

**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
Quebec
K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT

Title - Sujet TBIPS PROF SERVICES - AIT PROJECT	
Solicitation No. - N° de l'invitation W6381-150009/A	Date 2015-02-20
Client Reference No. - N° de référence du client W6381-150009	
GETS Reference No. - N° de référence de SEAG PW-\$\$XT-001-28504	
File No. - N° de dossier 001xt.W6381-150009	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-03-16	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: O'Sullivan, Patrick	Buyer Id - Id de l'acheteur 001xt
Telephone No. - N° de téléphone (819) 956-3829 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Information Mgmt/Info Tech Projects Div II/Division des
projets de Gestion de l'Information/Technologie de
l'Information II
Portage III 12C1 - 11 Laurier St
Portage III 12C1 - 11, rue Laurier
Gatineau
Quebec
K1A 0S5

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

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W6381-150009/A

Amd. No. - N° de la modif.

File No. - N° du dossier

001xtW6381-150009

Buyer ID - Id de l'acheteur

001xt

CCC No./N° CCC - FMS No/ N° VME

W6381-150009

See Request For Proposal herein

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

**FOR 1 LEVEL 3 ENTERPRISE ARCHITECT AND
1 LEVEL 2 DATABASE MODELLER / IM MODELLER
FOR THE DEPARTMENT OF NATIONAL DEFENCE**

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List of Annexes to the Resulting Contract:

Annex A	Statement of Work Appendix A to Annex A - Task Authorization (TA) Form (DND 626) Appendix B to Annex A - Non-Disclosure
Annex B	Basis of Payment
Annex C	Security Requirements Check List (SRCL)

List of Attachments:

Solicitation No. - N° de l'invitation W6381-150009/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 001xt
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- Attachment 1 Bid Submission Form
- Attachment 2 Bidder's Response Template for the Technical Evaluation
- Attachment 3 Bidder's Response Template for Firm All Inclusive Per Diem Rates
- Attachment 4 Federal Contractors Program For Employment Equity - Certification

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PART 1 - GENERAL INFORMATION

1.1 Introduction

This document states terms and conditions that apply to bid solicitation # W6381-150009/A. It is divided into seven parts plus annexes and, attachments as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions : provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work and its appendices, the Basis of Payment and the Security Requirements Check list.

The attachments include the Bid Submission Form, the Bidder's Response Template for the Technical Evaluation, the Bidder's Response Template for Firm All Inclusive Per Diem Rates and the Federal Contractors Program for Employment Equity - Certification.

1.2 Summary

- a. This bid solicitation is being issued to satisfy the requirement of the Department of National Defence for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- b. It is intended to result in the award of one contract for two years, plus three one-year irrevocable options allowing Canada to extend the term of the contract(s).
- c. There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- d. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CColFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- e. This procurement is subject to the Controlled Goods Program.

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- f. Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the National Capital Region under the EN578-055605/E series of SAs are eligible to compete. The TBIPS SA EN578-055605/E is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.
- g. SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-055605/E as that joint venture at the time of bid closing in order to submit a bid.
- h. The Resource Categories described below are required on an as and when requested basis in accordance Annex "A" of the TBIPS SA:

Resource Category	Level of Expertise	Estimated Number of Resources Required	Estimated Level of Effort (LOE): Initial 2 Year Contract Period	Estimated Level of Effort (LOE): Option year 1	Estimated Level of Effort (LOE): Option year 2	Estimated Level of Effort (LOE): Option year 3
Enterprise Architect	3	1	440 days	220 days	220 days	220 days
Database Modeller / IM Modeller	2	1	440 days	220 days	220 days	220 days

1.3 Debriefings

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

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PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).
- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- c. The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation, with the following modifications: with Subsection 5.4 amended by deleting "sixty (60) days" and inserting "180 days". If there is a conflict between the provisions of 2003 and this document, this document prevails.

The text under subsections 4 and 5 of Section 01 - Integrity Provisions of 2003 referenced above is replaced by:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).

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

5. The Bidder must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.

2.2 Submission of Bids

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

2.3 Former Public Servant

a. Information Required

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

b. Definitions

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

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

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

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

c. Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

name of former public servant;

date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental web sites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

d. Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

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- a. All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 Applicable Laws

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

Note to Bidders: A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their bid submission.

2.6 Improvement of Requirement During Solicitation Period

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

2.7 Volumetric Data

The estimated number of resources and the estimated level of effort data have been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.

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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- a. **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows :
- i. Section I: Technical Bid (4 hard copies and 1 soft copy on USB)
 - ii. Section II: Financial Bid (1 hard copy and 1 soft copy on USB)
 - iii. Section III: Certifications not included in the Technical Bid (2 hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

- b. **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid :
- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - ii. use a numbering system that corresponds to the bid solicitation;
 - iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
 - iv. Include a table of contents.
- c. **Canada's Policy on Green Procurement:** The 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 \(http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders are encouraged to :
- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
 - ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

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

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

e. Joint Venture Experience:

Where the Bidder is a joint venture and has existing experience as that joint venture (where the members of the joint venture are identical to those forming the Bidder), it may submit experience that it has obtained as that joint venture.

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

Example 1: A bidder is a joint venture consisting of members L and M. If a bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and M), the bidder has previously done this work. This bidder can use this experience to meet the requirement (even if neither L nor M has met this experience requirement on its own). If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture bidding.

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

Example 3: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting any one of:

contracts all signed by A, or

contracts all signed by B, or

contracts all signed by A and B in joint venture

that show in total 100 billable days. However, for this single requirement, the bidder cannot submit contracts signed by A, B and C in joint venture, or pool together contracts signed by A alone and B

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alone, to satisfy the requirement of 100 billable days. Such a response would be declared non-responsive.

3.2 Section I: Technical Bid

The technical bid consists of the following:

- i. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment 1 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- ii. **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

<p><u>SECURITY INFORMATION:</u></p> <p>Name of individual as it appears on security clearance application form: _____</p> <p>Level of security clearance obtained: _____</p> <p>Validity period of security clearance obtained: _____</p> <p>Security Screening Certificate and Briefing Form file number: _____</p>

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

- iii. **Substantiation of Technical Compliance:**
The technical bid must substantiate the compliance with the specific articles of Attachment 2, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 2, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- iv. **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Attachment 2. The technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.

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- B. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
 - C. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and contract period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity.
 - D. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
 - E. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - F. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
- v. **Customer Reference Contact Information:** The Bidder must provide customer references who must each confirm, if requested by Canada, the facts identified in the Bidder's bid, as required by Attachment 2. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

3.3 Section II: Financial Bid

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Bidder's Response Template for Firm All Inclusive Per Diem Rates provided in Attachment 3 of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.

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- b. **Variation in Resource Rates By Time Period:** For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
- i. the rate bid must not increase by more than 5.0% from one time period to the next and
 - ii. the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- c. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- d. **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5 that have not been included in the technical bid.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a. Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation:
 - i. **Requests for Clarifications** : If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Requests for Further Information**: If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - A. verify any or all information provided by the Bidder in its bid; or
 - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

The Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority
 - iii. **Extension of Time**: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

- a. **Mandatory Technical Criteria** :

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The mandatory evaluation criteria are described in Attachment 2- Bidder's Response Templates for the Technical Evaluation.
- b. **Point-Rated Technical Criteria** :

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated

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accordingly. The rated requirements are described in Attachment 2 - Bidder's Response Templates for the Technical Evaluation.

c. Reference Checks :

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

4.3 Financial Evaluation

- a. The financial evaluation will be conducted using the firm per diem rates provided by the responsive bid(s).
- b. There are two possible financial evaluation methods for this requirement. The first method will be used if three or more bids are determined responsive (see 4.3(c) Financial Evaluation - Method A below). The second method will be used if fewer than three bids are determined responsive (see 4.3 (d) Financial Evaluation - Method B below).
- c. **Financial Evaluation - Method A:** The following financial evaluation method will be used if three or more bids are determined responsive:
 - i. **Financial Calculation:** The financial evaluation will be conducted using the pricing tables completed by the bidders and the Firm Per Diem Median Rate Evaluation Method explained below. A financial calculation will occur for each Bidder by multiplying its firm per diem rates for the Initial Contract Period and the option period(s) (or the

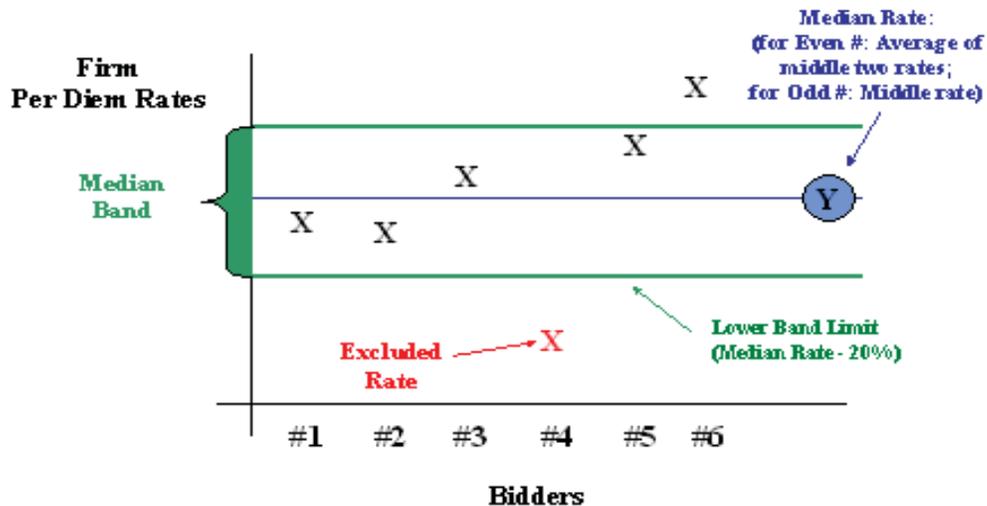
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Lower Median Band Limit, whichever is higher) with the estimated number of days of work for each period, for all the Resource Categories stated in Attachment 3 - Bidder's Response Template for Firm All Inclusive Per Diem Rates. The sum of such rates will constitute the Financial Evaluated Price for that Bidder.

ii. **Firm Per Diem Median Rate Evaluation**

- A. **Use:** The firm per diem rate median calculation will apply to modify the rate to be assessed in the financial evaluation of a Bidder, where that Bidder submits a firm per diem rate for a resource category that is lower than the Lower Median Band Limit as calculated below. The firm per diem median rate calculation is for evaluation purposes only, and the actual submitted per diem rate will be used in any resulting contract in all instances.
- B. **Calculation for both the Initial Contract Period and the Option Period medians:** Using the per diem rate proposed for each individual resource category a median rate will be determined for each Resource Category. A median will be used to calculate a median band against which each Bidder's per diem rate will be established for the Initial Contract Period, and another median will be established for each of the option period(s). For each Resource Category, the median band will be calculated using the median function in Microsoft Excel and will represent a range that encompasses the median rate to a value of minus (-) 20% of the median. The Lower Median Band Limit for each Resource Category is set at 80% of the median. If a Bidder bids a firm per diem rate for a Resource Category that is lower than the Lower Median Band Limit, that Bidder's financial evaluation will be conducted using a per diem rate equal to the Lower Median Band Limit for that Resource Category.
- C. **Example:** The following diagram is a representation of the calculation of the median band for a single Resource Category. This diagram identifies the median band and the included and excluded resource per diem rates.

Resource Category Median Band Determination (Even Number of Bidders)



In this example Resource Category using the firm per diem median rate calculation approach, if the median rate identified as (Y) is \$591.50, then the median band limit would be minus (-) 20% of \$591.50, or \$473.20. The figure \$473.20 would be the Lower Median Band Limit for this Resource Category.

If a Bidder quotes a firm per diem rate for this Resource Category that is lower than \$473.20, the per diem rate of \$473.20 will be used to evaluate that Bidder's bid for this Resource Category.

If that Bidder quoted a firm per diem rate of \$400.00 for that Resource Category, and it is determined to be the winning Contractor, the firm per diem rate of \$400.00 which was quoted originally by the Bidder will be included in the resulting contract.

- d. **Financial Evaluation - Method B:** The following financial evaluation method will be used if less than three bids are determined responsive.
 - i. **Financial Calculation:** The financial evaluation will be conducted using the pricing tables completed by the Bidders. A financial calculation will occur for each Bidder by multiplying its firm per diem rates for the Initial Contract period and the option period(s) with the estimated number of days of work for each period, for all the Resource Categories stated in Attachment 3 - Bidder's Response Template for Firm All Inclusive Per Diem Rates. The sum of such rates will constitute the Financial Evaluated Price for that Bidder.
- e. **Substantiation of Professional Services:** In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 20% lower than

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the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the following information is required:

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

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

4.4 Basis of Selection

- a. A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria and required pass marks for the point rated criteria identified in this bid solicitation to be declared responsive.
- b. The responsive bid that obtains the highest Total Bidder Score will be recommended for award of a contract. For any given Bidder, the greatest possible Total Technical Score is 60 while the greatest possible Total Financial Score is 40.
 - i. **Calculation of Technical Score:** The Technical Score will be computed for each responsive bid by adding the Bidder's Scores obtained for the point-rates technical criteria using the following formula rounded to two decimals:

$$\text{Bidder's Score (A)} + \text{Bidder's Score (B)} = \text{Technical Score}$$

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- ii. **Calculation of the Total Technical Score:** The Total Technical Score will be computed for each responsive bid by converting the Technical Score obtained for the point-rated technical criteria using the following formula rounded to two decimal places:

$$\frac{\text{Technical Score}}{\text{Total Maximum Technical Points}} \times 60 = \text{Total Technical Score}$$

(30+25 = 55, refer to Attachment 2)

- iii. **Calculation of the Total Financial Score:** The Total Financial Score will be computed for each responsive bid by converting the Financial Evaluated Price obtained from the financial evaluation using the following formula rounded to two decimal places:

$$\frac{\text{Lowest Financial Evaluated Price}}{\text{The Bidder's Financial Evaluated Price}} \times 40 = \text{Total Financial Score}$$

- iv. **Calculation of the Total Bidder Score:** The Total Bidder Score will be computed for each responsive bid in accordance with the following formula:

$$\text{Total Technical Score} + \text{Total Financial Score} = \text{Total Bidder Score}$$

- c. In the event of identical Total Bidder Scores, then the bid with the highest Total Technical Score will become the top-ranked bidder.

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PART 5 - CERTIFICATIONS

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

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

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

5.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed attachment Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed attachment Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2 Professional Services Resources

- a. By submitting a bid, the Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.

For a contract(s) estimated at \$400K or less ONLY, the following applies:

- i. Following verification from the Contract Authority, should the resulting Contract be awarded within 30 days from the solicitation closing date, the proposed resource must be available to perform the services in accordance with the Contract. If during the verification, the proposed resource is no longer available, the next ranked compliant bidder will be awarded the Contract.
- ii. Should the resulting Contract not be awarded within 30 days from the solicitation closing date, and the proposed resource is no longer available to perform the services

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due to circumstances beyond the control of the bidder, that bidder will have an opportunity to replace the resource with a replacement of equivalent or higher qualifications and experience as determined by the solicitation's evaluation criteria.

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

5.3 Certification of Language - English Essential

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

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PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- a. At the date of bid closing, the following conditions must be met :
 - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
 - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- b. For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document on the Departmental Standard Procurement Documents Website.
- c. In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

6.2 Financial Capability

- a. SACC Manual clause A9033T (2012-07-16) Financial Capability applies except that subsection 3 is deleted and replaced with the following :

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

6.3 Controlled Goods Requirement

- a. SACC Manual clause A9130T (2014-04-26) Controlled Goods Program
- b. In the case of a joint venture bidder, each member of the joint venture must meet the requirements of the Controlled Goods Program.

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PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- a. [_____] (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s):** Under the Contract, the "**Client**" is _____.
- c. **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. 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.
- e. **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).

7.2 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.
- b. **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority, within 2 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- c. **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:** To be validly issued, a TA must include the following signature(s):

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- A. for any TA with a value less than or equal to \$100,000.00 (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.
 - C. 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.
- d. **Administration of Task Authorization Process for DND:** The administration of the Task Authorization process will be carried out by DGMSSC/DBM. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.
- e. **Periodic Usage Reports:**
- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
 - ii. The quarterly periods are defined as follows:
 - A. April 1 to June 30;
 - B. July 1 to September 30;
 - C. October 1 to December 31; and
 - D. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 20 calendar days after the end of the reporting period.
 - iii. Each report must contain the following information for each validly issued TA (as amended) :
 - A. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
 - B. a title or a brief description of the task;
 - C. the name, Resource category and level of each resource involved in performing the TA, as applicable;
 - D. the total estimated cost specified in the TA (Applicable Taxes extra);

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- E. the total amount (Applicable Taxes 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 (Applicable Taxes 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, Applicable Taxes extra, expended to date against all validly issued TA's.
- 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.

7.3 Minimum Work Guarantee

- a. In this clause,
 - i. "**Maximum Contract Value**" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding 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.

7.4 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

- a. **General Conditions :**

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2035 (2014-09-25), 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:

4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground In-formation.

7.5 Non-Disclosure Agreement

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

7.6 Security Requirement

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.

PWGSC FILE # Common PS SRCL #27

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

7.7 Contract Period

- a. **Contract Period** : The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends 2 years later ; and
 - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract** :
 - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three additional one year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

7.8 Authorities

- a. **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Patrick O'Sullivan

Title: Supply Team Leader

Organization: Public Works and Government Services Canada

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Acquisition Branch

Services and Technology Acquisitions Management Sector

Special Procurement Initiatives Directorate

Information Management / Information Technology Projects Division II

Address: 11 Laurier Street, Gatineau, Quebec

Telephone: 819-956-3829

E-mail address: patrick.o'sullivan@tpsgc-pwgsc.gc.ca

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

b. Technical Authority

The Technical Authority for the Contract is:

Name: [_____]

Title: [_____]

Organization: [_____]

Address: [_____]

Telephone: [_____]

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

Name: [_____]

Title: [_____]

Organization: [_____]

Address: [_____]

Telephone: [_____]

E-mail address: [_____]

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

7.9 Payment

a. Basis of Payment

- i. **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 B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- ii. **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 outside the National Capital Area, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit. The Contractor will not be able to charge for time spent travelling at the per diem rates set out in the Contract.
- iii. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- iv. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more 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.
- v. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitments 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 for all authorized Task Authorizations (TA's), inclusive of any revisions, must not exceed the amount set out on page one of the Contract, Customs duties are included and Applicable Taxes are extra.
- ii. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing by the Contracting Authority.

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- iii. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - A. when it is 75 percent committed, or
 - B. 4 months before the Contract expiry date, or
 - C. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TA's inclusive of any revisions,

whichever comes first.
 - iv. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.
 - c. **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.
 - d. **Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.
 - e. **Payment Credits**
 - i. **Failure to Provide Resource:**
 - A. If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
 - B. **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any twelve-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
 - C. **Termination for Failure to Meet Minimum Availability Level** : In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by

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

7.10 Invoicing Instructions

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- 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. 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.

7.11 Certifications

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

7.12 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 ESDC-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 ESDC will constitute the Contractor in default as per the terms of the Contract.

7.13 Applicable Laws

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

7.14 Priority of Documents

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- c. General Conditions 2035 (2014-09-25);
- d. Annex A, Statement of Work ;
 - (i) Appendix A to Annex A - Task Authorization (TA) Form (DND 626);
 - (ii) Appendix B to Annex A - Non-Disclosure
- e. Annex B, Basis of Payment;

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- f. Annex C, Security Requirements Check List;
- g. Supply Arrangement Number EN578-055605/xxx/EI (the "Supply Arrangement")
- h. the Contractor's bid dated _____.

7.15 Foreign Nationals (Canadian Contractor)

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

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

7.16 Foreign Nationals (Foreign Contractor)

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

7.17 Insurance Requirements

a. Compliance with Insurance Requirements

- i. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- ii. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- iii. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

b. Commercial General Liability Insurance

- i. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- ii. The Commercial General Liability policy must include the following:
 - A. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

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- B. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- C. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- D. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- E. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- F. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- G. Employees and, if applicable, Volunteers must be included as Additional Insured.
- H. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- I. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- J. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- K. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- L. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- M. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

c. Errors and Omissions Liability Insurance

- i. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000.00 per loss and in the annual aggregate, inclusive of defence costs.
- ii. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- iii. The following endorsement must be included:

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

7.18 Controlled Goods Program

SACC Manual Clause A9131C (2014-06-26) Controlled Goods Program

7.19 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

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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.

7.20 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

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

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

7.21 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 the score 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:

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- 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) (1) 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 meets or exceeds 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 (2)(a) above, or require another replacement in accordance with this subarticle (c).
3. Where an Excusable Delay applies, Canada may require (c) (2) (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. 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.

7.22 Safeguarding Electronic Media

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

7.23 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.

7.24 Access to Canada's Property and Facilities

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

7.25 Identification Protocol Responsibilities

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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.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

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ANNEX A

STATEMENT OF WORK

1. TITLE

Professional Services for the Automatic Identification Technology (AIT) Project

2. BACKGROUND

- 2.1. Directorate Materiel Systems Plans Requirements (DMSPR) acts as the central gateway for processing Materiel Acquisition & Support (MA&S) business requirements that are generated from deficiencies in MA&S capability.
- 2.2. Its Mission is to manage materiel business requirements, accomplished through the generation of strategic plans for the development of integrated requirements and the coordinated support of their implementation. DMSPR represents and coordinates the functional requirements related to MA&S processes with the appropriate stakeholders. This cooperative approach and functional direction of MA&S business requirements will ensure consistent and supported requirements management processes including:
 - 2.2.1. Alignment of MA&S requirements to business priorities;
 - 2.2.2. Coordination of mapping to approved business processes;
 - 2.2.3. Central coordination of requirements planning; and
 - 2.2.4. Traceability to business plans, strategic plans, and MA&S processes and systems.
- 2.3. The (AIT) Project will support the overall business transformation and optimization of the Department of National Defence and Canadian Armed Forces (DND/CAF) Supply Chain with an automated data collection capacity to develop, implement and maintain an adaptive Total Asset Visibility capability. This initiative is further intending to modernize the Defence Global Supply Chain with industry standard Supply Chain Methodologies (SCM) where feasible. The implementation of AIT will support the re-engineering of Defense Global Supply Chain in the areas of domestic operations, expeditionary operations, engineering and maintenance, transportation fleet management and traffic and movement.
- 2.4. AIT may also be known in industry as Automatic Identification and Data Capture (AIDC). Technologies typically considered as part of AIDC include bar codes, Radio Frequency Identification (RFID), biometrics, magnetic stripes, Optical Character Recognition (OCR), smart cards, Global Positioning Systems (GPS), and voice recognition.

3. REQUIREMENTS

- 3.1. The DND and the DMSPR AIT Team anticipates rolling out a multiphase project over several years. The initial requirement is for professional services of one (1) Level 3 Enterprise Architect and one (1) Level 2 Database Modeller/IM Modeller from the Task Based Informatics Professional Services (TBIPS) Supply Arrangement. During the initial phase the Enterprise Architect and Database Modeller / IM Modeller will assist DND and the DMSPR AIT Team in shaping requirements of anticipated upcoming solicitations. These professional services will be initiated through Task Authorizations (TAs) on an "as and when requested" basis. The Enterprise Architect must provide enterprise architectural support and the Database Modeller / IM Modeller must provide database modelling support for all AIT capability (Hardware, Software, Host System Software, and Network) presently in use in the DND as well as that contemplated for use.

4. SCOPE

- 4.1. Professional Services Resource Requirements

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- 4.2. The Contractor's Resource(s) must provide on an "as and when requested" basis, professional services resources in the following TBIPS Categories of Personnel:

Category of Personnel	Level of Expertise	Language Profile	Security Profile
Enterprise Architect	3	English	Top Secret
Database Modeller / IM Modeller	2	English	Secret

- 4.3. Summary of the Work:

- 4.3.1. The Level 3 Enterprise Architect must develop technical architectures, frameworks, and strategies as part of the AIT team. Responsibilities of the Enterprise Architect include proposing a business architecture and technologies migration strategy, As-Is and To-Be documentation and providing on-going advice to the project on Information and Communication Technology (ICT) trends and emerging technologies and the impact on the organization's and government ICT architectures and business strategies.
- 4.3.2. The Level 2 Database Modeller / IM Modeller must develop and maintain the Data Models for corporate and AIT project specific initiatives. Responsibilities of the Database Modeller / IM Modeller include the identification of data most valuable to the department, the integration of the data, the development of core relating data models, As-Is and To-Be documentation, and provide advice to the project on data issues, analysis and modeling.

5. TASKS

- 5.1. The responsibilities of the Level 3 Enterprise Architect could include but are not limited to:
- 5.1.1. Develop technical architectures, frameworks, and strategies for AIT use in the DND to meet business and application requirements, complying with DND Architecture Framework guidelines;
 - 5.1.2. Identify the policies and requirements that are applicable to the construction, use, and support of various AIT capabilities to be used both domestically and abroad;
 - 5.1.3. Investigate, analyze, and evaluate alternative technology solutions to meet business problems;
 - 5.1.4. Ensure the integration of all aspects of technology solutions;
 - 5.1.5. Monitor industry trends to ensure that solutions fit with government and industry directions for AIT and related technology;
 - 5.1.6. Provide the AIT Team with information, direction, and support for emerging technologies;
 - 5.1.7. Perform impact analysis of technology changes;
 - 5.1.8. Provide support to applications and/or technical support teams in the proper application of existing infrastructure;
 - 5.1.9. Transform business requirements into functional and technical specifications;
 - 5.1.10. Review application and program design or technical infrastructure design to ensure adherence to standards and to recommend performance improvements;
 - 5.1.11. Support the configuration, installation, optimization, monitoring, and troubleshooting of technology (including hardware, software, networking equipment, and radio frequency equipment) both currently in use and contemplated for use;
 - 5.1.12. Support the testing, evaluation, and prototyping of various AIT solutions;
 - 5.1.13. Review and validate proposed solution options for compliance to the enterprise architecture model;

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- 5.1.14. Maintain the current architectural plan;
 - 5.1.15. Maintain the planned architectural plan; and
 - 5.1.16. Attend all relevant departmental configuration management and/or change control boards.
- 5.2. The responsibilities of the Level 2 Database Modeller / IM Modeller could include but are not limited to:
- 5.2.1. Conduct research and development of technology solutions in support of national and corporate DND databases and Data Base Management Systems (DBMS);
 - 5.2.2. The Database Modeller / IM Modeller has both strategic and tactical responsibility for developing and maintaining the Architecture and Data Models for corporate and project specific initiatives. This responsibility includes the identification of data most valuable to the department, the integration of this data, and the development of core relating data models. The resulting data models will be based on data architecture and modeling design principles and tenets as well as existing architecture and principles adopted by the project;
 - 5.2.3. Design, develop and maintain Logical Data Models, including associated metadata;
 - 5.2.4. Analyze proposed changes to databases from the context of the Logical Data Models;
 - 5.2.5. Provide technical expertise in the use and optimization of data modeling techniques to team members;
 - 5.2.6. Provide technical assistance, guidance and direction in terms of data analysis, data conversion, data modeling, and data migration to team members;
 - 5.2.7. Provide assistance to project team and business users relating to data issues and data analysis concepts;
 - 5.2.8. Participate in the development of data modeling and metadata policies and procedures;
 - 5.2.9. Participate in data analysis as a result of new/updated requirements;
 - 5.2.10. Apply approved changes to logical data models;
 - 5.2.11. Comply with corporate data architectures, strategies and frameworks, including enterprise data warehouse activities;
 - 5.2.12. Comply with corporate Business Intelligence tools and processes;
 - 5.2.13. Analyze and evaluate alternative data architecture solutions to meet business problems/requirements to be incorporated into the corporate data architecture;
 - 5.2.14. Review corporate architecture strategies and directions, data requirements, and business information needs and devise data structures to support them;
 - 5.2.15. Improve modeling efficiency through recommendations on how to better utilize current metadata repositories;
 - 5.2.16. Comply with corporate repository metadata directions;
 - 5.2.17. Provide input to refinement of data architectures;
 - 5.2.18. Participate in data architecture refinement;
 - 5.2.19. Define access strategies;
 - 5.2.20. Provide support for:
 - 5.2.20.1.1. Database management strategy documentation;
 - 5.2.20.1.2. Database emergency support documentation;
 - 5.2.20.1.3. Database migration documentation; and
 - 5.2.20.1.4. Database problem resolution documentation;
 - 5.2.21. Construct, monitor and report on work plans and schedules.

6. DELIVERABLES

- 6.1. The Level 3 Enterprise Architect's deliverables include but are not limited to the following:
 - 6.1.1. Current state architectural relationship diagram of information systems and business areas;
 - 6.1.2. Planned solution architectural relationship diagram of information systems and business areas;

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- 6.1.3. Enterprise architecture model;
 - 6.1.4. Ad hoc status summary resulting from participation or involvement in various meetings or other events;
 - 6.1.5. Various reports, plans, work breakdown structures, schedules, and other related documents;
 - 6.1.6. Assessment and recommendations for data management and data quality strategy reports, including issue resolution report;
 - 6.1.7. Statement of Requirements assessment documentation;
 - 6.1.8. System migration path recommendation report; and
 - 6.1.9. Data deficiencies and user perception assessment report.
- 6.2. The Level 2 Database Modeller / IM Modeller's deliverables include but are not limited to the following:
- 6.2.1. Data Dictionary;
 - 6.2.2. Data Model Diagrams; and
 - 6.2.3. Architectural Models
- 6.3. All deliverables must be submitted in English to the Technical Authority in one hard copy and one electronic copy, compatible with Microsoft Office format. Non-classified files may be e-mailed or presented on appropriate storage media (USB Stick, CD, DVD, etc.). Classified material must be handled in accordance with DND/CAF regulations for classified information. Format of the reports must be agreed upon with the Technical Authority.

7. KNOWLEDGE TRANSFER

- 7.1. The Contractor's Resource(s) must provide the transfer of related knowledge to DND assigned personnel as and when requested by the Technical Authority for the purposes of ensuring that support to the system is uninterrupted and critical knowledge gaps do not occur during the contract period. Transfer of knowledge will ensure a seamless transition of role activities and responsibilities before extended periods of vacation/leave and/or the departure of any Contractor Resource during the contract period. Knowledge transfer must be achieved via a sharing of work products, processes, methods, techniques, and documentation created or used by both the Contractor's Resource and DND assigned personnel.

8. REPORTING REQUIREMENTS

- 8.1. The Level 3 Enterprise Architect and Level 2 Database Modeller / IM Modeller must prepare separate monthly progress reports of the Work performed, as assigned by the Technical Authority, in a Contractor format acceptable to the Technical Authority, to be attached to each monthly invoice. This progress report is not required for any month in which services were not provided. As a minimum, each monthly progress report must document the following information:
 - 8.1.1. All significant activities performed by each of the Contractor's Resources during the period covered by the monthly invoice, including any aspects that may negatively impact the progression or completion of tasks;
 - 8.1.2. Status of all action and decision items as well as a list of outstanding activities;;
 - 8.1.3. A description of any problems encountered which are likely to require attention by the Technical Authority;
 - 8.1.4. Any recommendations relating to the conduct of the work;
 - 8.1.5. Total number of days charged for each of the Contractor's Resources since contract award; and
 - 8.1.6. Travel cost incurred, including all applicable receipts.

9. CONSTRAINTS

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- 9.1. Most of the Work will be performed on DND premises within the National Capital Region (NCR). The primary location is at the Hôtel-de-Ville Building, 105 Hôtel-de-Ville Street, Gatineau, Quebec. The Technical Authority will provide on-site facilities as required.
- 9.2. The Contractor's Resource(s) must be available to work on DND premises within the NCR between the hours of 07:00 to 17:00, Monday to Friday, where the Contractor's Resource(s) will be in contact with DND personnel on a regular basis. All Work performed outside of normal business hours must be pre-approved by the Technical Authority in writing.
- 9.3. Should the Contractor's Resource(s) anticipate that the 7.5 hour workday stipulated in the contract may be exceeded, approval must be obtained from the Technical Authority prior to work being carried out.

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**APPENDIX A
TO ANNEX A**

Task Authorization (TA) Form (DND 626)

<p align="center">ALL INVOICES/PROGRESS CLAIMS MUST SHOW THE REFERENCE CONTRACT AND TASK NUMBERS</p> <p align="center">TOUTES LES FACTURES DOIVENT INDIQUER LES NUMÉROS DU CONTRAT ET DE LA TÂche</p>		Contract no. - N° du contrat
		Task no. - N° de la tâche
Amendment no. - N° de la modification	Increase/Decrease – Augmentation/Réduction \$	Previous Value – Valeur précédente \$
Financial Coding : CC: Fund: GL: PO:	Expenditure Limit Services HST: Travel:	<p>TO THE CONTRACTOR: You are requested to supply the following materiel/services in accordance with the terms of the above referenced contract. Each delivery shall be accompanied by a packing note or delivery slip. Please advise the undersigned if the delivery date cannot be met. Invoices shall be prepared in accordance with the instructions set out in the contract.</p>
Total including HST:		
TO – À		<p>À L'ENTREPRENEUR: Vous êtes prié de fournir le matériel ou les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls le matériel ou les services mentionnés dans le contrat doivent être fournis l'appui de cette demande. Chaque livraison doit être accompagnée d'un bordereau d'emballage ou de livraison. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>
DELIVER TO - EXPÉDIEZ À		
DELIVERY DATE - DATE DE LIVRAISON		
	Date	For the Department of National Defence Pour le ministère de la Défense nationale
Contract Item No N° d'article du contrat	Services	Cost Prix
<p>A. THE PROCUREMENT AUTHORITY HEREBY APPROVES THE TASK AUTHORIZATION IDENTIFIED ABOVE:</p> <p align="center"> _____ Name (type or print) Title (type or print) </p> <p align="center"> _____ Signature: Date </p>		

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	B. THE CONTRACTOR HEREBY ACCEPTS THE TASK AUTHORIZATION IDENTIFIED ABOVE:									
	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">_____</td> <td style="width: 50%; border: none;">_____</td> </tr> <tr> <td style="border: none;">Name (type or print)</td> <td style="border: none;">Title (type or print)</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;">Signature:</td> <td style="border: none;">Date</td> </tr> </table>	_____	_____	Name (type or print)	Title (type or print)	_____	_____	Signature:	Date	
_____	_____									
Name (type or print)	Title (type or print)									
_____	_____									
Signature:	Date									
	GST/HST									
	Total									

APPLICABLE ONLY TO PWGSC CONTRACTS: The Contracting Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.

NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.

_____ for the Department of Public Works and Government Services
pour le ministère des Travaux publics et services gouvernementaux

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APPENDIX B TO ANNEX A

NON-DISCLOSURE

The Contractor undertakes, as of the effective date of this Contract, to have any of its employees engaged in the course of performing work under this Contract to sign a Non-Disclosure Agreement certifying that in the course of executing any tasking called for under this Contract, and even after the expiry of this Contract, its employees shall not reproduce, duplicate, in whole or in part, use, divulge, release or disclose in whatever way or form to any third party, without the prior written consent of the Minister of National Defence, any information, data, drawings, specifications, materials any other documents issued, used or disclosed in connection with this Contract and that its employees shall govern themselves accordingly.

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed Non-Disclosure Agreement, below, and provide it to the Technical Authority before they are given access to information by or on behalf of Canada in connection with the Work.

In the performance of this Contract, the Contractor may have access to information and material which may result in placing it in a real or perceived conflict of interest or confer an unfair advantage upon it in respect of its participation in other future solicitations. The Contractor acknowledges such participation may, at the sole discretion of the Crown, disqualify the Contractor, its affiliated entities, employees, agents or subcontractors from participating in such solicitations.

Non-Disclosure Agreement:

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

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

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

In addition to any remedies against me at law, I have been advised by my employer that, if it is demonstrated that I have breached this agreement, I may be prevented for a period of time from working on any bid in certain future competitive procurements by Canada.

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

Signature

Date

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ANNEX B
BASIS OF PAYMENT

INITIAL CONTRACT PERIOD:

Initial Contract Period (Date of Contract award to _____)		
Resource Category	Level of Expertise	Firm Per Diem Rate
Enterprise Architect (P.2)	Level 3	
Database Modeller / IM Modeller (I.4)	Level 2	

OPTION PERIODS:

Option Period 1 (_____ to _____)		
Resource Category	Level of Expertise	Firm Per Diem Rate
Enterprise Architect (P.2)	Level 3	
Database Modeller / IM Modeller (I.4)	Level 2	

Option Period 2 (_____ to _____)		
Resource Category	Level of Expertise	Firm Per Diem Rate
Enterprise Architect (P.2)	Level 3	
Database Modeller / IM Modeller (I.4)	Level 2	

Option Period 3 (_____ to _____)		
Resource Category	Level of Expertise	Firm Per Diem Rate
Enterprise Architect (P.2)	Level 3	
Database Modeller / IM Modeller (I.4)	Level 2	

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ANNEX C SECURITY REQUIREMENTS CHECK LIST (SRCL)

 Government of Canada Gouvernement du Canada	Contract Number / Numéro du contrat Common PS SRCL#27 Security Classification / Classification de sécurité UNCLASSIFIED	
SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)		
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Acquisitions Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Professional Services - Standing Offers and Supply Arrangements		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input checked="" type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input checked="" type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input checked="" type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>
	COSMIC TOP SECRET <input type="checkbox"/>	
	COSMIC TRÈS SECRET <input type="checkbox"/>	
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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No Yes
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

No Yes
Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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

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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Centralized Professional Services System, CPSS		Title - Titre Professional Services - Methods of Supply	Signature <i>Reuben Loman</i>
Telephone No. - N° de téléphone 000-000-0000	Facsimile No. - N° de télécopieur 000-000-0000	E-mail address - Adresse courriel SSPC.CPSS@tpsgc-pwgsc.gc.ca	Date 2012/03/13
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Charron, Annick		Title - Titre SO	Signature <i>Annick Charron</i>
Telephone No. - N° de téléphone 819-956-0615	Facsimile No. - N° de télécopieur 819-934-1449	E-mail address - Adresse courriel annick.charron@tpsgc-pwgsc.gc.ca	Date March 20, 2012
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature <i>Jacques Saumur</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 28-MARCH-2012
 Jacques Saumur Contract Security Officer, Contract Security Division Jacques.Saumur@tpsgc-pwgsc.gc.ca Tel/Tél - 613-948-1732 / Fax/Télé - 613-954-4171			
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ATTACHMENT 1

BID SUBMISSION FORM	
Bidder's full legal name [Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]	
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
Security Clearance Level of Bidder [include both the level and the date it was granted] [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]	

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On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

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

Signature of Authorized Representative of Bidder	
---	--

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ATTACHMENT 2

BIDDER'S RESPONSE TEMPLATE FOR THE TECHNICAL EVALUATION

1. Enterprise Architect

a. Definitions

- i. **Experience:** skill the Contractor's Resource acquired from performing something rather than just reading about it or seeing it being done.
- ii. **Enterprise level:** experience overseeing multiple solutions to deliver capability to multiple functional areas within multiple government departments or multiple divisions within a Company.

b. Number of Resumes

The Bidder must propose one resource and include an up to date resume with their bid for the proposed Enterprise Architect.

c. Mandatory Technical Evaluation Criteria

The Bidder MUST demonstrate that the proposed Level 3 Enterprise Architect has:			
Criteria ID	Criteria	Bidder's Response	
		Substantiation of Technical Compliance	Reference to Additional Documentation within the Bid
M.1	More than (120) months of experience preceding the posting date of this solicitation, performing the development of technical architectures at the Enterprise level.		
M.2	More than (120) months of experience preceding the posting date of this solicitation, performing the development of technical frameworks at the Enterprise level.		
M.3	More than (120) months of experience preceding the posting date of this solicitation, performing the development of technical strategies at the Enterprise level.		
M.4	More than (36) months of experience in the last (72) months preceding the posting date of this solicitation, performing the transformation of business requirements into functional and technical specifications.		
M.5	More than (36) months of experience in the last (120) months preceding the posting date of this solicitation, performing testing, evaluation and prototyping of Information Technology (IT) solutions.		

d. Point-Rated Technical Evaluation Criteria:

The Bidder SHOULD demonstrate that the proposed Level 3 Enterprise Architect has:

Criteria ID	Criteria	Evaluation	Bidder's Response	
			Substantiation of Technical Compliance	Reference to Additional Documentation within the Bid
R.1	Experience providing within the last (84) months preceding the posting date of this solicitation, support to applications and/or technical support teams as it applies to existing IM/IT systems infrastructure.	Less than 48 months = 0 points 48 months or more but less than 60 months = 1.5 points 60 months or more but less than 72 months = 3 points 72 months or more but less than 84 months = 4.5 points 84 months or more = 6 points		
R.2	Experience performing within the last (72) months preceding the posting date of this solicitation, the transformation of business requirements into functional and technical specifications.	Less than 36 months = 0 points More than 36 months but less than 48 months = 1 point 48 months or more but less than 60 months = 2 points 60 months or more = 3 points		
R.3	More than (12) months of experience with one or more of the following technologies: <ul style="list-style-type: none"> - .NET - SQL Server - Oracle - SAP 	0 technologies = 0 points 1 technology = 3 points 2 technologies = 6 points 3 technologies = 9 points 4 technologies = 12 points		
R.4	More than (12) months of experience with one or more of the following technologies: <ul style="list-style-type: none"> - XML - PeopleSoft - DB2 - Java - BizTalk 	0 technologies = 0 points 1 technology = 1 point 2 technologies = 2 points 3 technologies = 3 points 4 technologies = 4 points 5 technologies = 5 points		
R.5	Experience working with the Supply Chain Operations Reference Model (SCOR).	Less than 12 months = 0 points 12 months or more but less than 24 months = 2 points		

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	24 months or more = 4 points	
MAXIMUM TECHNICAL POINTS	30	
BIDDER'S SCORE (A)		
PASS MARK	18	
Note: Bids that do not meet the above required pass mark of 18 will not be evaluated further.		

2. Database Modeller / IM Modeller

a. Definition

- i. **Experience:** skill the Contractor's Resource acquired from performing something rather than just reading about it or seeing it being done.

b. Number of Resumes

The Bidder must propose one resource and include an up to date resume with their bid for the proposed Database Modeller / IM Modeller.

c. Mandatory Technical Evaluation Criteria

The Bidder MUST demonstrate that the proposed Level 2 Database Modeller / IM Modeller has:			
Criteria ID	Criteria	Bidder's Response	
		Substantiation of Technical Compliance	Reference to Additional Documentation within the Bid
M.1	More than (60) months of experience in the last (84) months preceding the posting date of this solicitation, in developing and maintaining Logical Data Models for web-enabled and/or client-server multi-tiered applications.		
M.2	More than (60) months of experience in the last (84) months preceding the posting date of this solicitation, in developing and maintaining the architecture and data models for corporate and project specific initiatives.		
M.3	More than (60) months of experience in the last (84) months preceding the posting date of this solicitation, in data analysis, data conversion, data modelling, and data migration.		

d. Point-Rated Technical Evaluation Criteria:

The Bidder SHOULD demonstrate that the proposed Level 2 Database Modeller / IM Modeller has:				
Criteria ID	Criteria	Evaluation	Bidder's Response	
			Substantiation of Technical Compliance	Reference to Additional Documentation within the Bid
R.1	More than (12) months of experience with one	0 technologies = 0 points		

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	<p>or more of the following technologies:</p> <ul style="list-style-type: none"> • IBM DB2 • Sybase • Unisys DBII 	<p>1 technology = 1 point</p> <p>2 technologies = 2 points</p> <p>3 technologies = 3 points</p>		
R.2	<p>More than (12) months of experience with one or more of the following technologies:</p> <ul style="list-style-type: none"> • MS Access • MS SQL • Oracle • Oracle CASE • Oracle Financials • SQL Server • SQL BI and SQL Reporting 	<p>0 technologies = 0 points</p> <p>1 technology = 2 points</p> <p>2 technologies = 4 points</p> <p>3 technologies = 6 points</p> <p>4 technologies = 8 points</p> <p>5 technologies = 10 points</p> <p>6 technologies = 12 points</p> <p>7 technologies = 14 points</p>		
R.3	<p>More than (12) months of experience with one or more of the following technologies:</p> <ul style="list-style-type: none"> • Qualiware Modeling Tools • Enterprise Architecture • DNDAF • Team Foundation • Microsoft .Net • Java • SAP • PeopleSoft 	<p>0 technologies = 0 points</p> <p>1 technology = 1 point</p> <p>2 technologies = 2 points</p> <p>3 technologies = 3 points</p> <p>4 technologies = 4 points</p> <p>5 technologies = 5 points</p> <p>6 technologies = 6 points</p> <p>7 technologies = 7 points</p> <p>8 technologies = 8 points</p>		
MAXIMUM TECHNICAL POINTS		25		
BIDDER'S SCORE (B)				
PASS MARK		18		
Note: Bids that do not meet the above required pass mark of 18 will not be evaluated further.				

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ATTACHMENT 3

BIDDER'S RESPONSE TEMPLATE FOR FIRM ALL INCLUSIVE PER DIEM RATES

FOR THE INITIAL CONTRACT PERIOD (2 YEARS)			
Resource Category	Level of Expertise	Estimated Number of Days of Work	Firm Per Diem Rate
Enterprise Architect	3	440	
Database Modeller / IM Modeller	2	440	

FOR OPTION YEAR 1			
Resource Category	Level of Expertise	Estimated Number of Days of Work	Firm Per Diem Rate
Enterprise Architect	3	220	
Database Modeller / IM Modeller	2	220	

FOR OPTION YEAR 2			
Resource Category	Level of Expertise	Estimated Number of Days of Work	Firm Per Diem Rate
Enterprise Architect	3	220	
Database Modeller / IM Modeller	2	220	

FOR OPTION YEAR 3			
Resource Category	Level of Expertise	Estimated Number of Days of Work	Firm Per Diem Rate
Enterprise Architect	3	220	
Database Modeller / IM Modeller	2	220	

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ATTACHMENT 4

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) - Labour's website](#).

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)