



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St., / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

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

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Informatics Professional Services - EL Division/Services
professionnels en informatique - division EL

4C2, Place du Portage

Gatineau

Québec

K1A 0S5

Title - Sujet SAR & AIS data management and proce	
Solicitation No. - N° de l'invitation W7714-155985/B	Date 2016-01-22
Client Reference No. - N° de référence du client W7714-155985	
GETS Reference No. - N° de référence de SEAG PW-\$SEL-615-29784	
File No. - N° de dossier 615el.W7714-155985	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-03-07	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ghaddab, Nabil	Buyer Id - Id de l'acheteur 615el
Telephone No. - N° de téléphone (819) 956-5419 ()	FAX No. - N° de FAX (819) 956-5925
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BLDG 29 RECEIVING 3701 CARLING AVE OTTAWA Ontario K1A0Z4 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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BID SOLICITATION

SYNTHETIC APERTURE RADAR (SAR) AND AUTOMATIC IDENTIFICATION SYSTEM (AIS) DATA MANAGEMENT SERVICES AND DATA PROCESSING AND ANALYSIS SERVICES

FOR

DEPARTMENT OF NATIONAL DEFENCE (DND)

Table of Content

PART 1 -GENERAL INFORMATION	4
1.1 Introduction.....	4
1.2 Summary	4
1.3 Debriefings	5
PART 2 -BIDDER INSTRUCTIONS	6
2.1 Standard Instructions, Clauses and Conditions	6
2.2 Submission of Bids.....	6
2.3 Former Public Servant.....	6
2.4 Enquiries - Bid Solicitation.....	7
2.5 Applicable Laws.....	8
2.6 Improvement of Requirement During Solicitation Period	8
PART 3 -BID PREPARATION INSTRUCTIONS	9
3.1 Bid Preparation Instructions	9
3.2 Section I: Technical Bid.....	11
3.3 Section III: Financial Bid	14
3.4 Section IV: Certifications	14
PART 4 -EVALUATION PROCEDURES AND BASIS OF SELECTION	30
4.1 Evaluation Procedures	30
4.2 Technical Evaluation	30
4.3 Financial Evaluation	31
4.4 Basis of Selection	36
PART 5 -CERTIFICATIONS AND ADDITIONAL INFORMATION	38
5.1 Certifications Precedent to Contract Award and Additional Information	38

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
---	---	---

PART 6 -SECURITY, FINANCIAL AND OTHER REQUIREMENTS	41
6.1 Security Requirement.....	41
6.2 Financial Capability	41
PART 7 -RESULTING CONTRACT CLAUSES	42
7.1 Requirement.....	42
7.2 Task Authorization.....	42
7.3 Minimum Work Guarantee	45
7.4 Standard Clauses and Conditions.....	46
7.5 Security Requirement.....	46
7.6 Contract Period.....	47
7.7 Authorities.....	48
7.8 Proactive Disclosure of Contracts with Former Public Servants.....	49
7.9 Payment	49
7.10 Invoicing Instructions.....	52
7.12 Federal Contractors Program for Employment Equity - Default by Contractor.....	52
7.13 Applicable Laws.....	52
7.14 Priority of Documents	52
7.15 Defence Contract.....	53
7.16 Foreign Nationals (Canadian Contractor)	53
7.17 Foreign Nationals (Foreign Contractor).....	53
7.18 Insurance Requirements	53
7.19 Notice of Cancellation	55
7.20 Limitation of Liability - Information Management/Information Technology.....	55
7.21 Joint Venture Contractor	56
7.22 Professional Services - General.....	57
7.23 Safeguarding Electronic Media	58
7.24 Representations and Warranties.....	58
7.25 Access to Canada's Property and Facilities	59
7.26 Transition Services at End of Contract Period	59
7.27 Termination for Convenience	59
7.28 Identification Protocol Responsibilities	59

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

List of Annexes to the Resulting Contract:

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Security Requirements Check List

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

- Attachment 3.1 - Bid Submission Form
- Attachment 3.2 - Bid Evaluation Criteria
- Attachment 3.3 - Financial Bid

Forms:

- Form 1 - Declaration Form
- Form 2 - List of Names Form
- Form 3 - Federal Contractors Program for Employment Equity - Certification

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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BID SOLICITATION

SYNTHETIC APERTURE RADAR (SAR) AND AUTOMATIC IDENTIFICATION SYSTEM (AIS) DATA MANAGEMENT SERVICES AND DATA PROCESSING AND ANALYSIS SERVICES

FOR

DEPARTMENT OF NATIONAL DEFENCE (DND)

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, 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;
- 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 any other annexes.

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of Department of National Defence (the "**Client**") for the provision of Information Technology (IT) professional services, on an "as and when requested" basis, in the National Capital Region (NCR), to provide data management services, data processing and analysis services and field trial support for Synthetic Aperture Radar (SAR) and Automatic Identification System (AIS) data. It is intended to result in the award of a contract for 3 years, plus 3 one-year irrevocable options allowing Canada to extend the term of the contract.
- (b) The Client is the Department of National Defense (DND).

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

- (c) There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organizational security screening or security clauses, Bidders should refer to the Industrial and Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) 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 Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CCoLFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Agreement on Internal Trade (AIT).
- (e) The Federal Contractors Program (FCP) for employment equity applies to this procurement: see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the form titled "Federal Contractors Program for Employment Equity - Certification".
- (f) This procurement is subject to the Controlled Goods Program. The Defence Production Act defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Imports Permits Act (EIPA).

1.3 Debriefings

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 from receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) "Subsection 3 of Section 01, Integrity Provisions - Bid of Standard Instructions (2003) incorporated by reference above is deleted in its entirety and replaced with the following:

3. List of Names

- a) 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(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
 - b) These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.
- (e) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - (i) Delete: 60 days
 - (ii) Insert: 180 days

2.2 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada PWGSC 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 to PWGSC 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 awarded to FPSs, 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:

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

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

- (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.

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

- (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

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

2.6 Improvement of Requirement During Solicitation Period

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

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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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 (3 hard copies and 1 soft copies on a CD or DVD or USB key)
- (ii) Section II: Financial Bid (1hard copies and 1 soft copies on as CD or DVD or USB key)
- (iii) Section III: Certifications (1 hard copies)

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

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

- (b) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (ii) use a numbering system that corresponds to the bid solicitation;
- (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- (iv) include a table of contents.

- (c) **Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

- (d) **Submission of Only One Bid:**

- (i) A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- (ii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	

Is a natural person, corporation, partnership, etc), an entity will be considered to be **"related"** to a Bidder if:

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

- (iii) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

(e) Joint Venture Experience:

- (i) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. 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 that is bidding.

- (ii) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, 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 criterion, 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.

- (iii) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: 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

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
Client Ref. No. - N° de réf. du client W7714-155985		

minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- (iv) 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 bid solicitation period.

3.2 Section I: Technical Bid

- (a) In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- (b) The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (c) The technical bid consists of the following:
- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Attachment 3.1 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and 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 :** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

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

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

If the Bidder has not included the security information in its bid, the Contracting Authority will provide an opportunity to the Bidder 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 3.2 – Bid Evaluation Criteria, 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 declared 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 the Substantiation of Attachment 3.2 – Bid Evaluation Criteria, 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) **Previous Similar Projects:** Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a project must have been completed by the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the descriptions of the Resource Categories identified in Annex A. Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given resource category.
- (v) **Proposed Resources:** The technical bid must include résumés for the resources identified in Attachment 3.2 – Bid Evaluation Criteria. 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 résumés and resources:
 - (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
 - (B) For educational requirements for a particular degree, designation or certificate, PWGSC will only consider educational programs that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	

- (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 have been an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
- (D) For work experience, PWGSC will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution.
- (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, PWGSC 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). PWGSC 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 PWGSC, 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.

(vi) **Customer Reference Contact Information:**

- (A) In conducting its evaluation of the bids, Canada may, but will have no obligation to request that a bidder provide customer references. If Canada sends such a written request, the bidder will have 2 working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive. These customer references must each confirm if requested by PWGSC, the facts identified in the Bidder's bid.
- (B) The form of question to be used to request confirmation from customer references is as follows:

____ Yes, the Bidder has provided my organization with the services described above.

____ No, the Bidder has not provided my organization with the services described above.

____ I am unwilling or unable to provide any information about the services described above.

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

- (C) For each customer reference, the Bidder must, at a minimum, provide the name and e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

3.3 Section III: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment in Attachment 3.3 - Financial Bid. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (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, 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 to extend the Contract Period. 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 IV: Certifications

It is a requirement that bidders submit the certifications required under Part 5.

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 3.1

BID SUBMISSION FORM	
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name:
	Title:
	Address:
	Telephone #:
	Fax #:
	Email:
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[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.]</i>	
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 "

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

BID SUBMISSION FORM									
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "</p>								
<p>Canadian Content Certification</p> <p>As described in the solicitation, bids with at least 80% Canadian content are being given a preference.</p> <p><i>[For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]</i></p>	<p>On behalf of the Bidder, by signing below, I confirm that <u><i>[check the box that applies]:</i></u></p> <table border="1"> <tr> <td>At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td></td> </tr> <tr> <td>Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td></td> </tr> </table>	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)		Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)					
At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)									
Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)									
<p>Hardware:</p> <p><i>(Contracting Authority should only insert when Supplemental General Conditions 4001 have been inserted in Part 7).</i></p>	<table border="1"> <tr> <td>Toll-Free Telephone Number for maintenance services:</td> <td></td> </tr> <tr> <td>Website for maintenance services:</td> <td></td> </tr> </table>	Toll-Free Telephone Number for maintenance services:		Website for maintenance services:					
Toll-Free Telephone Number for maintenance services:									
Website for maintenance services:									
<p>Licensed Software Maintenance and Support:</p> <p><i>(Contracting Authority should only insert when supplemental General Conditions 4004 has been inserted in Part 7).</i></p>	<table border="1"> <tr> <td>Toll-free Telephone Access:</td> <td></td> </tr> <tr> <td>Toll-Free Fax Access:</td> <td></td> </tr> <tr> <td>E-Mail Access:</td> <td></td> </tr> <tr> <td>Website address for web support:</td> <td></td> </tr> </table>	Toll-free Telephone Access:		Toll-Free Fax Access:		E-Mail Access:		Website address for web support:	
Toll-free Telephone Access:									
Toll-Free Fax Access:									
E-Mail Access:									
Website address for web support:									
<p>Security Clearance Level of Bidder</p> <p>[include both the level and the date it was granted]</p> <p>[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.]</p>									
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; This bid is valid for the period requested in the bid solicitation; All the information provided in the bid is complete, true and accurate; and 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. 									

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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BID SUBMISSION FORM	
Signature of Authorized Representative of Bidder	<hr/>

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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ATTACHMENT 3.2

BID EVALUATION CRITERIA

For each of the proposed Category of Personnel, the Bidder must include one up to date resume.

Category	Number of Resources to be Proposed	Number of Résumé to be Proposed
Data Management Specialist	1	1
Data Processing and Analysis Specialist	1	1
Field Trial Support Specialist	1	1

Personnel Qualification Requirements

1. MANDATORY REQUIREMENTS:

1.1 Data Management Specialist

Data Management Specialist Mandatory Criteria			
Proposed Resource Name: _____			
Criteria	Mandatory Requirement	Bidder's Response	
		Demonstrated experience (Bidders to insert data)	Insert page # of resume

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	

M.1	<p>The Bidder must demonstrate that the proposed resource has a minimum of 2 years' experience, acquired within the last 5 years prior to the solicitation closing date, in preparing and submitting satellite data orders using acquisition planning tools* to develop a data acquisition plan.</p> <p>The following definitions apply to the evaluation of bids:</p> <p>*Acquisition planning tools are commercial off the shelf software tools that provide end users a means for planning and acquiring satellite imagery. The output of the acquisition planning tool is a data acquisition plan which is submitted to the appropriate entity (i.e. the Canadian Space Agency) to be used to instruct the satellite when, where and under what system configuration to acquire the satellite imagery.</p>		
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1.2 Data Processing and Analysis Specialist

Data Processing and Analysis Specialist			
Mandatory Criteria			
Proposed Resource Name: _____			
Criteria	Mandatory Requirement	Bidder's Response	
		Demonstrated experience (Bidders to insert data)	Insert page # of resume
M.1	<p>The Bidder must demonstrate that the proposed resource has a minimum of 2 years' experience, acquired within the last 5 years prior to solicitation closing date, in performing data processing and analysis*.</p> <p>The following definitions apply to the evaluation of bids:</p> <p>*Data processing and analysis consists of processing data using software such that a defined analysis can be performed as prescribed by the Technical Authority. The contractor must supply the software to perform the data processing and analysis.</p>		

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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1.3 Field Trial Support Specialist

Field Trial Support Specialist			
Mandatory Criteria			
Proposed Resource Name: _____			
Criteria	Mandatory Requirement	Bidder's Response	
		Demonstrated experience (Bidders to insert data)	Insert page # of resume
M.1	The bidder must demonstrate that the proposed resource has a minimum of 1 field trial support, acquired within the last 8 years prior to the solicitation closing date, in setting up and calibrating GPS surveying equipment and radar corner reflectors.		

2. POINT RATED REQUIREMENT

2.1 Data Management Specialist

Data Management Specialist					
#	RATED CRITERIA	POINTS MAX (MIN.)	Evaluation Criteria	Bidder's Response	
				DEMONSTRATED EXPERIENCE	INSERT PAGE # OF RESUME

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
---	---	---

R.1	<p>The bidder should demonstrate that the proposed resource has experience in preparing and submitting satellite data orders using acquisition planning tools* to develop a data acquisition plan.</p> <p>The following definitions apply to the evaluation of bids:</p> <p>*Acquisition planning tools are commercial off the shelf software tools that provide end users a means for planning and acquiring satellite imagery. The output of the acquisition planning tool is a data acquisition plan which is submitted to the appropriate entity (i.e. the Canadian Space Agency) to be used to instruct the satellite when, where and under what system configuration to acquire the satellite imagery.</p>	20	<p>2+ to 3 years = 2 points</p> <p>3+ to 4 years = 4 points</p> <p>4+ to 5 years = 6 points</p> <p>5+ years = 8 points</p> <p>An additional 4 points if any of the experience is recent (within the last 2 years).</p> <p>An additional 4 points if the recent experience (within the last 2 years) is preparing and submitting SAR data orders using acquisition planning tools.</p> <p>An additional 4 points if the recent experience (within the last 2 years) is preparing and submitting RADARSAT-2 SAR data orders using the RADARSAT-2 Acquisition Planning Tool (APT).</p>		
R.2	<p>The bidder should demonstrate that the proposed resource has experience de-conflicting satellite data orders*.</p> <p>The following definitions apply to the evaluation of bids:</p> <p>*A conflicting satellite data order means more than 1 order (from different people) has been submitted for the same place and time. As such, the people involved are required to go through a de-confliction process.</p>	12	<p>Up to 1 year = 2 points</p> <p>1+ to 2 years = 4 points</p> <p>2+ to 3 years = 6 points</p> <p>3+ years = 8 points</p> <p>An additional 2 points if any of the experience is recent (within the last 2 years);</p> <p>An additional 2 points if the recent experience (within the last 2 years) includes using the Enhanced Management of Orders and Conflicts (EMOC) system.</p>		
R.3	The bidder should demonstrate that the proposed resource has	14	Up to 1 year = 2 points		

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

	experience managing data which includes the following tasks: 1. archiving and retrieving data; 2. maintaining a spreadsheet or database log that provides descriptive details on data products ordered and received.		1+ to 2 years = 4 points 2+ to 3 years = 6 points 3+ years = 8 points An additional 2 points if any of the experience is recent (within the last 2 years). An additional 2 points if the recent experience (within the last 2 years) for data archiving and retrieval includes using the Canadian Satellite Imagery Acquisition Planning System (CSIAPS). An additional 2 points if the recent experience (within the last 2 years) for data retrieval includes using the National Earth Observation Data Framework (NEODF).		
R.4	The bidder should demonstrate that the proposed resource has experience in a Windows operating system environment and with Microsoft Office products including Outlook e-mail, Excel spreadsheet, and Access database.	10	Up to 1 year = 2 points 1+ to 2 years = 4 points 2+ to 3 years = 6 points 3+ years = 8 points An additional 2 points if experience is recent (within the last 2 years).		
MAX. AVAILABLE POINTS		56			
MIN. POINTS REQUIRED		33			
POINTS ACHIEVED					

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

Note: Proposals that do not meet the above minimum points required will be found non-responsive.

2.2 Data Processing and Analysis Specialist

Data Processing and Analysis Specialist					
#	RATED CRITERIA	POINTS MAX (MIN.)	Evaluation Criteria	Bidder's Response	
				DEMONSTRATED EXPERIENCE	INSERT PAGE # OF RESUME

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
---	---	---

R.1	<p>The bidder should demonstrate that the proposed resource has experience in developing data processing and analysis* methodologies.</p> <p>*Data processing and analysis consists of processing data using software such that a defined analysis can be performed as prescribed by the Technical Authority.</p>	14	<p>Up to 1 year = 2 points</p> <p>1+ to 2 years = 4 points</p> <p>2+ to 3 years = 6 points</p> <p>3+ years = 8 points</p> <p>An additional 2 points if experience is recent (within the last 2 years);</p> <p>An additional 2 points if the recent experience (within the last 2 years) includes developing data processing and analysis methodologies using SAR data.</p> <p>An additional 2 points if the recent experience (within the last 2 years) includes developing data processing and analysis methodologies for National Marine Electronics Association (NMEA) formatted AIS data.</p>		
R.2	<p>The bidder should demonstrate that the proposed resource has experience in using or developing software tools as required to facilitate data processing and analysis*.</p> <p>*Data processing and analysis consists of processing data using software such that a defined analysis can be performed as prescribed by the Technical Authority.</p>	14	<p>Up to 1 year = 2 points</p> <p>1+ to 2 years = 4 points</p> <p>2+ to 3 years = 6 points</p> <p>3+ years = 8 points</p> <p>An additional 2 points if experience is recent (within the last 2 years).</p> <p>An additional 2 points if the recent experience (within the last 2 years) includes developing and using software as required to facilitate data processing and analysis using SAR</p>		

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

			data. An additional 2 points if the recent experience (within the last 2 years) includes developing and using software as required to facilitate data processing and analysis for NMEA formatted AIS data.		
R.3	The bidder should demonstrate that the proposed resource has experience in performing data processing and analysis*. *Data processing and analysis consists of processing data using software such that a defined analysis can be performed as prescribed by the Technical Authority.	14	2+ to 3 years = 2 points 3+ to 4 years = 4 points 4+ to 5 years = 6 points 5+ years = 8 points An additional 2 points if experience is recent (within the last 2 years); An additional 2 points if the recent experience (Within the last 2 years) includes performing data processing and analysis using SAR data. An additional 2 points if the recent experience (Within the last 2 years) includes performing data processing and analysis for NMEA formatted AIS data.		

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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R.4	<p>The bidder should demonstrate that the proposed resource has experience in documenting methodologies and results related to data processing and analysis*.</p> <p>*Data processing and analysis consists of processing data using software such that a defined analysis can be performed as prescribed by the Technical Authority.</p>	14	<p>Up to 1 year = 2 points</p> <p>1+ to 2 years = 4 points</p> <p>2+ to 3 years = 6 points</p> <p>3+ years = 8 points</p> <p>An additional 2 points if experience is recent (within the last 2 years);</p> <p>An additional 2 points if the recent experience (within the last 2 years) includes documenting methodologies and results related to data processing and analysis using SAR data.</p> <p>An additional 2 points if the recent experience (within the last 2 years) includes documenting methodologies and results related to data processing and analysis of NMEA formatted AIS data.</p>		
MAX. AVAILABLE POINTS		56			
MIN. POINTS REQUIRED		33			
POINTS ACHIEVED					
<p>Note: Proposals that do not meet the above minimum points required will be found non-responsive.</p>					

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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2.3 Field Trial Support Specialist

Field Trial Support Specialist					
#	RATED CRITERIA	POINTS MAX (MIN.)	Evaluation Criteria	Bidder's Response	
				DEMONSTRATED EXPERIENCE	INSERT PAGE # OF RESUME
R.1	The bidder should demonstrate that the proposed resource has experience in field trial support. The experience should include setting up and calibrating GPS surveying equipment and radar corner reflectors.	6	2 to 3 field trials = 2 points 4 to 5 field trials = 4 points 6+ field trials = 6 points		
MAX. AVAILABLE POINTS		6			
MIN. POINTS REQUIRED		0			
POINTS ACHIEVED					

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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ATTACHMENT 3.3

FINANCIAL BID

INITIAL CONTRACT PERIOD:

Initial Contract Period (Date of Contract award to 3 years after)	
Resource Category	Firm Per Diem Rate
Data Management Specialist	\$
Data Processing and Analysis Specialist	\$
Field Trial Support Specialist	\$

OPTION PERIODS:

Option Period 1 (1 year)	
Resource Category	Firm Per Diem Rate
Data Management Specialist	\$
Data Processing and Analysis Specialist	\$
Field Trial Support Specialist	\$

Option Period 2 (1 year)	
Resource Category	Firm Per Diem Rate
Data Management Specialist	\$

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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Data Processing and Analysis Specialist	\$
Field Trial Support Specialist	\$

Option Period 3 (1 year)	
Resource Category	Firm Per Diem Rate
Data Management Specialist	\$
Data Processing and Analysis Specialist	\$
Field Trial Support Specialist	\$

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
Client Ref. No. - N° de réf. du client W7714-155985		

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Requests for 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:**
 - (i) Each bid will be reviewed for compliance with 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 declared non-responsive and be disqualified.
 - (ii) The mandatory technical criteria are described in Attachment 3.2 of Part 3 of this RFP.
- (b) **Point-Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The point-rated technical criteria are described in Attachment 3.2 of Part 3 of this RFP.

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

(c) **Reference Checks:**

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

4.3 Financial Evaluation

- (a) The financial evaluation will be conducted using the firm per diem rates provided by the responsive bid(s).
- (b) There are two possible financial evaluation methods for this requirement. The first method will be used if three or more bids are determined responsive (see (c) Financial Evaluation - Method A below). The second method will be used if fewer than three bids are determined responsive (see (d) Financial Evaluation - Method B below).
- (c) **Financial Evaluation - Method A:** The following financial evaluation method will be used if three or more bids are determined responsive:
 - (i) **STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BAND LIMITS FOR EACH PERIOD AND EACH RESOURCE CATEGORY:** The Contracting Authority will establish, for each period and each Resource Category, the median band limits based on the firm per diem rates provided by the technically responsive bids. For each such Resource Category the median will be calculated using the median function in Microsoft Excel and will represent a range that encompasses any rate to a value of minus (-) 20% of the median, and an upper median rate to a value of plus (+) 30% of the median. When

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

an even number of technically responsive bids have been determined, an average of the middle two rates will be used to calculate the median band limits and for an odd number of technically responsive bids, the middle rate will be used.

(ii) **STEP 2 - POINTS ALLOCATION:** For each period and each Resource Category points will be allocated as follows:

(A) A Bidder's proposed firm per diem rate that is either lower than the established lower median band limit or higher than the established upper median band limit for that period and Resource Category will be allocated 0 points.

(B) A Bidder's proposed firm per diem rate falling within the upper and lower median band limits, for that period and Resource Category, will be allocated points using the following calculation, which will be rounded to two decimal places:

Lowest proposed firm per diem rate

within the median band limits x Maximum Points Assigned

Bidder's proposed firm per diem rate at Table 1 below

within the median band limits

(C) A Bidder's proposed firm per diem rate falling within the established median band limits which is the lowest proposed firm per diem rate will be allocated the applicable maximum points assigned at Table 1 below.

TABLE 1 - MAXIMUM POINTS ASSIGNED					
RESOURCE CATEGORIES	INITIAL (3 YEARS) CONTRACT PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	OPTION PERIOD 3	TOTAL POINTS
Data Management	300	100	100	100	600
Data Processing and Analysis	300	100	100	100	600
Field Technician	100	50	50	50	250
TOTAL	700	250	250	250	1,450

(iii) **STEP 3 - FINANCIAL SCORE:** Points allocated under STEP 2 for each period and Resource Category will be added together and rounded to two decimal places to produce the Financial Score. Bidders will find below an example of a financial evaluation using Method A.

(iv) **EXAMPLE OF A FINANCIAL EVALUATION USING METHOD A**

TABLE 2 - EXAMPLE OF A FINANCIAL EVALUATION USING METHOD A:							
Resource Category	Max. Points	Bidder 1		Bidder 2		Bidder 3	
		Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
Programmer	150 (75 pts. per year)	\$400.00	\$400.00	\$420.00	\$450.00	\$450.00	\$450.00
Business Analyst	100 (50 pts. per year)	\$600.00	\$600.00	\$600.00	\$620.00	\$650.00	\$820.00

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

Project Manager	50 (25 pts. per year)	\$555.00	\$900.00	\$750.00	\$800.00	\$700.00	\$800.00
TOTAL	300						

STEP 1 - Establishing the lower and upper median band limits for each year and each resource category

- (Median 1) For the Programmer Resource Category, the year 1 median would be \$420.00. The lower median band limit would be \$336.00 and higher median band limit would be \$546.00.
- (Median 2) For the Programmer Resource Category, the year 2 median would be \$450.00. The lower median band limit would be \$360.00 and higher median band limit would be \$585.00.
- (Median 3) For the Business Analyst Resource Category, the year 1 median would be \$600.00. The lower median band limit would be \$480.00 and higher median band limit would be \$780.00.
- (Median 4) For the Business Analyst Resource Category, the year 2 median would be \$620.00. The lower median band limit would be \$496.00 and higher median band limit would be \$806.00.
- (Median 5) For the Project Manager Resource Category, the year 1 median would be \$700.00. The lower median band limit would be \$560.00 and higher median band limit would be \$910.00.
- (Median 6) For the Project Manager Resource Category, the year 2 median would be \$800.00. The lower median band limit would be \$640.00 and higher median band limit would be \$1,040.00.

STEP 2 - Points Allocation:

Bidder 1:

- Programmer Year 1 = 75 points (lowest rate within the lower and upper median band limits)
Programmer Year 2 = 75 points (lowest rate within the lower and upper median band limits)
- Business Analyst Year 1 = 50 points (lowest rate within the lower and upper median band limits)
Business Analyst Year 2 = 50 points (lowest rate within the lower and upper median band limits)
- Project Manager Year 1 = 0 points (outside the lower and higher median band limits)
Project Manager Year 2 = 22.22 points (based on the following calculation = (Lowest rate of \$800.00 / Bidder's proposed rate of \$900.00) Multiplied by 25 pts)

Bidder 2:

- Programmer Year 1 = 71.43 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$420.00) Multiplied by 75 pts)
Programmer Year 2 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
- Business Analyst Year 1 = 50 points (lowest price within the lower and upper median band limits)
Business Analyst Year 2 = 48.39 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$620.00) Multiplied by 50 pts)
- Project Manager Year 1 = 23.33 points (based on the following calculation = (Lowest rate of \$700.00 / Bidder's proposed rate of \$750.00) Multiplied by 25 pts)
Project Manager Year 2 = 25 points (lowest price within the lower and upper median band limits)

Bidder 3:

- Programmer Year 1 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Programmer Year 2 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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proposed rate of \$450.00) Multiplied by 75 pts)	
Business Analyst Year 1 = 46.15 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$650.00) Multiplied by 75 pts)	
Business Analyst Year 2 = 0 points (outside the lower and higher median band limits)	
Project Manager Year 1 = 25 points (lowest price within the lower and upper median band limits)	
Project Manager Year 2 = 25 points (lowest price within the lower and upper median band limits)	
STEP 3 - Financial Score:	
Bidder 1:	75 + 75 + 50 + 50 + 0 + 22.22 = Total Financial Score of 272.22 points out of a possible 300 points
Bidder 2:	71.43 + 67.67 + 50 + 48.39 + 23.33 + 25 = Total Financial Score of 284.82 points out of a possible 300 points
Bidder 3:	66.67 + 66.67 + 46.15 + 0 + 25 + 25 = Total Financial Score of 229.49 points out of a possible 300 points

- (d) **Financial Evaluation - Method B:** The following financial evaluation method will be used if less than three bids are determined responsive:

- (i) **STEP 1 - AVERAGE COMPARISON:** If up to two contracts may be awarded as a result of this bid solicitation, the following Step 1 will be part of the evaluation where there exist only two bids that are determined to be otherwise responsive. If there is only one bid, this step will not occur.

For each bid, the rates provided per Resource Category will be added together, and that total will be divided by the total number of Resource Categories, resulting in a Total Average Rate for each period. Once all the Total Average Rates are determined, Canada will determine the percentage difference between the two bids Total Average Rates (the Delta Percentage) for each given period using the following formula: Subtract the lower Total Average Rate from the higher Total Average Rate, then divide the result by the lower Total Average Rate (see example below). In the event that a Delta Percentage is greater than 30% for any given period, the bid that contained the higher Total Average Rate that generated that Delta Percentage will be considered non-responsive.

TABLE 3 - EXAMPLE OF THE AVERAGE COMPARISON IN METHOD B:				
STEP 1				
Resource Category	Bidder 1		Bidder 2	
	Year 1	Year 2	Year 1	Year 2
Programmer	\$800.00	\$800.00	\$850.00	\$900.00
Business Analyst	\$1,000.00	\$1,000.00	\$1,400.00	\$1,650.00
Project Manager	\$1,200.00	\$1,200.00	\$1,300.00	\$1,650.00
Total	\$3,000.00	\$3,000.00	\$3,550.00	\$4,200.00
Total Average Rate (Total divided by 3 Resource Categories)	\$1,000.00	\$1,000.00	\$1,183.33	\$1,400.00
lower	\$1,000.00	\$1,000.00		
higher			\$1,183.33	\$1,400.00

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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higher minus lower divided by lower equals a Delta Percentage		18.3%	40%
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In the above example, Bidder 2 would be considered non-responsive because its bid contained a higher Total Average Rate that generated a Delta Percentage greater than 30%.

- (ii) **STEP 2 - POINTS ALLOCATION:** For each period and each Resource Category points will be allocated as follows:

- (A) Points will be established based on the following calculation, with points rounded to two decimal places:

$$\frac{\text{Lowest proposed firm per diem rate}}{\text{Bidder's proposed firm per diem rate}} \times \text{Maximum Points Assigned at Table 4 below}$$

The Bidder with the lowest proposed firm per diem rate will be allocated the applicable maximum points assigned at Table 4 below.

TABLE 4 - MAXIMUM POINTS ASSIGNED					
RESOURCE CATEGORIES	INITIAL (3 YEARS) CONTRACT PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	OPTION PERIOD 3	TOTAL POINTS
Data Management	300	100	100	100	600
Data Processing and Analysis	300	100	100	100	600
Field Technician	100	50	50	50	250
TOTAL	700	250	250	250	1,450

- (iii) **STEP 3 - FINANCIAL SCORE:** Points allocated under STEP 2, for each period and each Resource Category, will be added together and rounded to two decimal places to produce the Financial Score.

(e) Substantiation of Professional Services Rates

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates 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 the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the Bidder must provide the following information:

- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), evidence from the Bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
---	---	---

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.

(f) **Formulae in Pricing Tables**

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

4.4 Basis of Selection

(a) **Evaluation of Bid**

Selection Process: The following selection process will be conducted:

- (i) A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria and obtain the required pass marks for the point rated criteria identified in this bid solicitation to be declared responsive.
- (ii) 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.

- (A) Calculation of Total Technical Score: the Total Technical Score will be computed for each responsive bid by converting the Technical Score obtained for the point-rated technical criteria using the following formula, rounded to two decimal places:

Technical Score x 60 = Total Technical Score
Maximum Technical Points (Bidders, please refer to the maximum technical points at Attachment 3.2)

- (B) Calculation of Total Financial Score: the Total Financial Score will be computed for each responsive bid by converting the Financial Score obtained for the financial evaluation using the following formula rounded to two decimal places:

Financial Score x 40 = Total Financial Score

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

Total Maximum Points Assigned (Bidders, please refer to the total maximum points assigned).

- (C) Calculation of the Total Bidder Score: the Total Bidder Score will be computed for each responsive bid in accordance with the following formula:

Total Technical Score + Total Financial Score = Total Bidder Score

- (iii) In the event of identical Total Bidder Scores occurring within, then the bid with the highest Total Financial Score will become the top-ranked bidder.

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

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 annex Form 3 [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

(c) Professional Services Resources

- (i) By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- (ii) 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.
- (iii) If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
 - (A) the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
 - (B) the name, qualifications and experience of a proposed replacement immediately available for work; and
 - (C) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:

- (D) set aside the bid and give it no further consideration; or
- (E) evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids.

If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.

- (iv) If a Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

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.

(d) **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.

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- (a) Before award of a contract, the following conditions must be met:
 - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements 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. delete or list which roles/resources will require access to perform the Work)]
 - (iv) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (v) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV, Additional Information.
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (d) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

6.2 Financial Capability

- (a) SACC Manual clause A9033T (2012-07-16) Financial Capability 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 also 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 one or more parent companies grant a performance guarantee to Canada."

In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions 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 goods and services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes:
 - (i) 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:** The initial Client is Department of National Defence (DND).
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

7.2 Task Authorization

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

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

- (D) the categories of resources and the number required;
 - (E) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - (F) the start and completion dates;
 - (G) milestone dates for deliverables and payments (if applicable);
 - (H) the number of person-days of effort required;
 - (I) whether the work requires on-site activities and the location;
 - (J) the language profile of the resources required;
 - (K) the level of security clearance required of resources;
 - (L) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - (M) any other constraints that might affect the completion of the task.
- (c) **Contractor's Response to Draft Task Authorization:** The Contractor must provide to 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.
- (d) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**
- To be validly issued, a TA must include the following signatures:
- (i) for any TA with a value, inclusive of revisions, of less than or equal to \$250,000.00 (including Applicable Taxes), the TA must be signed by:
 - (A) the Technical Authority;
 - (ii) for any TA with a value greater than this amount, a TA must include the following signatures:
 - (A) the Technical Authority; and
 - (B) the Contracting Authority.

Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TAs at any

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

- (e) **Administration of Task Authorization Process for DND:** The administration of the Task Authorization process will be carried out by the Department of National Defence. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.
- (f) **Periodic Usage Reports:**
 - (i) The Contractor must compile and maintain records on its provision of services to the federal government under the Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted 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) 1st quarter: April 1 to June 30;
 - (B) 2nd quarter: July 1 to September 30;
 - (C) 3rd quarter: October 1 to December 31; and
 - (D) 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 10 calendar days after the end of the reporting period.
 - (iii) Each report must contain the following information for each validly issued TA (as revised):
 - (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
 - (B) a title or a brief description of each authorized task;
 - (C) the name, Category of Personnel of each resource involved in performing the TA, as applicable;
 - (D) the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
 - (E) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
 - (F) the start and completion date for each authorized task; and
 - (G) the active status of each authorized task 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 revised):

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
Client Ref. No. - N° de réf. du client W7714-155985		

- (A) the amount, exclusive of Applicable Taxes, specified in the Contract (as last revised, as applicable) as Canada's total liability to the Contractor for all authorized TAs; and
- (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued tasks.
- (g) **Refusal of Task Authorizations:** The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the draft TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the draft TA at pricing not exceeding the rates set out in Annex B. Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 2%. This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).
- (h) **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) **"Minimum Contract Value"** means 1% of the amount identified as the Total Estimated Cost on page one of the Contract when it is first awarded
- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
 - (i) for default;
 - (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - (iii) for convenience within ten business days of Contract award.

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

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

(a) General Conditions:

- (i) 2035 (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

(b) Supplemental General Conditions:

The following Supplemental General Conditions:

- (i) 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
- (ii) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;

apply to and form part of the Contract.

7.5 Security Requirement

The following security requirements (SRCL and related clauses provided by ISP) apply and forms part of the Contract.

- (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 and NATO SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- (b) The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
- (c) The Contractor personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) **must be citizens of Canada** and must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD, PWGSC or **TOP SECRET SIGINT** granted by Communications Security Establishment (CSE) as required.
- (d) The Contractor personnel requiring access to FOREIGN CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.
- (e) The Contractor personnel requiring access to FOREIGN CLASSIFIED information, assets or sensitive work site(s) **must be citizens of Canada** and must EACH hold a valid personnel security screening at the level of **TOP SECRET SIGINT** granted by Communications Security Establishment (CSE).
- (f) The Contractor personnel requiring access to NATO UNCLASSIFIED information or assets do not require to hold a personnel security clearance; however, the Contractor must ensure that the NATO Unclassified information is not releasable to third parties and that the "need to know" principle is applied to personnel accessing this information.

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

- (g) The Contractor personnel requiring access to NATO RESTRICTED information or assets **must be citizens of a NATO member country or a permanent resident of Canada** and EACH hold a valid **RELIABILITY STATUS** or its equivalent, granted or approved by the appropriate delegated NATO Security Authority.
- (h) The Contractor personnel requiring access to **NATO CLASSIFIED** information, assets or sensitive work site(s) **must be permanent residents of Canada or citizens of a NATO member country** and EACH hold a valid personnel security screening at the level of **NATO SECRET**, granted or approved by the appropriate delegated NATO Security Authority.
- (i) The Contractor MUST NOT remove any 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.
- (j) This contract includes access to controlled goods. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada.
- (k) The Contractor must complete and submit a Foreign Ownership, Control and Influence (FOCI) Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to CLASSIFIED NATO/FOREIGN information/assets. Public Works and Government Services Canada (PWGSC) will determine if the company is "Not Under FOCI" or "Under FOCI". When an organization is determined to be Under FOCI, PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed "Not Under FOCI through Mitigation".

The contractor should at all times during the performance of the contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of Not Under FOCI or Not Under FOCI through Mitigation.

All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation.

- (l) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- (m) 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).

NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.

NOTE: There are multiple levels of release restrictions associated with this file. In this instance, a Security Guide should be added to the SRCL clarifying these restrictions. The Security Guide is normally generated by the organization's project authority and/or security authority.

7.6 Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

- (i) The **"Initial Contract Period"**, which begins on the date the Contract is awarded and ends 3 year(s) later; and
 - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (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 3 additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - (ii) Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.7 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Nabil Ghaddab
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: STAMS/ITSPD/EL Division
Address: 11 Laurier Street
Telephone: 819-956-5419
E-mail address: nabil.ghaddab@pwgsc.gc.ca

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

(b) Technical Authority

The Technical Authority for the Contract is:

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

In this person's absence, the Technical Authority is:

Name: _____
Title: _____
Organization: _____
Address: _____

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

Telephone: _____
Facsimile: _____
E-mail address: _____

The Technical Authority [is the representative of the department or agency for whom the Work is being carried out under the Contract and] is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

(c) **Contractor's Representative**

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

7.8 Proactive Disclosure of Contracts with Former Public Servants

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

7.9 Payment

(a) **Basis of Payment**

- (i) **Professional Services and Training provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex 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) **Travel and Living Expenses – National Joint Council Travel Directive:** The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, 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.
- (iii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (iv) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

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 within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the General Conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

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

(b) **Limitation of Expenditure**

- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (ii) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (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 contract funds provided are inadequate for the completion of the Work,

whichever comes first.
- (iii) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

(c) **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization 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

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

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) **Payment Credits**

- (i) If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract or validly issued Task Authorization, 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.
- (ii) **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any 12-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.
- (iii) **Termination for Failure to Meet Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three months' written notice of its intent, if any of the following apply:
 - (A) the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
 - (B) 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 determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.
- (iv) **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.
- (v) **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.
- (vi) **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.
- (vii) **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

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	

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.

7.10 Invoicing Instructions

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

7.11 Certifications

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, or fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to 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 Employment and Social Development Canada (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 _____.

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 Manual clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

- (i) 4002 (2010-08-16) - [Software Development or Modification Services](#)
- (ii) 4006 (2010-08-16) - [Contractor to Own Intellectual Property Rights in Foreground Information](#)
- (c) 2035 (2015-07-03), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.
- (d) Annex A, Statement of Work including; including its Appendices as follows;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the signed Task Authorizations and any Certifications they required;
- (h) the Contractor's bid dated _____ .

7.15 Defence Contract

- (a) SACC Manual clause A9006C (2012-07-16) Defence Contract

7.16 Foreign Nationals (Canadian Contractor)

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

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

7.17 Foreign Nationals (Foreign Contractor)

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

7.18 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.

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

(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.
 - (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 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:

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

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

7.19 Controlled Goods Program

- (a) SACC Manual clause A9131C (2014-11-27) Controlled Goods Program
- (b) SACC Manual clause B4060C (2011-05-16) Controlled Goods

7.20 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 caused by the Contractor's performance or failure to perform the Contract 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's performance or failure to perform the Contract that relate to:
 - (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

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000, whichever is more.

- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(c) **Third Party Claims:**

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

The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

7.21 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - (i) _____ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	

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

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

7.22 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this Contract.

All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- (b) If the Contractor fails to deliver any deliverable (excluding delivery of an 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, Section 08 titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

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

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

- (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.

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

Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the Excusable Delay 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.

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

7.23 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.

7.24 Representations and Warranties

The Contractor made statements regarding its and its proposed resources' experience and expertise in its bid that resulted in the award of the Contract and the 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 through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

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.

7.25 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.

7.26 Transition Services at End of Contract Period

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

7.27 Termination for Convenience

With respect to Section 30 of General Conditions 2035, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:

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.

7.28 Identification Protocol Responsibilities

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

- (a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as Contractor Representatives

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;

- (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.

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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ANNEX A

STATEMENT OF WORK

1. TITLE

Synthetic Aperture Radar (SAR) and Automatic Identification System (AIS) Data Management Services and Data Processing and Analysis Services to support the activities of the Defence Research and Development Canada – Ottawa Research Centre.

2. INTRODUCTION

Defence Research and Development Canada (DRDC) – Ottawa Research Centre of the Department of National Defence has a requirement for the provision of Information Technology (IT) professional services, on an “as and when requested” basis, in the National Capital Region (NCR), to provide data management services and data processing and analysis services for SAR and AIS data. Additionally, there is also a requirement for field trial support.

3. BACKGROUND

DRDC – Ottawa Research Centre (Ottawa Centre) conducts Research and Development (R&D) in support of the Canadian Armed Forces (CAF), with an emphasis on the development of exploitation tools for RADARSAT-2 (RS2) data for geospatial intelligence and terrain analysis applications.

In this context, it is necessary to deal with a large volume of data comprised of primarily satellite imagery (for geospatial intelligence) and AIS data that needs to be:

- a) managed (which includes data acquisition planning, ordering, retrieval and archiving); and
- b) processed and analysed.

4. ACRONYMS

AIS	Automatic Identification System
APT	Acquisition Planning Tool
CAF	Canadian Armed Forces
CBS	Catalogue Browse System
CD	Compact Disk
CSIAPS	Canadian Satellite Imagery Acquisition Planning System (CSIAPS is a DRDC developed system capable of performing multi-sensor acquisition planning, archiving, and coverage analysis).
DMR	Data Management Request
DRDC	Defence Research and Development Canada
DS	Defence Scientist
DVD	Digital Video Disk
EMOC	Enhanced Management of Orders and Conflicts
IT	Information Technology
MURF	Multi-User Request Form
NEODF	National Earth Observation Data Framework
Ottawa Centre	Defence Research and Development Canada – Ottawa Research Centre
PS	Professional Services
RFI	Request for Information
RS2	RADARSAT-2
SAR	Synthetic Aperture Radar
SOW	Statement of Work

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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STK
TA

Satellite Tool Kit
Task Authorization

5. OBJECTIVE

5.1 Data Management Objective

The objective of the data management component is to ensure that the SAR and AIS data are planned, ordered, retrieved and archived as required. This results in SAR and AIS data sets that are accessible (via local computer networks) to the Ottawa Center Defence Scientists (DS's) to perform R&D activities.

5.2 Data Processing and Analysis Objective

The objective of the data processing and analysis component is to perform data processing and analysis of SAR and /or AIS data as required. This work contributes to DS R&D activities at the Ottawa Center.

5.3 Field Trial Support Objective

The objective of the field trial support is to provide on-site support during field trials. This work contributes to DS R&D activities at the Ottawa Center.

6. SCOPE OF WORK

The contractor must provide on an as and when requested basis the required resources to perform SAR and AIS data management, and data processing and analysis in support of R&D activities at the Ottawa Centre. The required resources must complete any of the tasks described below as assigned by the Technical Authority through a Task Authorization.

6.1. PERSONNEL REQUIREMENTS

The Contractor must provide, on an as and when requested basis, Professional Services (PS) resources in each of the following labour categories:

CATEGORY OF PERSONNEL:
Data Management Specialist
Data Processing and Analysis Specialist
Field Trial Support Specialist

6.2. TASKS AND RESPONSIBILITIES

The contractor must fulfill the following tasks and responsibilities on an "as and when requested" basis, including but not limited to:

6.2.1 Category #1 Data Management Specialist

1.	Category	Data Management Specialist
	Overview of Role	The Data Management Specialist will provide data acquisition planning, ordering, retrieving and archiving support for SAR and AIS data sources and collections.

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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1.	Category	Data Management Specialist
	Language Requirement	The resource must be fluent in English.
	Security Requirement	The resource must hold a valid security clearance at the level of RELIABILITY with the ability of obtaining TOP SECRET – SIGINT.
	Tasks and Responsibilities	<p>Tasks and responsibilities could include but are not limited to:</p> <ol style="list-style-type: none"> 1. Receiving and responding to Data Management Requests (DMRs) pertaining primarily to RS2 data order requests; 2. Preparing SAR data orders using acquisition planning tools such as the Acquisition Planning Tool (APT) for RS2. Use other applicable SAR data source mission planning tools as required (i.e. CSIAPS) to develop a data acquisition plan as outlined in the DMR; 3. Deconflicting RS2 data orders (as required) using the Enhanced Management of Orders and Conflicts (EMOC) system; 4. Submitting SAR data orders to the appropriate entity (i.e. RS2 orders are submitted to the Department of National Defence (DND) Orderdesk); 5. Retrieving data from repositories such as the National Earth Observation Data Framework (NEODF) and the Catalogue Browse System (CBS); 6. Copying data to appropriate locations on a shared network for DS's to access; 7. Archiving and retrieving data using the Canadian Satellite Imagery Acquisition Planning System (CSIAPS); 8. Maintaining a database log of SAR data orders submitted and received; 9. Conveying to the DS's via e-mail that their data orders have arrived and where the data resides on the shared network; 10. Preparing and archiving Multi-User Request Forms (MURFs) for data sharing (as required); 11. Managing and archiving e-mails containing various types of data (i.e. RS2 and AIS); 12. Preparing monthly reports based on DMR's; 13. Updating and maintaining a SAR and AIS Data Management Operations Manual that describes the procedures (including step-by-step instructions) to perform the data management responsibilities. <p>SAR data sources include, but are not limited to: RADARSAT-1, RADARSAT-2, TerraSAR-X, TanDEM-X, COSMO-SkyMed-1-4, Sentinel-1, and follow-on missions. The primary SAR data source is RADARSAT-2 and constitutes approximately 95% of DMRs.</p>

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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1.	Category	Data Management Specialist
		<p>AIS data sources include, but are not limited to: exactEarth, Maritime Safety and Security Information System (MSSIS), ORBCOMM, Transport Canada and partner missions.</p> <p>All tasks can be performed in a Windows Operating System environment.</p>

6.2.2 Category #2 Data Processing and Analysis Specialist

2.	Category	Data Processing and Analysis Specialist
	Overview of Role	The Data Analyst will provide data processing and analysis support for SAR and AIS data.
	Language Requirement	The resource must be fluent in English.
	Security Requirement	The resource must hold a valid security clearance at the level of RELIABILITY with the ability of obtaining TOP SECRET – SIGINT.
	Tasks and Responsibilities	<p>Tasks and responsibilities could include but are not limited to:</p> <ol style="list-style-type: none"> 1. Develop processing and analysis methodology in consultation with the Task Technical Authority; 2. Compile the required SAR and AIS data for analysis; 3. Select GOTS and COTS tools as required to facilitate data processing and analysis; 4. Develop or use existing custom software as required to facilitate data processing and analysis; 5. Conduct imagery and data analysis as required; 6. Document procedures and results.

6.2.3 Category #3 Field Trial Support Specialist

3.	Category	Field Trial Support Specialist
	Overview of Role	The Field Trial Support Specialist will provide on-site support during field trials.
	Language Requirement	The resource must be fluent in English.
	Security Requirement	The resource must hold a valid security clearance at the level of RELIABILITY with the ability of obtaining SECRET.
	Tasks and Responsibilities	<p>Tasks and responsibilities could include but are not limited to:</p> <ol style="list-style-type: none"> 1. Transportation of trial support equipment to and from

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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3.	Category	Field Trial Support Specialist
		<p>the location of the field trial site;</p> <p>2. Setup and calibration of trial support equipment (including GPS surveying equipment and radar corner reflectors);</p> <p>3. Reporting on site environment during the trial;</p> <p>4. Reporting on the performance and condition of the trial support equipment;</p> <p>5. Co-ordinating personnel involved in the trial; and</p> <p>6. Training field trial participants on trial support equipment.</p> <p>Field Trials can, and are likely to, occur during irregular hours, evenings and weekends.</p>

6.3. DELIVERABLES

All deliverables, specified under an individual TA, must be provided to the Technical Authority for his review and final approval. An initial draft of each deliverable must be forwarded to the Technical Authority for his review and comment. Deliverables under individual Task Authorizations may include, but are not limited to the following:

1. Data Management Specialist

- a. Monthly Status Report
- b. Data Management Request and Collection Plan Status Report
- c. Operations Manual

2. Data Processing and Analysis Specialist

- a. Source code, user documentation and software validation testing, documented in the form of a contribution to a DRDC Ottawa Technical Report or as a complete Contract Report, as requested. All source code revised or developed is to be thoroughly documented and tested.
- b. Results of data analysis, documented in the form of a contribution to a DRDC Ottawa Technical Report or as a complete Contract Report, as requested.
- c. Monthly Progress Reports
- d. Annual Progress Report

3. Field Trial Support Specialist

- a. Field trial report in the form of a contribution to a DRDC Ottawa Technical Report or as a complete Contract Report, as requested.

6.4. FORMAT OF DELIVERABLES

1. Protected A, B and Secret documents must include one hard copy and one copy in electronic format (on CD or DVD) and shall be hand delivered to the Project/Technical Authority; unclassified documents must be delivered as e-mail attachments.
2. Unless otherwise specified, the resource must provide any required deliverables in electronic format compliant with current DND Office Automation application standards:

2.1 Word processing: MS-Word 2003 or newer;

2.2 Spreadsheet: MS-Excel 2003 or newer;

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

2.3 Presentation: MS-PowerPoint 2003 or newer.

7. REPORTING REQUIREMENT

The Contractor must provide reports, including but not limited to the following:

7.1 Data Management Specialist

a. Monthly Status Report

The Monthly Status Report may be prepared following the contractor's format, but must as a minimum include the following content:

Summary

Provide a summary of significant elements of the report.

Support Report

Provide an updated summary for each month since contract award of hours of support required, hours of support provided, and hours of support not provided.

For the most recent month, the Support Report must:

- i) identify the resource providing the Synthetic Aperture Radar and Automatic Identification System Data Management Services for each day during the month;
- ii) identify the total hours of required support for the month (No. of Working Days in the Month less Statutory Holidays* x 7.5 hours per day);
- iii) identify the total hours of actual support provided during the month;
- iv) identify the total hours of required support not provided during the month; and
- v) allocate the total hours of actual coverage provided to each of the roles undertaken by the Contractor in Data Planning and Acquisition, and Data Archiving and Management.

* as observed by DRDC during the month

Risk Update

Identification of new risks related to the provision of the Synthetic Aperture Radar and Automatic Identification System Data Management Services, update status of unresolved risks

Issue Update

Identification of new issues related to the provision of the Synthetic Aperture Radar and Automatic Identification System and Data Management Services, update status of un-resolved issues

b. Data Management Request and Collection Plan Status Report

The Data Management Request and Collection Plan Status Report may be prepared following the contractor's format, but must as a minimum include the following content:

Status of each active DMR for which the Contractor is involved in providing a response.

Statistical report dealing with all data requirements whose collection is managed by the Contractor.

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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c. Operations Manual

The Operations Manual may be prepared following the contractor's format, but must as a minimum include the following content:

Data management procedures and step-by-step instructions to perform data acquisition planning, ordering, retrieval and archiving.

7.2 Data Processing and Analysis Specialist

a. Monthly and Annual Progress Reports

The Monthly and Annual Progress Reports for each task may be prepared following the contractor's format, but must as a minimum include the following content:

Current activities

Completed activities

Issues arising

Recommendations

Planned activities

Personnel resource levels

The reports must also include:

Part 1: The Contractor must answer the following questions:

- i) Are each of the task authorizations on schedule?
- ii) Is the project within budget?
- iii) Are each of the task authorizations within budget?
- iv) Is the project free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

Part 2: A narrative report, brief, yet sufficiently detailed to enable the Technical Authority to evaluate the progress of the Work, containing as minimum:

- i) A description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs must be included, if necessary, to describe the progress accomplished.
- ii) An explanation of any variation from the work plan.
- iii) A description of trips or conferences connected with the Contract during the period of the report.

7.3 Field Trial Support Specialist

- a. Field trial report in the form of a contribution to a DRDC Ottawa Technical Report or as a complete Contract Report, as requested.

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

8. LOCATION OF WORK

The work of the Data Management Specialist must be performed at the Ottawa Centre.

The work of the Data Analyst is to be performed at the Contractor's facility.

The work of the Field Technician must be performed at the location of the Field Trial.

Meetings between the Contractor resources and the Ottawa Centre TA and other relevant Ottawa Centre staff will occur on an as-needed basis. These meetings will be held on-site at the Ottawa Centre.

Contractor resources working on-site must attend in person, while those resources working off-site may attend in person, via teleconference call or video teleconference (VTC).

There may be a requirement for the Contractor resources to attend meetings within the NCR with CAF and DND, Industry and Academia partners.

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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ANNEX B

BASIS OF PAYMENT

In accordance with the contract, the Contractor will be paid the following firm all-inclusive per diem rates for work performed pursuant to this Contract, GST/HST extra.

INITIAL CONTRACT PERIOD:

Initial Contract Period (Date of Contract award to 3 years after)	
Resource Category	Firm Per Diem Rate
Data Management Specialist	\$
Data Processing and Analysis Specialist	\$
Field Trial Support Specialist	\$

OPTION PERIODS:

Option Period 1 (1 year)	
Resource Category	Firm Per Diem Rate
Data Management Specialist	\$
Data Processing and Analysis Specialist	\$
Field Trial Support Specialist	\$

Option Period 2 (1 year)	
Resource Category	Firm Per Diem Rate
Data Management Specialist	\$
Data Processing and Analysis Specialist	\$
Field Trial Support Specialist	\$

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
---	---	---

Option Period 3 (1 year)	
Resource Category	Firm Per Diem Rate
Data Management Specialist	\$
Data Processing and Analysis Specialist	\$
Field Trial Support Specialist	\$

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

(See Attached Hereto)

Solicitation No. - N° de l'invitation W7714-155985/A Client Ref. No. - N° de réf. du client W7714-155985	Amd. No. - N° de la modif. File No. - N° du dossier 615eIW7714-155985	Buyer ID - Id de l'acheteur 615eI CCC No./N° CCC - FMS No./N° VME
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	Yes	No	Comments
52: False or misleading representation 53: deceptive notice of winning a prize			
Corruption of Foreign Public Officials Act 3: Bribing a foreign public official 4: Accounting 5: Offence committed outside Canada Controlled Drugs and Substance Act 5: Trafficking in substance 6: Importing and exporting 7: Production of substance	<input type="checkbox"/>	<input type="checkbox"/>	
Other Acts 239: False or deceptive statements of the Income Tax Act 327: False or deceptive statements of the Excise Tax Act	<input type="checkbox"/>	<input type="checkbox"/>	

Additional Comment

☐ I, (name) _____, (position) _____, of (company name bidder) _____ authorise PWGSC to collect and use the information provided, in addition to any other information that may be required to make a determination of ineligibility and to publicly disseminate the results.

☐ I, (name) _____, (position) _____, of (company name bidder) _____ certify that the information provided in this form is, to the best of my knowledge, true and complete. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

We appreciate your interest in doing business with The Government of Canada and your understanding on the additional steps that we need to take to protect the integrity of PWGSC's procurement process.

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

Form 2
List of Names Form

In accordance with Part 5 – Integrity Provision – List of Names, please complete the Form below.

Complete Legal Name of Company	
Company's address	
Company's Procurement Business Number (PBN)	
Solicitation number	
Board of Directors (Use Format – first name last name) Or put the list as an attachment	
1. Director	
2. Director	
3. Director	
4. Director	
5. Director	
6. Director	
7. Director	
8. Director	
9. Director	
10. Director	
Other members	
Comments	

Solicitation No. - N° de l'invitation W7714-155985/A	Amd. No. - N° de la modif. 615eI	Buyer ID - Id de l'acheteur 615eI
Client Ref. No. - N° de réf. du client W7714-155985	File No. - N° du dossier 615eIW7714-155985	CCC No./N° CCC - FMS No./N° VME

Form 3 to Part 5 – Bid Solicitation
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 and Social Development Canada \(ESDC\)](#) - Labours' 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).