assessment of Resources Proposed at TA Stage:** Processes for issuing, responding to and assessing Task Authorizations are further detailed in *[Insert applicable location]*.

b. **Form and Content of Task Authorization** :

- i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Annex X.
- ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :
  - A. a 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 category of resources and the number required;
  - E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
  - F. the start and completion dates;
  - G. milestone dates for deliverables and payments (if applicable);
  - H. the number of person-days of effort required;
  - I. whether the work requires on-site activities and the location;
  - J. the language profile of the resources required;
  - K. the level of security clearance required of resources;
  - L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
  - M. any other constraints that might affect the completion of the task.

- c. **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority, within \_\_\_\_ working days of receiving the draft Task Authorization *[note: this must be at least 48 hours as this minimum is stated in the TA as a default]* (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.

d. **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

To be validly issued, a TA must include the following signature(s):

- A. for any TA with a value less than or equal to \$ \_\_\_\_\_ *[insert Tech Authority's delegated authority if applicable]* (including Applicable Taxes), the TA must be signed by the Technical Authority; and
- B. for any TA with a value greater than this amount, a TA must be signed by the Technical Authority and the Contracting Authority.

Any TA that does not bear the appropriate signature(s) 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.

- e. *[Optional - Only for DND Contracts]* **Administration of Task Authorization Process for DND:** The administration of the Task Authorization process will be carried out by \_\_\_\_\_ *[insert: the applicable Department of National Defence designation, e.g., D MAR P 4-6-8]*. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.
- f. **Periodic Usage Reports:**
- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below *[Note: Instead of "below", officers may instead refer to an Annex detailing the requirements - for example, some officers provide a sample report as an Annex]*. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a *[insert "quarterly basis" or specify an alternate reporting period and revise the periods set out in the next sub-paragraph]* 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 \_\_\_\_\_ *[insert number of days]* calendar days after the end of the reporting period.
  - iii. Each report must contain the following information for each validly issued TA (as amended) *[Note: officers may customize the content of these reports by revising the subparagraphs below:]*:
    - 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.

- g. **[Optional] Refusal of Task Authorizations:** The Contractor is not required to submit a response to every draft TA sent to it 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 in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the TA at pricing not exceeding the rates set out in Annex **X**. Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 2%. This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).

- h. **[Optional] Pre-Cleared Resources:**

The Contractor must:

- i. ensure that the specific individuals named in Annex **X** of this Contract or acceptable alternatives remain available in appropriate quantities for work under the Task Authorizations to be issued in accordance with this Contract, and must also ensure that these individuals maintain any professional qualifications and security levels associated with the corresponding resource categories of the bid solicitation for which they are available; and
- ii. avoid delays associated with the Contract's security requirements by initiating the assessment and security clearance of additional resources by Canada within \_\_\_\_\_ business days of Contract award and on an ongoing basis during the Contract Period, in the quantities specified for each resource category in the Annex. Each such resource must meet the minimum qualifications applicable to the resource category for which they are available, as well as the security requirements identified in the Contract. If accepted by Canada, the Contract will be amended to list each such resource by name.

The resources identified in the Contract must be maintained and available in the quantities specified throughout the Contract Period. There is no limit to the number of resources that the Contractor may submit for consideration and assessment on an ongoing basis; however, the submission of alternatives does not relieve the Contractor from its obligation to provide, for a given task, specific individuals agreed to be provided to Canada in a validly issued TA or elsewhere as required by the terms of this Contract.

- i. Consolidation of TAs for Administrative Purposes: The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

### 3. **[APPLIES IF REQUIRED BY THE RFP] 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 Applicable Taxes); and
  - ii. **"Minimum Contract Value"** means **5 %** 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 cost of the Work performed.
- d. Canada will have no obligation to the Contractor under this clause if Canada terminates the 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.

#### 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](#) issued by Public Works and Government Services Canada.

**a. General Conditions :**

2035 (\_\_\_\_\_) (*insert date*), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

The text under Subsection 04 of Section 41 – Integrity Provisions - Contract, of General Conditions 2035 referenced above is replaced by:

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

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, 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. **[applies if required by the RFP]** 4002 (\_\_\_\_\_) (*insert date*), Supplemental General Conditions – Software Development or Modification Services;
- ii. 4006 (\_\_\_\_\_) (*insert date*), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground In-formation;

**OR**

**[applies if required by the RFP]** 4007 (\_\_\_\_\_) *(insert date)*, Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information;

- iii. **[applies if required by the RFP]** 4008 (\_\_\_\_\_) *(insert date)*, Supplemental General Conditions – Personal Information ; apply to and form part of the Contract.

## **5. [APPLIES IF REQUIRED BY RFP] SECURITY REQUIREMENT**

### **[Option 1]**

The Security Requirement Check List (SRCL and related clauses), as set out under Annex "B" to Part B to the Supply Arrangement, applies to the Contract.

*[Insert the applicable pre-approved TBIPS SA clauses, and attach the related Security Requirement Check List (SRCL) as an Annex.]*

*[For example, below is the clause related to SRCL #Common PS SRCL #2]*

#### **PWGSC FILE # Common PS SRCL #2**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex \_\_\_\_\_;
  - b. Industrial Security Manual (Latest Edition).

### **[Option 2]**

The following Security Requirement (SRCL and related clauses), as set out under Annex "B" to Part B to the Supply Arrangement, applies to the Contract.

*[Insert the applicable pre-approved TBIPS SA clauses, and attach the related Security Requirement Check List (SRCL) as an Annex.]*

Additionally, resources may be assessed for Reliability *[or insert Secret, Top Secret, or a combination, as applicable]* Status by the Technical Authority prior to commencing the Work, and from time to time throughout the Contract Period. The assessment may include a credit check. Upon request of the Technical Authority, in respect of any given resource, the Contractor must submit

(i) the current level of security clearance granted or approved by CISD/PWGSC; and

(ii) a completed signed TBS 330-23 Form - Personnel Screening Consent and Authorization (<http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>).

In the event a resource does not pass the Technical Authority's assessment, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions.

### **[Option 3]**

There is no PWGSC Security Requirement applicable to this Contract, however there is a Technical Authority Security Requirement. The Technical Authority may conduct its own local law enforcement checks, may conduct a security interview and fingerprinting session, may enforce an escorting requirement on its facilities or sites, and may deny access to a facility or site based on the results of any of these actions.

Additionally, resources may be assessed for Reliability *[or insert Secret, Top Secret, or a combination, as applicable]* Status by the Technical Authority prior to commencing the Work, and from time to time throughout the Contract Period. The assessment may include a credit check. Upon request of the Technical Authority, in respect of any given resource, the Contractor must submit a completed signed TBS 330-23 Form - Personnel Screening Consent and Authorization (<http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.pdf> ).

In the event a resource does not pass the Technical Authority's assessment, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions.

## 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 [ ] ; and
  - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. *[Delete if no options to extend]* **Option to Extend the Contract** :
  - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to [ ] additional [ ]-month/year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
  - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

## 7. AUTHORITIES

- a. **Contracting Authority** *[To be provided in each RFP]*

The Contracting Authority for the Contract is :

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

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** *[To be provided at time of Contract award]*

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. **Contractor's Representative** *[Fill in or delete as applicable]*

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

## 8. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 ([http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/ContPolNotices/2012/10-31-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/ContPolNotices/2012/10-31-eng.asp)) of the Treasury Board Secretariat of Canada.

## 9. PAYMENT

a. **Basis of Payment**

- i. **[Option 1] Professional Services provided under a Task Authorization with a Maximum Price** : For professional services requested by Canada, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex [ ], Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday. Estimated Cost : [\$ ]
- ii. **[Option 2] Professional Services provided with a Maximum Price** : For professional services requested by Canada, Canada will pay the Contractor, in arrears, up to the Maximum Price in the Contract, for actual time worked and any resulting deliverables in accordance with the firm, all-inclusive per diem rates set out in Annex [ ], Basis of Payment, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.  
  
Estimated Cost : [\$ ]
- iii. **[Option 3] Professional Services provided under a Task Authorization with a Firm Price** : For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization ( based on the firm, all-inclusive per diem rates set out in Annex [ ]), **Applicable taxes** extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.  
  
Estimated Cost : [\$ ]

- iv. **[Option 4] Professional Services provided with a Firm Price** : For professional services requested by Canada, Canada will pay the Contractor the firm price set out in the Contract (based on the firm, all-inclusive per diem rates set out in Annex [\_\_\_\_], Applicable taxes extra.

Estimated Cost : [\$\_\_\_\_\_]

- v. **[Option 5] Professional Services**: For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Annex [\_\_\_\_], Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday

Estimated Cost : [\$\_\_\_\_\_]

- vi. **Pre-Authorized Travel and Living Expenses : ((1) or (2) below will apply if required by the RFP)**

**[Option 1]** Canada will not pay any travel or living expenses associated with performing the Work.

**[Option 2]** For the requirements to travel described in section(s) [\_\_\_\_] of the Statement of Work in Annex [\_\_\_\_], the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work required to be done, delivered or performed *[select the applicable option]:*

**Option A:** "outside the National Capital Region (NCR) defined in the **National Capital Act (R.S.C., 1985, c. N-4)**, available on the Justice Website (<http://laws.justice.gc.ca/eng/acts/N-4/>),"

**Option B:** "outside of a radius of \_\_\_\_\_ *[specify]* kilometers of the \_\_\_\_\_ *[specify]* "Contractor's place of business" *or other pre-established location*,"

**Option C:** "outside \_\_\_\_\_ *[specify]*,"

at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the **National Joint Council Travel Directive**; and with the other provisions of the directive referring to "**travellers**", rather than those referring to "**employees**", to a limitation of expenditure of [\$\_\_\_\_\_ *insert the amount at contract award*]. Customs duty are \_\_\_\_\_ *[insert, as applicable: "included", "excluded" or "subject to exemption"]* plus Applicable Taxes.

All travel must have the prior authorization of the \_\_\_\_\_ *[insert, as applicable: "Technical" "Project" or "Contracting"]* Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Canada will not accept any travel and living expenses for any travel required between the Contractor's place of business and \_\_\_\_\_ *[specify location]* *or any* relocation of resources required to satisfy the terms of the Contract.

All payments are subject to government audit. Estimated Cost : [\$\_\_\_\_\_]

**Travel Status Time** *[Select Option A or Option B below]*

**[Option A]** The Contractor will be able to charge for time spent travelling at the per diem rates set out in the Contract.

**[Option B]** Travel Status Time will be limited to 50% of the hourly rate calculated by dividing the proposed firm all inclusive per diem divided by 7.5.

Time spent by a contracted individual traveling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location may be billed at 50% of the firm per diem rate. Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

$$\frac{\text{Hours of travel} \times 50\% \text{ of firm all-inclusive per diem rate}}{7.5 \text{ hours}}$$

vii. **Applicable Taxes :**

Estimated Cost : [\$\_\_\_\_\_]

viii. **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.

ix. **Professional Services Rates :** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications 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 an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

x. **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 services in these amounts. Any commitment to purchase specific amounts or values of 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 one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are \_\_\_\_\_ (*insert "included", "excluded" or "subject to exemption"*) and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

ii. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:

- A. It is 75 percent committed, or
- B. 4 months before the Contract expiry date, or

- C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,  
whichever comes first.
- iii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.
- c. *[Option 1 - Use for a contract where there will simply be a single payment based on the Basis of Payment)]* **Method of Payment Single Payment**
- Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if :
- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the Work delivered has been accepted by Canada.
- c. *[Option 2 - Use for a contract where there will simply be monthly payments based on the Basis of Payment (but not holdbacks, milestones, etc.)]* **Monthly Payment** Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if :
- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.
- c. *[Option 3 - Use where contract includes TAs that will be issued with a MAXIMUM PRICE per TA]* **Method of Payment for Task Authorizations with a Maximum Price** : For each Task Authorization validly issued under the Contract that contains a maximum price :
- i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.
- [Option 4 - Use where contract includes TAs that will be issued with a FIRM PRICE per TA]* **Method of Payment for Task Authorizations with a Firm Price – Lump Sum Payment on Completion** : Canada will pay the Contractor upon completion and delivery of all the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if :
- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the Work delivered has been accepted by Canada.
- 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** *[Optional]*

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 Minimum Availability Level :** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor **3 months'** written notice of its intent, if any of the following apply :
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. *[Optional]* **No Responsibility to Pay for Work not performed due to Closure of Government Offices** *[Note: Use this clause only if the Contractor is going to routinely be performing work on government premises.]*

- 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.

## 10. 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, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. **[Option 1]** The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.
- e. **[Option 2]** The Contractor must provide the original and two copies of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

## 11. CERTIFICATIONS

- a. The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.
- b. **[Delete if N/A] SACC Manual Clauses**

i. **[insert SACC clause ID number] (\_\_\_\_\_) (insert date), [insert SACC clause title]**

## 12. 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.

## 13. COPYRIGHT IN MATERIAL

- a. In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists, excluding any computer software code and all documentation manuals or guides intended to assist end users or technicians in respect of that code. "Material" does not include anything created by the Contractor before the award date of the Contract.

- b. Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- c. The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.
- d. The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

#### 14. APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province \_\_\_\_\_. *(insert the name of the province or territory as specified by the Bidder in its bid, if applicable.)*

#### 15. 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. *[delete those that don't apply]* Supplemental general conditions, in the following order :
  - i. 4002 (\_\_\_\_\_) *(insert date)*, Supplemental General Conditions – Software Development or Modification Services;
  - ii. 4006 (\_\_\_\_\_) *(insert date)*, Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information;

**OR**

4007 (\_\_\_\_\_) *(insert date)*, Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information; *[if 4006 is included 4007 CANNOT be, and vice versa]*

- iii. 4008 *(insert date)*, Supplemental General Conditions – Personal Information;
- c. General Conditions 2035 *(insert date)*;
- d. Annex X, Statement of Work- *Annex A* including its Appendices as follows *(Delete if N/A)* ;
  - i. *Appendix A to Annex A - Tasking Assessment Procedure;*
  - ii. *Appendix B to Annex A - Task Authorization (TA) Form;*
  - iii. *Appendix C to Annex A - Resource Assessment Criteria and Response Table;*
  - iv. *Appendix D to Annex A - Certifications at the TA stage*
- e. Annex X, Basis of Payment;
- f. Annex X, Security Requirements Check List *(if applicable – delete if N/A)*;
- g. the signed Task Authorizations including any required Certifications *(if applicable – delete if N/A)*;
- h. Supply Arrangement Number EN578-055605/xxx/EI (the "**Supply Arrangement**")
- i. the Contractor's bid dated [\_\_\_\_\_] *[insert date of bid]*, as amended [\_\_\_\_\_] *[insert date(s) of amendment(s) if applicable]*.

#### 16. [APPLIES IF REQUIRED BY THE RFP] DEFENCE CONTRACT

SACC Manual Clause A9006C *(insert date)* Defence Contract  
SACC Manual Clause C2801C *(insert date)* Priority Rating – Canadian Contractors

## 17. FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause A2000C (insert date) Foreign Nationals (Canadian Contractor)

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

## 18. [APPLIES IF REQUIRED] FOREIGN NATIONALS (FOREIGN CONTRACTOR)

SACC Manual clause A2001C (insert date) Foreign Nationals (Foreign Contractor)

## 19. INSURANCE REQUIREMENTS

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

## 20. [APPLIES IF REQUIRED BY THE RFP] CONTROLLED GOODS PROGRAM

SACC Manual Clause A9131C ( ) (insert date) Controlled Goods Program

## 21. 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 its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
  - iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.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 paragraph (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 backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

**c. Third Party Claims :**

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

**22. JOINT VENTURE**

- a. The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - i. \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.

- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

## 23. 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, and 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 Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

### Replacement of Specific Individuals

1. 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.

2. 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 Section titled "Default of the Contractor", or
  - b. assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require the Contractor to propose another replacement within five working days' notice. Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Section. 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.
3. 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.

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

## 24. [APPLIES IF REQUIRED BY THE RFP] PROFESSIONAL SERVICES FOR PRE-EXISTING SOFTWARE

- a. **Pre-Existing Software** : The "Pre-Existing Software" consists of the computer programs listed in Annex [ ], which are either proprietary to Canada or licensed to Canada by a third party, in respect of which Canada requires certain professional services.
- b. **Software Services** : During the Contract Period, the Contractor must provide the Client with the following "Services for Pre-Existing Software" as and when requested by Canada through a Task Authorization :
- i. accessing, downloading, storing, installing, loading, processing, configuring and implementing any additional software code related to the Pre-Existing Software (such as new releases, versions, patches, and bug fixes), as soon as it becomes available;
  - ii. keeping track of the software publisher's software releases for the purpose of configuration control; and
- c. **No Software Development** : The Contractor is not required to develop, program or provide additional software code related to the Pre-Existing Software as part of the Work performed under the Contract.
- d. **Providing Training related to Pre-Existing Software** :
- i. The Contractor must provide [describe type - e.g., classroom, online] training in the use of the Pre-Existing Software on an "as-and-when-requested" basis during the Contract Period when a Task Authorization for training is issued in accordance with the Contract.
  - ii. Canada may issue a Task Authorization whenever it has at least [ ] people who require training.
  - iii. The training must be provided at various locations across Canada, as requested in the Task Authorization.
  - iv. The training must be available within 15 working days of the Task Authorization being issued.
  - v. The training, including both the instruction and the course materials, must be provided in [ ].
  - vi. Before providing any training, at least 10 working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval.
- e. **Title** : Except as otherwise specifically provided in these Articles of Agreement, title to the Pre-Existing Software will be unaffected by the performance of the Services for Pre-Existing Software and, to the extent that the Pre-Existing Software is subject to a license for use from a third party, its use will remain subject to the conditions of Canada's license.
- f. **Access** : Canada will provide to the Contractor any information regarding any passwords, authorization codes or similar information that might be necessary to perform the Software Services, provided that in doing so Canada is not in default of any obligations regarding the use of the Pre-Existing Software. The Contractor agrees that it is a term of the Contract that it will not disclose or distribute any part of the Pre-Existing Software to any other person or entity or otherwise violate the proprietary rights of the owner of the Pre-Existing Software.

## 25. 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.

## 26. [APPLIES IF REQUIRED BY THE RFP] REPORTING REQUIREMENTS

The Contractor must provide the following reports to the Contracting Authority at the following times *[describe reporting obligations, any requirements relating to format, and the deadlines for submitting the reports]*

## 27. REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own 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.

## 28. *[APPLIES IF REQUIRED BY THE RFP]* 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.

## 29 *[APPLIES IF REQUIRED BY THE RFP]* GOVERNMENT PROPERTY

Canada agrees to supply the Contractor with the items listed below (the "**Government Property**"). The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

## 30. *[APPLIES IF REQUIRED BY THE RFP]* IMPLEMENTATION

- a. **Finalization of Draft Implementation Plan** : Within ten working days of the Contract being awarded, Canada will provide any comments it has regarding the draft implementation plan submitted by the Contractor as part of its bid. The Contractor must update the implementation plan to reflect Canada's comments within five working days and resubmit it to Canada for approval.
- b. **Implementation of Professional Services** : If similar professional services are currently being provided by another supplier or by Canada's own personnel, the Contractor is responsible for ensuring that the transition to the professional services it provides under the Contract is completed in a way that does not disrupt Canada's operations or users, and does not result in any interim degradation to the timeliness or quality of service. The Contractor is solely responsible for any additional training required by its resources to perform the Work, and time spent by resources on that training or becoming familiar with the Client's environment must not be charged to Canada. The transition will be considered complete once the Contractor has demonstrated, to the satisfaction of the Technical Authority, that it is ready and able to carry out the Work. The transition must be complete by no later than  working days after the Contract is awarded. All costs associated with establishing itself to provide the professional services are the responsibility of the Contractor.

## 31. *[APPLIES IF REQUIRED BY THE RFP]* 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 **three** months afterwards, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

## 32. *[APPLIES IF REQUIRED BY THE RFP]* 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 five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.

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 TO COMPONENT II**  
**REQUIREMENTS FOR SERVICES – SUPPLY ARRANGEMENT**


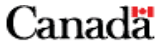
A full list of TBIPS Categories and descriptions is available at:  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>

**ANNEX B TO COMPONENT II:**  
**GENERIC SECURITY REQUIREMENTS CHECKLISTS (SRCLs)**

The list and details of the 31 pre-approved SRCL's for professional services is available for download from the CPSS website: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html>

**ANNEX C TO COMPONENT II - SUPPLY ARRANGEMENT**  
**QUARTERLY USAGE REPORT**

Suppliers will be sent, via email, the most recent Quarterly Usage Report template thirty (30) calendar days prior to the end of each reporting period.

	<b>Public Works and Government Services Canada</b>	<b>Travaux publics et Services gouvernementaux Canada</b>	
<b>ANNEX D TO COMPONENT II - CLIENT SATISFACTION FORM</b>			
<b>SO# or SA#:</b>		<b>Call-up# / Contract# :</b>	
<b>Professional Services Method of Supply</b> <input type="checkbox"/> TBIPS SO <input type="checkbox"/> TSPS SO <input type="checkbox"/> Learning Services SO <input type="checkbox"/> ProServices <input type="checkbox"/> TBIPS SA <input type="checkbox"/> TSPS SA-Task <input type="checkbox"/> Learning Services SA <input type="checkbox"/> Other <input type="checkbox"/> SBIPS SA <input type="checkbox"/> TSPS SA-Solution <input type="checkbox"/> PASS SA    Specify _____			
<b>Contractor's Name:</b>		<b>Award Amt:</b>	<b>Award Date:</b>
<b>Contractor's Address:</b>		<b>Amend Amt:</b>	<b>End Date:</b>
		<b>Total Spent:</b>	
		<b>TA Contract:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Description of Work:</b>		<b>Amendment History:</b>	
<b>Client Department:</b>			
<b>Technical Authority</b>		<b>PWGSC Contracting Authority (if applicable)</b>	
Name:		Name:	
Telephone #:		Telephone #:	
e-mail:		e-mail:	
<b>Client Contracting Authority</b>			
Name:			
Telephone #:			
e-mail:			
<b>1. How do you rate the Contractor's overall performance?</b> <input type="checkbox"/> below expectations <input type="checkbox"/> as expected <input type="checkbox"/> above expectations			
<b>2. Resources</b> a. Did the Contractor provide the resource(s) as identified in their Proposal? <input type="checkbox"/> Yes <input type="checkbox"/> No b. Did the Contractor's resource(s) conduct their work in a professional manner? <input type="checkbox"/> Yes <input type="checkbox"/> No c. Were replacement resources required? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>3. Replacement Resources</b> a. Did the Contractor request to replace the resource(s) immediately after Contract Award? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA b. Did the Client request to replace the resource(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA c. Did the Replacement Resources meet the requirements of the RFP or ACF? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA d. How many times were the Contractor's resources replaced?    _____ times			
<b>4. Was the Contract completed within the predetermined:</b> a. Time Estimate? <input type="checkbox"/> Yes <input type="checkbox"/> No b. Cost Estimate? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>5. Were the required Reports and Deliverables:</b> a. In conformity with the Scope & Tasks of the SOW <input type="checkbox"/> Yes <input type="checkbox"/> No b. Received in the specified time frame? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>6. Contract Management</b> a. Did the Contractor deal with performance issues in a timely basis? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA b. Did the Contractor submit the invoices in accordance with the Invoicing Instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No c. Did the Contractor submit the invoices in accordance with the Basis of Payment? <input type="checkbox"/> Yes <input type="checkbox"/> No d. Did the Contractor submit the invoices in accordance with the Method of Payment? <input type="checkbox"/> Yes <input type="checkbox"/> No e. Did the Contractor respond to every TA Request? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA f. Did the Contractor properly respond to every TA Request? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA			
<b>7. Remarks</b>          			

**ANNEX E TO COMPONENT II – SUPPLY ARRANGEMENT  
QUALIFIED CATEGORIES**

Annex E to Component II will be attached to the TBIPS Supply Arrangement upon award.

## **COMPONENT III – TERMS OF RESULTING STANDING OFFER (SO), CALL-UP PROCEDURES FOR THE SO, and CALL-UP CLAUSES ISSUED AGAINST THE SO**

### **PART 7A RESULTING STANDING OFFER (SO)**

#### **1. OFFER**

The Offeror offers to perform the Work in accordance with Annex A to Component III "Requirement For Services" which are also identified at Annex E to Component III "Qualified Categories and Rates."

**Task Based Informatics Professional Services** or "TBIPS" refers to services related to a particular activity or initiative required to address a specific Information Technology (IT) need, which are usually associated with a specified set of responsibilities. The tasks involved are finite work assignments which require one or more resources to complete. A task involves a specific start date, a specific end date, and set deliverables. Tasks are usually not large projects, although they may be subsets of a larger project. Tasks may require highly specialized work to be performed requiring a rare or unique skill or knowledge for a short period of time.

#### **2. SECURITY REQUIREMENT**

- (a) The Offeror must hold, at minimum, a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD) as specified below, in order to remain an Offeror. The Standing Offer Authority may verify the Offeror's security clearance with the CISD of PWGSC at any time during the period of the Standing Offer.
- (b) The requirements to be procured under this Standing Offer are subject to the requirements identified in the Security Requirement Article identified in each individual Call-up. The possible SRCL's are provided in Annex B to Component III to this Standing Offer.
- (c) Subcontracts which contain security requirements are not to be awarded without prior written permission of CISD/PWGSC
- (d) In the case of a joint venture, for any given Call-up the highest level of corporate security attainable through CISD of PWGSC is the lowest level held by any single member of the joint venture. For example, a joint venture with five (5) members is comprised of four (4) members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid Designated Organizational Screening (DOS). The highest corporate security level for which the joint venture would be considered under this Standing Offer would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the Standing Offer Authority and obtained a valid FSC at the Secret level as issued by CISD.

#### **3. STANDARD CLAUSES AND CONDITIONS (SO)**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

##### **3.1 General Conditions**

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **3.2 Standing Offers Reporting**

The Offeror must provide a Quarterly Usage Report (QUR) to the Standing Offer Authority on a quarterly basis. These submissions must be made by completing and forwarding an electronic

copy of the QUR (in Excel format) to the Standing Offer Authority to the following e-mail address:  
<mailto:RapportsMDAI.IMOSReports@tpsgc-pwgsc.gc.ca>

Each QUR must be submitted using the electronic template entitled "<Offeror Name> Quarterly Usage Report". The reports must be submitted to the SO Authority according to the following schedule:

- 1st quarter: April 1 to June 30 (Due on or before July 15th)
- 2nd quarter: July 1 to September 30 (Due on or before October 15th)
- 3rd quarter: October 1 to December 31 (Due on or before January 15th)
- 4th quarter: January 1 to March 31 (Due on or before April 15th)

If an Offeror does not receive any call-ups during the period, the Offeror must confirm this by submitting a NIL QUR REPORT. Simply responding NIL by e-mail will not suffice; a copy of the QUR must be opened, completed and submitted. The Offeror understands that failure to comply may result in the set-aside of the Standing Offer.

The Offeror understands that failure to comply with this requirement may result in the setting aside of authority to utilize the Standing Offer. If reports are not submitted on time or are inaccurate or incomplete, PWGSC may suspend the Offeror's Standing Offer without notice.

Sample QUR is available upon request.

#### **4. TERM OF STANDING OFFER**

##### **4.1 Period Of The Standing Offer**

The period for making Call-ups against the Standing Offer begins from the date of issuance as stated on page 1 of the SO and ends with the award of the next re-compete process.

#### **5. AUTHORITIES**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Manager of the Informatics Method of Supply (IMOS)  
Department: Public Works and Government Services Canada  
Branch: Acquisitions Branch  
Directorate: Informatics and Telecommunications Systems Procurement Directorate  
Address: Portage III - 4C1, 11 Laurier Street, Gatineau, Quebec, K1A 0S5  
Telephone: 1-866-930-4667  
Facsimile: 819-956-7827  
E-mail address: RCNMDAI.-NCRIMOS@tpsgc-pwgsc.gc.ca

The Standing Offer Authority (or its authorized representative) is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a Call-up, the Contracting Authority is responsible for any contractual issues relating to an individual Call-up made against the Standing Offer. Any changes to the Standing Offer must be authorized in writing by the Standing Offer Authority.

##### **5.2 Offeror's Representative**

This individual is the central point of contact within the Offeror for all matters pertaining to this Standing Offer. The Offeror confirms that this individual has the authority to bind it. It is the Offeror's sole responsibility to ensure that the information related to the Offeror Representative is correct. If a replacement or a new Offeror's Representative is required, the Offeror will;

- (i) inform CPSS by e-mail at [sspc.cpss@tpsgc-pwgsc.gc.ca](mailto:sspc.cpss@tpsgc-pwgsc.gc.ca), and
- (ii) inform the Standing Offer Authority by e-mail at [RCNMDAI.-NCRIMOS@tpsgc-pwgsc.gc.ca](mailto:RCNMDAI.-NCRIMOS@tpsgc-pwgsc.gc.ca)

pwgsc.gc.ca.

Name:

Title:

Telephone:

Facsimile:

Address:

Email:

*[Note to Offeror: This information is as per your offer and is available to be viewed by Clients via the Centralized Professional Services System (CPSS) website]*

The Offeror may designate another individual to represent the Offeror for administrative and technical purposes under any contract resulting from this Standing Offer.

## 6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 7. CLIENTS / IDENTIFIED USERS

The Identified Users (also called Clients) include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, IV, and V of the *Financial Administration Act*, R.S., 1985, c. F-11 and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.

At any time Canada may withdraw authority from any of the Identified Users to use the Standing Offer.

## 8. PRIORITY OF DOCUMENTS

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

- (a) the call-up against the Standing Offer
- (b) the articles of the Standing Offer;
- (c) the general conditions 2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services;
- (d) the general conditions 2035 (2014-09-25), General Conditions - Services, apply to and form part of the Contract
- (e) Annex E to Component III, Qualified Categories and Rates;
- (f) Annex A to Component III, Requirements for Services;
- (g) Annex B to Component III, Generic Security Requirement Check Lists;
- (h) Annex F to Component III, Model Availability Confirmation Form
- (i) Annex C to Component III, Sample Quarterly Usage Report;
- (j) Annex D to Component III, Client Satisfaction Form;and
- (k) the Offeror's proposal received in response to this RFSO

## 9. CERTIFICATIONS

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## **10. APPLICABLE LAWS**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada, unless otherwise stipulated in the Offeror's bid in response to the bid solicitation that resulted in this Standing Offer.

## **11. CONFIRMATION OF QUALIFICATION**

1. The Offeror must continue to meet all the qualification requirements related to the Standing Offer during the entire period of the Standing Offer. Any certification provided by the Offeror must be true on the date of the issuance of the Standing Offer and remain true throughout the period of the Standing Offer. The Offeror must immediately notify the Standing Offer Authority if it no longer meets any of the qualification requirements of the Standing Offer.
2. The Standing Offer Authority may require the Offeror to confirm its qualification at any time and provide evidence to support its confirmation. If the Offeror no longer meets any of the requirements for qualification, Canada may, at its option:
  - (a) suspend authority for the use of the Standing Offer until the Offeror has demonstrated, to the satisfaction of Canada, that it meets the requirements in respect of which it has been found deficient. During this time, no call ups will be made under the Standing Offer;
  - (b) suspend the Offeror's qualification under specific categories of the Standing Offer until the Offeror has demonstrated, to the satisfaction of Canada, that it meets the requirements in respect of which it has been found deficient. During this time, no call ups will be made under their Standing Offer for those categories;
  - (c) set aside the Standing Offer or the Offeror's qualification for specific categories, in which case, the Offeror will not be allowed to submit a new offer for consideration until the requirement is recomputed.

## **12. SUSPENSION OR SET ASIDE OF QUALIFICATION BY CANADA**

1. Canada may, by sending written notice to the Offeror, suspend or set aside the Standing Offer under any of the following circumstances:
  - (a) the Offeror no longer meets any of the required qualifications of the Standing Offer as provided for in the section titled "Confirmation of Qualification",
  - (b) the Offeror has made public any information that conflicts with the terms, conditions, pricing or availability of systems identified in this Standing Offer;
  - (c) the Offeror is in default in carrying out any of its obligations under any resulting contract and Canada has exercised its contractual right to terminate the contract for default;
  - (d) the Offeror is in default in carrying out any of its obligations under this Standing Offer; or
  - (e) Canada has imposed measures on the Offeror under the Vendor Performance Corrective Measures Policy (or such similar policy that may be in place from time to time).
2. Suspension or set aside of the Standing Offer will not affect the right of Canada to pursue other remedies or measures that may be available. It will not, on its own, affect any call up entered into before the issuance of the notice. The Standing Offer Authority will however remove the Offeror from the list of Offerors eligible to receive call ups under this Standing Offer. The Offeror will not be able to submit another offer, and the Offeror will not be allowed to submit a new offer for consideration until the requirement is recomputed.

## **13. ABORIGINAL BUSINESS CERTIFICATION**

- (a) Where an Aboriginal Business Certification has been provided, the Offeror warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
- (b) If such a Certification has been provided, the Offeror must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Offeror must provide all reasonably required facilities for any audits.
- (c) Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to any contract arising from this Standing Offer.

#### **14. DELIVERY REQUIREMENTS Within A CLCSA**

The Standing Offer is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.

#### **15. ENVIRONMENTAL CONSIDERATIONS**

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Offerors should:

- (a) Paper consumption
  - Provide and transmit draft reports, final reports, other documents and bids in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Identified User.
  - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
  - Recycle unneeded printed documents (in accordance with Security Requirements).
- (b) Travel requirements
  - The Offeror is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
  - Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to that link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors. <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx>
  - Use of public/green transit where feasible.

#### **16. TRAVEL AND LIVING – INDIVIDUAL CALL-UPS**

Travel and Living does not apply for the purposes of this Standing Offer. However, there may be instances where the contractor is required to travel for individual requirements. Applicable Travel and Living clauses will be included in the Call-Up as necessary.

#### **17. REGIONS AND METROPOLITAN AREAS**

The document titled "Definitions of the National Zone, Regions and Metropolitan Areas" at the following link are incorporated by reference into this standing offer, with the exception that for the purposes of this standing offer, the National Zone is to be considered another Region:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzmra-eng.html>

<b>Regions:</b>	<b>Metropolitan Areas:</b>
National Zone	
Atlantic	Halifax, Moncton
Quebec	Montreal, Quebec City
Ontario	Toronto
Western	Calgary, Edmonton, Saskatoon, Winnipeg
Pacific	Vancouver, Victoria
National Capital	National Capital Region

## PART 7B CALL-UP PROCEDURES FOR THE STANDING OFFER (SO)

### 1. CALL-UP PROCEDURES (SO)

#### 1.1 Multiple Offers Exist

Multiple Standing Offers have been issued for the TBIPS requirement. Call-ups will be allocated among all the TBIPS Offerors in accordance with the processes described below within the specified monetary limitations. When accepted by Canada, each Call-up results in a separate contract between Canada and the Offeror.

#### 1.2 Generation of Right of First Refusal List

The Offeror's rates per Category are attached at Annex E to Component III. Identified Users will use the Government of Canada's search engine to generate a right of first refusal list (List) for their requirement using the following search criteria: Regions, Metropolitan Areas, Security, Aboriginal Status, Category, Level of Expertise and number of resources. The List will rank Offerors meeting all the search criteria and possessing the necessary security clearance from the lowest cumulative price available for the requirement to the highest, in accordance with an offeror's per diem rates. The List will be available to the Identified User for Call-up issuance and may be revised over time to reflect changes in the status of any Offeror. The lowest cumulative price will be calculated by adding together all the rates per Category for the number of resources, at the Level of Expertise of the required Categories.

Example: (If no level of effort is stipulated, use one day)

Identified User Requires:

P.9: Project Manager:	1 resource at Level 3
C.8 Network Security Analyst:	2 resources at Level 2
T.6 Telecommunication System Specialist:	3 resources at Level 1

Highest Ranking Offeror's Response:

P.9: Project Manager:	1 resource at Level 3 @ \$900 per day = \$900
C.8 Network Security Analyst:	2 resources at Level 2 @ \$400 per day = \$800
T.6 Telecommunication System Specialist:	3 resources at Level 1 @ \$500 per day = \$1500
Total Per Diem Rate:	\$900 + \$800 + \$1500 = <u>\$3200 is the Lowest Cumulative Price</u>

Second Highest Ranking Offeror's Response:

P.9: Project Manager:	1 resource at Level 3 @ \$ 800 per day = \$800
C.8 Network Security Analyst:	2 resources at Level 2 @ \$ 375 per day = \$750
T.6 Telecommunication System Specialist:	3 resources at Level 1 @ \$ 600 per day = \$1800
Total Per Diem Rate:	\$800+ \$750 + \$1800 = <u>\$3350</u>

#### 1.3 Offeror Selection Methodology

Clients may direct a contract at or below \$25,000 (GST / HST included) to Offerors qualified in the applicable Category(ies) in accordance with the Government Contracts Regulations, irrespective of the ranking of Offerors on the List.

For contracts above \$25,000 (GST / HST included), where the Identified User wishes to issue a Call-up under this series of standing offers it must issue an Availability Confirmation Form (ACF Form) as per the model at Annex F to Component III, to either

- (i) the first ranked Offeror on the List, or
- (ii) up to a maximum of ten (10) at once of the highest ranked Offerors on the List (a Group Invitation). The Standing Offer Authority may increase or decrease the maximum number of Offerors permitted in any Group Invitation during the Standing Offer on thirty (30) days' notice in writing to all Offerors who received a Standing Offer.

If a Call-up is issued, it will be issued to the Offeror that meets the assessment criteria in the ACF Form and is the highest ranked Offeror on the List. An Offeror ranked lower on the List

cannot be chosen where an Offeror ranked above it has not been invited to respond (no ranked Offeror may be skipped).

Amongst the Group Invitation Offerors, if the highest ranking Offeror is unable to meet the assessment criteria, the next highest ranked Offeror that responded that meets the criteria may be issued the Call-up. Where that Offeror is unable to meet the assessment criteria, the Call-up may be issued to the next highest ranking Group Invitation Offeror that meets the criteria, and this process of invitation may be repeated as required within the Offerors that responded to the ACF Form, in accordance with the rankings on the List, until a Call-up is issued. In the event of a tie in the results of an assessment within a Group Invitation, the Call-up may be issued to the Offeror of the Identified User's choice.

Where no Offeror responds, or no Offeror is issued a Call-up in accordance with the procedures outlined above due to none of them being able to meet the assessment criteria, the Identified User may issue a single ACF Form to the next highest ranked Offeror, or may issue another Group Invitation for the requirement to a group comprised of the highest ranked Offerors on the List who were not invited in the previous Group Invitation. This process may be repeated as described above, proceeding sequentially down the list of ranked Offerors (no ranked Offerors may be skipped), until the Call-up is made.

#### 1.4 Contents of the Availability Confirmation Form (Annex F)

Each Availability Confirmation Form (ACF Form) will identify the requirements of the Identified User's requirement by describing the specific project, including:

- (a) The Contract Period, including any options;
- (b) The specific Category(ies) Level of Expertise, and the number of resource(s) required;
- (c) The estimated level of effort required;
- (d) a proposed basis of payment using either a firm price or a maximum price not to exceed a financial limitation, in accordance with the firm per diem rates attached at Annex E;
- (e) The location where the required Services will be delivered;
- (f) Travel and Living requirements (if applicable);
- (g) The level of security clearance(s) required to carry out the required Services;
- (h) The contact information for the Project Authority;
- (i) The assessment criteria, which may include the specific areas of the Education, Certification and/or experience required;
- (j) The particulars of the Statement of Work; and
- (k) the response due date.

The terms and conditions set out in the ACF Form and Resulting Call-up Clauses that form part of this Standing Offer apply to the Call-up. Individual ACF Forms may require that the Services be performed in one or the other or both of Canada's Official Languages.

#### 1.5 Response Requirements

By filling in the appropriate sections of the ACF Form, an Offeror will identify the resource(s) it is proposing to provide the Services. Offerors may respond in either official language, in accordance with the Official Languages Act and Regulations.

- (i) **Contents of Response:** The response must be signed by the Offeror or by an authorized representative of the Offeror. Timely receipt and correct direction of the response is the sole responsibility of the Offeror. The response must include all information necessary to fulfill all the requirements specified in the ACF Form and clearly identify:
  - (a) the resource(s) proposed for the required Categories of and Level of Expertise required, along with resume(s) setting out the proposed resource(s) qualifications

(experience, education, certifications - as applicable) in accordance with Annex "A" Requirements for Services; and

- (b) information requested to satisfy the level of security clearance required to carry out the Services.
- (ii) **Timing of Response:** Offerors must provide the response to the Identified User within two working days of the ACF Form's issuance (or within a longer period if identified in the Form). Failure to provide a response within the specified time frame will be interpreted as being unable to perform the Services.
- (iii) **Offeror Certification:** By submitting and signing a response to an ACF Form, the Offeror certifies and warrants each of the following:
  - (a) Every individual proposed will be available to perform the Work starting at the time specified in the ACF Form or agreed to with the Identified User.
  - (b) If the Offeror has proposed any resource in fulfillment of the requirement who is not an employee of the Offeror, the Offeror 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 the requirement and to submit such person's resume to the Identified User. During the assessment of the proposed resource, the Offeror must upon the request of the Identified User provide a copy of such written permission, in relation to any or all non-employees proposed. If the Offeror fails to comply with such a request, the Offeror's response will be considered non-responsive.
  - (c) It meets the insurance requirements described in this Standing Offer (if applicable).
- (vi) **Offeror Acknowledgment:** By submitting and signing a response to an ACF Form, the Offeror acknowledges each of the following:
  - (a) The Identified User has the right but is not obliged to:
    - i seek clarification or verify any or all information provided by the Offeror with respect to the ACF Form, either independently or by making a request of the Offeror. Where requested the Offeror will respond to the clarification within two working days of a request by Canada or such longer period as is specified in writing;
    - ii contact any or all of the references supplied, at the sole cost of the Offeror, to validate any information or data submitted by the Offeror. The reference will have a minimum of two working days or a longer period as specified in writing to provide the requested information to the Identified User. Wherever information provided by a reference differs from the information supplied by the Offeror, the information supplied by the reference will be the information taken as accurate.

In respect of (i) or (ii) above, if the Offeror does not provide the required information within the time limit requested, Canada may either allow additional time for the response, or consider the response not acceptable and proceed with the issuance of the ACF Form to another Offeror or Offerors in accordance with the Offeror Selection Methodology.

  - (b) Canada will not delay the issuance of any Call-up to allow Offerors to obtain the required security clearance. It is the responsibility of Offerors to ensure that all information required concerning the security clearance necessary to fulfill the Call-up is provided in its response to the ACF Form.

## 1.6 Assessment of Proposed Resources

The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in Annex "A" - Requirements for Services. The Identified User may request

proof of successful completion of formal training, as well as reference information. Canada reserves the right to request references from an Offeror to conduct a reference check to verify the accuracy of the information provided. Should the reference(s) not confirm the required qualifications of the proposed resource(s) to perform the required services, Canada may consider the response not acceptable and proceed with the issuance of the ACF Form to another Offeror or Offerors in accordance with the Offeror Selection Methodology.

Where the Offeror is requested to provide information regarding qualifications or experience of its proposed resources, Offerors should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. Experience gained during formal education will not be considered work experience. All requirements for work experience will be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services. The month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once.

Where the Offeror is requested to provide information about the education or proof about the education of the proposed individual, the individual must have obtained its education from a recognized\* Canadian university, or college or high school, or the equivalent as established by a recognized\* Canadian academic credentials assessment service\*, if obtained outside Canada.

\*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/indexe.stm>

Where the Offeror is requested to provide proof of certification of the proposed resource, the Offeror must submit a copy of the certification received or proof that the resource have completed the certification program.

## **2. CALL-UP INSTRUMENT**

The Work will be authorized or confirmed by the Identified User using the PWGSC-TPSGC [942, Call-up Against a Standing Offer](#) or other authorized PWGSC form.

## **3. LIMITATION OF CALL-UPS**

Individual Call-ups against the Standing Offer must not exceed \$250,000 (Goods and Services Tax or Harmonized Sales Tax included).

## PART 7C RESULTING CALL-UP CLAUSES ISSUED AGAINST THE STANDING OFFER

These resulting call-up clauses are the terms that will form the future resulting call-up under the Task-Based Informatics Professional Services (TBIPS) Standing Offer method of supply.

### 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:** [One of the following two definitions will be used]  
[Option 1] Under the Contract, the “**Client**” is \_\_\_\_\_ [to be filled in as per the ACF].  
[Option 2] Under the Contract, the “**Client**” is Shared Services Canada (“SSC”), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC’s services are mandatory at any point during the Contract period, and those other organizations for whom SSC’s services are optional at any point during the Contract period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.
- c. **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Standing Offer is a reference to the Client. Also, any reference to a “deliverable” or “deliverables” includes all documentation outlined in this Contract. A reference to a “local office” of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

### 2. [applies if required by the ACF] 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. **Form and Content of Task Authorization:**

- i) The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the PWGSC-TPSGC 572 Task Authorization Form or DND 626 Task Authorization Form.
- 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);
  - H. the number of person-days of effort required;
  - I. whether the work requires on-site activities and the location;
  - J. the language profile of the resources required;
  - K. the level of security clearance required of resources;
  - L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
  - M. any other constraints that might affect the completion of the task.
- c. **Contractor's Response to Draft Task Authorization:** Within the number of working days specified in the draft TA the Contractor must provide to the Technical Authority 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.
- d. **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

To be validly issued, a TA must include the following signature(s):

  - (A) for any TA with a value less than or equal to \$ 10 000 (including GST/HST), the TA must be signed by the Technical Authority; and
  - (B) for any TA with a value greater than this amount, a TA must be signed by the Technical Authority and the Contracting Authority.

Any TA that does not bear the appropriate signature(s) 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

- e. **[Applies if required by the ACF] Refusal of Task Authorizations:** The Contractor must submit a response to every draft TA sent to it by Canada and if it does not, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions.
- f. **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.
- g. **Minimum Work Guarantee**
  - i. In this clause,
    - A. **"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract (excluding GST/HST); and
    - B. **"Minimum Contract Value"** means 5% of the Maximum Contract Value on the date the contract is first issued.
  - ii. 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.
  - iii. 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.
  - iv. Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
    - A. for default;
    - B. 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
    - C. for convenience within 20 business days of Contract award

### 3. 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### a. General Conditions:

2035 (2014-09-25), 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 :**

4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information applies to and form part of the Contract.

K3002C (2008-05-12) - General Conditions – Modifications - Contractor to own IP: No Explicit License Rights for Canada

K3030C (2010-01-11) - General Conditions – Modifications - License to Material Subject to Copyright

**4. [Applies if required by the ACF] SECURITY REQUIREMENT**

**[Option 1]** The Security Requirement (SRCL and related clauses) applicable to this Contract is provided as attached at Annex C or as specified in the Availability Confirmation Form (ACF) via an SRCL Number.

**[Option 2]** The Security Requirement (SRCL and related clauses) applicable to this contract is provided as attached at Annex C or as specified in the ACF via an SRCL Number.

Additionally, resources may be assessed by the Technical Authority for the required level of security status (as such status has been specified in Annex C, elsewhere in this contract, or in the ACF that was let for this requirement) prior to commencing the Work, and from time to time throughout the Contract Period. The assessment may include a credit check. Upon request of the Technical Authority, in respect of any given resource, the Contractor must submit

(i) the current level of security clearance granted or approved by CISC/PWGSC; and

(ii) a completed signed TBS 330-23 Form - Personnel Screening Consent and Authorization (<http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>).

In the event a resource does not pass the Technical Authority's assessment, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions.

**[Option 3]** There is no PWGSC Security Requirement applicable to this Contract, however there is a Technical Authority Security Requirement. The Technical Authority may conduct its own local law enforcement checks, may conduct a security interview and fingerprinting session, may

enforce an escorting requirement on its facilities or sites, and may deny access to a facility or site based on the results of any of these actions.

Resources may be assessed by the Technical Authority for the required level of security status (as such status has been specified in Annex C, elsewhere in this contract, or in the ACF that was let for this requirement) prior to commencing the Work, and from time to time throughout the Contract Period. The assessment may include a credit check. Upon request of the Technical Authority, in respect of any given resource, the Contractor must submit a completed signed TBS 330-23 Form - Personnel Screening Consent and Authorization (<http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>).

In the event a resource does not pass the Technical Authority's assessment, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions.

## 5. 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 \_\_\_\_ year(s) later ; and
- ii. The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

- b. **[Applies if required by the ACF] Option to Extend the Contract:**

- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to \_\_\_\_ additional \_\_\_\_-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

**[Blanks above to be specified in the ACF]**

## 6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 7. AUTHORITIES

- a. **Contracting Authority [as identified in each ACF]**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Directorate: \_\_\_\_\_

Division: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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** *[To be provided at time of Contract award]* 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. **Contractor's Representative** *[as identified in the Offeror's Response to the ACF]*

## 8. PAYMENT

- a. **Basis of Payment**

*[One or more of the basis of payment options below will be specified in the ACF]*

- i. **[Option 1] Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with approved validly issued 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 \_\_\_\_, 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. **[Option 2] Professional Services provided with a Maximum Price:** For professional services requested by Canada, Canada will pay the Contractor, in arrears, up to the Maximum Price in the Contract, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex \_\_\_\_, 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: \$ \_\_\_\_\_

- iii. **[Option 3] Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the firm price set out in the

Task Authorization (based on the firm, all-inclusive per diem rates set out in Annex \_\_\_\_),  
GST/HST extra

Estimated Cost: \$ \_\_\_\_\_

- iv. **[Option 4] Professional Services provided with a Firm Price:** For professional services requested by Canada, Canada will pay the Contractor the firm price set out in the Contract (based on the firm, all-inclusive per diem rates set out in Annex \_\_\_\_), GST/HST extra

Estimated Cost: \$ \_\_\_\_\_

- v. **[Option 5] Professional Services:** For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Annex \_\_\_\_, 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: \$ \_\_\_\_\_

- vi. *[One of the two options below will apply as specified by the ACF]*

**[Option 1] Pre-Authorized Travel and Living Expenses:** Canada will reimburse the Contractor for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work and in accordance with the clause titled "Travel and Living" of the Standing Offer and which is also available at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/rfdso-sotli-eng.html>.

All payments are subject to government audit.

Estimated Cost: \$ \_\_\_\_\_

**[Option 2] Pre-Authorized Travel and Living Expenses**

Canada will not pay any travel or living expenses associated with performing the Work.

- vii. **GST/HST:** Estimated Cost: \$ \_\_\_\_\_

- viii. **Additional Charges:** The Contractor acknowledges that the Contract has been awarded as a result of a competed Standing Offer. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when responding to an ACF for the Contract.

- ix. **Professional Services Rates:** If the Contractor does not respond or refuses 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 or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

- b. **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 commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

- c. **Limitation of Expenditure:** Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any applicable GST or HST. With respect to the amount set out on page one of the Contract, Customs duties are \_\_\_\_\_ (As required by the ACF, insert "included", "excluded" or "subject to exemption") and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- i. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when
    - (A) it is 75 percent committed, or
    - (B) 2 weeks 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.
  - ii. 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.

**[One or more of the method of payment options below will be specified in the ACF]**

d. **[Option 1] Method of Payment - Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the Work delivered has been accepted by Canada.

e. **[Option 2] Method of Payment - Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.

- f. **[Option 3] Method of Payment for Task Authorizations with a f Maximum Price:** For each Task Authorization validly issued under the Contract that contains a maximum price:
- i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
  - ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.
- g. **[Option 4] Method of Payment for Task Authorizations with a Firm Price - Lump Sum Payment on Completion:** Canada will pay the Contractor upon completion and delivery of all the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if:
- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - ii. all such documents have been verified by Canada;
  - iii. the Work delivered has been accepted by Canada.
- h. **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.
- i. **[Applies if required by the ACF] Payment Credits**
- i. Failure to Provide a 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. **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 ten percent 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.
- j. **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.

## 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, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original and two copies of each invoice to the Technical Authority, and a copy to the Contracting Authority.

## 10. CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its Standing Offer and in its response to the ACF that resulted in this Contract are conditions 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 is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

## 11. APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario or as indicated in the Bidder's Standing Offer.

## 12. PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental General Conditions  
General Conditions 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- c. General Conditions 2035 (2014-09-25);
- d. Annex A, Statement of Work as attached or as specified in the ACF that was let for this requirement;
- e. Annex B, Basis of Payment as attached or as specified in the ACF that was let for this requirement;
- f. Annex C, Security Requirements Check List as attached or as specified in the ACF that was let for this requirement;
- g. **[Applies if required by the ACF]**, the signed Task Authorizations including any required Certifications;
- h. Standing Offer Number EN578-120158/xxx/EI (the "Standing Offer"); and
- i. the Contractor's ACF Response dated \_\_\_\_\_ (**insert date of ACF response**), as amended \_\_\_\_\_ (**insert date(s) of amendment(s) if applicable**).

## 13. FOREIGN NATIONALS (CANADIAN CONTRACTOR) **[This clause or the one that follows will apply]**

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

## 14. FOREIGN NATIONALS (FOREIGN CONTRACTOR)

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

## 15. INSURANCE REQUIREMENTS

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

## 16. [Applies if required by the ACF] CONTROLLED GOODS PROGRAM

SACC Manual Clause A9131C (2011-05-16) Controlled Goods Program applies to the Contract.

## 17. 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 its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(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 by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the 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 paragraph (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).

## 18. JOINT VENTURE CONTRACTOR

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 Offer]*.

With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

- a. \_\_\_\_\_ 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;
- b. 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
- c. all payments made by Canada to the representative member will act as a release by all the members.

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.

All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

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.

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 Offerors: This Article will be deleted if the offeror awarded the Call-up is not a joint venture. If the offeror is a joint venture this clause will be completed with the data provided in its ACF Response.*

## 19. PROFESSIONAL SERVICES - GENERAL

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Article titled "Replacement of Specific Individuals" is deleted and the following applies instead:

### Replacement of Specific Individuals

- i. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
  - A. the name, qualifications and experience of a proposed replacement immediately available for work; and
  - B. security information on the proposed replacement as specified by Canada, if applicable.Any assessment of the information provided will occur as per (ii) (B) below.
- ii. Subject to an Excusable Delay, where Canada becomes aware that an individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:
  - A. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor", or
  - B. assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require the Contractor to propose another replacement within five working days' notice.Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
- iii. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

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

**20. [Applies if required by the ACF - *the computer programs must be listed in an Annex to the ACF*]  
PROFESSIONAL SERVICES FOR PRE-EXISTING SOFTWARE**

- a. **Pre-Existing Software:** The "Pre-Existing Software" consists of the computer programs listed in Annex \_\_\_\_\_, which are either proprietary to Canada or licensed to Canada by a third party, in respect of which Canada requires certain professional services.
- b. **No Software Development:** The Contractor is not required to develop, program or provide additional software code related to the Pre-Existing Software as part of the Work performed under the Contract.
- c. **Title:** Except as otherwise specifically provided in these Articles of Agreement, title to the Pre-Existing Software will be unaffected by the performance of the Services for Pre-Existing Software and, to the extent that the Pre-Existing Software is subject to a license for use from a third party, its use will remain subject to the conditions of Canada's license.
- d. **Access:** Canada will provide to the Contractor any information regarding any passwords, authorization codes or similar information that might be necessary to perform the Software Services, provided that in doing so Canada is not in default of any obligations regarding the use of the Pre-Existing Software. The Contractor agrees that it is a term of the Contract that it will not disclose or distribute any part of the Pre-Existing Software to any other person or entity or otherwise violate the proprietary rights of the owner of the Pre-Existing Software.

**21. SAFEGUARDING ELECTRONIC MEDIA**

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

**22. REPRESENTATIONS AND WARRANTIES**

The Contractor made statements regarding its and its proposed resources' experience and expertise in its ACF response that resulted in the award of the Contract and if applicable the issuance of Task Authorizations (TAs). The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and if applicable 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.

**23. ACCESS TO CANADA'S PROPERTY AND FACILITIES**

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

## **24. TRANSITION SERVICES AT END OF CONTRACT PERIOD**

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

## **25. 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:

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;

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

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.

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 five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.

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 TO COMPONENT III  
REQUIREMENTS FOR SERVICES – STANDING OFFER**


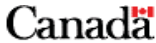
A full list of TBIPS Categories and descriptions is available at:  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>

**ANNEX B TO COMPONENT III:  
GENERIC SECURITY REQUIREMENTS CHECKLISTS (SRCLs)**

The list and details of the 31 pre-approved SRCL's for professional services is available for download from the CPSS website: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html>

**ANNEX C TO COMPONENT III - STANDING OFFER**  
**QUARTERLY USAGE REPORT**

Suppliers will be sent, via email, the most recent Quarterly Usage Report template thirty (30) calendar days prior to the end of each reporting period.

	<b>Public Works and Government Services Canada</b>	<b>Travaux publics et Services gouvernementaux Canada</b>	
ANNEX D TO COMPONENT III - CLIENT SATISFACTION FORM			
SO# or SA#:		Call-up# / Contract# :	
<b>Professional Services</b> <b>Method of Supply</b>		<input type="checkbox"/> TBIPS SO <input type="checkbox"/> TSPS SO <input type="checkbox"/> Learning Services SO <input type="checkbox"/> ProServices <input type="checkbox"/> TBIPS SA <input type="checkbox"/> TSPS SA-Task <input type="checkbox"/> Learning Services SA <input type="checkbox"/> Other <input type="checkbox"/> SBIPS SA <input type="checkbox"/> TSPS SA-Solution <input type="checkbox"/> PASS SA    Specify _____	
Contractor's Name:		Award Amt:	Award Date:
Contractor's Address:		Amend Amt:	End Date:
		Total Spent:	
		TA Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Description of Work:		Amendment History:	
Client Department:			
<b>Technical Authority</b> Name: Telephone #: e-mail:		<b>Client Contracting Authority</b> Name: Telephone #: e-mail:	
		<b>PWGSC Contracting Authority (if applicable)</b> Name: Telephone #: e-mail:	
<b>1. How do you rate the Contractor's overall performance?</b> <input type="checkbox"/> below expectations <input type="checkbox"/> as expected <input type="checkbox"/> above expectations			
<b>2. Resources</b> a. Did the Contractor provide the resource(s) as identified in their Proposal? <input type="checkbox"/> Yes <input type="checkbox"/> No b. Did the Contractor's resource(s) conduct their work in a professional manner? <input type="checkbox"/> Yes <input type="checkbox"/> No c. Were replacement resources required? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>3. Replacement Resources</b> a. Did the Contractor request to replace the resource(s) immediately after Contract Award? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA b. Did the Client request to replace the resource(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA c. Did the Replacement Resources meet the requirements of the RFP or ACF? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA d. How many times were the Contractor's resources replaced? _____ times			
<b>4. Was the Contract completed within the predetermined:</b> a. Time Estimate? <input type="checkbox"/> Yes <input type="checkbox"/> No b. Cost Estimate? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>5. Were the required Reports and Deliverables:</b> a. In conformity with the Scope & Tasks of the SOW <input type="checkbox"/> Yes <input type="checkbox"/> No b. Received in the specified time frame? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>6. Contract Management</b> a. Did the Contractor deal with performance issues in a timely basis? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA b. Did the Contractor submit the invoices in accordance with the Invoicing Instructions? <input type="checkbox"/> Yes <input type="checkbox"/> No c. Did the Contractor submit the invoices in accordance with the Basis of Payment? <input type="checkbox"/> Yes <input type="checkbox"/> No d. Did the Contractor submit the invoices in accordance with the Method of Payment? <input type="checkbox"/> Yes <input type="checkbox"/> No e. Did the Contractor respond to every TA Request? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA f. Did the Contractor properly respond to every TA Request? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA			
<b>7. Remarks</b>           			

**ANNEX E TO COMPONENT III – STANDING OFFER  
QUALIFIED CATEGORIES AND RATES**

Annex E to Component III will be attached to the TBIPS Standing Offer upon award.

**ANNEX F TO COMPONENT III**  
**Availability Confirmation Form**  
**for**  
**Call-ups Against a Standing Offer**  
**for**  
**Task Based Informatics Professional Services (TBIPS)**  
**required by**  
**[Insert Department or Agency]**

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

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

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

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

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

<b>B REQUIREMENT SUMMARY</b>				
<b>1. Statement of Work (SOW)</b>				
<p>[Choose one of the following two options]</p> <p><b>[OPTION 1] SEE ATTACHED SOW PROVIDED</b> [attach document]</p> <p><b>[OPTION 2 – Complete information in space provided]</b></p> <p><b>1.1 BACKGROUND</b> [details]</p> <p><b>1.2 SCOPE OF WORK</b> [insert details, including any reporting requirements]</p> <p><b>1.3 TECHNICAL ENVIRONMENT</b> [details]</p> <p><b>1.4 DELIVERABLES</b> [details]</p>				
<b>2. Payments</b>				
<b>2a. Basis of Payment</b>				
<p><input type="checkbox"/> Professional Services provided under a TA with a Maximum Price of \$ _____</p> <p><input type="checkbox"/> Professional Services provided with a Maximum Price of \$ _____</p> <p><input type="checkbox"/> Professional Services provided under a TA with a Firm Price</p> <p><input type="checkbox"/> Professional Services provided with a Firm Price</p> <p><input type="checkbox"/> Professional Services provided</p>				
<b>2b. Method of Payment</b>		<b>2c. Payment Credits sub article applies</b>		
<p><input type="checkbox"/> Single Payment</p> <p><input type="checkbox"/> Monthly Payment</p> <p><input type="checkbox"/> TA with a Maximum Price</p> <p><input type="checkbox"/> TA with a Firm Price –Lump Sum</p>		<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>		
<b>2d. Pre Authorized Travel and Living Expenses</b>				
<p><input type="checkbox"/> Canada will reimburse</p> <p><input type="checkbox"/> Canada will not reimburse</p>				
<b>2e. In the sub article Limitation of Expenditure - Customs Duties are</b>				
<p><input type="checkbox"/> included</p> <p><input type="checkbox"/> excluded</p> <p><input type="checkbox"/> subject to exemption</p>				
<b>3. Contract Period</b>				
<b>a. Contract Period</b>	<b>From:</b>	<b>[YYYY-MM-DD]</b>	<b>To:</b>	<b>[YYYY-MM-DD]</b>
<p><b>Option to Extend the Contract</b></p> <p>[Fill in blanks if applicable]</p>	<p>The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to ____ additional ____-[week/month/year] period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.</p> <p>Canada may exercise this option at any time by sending a written notice to the Contractor at least ____ calendar days before the expiry date of the Contract. The option may only be exercised by the Call-Up Authority and must be evidenced through a contract amendment.</p>			
<b>4. Categories Required in accordance with the Standing Offer Annex A:</b>				

Category	Level of Expertise	Language Requirement [if bilingual is required, both will be checked off]	Security Requirement for Category	Estimated Level of Effort [must be determined by Identified User at ACF issuance]	Number of Resources
[Name of Category will be inserted]		<input type="checkbox"/> French <input type="checkbox"/> English			
[Rows will be inserted as required]		<input type="checkbox"/> French <input type="checkbox"/> English			
<b>5. Work Location</b>	Contractor's location: <input type="checkbox"/> Other <input type="checkbox"/> (specify):				
<b>6. Indicate Region or Metropolitan Area</b>	[Insert Region(s) or Metropolitan Area(s)]				
<b>7. Travel Requirements</b>					
<b>8. Security Requirement</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>				
Article "Security Requirement" Option that applies: <b>OPTION 1</b> <input type="checkbox"/> <b>OPTION 2</b> <input type="checkbox"/> <b>OPTION 3</b> <input type="checkbox"/>					
<b>Common Professional Services SRCL applies:</b>	Common PS SRCL # [Select between 1 & 31] as defined by <a href="http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html">http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/31-eng.html</a> is being used for this requirement.  This SRCL requirement must be met before a call-up is issued.				

## C OFFEROR'S RESPONSE INFORMATION

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

### 1. Offeror's signature and contact information:

Name of Offeror: \_\_\_\_\_  
Name of Authorized Signatory of Offeror \_\_\_\_\_  
Title of Authorized Signatory of Offeror \_\_\_\_\_

Signature of Offeror \_\_\_\_\_  
Date of Signature of Offeror \_\_\_\_\_

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

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### 2. Certification: Education and Experience

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

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

**Security Information:** [Offeror to insert data]

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

Date of birth – **OPTIONAL**

Level of security clearance obtained – **MANDATORY**

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

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

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

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

**5. The Offeror's resources for this requirement are as follows (Columns D, E and F will be completed by Contracting Authority prior to the Task Authorization form being validly issued):**  
[Remove the tables that are not applicable]

**CONTRACT PERIOD:**

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

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

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