



**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 Division / Division des  
services professionnels en informatique

11 Laurier St., / 11, rue Laurier

3C2, Place du Portage

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> PROFESSIONAL SERVICES TBIPS	
<b>Solicitation No. - N° de l'invitation</b> W6369-14P5HN/A	<b>Date</b> 2016-03-15
<b>Client Reference No. - N° de référence du client</b> W6369-14P5HN	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZM-384-29977	
<b>File No. - N° de dossier</b> 384zm.W6369-14P5HN	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-04-06</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Beaudoin, Michael	<b>Buyer Id - Id de l'acheteur</b> 384zm
<b>Telephone No. - N° de téléphone</b> (873) 469-4892 ( )	<b>FAX No. - N° de FAX</b> (819) 956-1207
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	DND DJSCS 3-2 101 GOLDENROD DRIVEWAY , BLDG 16 OTTAWA ON K1A 0K2 CANADA	W6369	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATT:Alison WarlowDES PROC 5-3-2-2 OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination		Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	PROFESSIONAL SERVICES TBIPS	D - 1	W6369	1	Each	\$	\$		See Herein	

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384zm

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CCC No./ N° CCC – FMS No/ N° VME

## BID SOLICITATION

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

THE DEPARTMENT OF NATIONAL DEFENCE

PART 1 - GENERAL INFORMATION

PART 2 - BIDDER INSTRUCTIONS

PART 3 - BID PREPARATION INSTRUCTIONS

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

PART 5 - CERTIFICATIONS

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

PART 7 - RESULTING CONTRACT CLAUSES

LIST OF ANNEXES TO THE RESULTING CONTRACT:

ANNEX A	STATEMENT OF WORK
ANNEX B	BASIS OF PAYMENT
ANNEX C	SECURITY REQUIREMENT CHECK LIST (SRCL)
ANNEX D	TASK AUTHORIZATION FORM

ATTACHMENT 3.1	BIDDER SUBMISSION FORM
ATTACHMENT 4.1	EVALUATION CRITERIA
ATTACHMENT 4.2	PRICING SCHEDULE
ATTACHMENT 5.1	BIDDER DECLARATION FORM
ATTACHMENT 5.2	EMPLOYMENT EQUITY - CERTIFICATION

## BID SOLICITATION

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

### THE DEPARTMENT OF NATIONAL DEFENCE

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

This document states terms and conditions that apply to this bid solicitation. It is divided into seven parts plus attachments and annexes

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

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

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

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

Part 5 Certifications: includes the certifications to be provided;

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

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

The annexes include the Statement of Work and any other annexes.

### 1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of the Department of National Defence (the "**Client**") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- (b) *There is a security requirement 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 organization security screening or security clauses, Bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial and Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.*
- (c) *For services requirements, Bidders in receipt of a pension or a lump sum payment are to provide the required information as detailed in article 3 of Part 2 of the bid solicitation. Bidders are requested to include this information in the Bid Submission Form.*

- (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), and the Canada-Panama Free Trade Agreement (CPanFTA), and the Agreement on Internal Trade (AIT).*
- (e) There is a Federal Contractor's Program (FCP) for employment equity requirement associated with this procurement; see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the annex named "Federal Contractor's Program for Employment Equity – Certification."
- (f) Bidders are to provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003, whichever is applicable to this bid solicitation.
- (g) Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2, in all the Workstreams in the National Capital Region under the EN578-055605 series of SAs are eligible to compete. The TBIPS SA EN578-055605 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.
- All TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the *National Capital Region* under the EN578-055605 series of SA's are invited to bid on this requirement.**
- (h) SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-055605 as that joint venture at the time of bid closing in order to submit a bid.
- (i) The Resource Categories described below are required on an as and when requested basis in accordance with the TBIPS SA Annex "A":

**STREAM 1: APPLICATION SERVICES**

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
Programmer/Software Developer	LEVEL 2	1

**STREAM 7: TELECOMMUNICATIONS SERVICES**

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
Telecommunication Technician	LEVEL 2	1

**1.3 Debriefings**

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<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(s).
- (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) Subsections 3 of Section 01, Integrity Provisions - Bid of Standard Instructions – Bid of Standard Instructions 2003 incorporated by reference above are deleted in their 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 and Services – Competitive Requirements is amended as follows:
  - (i) Delete: sixty (60) days
  - (ii) Insert: 180 days

### 2.2 Submission of Bids.

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

### 2.3 Enquiries - Bid Solicitation.

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

the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.4 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:

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



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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.

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

## 2.6 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.

## PART 3 - BID PREPARATION INSTRUCTIONS.

### 3.1 Bid Preparation Instructions

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

- (i) **Section I: Technical Bid: Four (4) hard copies) and Two (2) soft copies on DVD**
- (ii) **Section II: Financial Bid: One (1) hard copy) and One (1) soft copy on DVD**
- (iii) **Section III: Certifications: One (1) hard copy) and One (1) soft copy on DVD**

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 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 submit 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 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) 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 Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

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

If the Bidder has not included the security information 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 "4.1", 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 resources comply is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment "4.1", 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 commenced 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 TBIPS description 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) **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Attachment 4.1. The same individual must not be proposed for more than one Resource Category. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
  - (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
  - (B) For educational requirements for a particular degree, designation or certificate, PWGSC will only consider educational programmes 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).
  - (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 programme, except for experience gained through a formal co-operative programme at a post-secondary institution.

- (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, 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). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
  - (F) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
- (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 information required by Articles the facts identified in the Bidder's bid.
  - (B) For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. 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.
  - (C) **Corporate Profile:** The Bidder is requested to provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.

### 3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate 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:
- (i) the rate bid must not increase by more than 5% from one time period to the next.
  - (ii) the rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- (c) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (d) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.4 Section III: Certifications

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



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
  - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Requests for 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 Five (5) 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 4.1**

### 4.3 Financial Evaluation -

- (a) 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 (b) Financial Evaluation - Method A below). The second method will be used if fewer than three bids are determined responsive (see (c) Financial Evaluation - Method B below).
- (b) **Financial Evaluation - Method A:** The following financial evaluation method will be used if three or more bids are determined responsive:



- (i) **Calculation of Total Bid Price:** The financial evaluation will be conducted using the pricing tables completed by the Bidders and the Firm Per Diem Median Rate Evaluation Method explained below. A financial calculation will occur for each Bidder by multiplying its firm per diem rates, or Median Rate(s) if applicable, for the Initial Contract Period and the option period(s) with the estimated number of days of work for each period, for all the Resource Categories stated in Attachment 4.2 - Pricing Schedule. The sum of such rates will constitute the Total Bid Price for that Bidder.
  - (ii) **Firm Per Diem Median Rate Evaluation**
    - (A) **Use:** The firm per diem median rate calculation will apply to modify the rate to be assessed in the financial evaluation of a Bidder, where that Bidder submits a firm per diem rate for a resource category that is lower than the Lower Band Limit as calculated below. The firm per diem median rate calculation is for evaluation purposes only, and the actual submitted per diem rate will be used in any resulting contract in all instances.
    - (B) **Calculation for both the Initial Contract Period and the Option Period medians:** Using the per diem rate proposed for each individual Resource Category a Median Rate will be determined for each Resource Category for the Initial Contract Period, and for each of the option period(s). For each Resource Category, the Median Rate will be calculated using the median function in Microsoft Excel. A Lower Band Limit will be calculated for each Resource Category and will represent a range that encompasses the Median Rate to a value of minus (-) 20% of the Median Rate. If a Bidder bids a firm per diem rate for a Resource Category that is lower than the Lower Band Limit, that Bidder's financial evaluation will be conducted using a per diem rate equal to the Median Rate for that Resource Category.

For example, if the Median Rate is determined to be \$500 for a Resource Category, the Lower Band Limit would be minus (-) 20% of \$500, or \$400. If a Bidder proposes a firm per diem rate that is lower than \$400, the Median Rate of \$500 will be used in the Bidder's financial evaluation for that Resource Category.
- (c) **Financial Evaluation - Method B:** The following financial evaluation method will be used if less than three bids are determined responsive:
  - (i) **Calculation of Total Bid Price:** The financial evaluation will be conducted using the pricing tables completed by the Bidders. A financial calculation will occur for each Bidder by multiplying its firm per diem rates for the Initial Contract Period and the option period(s) with the estimated number of days of work for each period, for all the Resource Categories stated in Attachment 4.2 - Pricing Schedule. The sum of such rates will constitute the Total Bid Price for that Bidder.
- (d) **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 following information is required:

  - (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided for at least

three months within the eighteen months before the date of this request for price support, and the fees charged were equal to or less than the rate offered to Canada;

- (ii) in relation to the invoice in (i), evidence from the bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation; and
- (iii) 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.

(e) **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.

**4.3 Basis of Selection**

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the **Lowest Priced Responsive Bid** will be recommended for award of a contract.
- (b) One contract may be awarded in total as a result of this bid solicitation.
- (c) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- (d) If more than one Bidder is ranked first because of identical overall scores, then the names of all such first ranked Bidders will be placed in a hat and the winner will be the first name drawn from it. All first ranked Bidders will be invited to witness the event.

## PART 5 – CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with Bid

Bidders must submit the following duly completed certifications as part of their bid in a **sealed envelope labelled protected B** to the attention of:

***Integrity, Departmental Oversight Branch, PWGSC,  
11 Laurier Street, Place du Portage, Phase III, Tower A, 10A1 – room 108, Gatineau  
(Québec) Canada, K1A 0S5***

#### 5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (Attachment 5.1), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### 5.2.1 Integrity Provisions - List of Names

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

### 5.3 Federal Contractors Program for Employment Equity - Bid Certification

- (a) By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list

Solicitation No. – N° de l'invitation  
**W6369-14P5HN**

Amd. No – N° de la modif.

**384zm**

Buyer ID – Id de l'acheteur

Client Ref. No. – N° de réf. De client  
**W6369-14P5HN/A**

File No. – N° du dossier  
**384zm W6369-14P5HN/A**

CCC No./ N° CCC – FMS No/ N° VME

([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

- (b) Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.
- (c) Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

#### **I. Professional Services Resources**

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

#### **II. 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.

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security

Before award of a contract, the following conditions must be met:

- (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- (a) 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.
  - (b) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
  - (c) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

### 6.2 Security Requirement

- (a) At the date of Contract award, the following conditions must be met:
  - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- (b) For additional information on security requirements, Bidders should refer to consult the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (c) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

### 6.3 Controlled Goods Requirement

- (i) SACC Manual clause A9130T (2011-05-16) Controlled Goods Program
- (ii) SACC Manual clause B4060C (2011-05-16) Controlled Goods

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

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

### 7.2 Professional Services.

- (a) **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (b) **Form and Content of draft Task Authorization:**
  - (i) The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in the Contract
  - (ii) The draft Task Authorization will contain the details of the activities to be performed, and must also contain the following information:
    - (A) the task number;
    - (B) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
    - (C) the details of any financial coding to be used;
    - (D) the categories of resources and the number required;
    - (E) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);

- (F) the start and completion dates;
  - (G) milestone dates for deliverables and payments (if applicable);
  - (H) the number of person-days of effort required;
  - (I) whether the work requires on-site activities and the location;
  - (J) the language profile of the resources required;
  - (K) the level of security clearance required of resources;
  - (L) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
  - (M) any other constraints that might affect the completion of the task.
- (c) **Contractor's Response to Draft Task Authorization:** The Contractor must provide to the Technical Authority, within 5 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:**
- (i) To be validly issued, a TA must include the following signatures:
    - (A) for any TA, inclusive of revisions, with a value less than or equal to \$400,000.00 (including Applicable Taxes), the TA must be signed by:
      - (1) the Technical Authority; and
      - (2) the DND Procurement Authority.
    - (B) for any TA, inclusive of revisions, with a value greater than this amount, a TA must include the following signatures:
      - (1) the Technical Authority;
      - (2) the DND Procurement Authority; and
      - (3) the Contracting Authority.

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

**Administration of Task Authorization Process for DND:** The administration of the Task Authorization process will be carried out by Will be determined at Contract Award. This



process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

(e) **Periodic Usage Reports:**

(i) The Contractor must compile and maintain records on its provision of services to the federal government under Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements. 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) 1<sup>st</sup> quarter: April 1 to June 30;
- (B) 2<sup>nd</sup> quarter: July 1 to September 30;
- (C) 3<sup>rd</sup> quarter: October 1 to December 31; and
- (D) 4<sup>th</sup> quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 60 calendar days after the end of the reporting period.

(iii) Each report must contain the following information for each validly issued TA (as amended)

- (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- (B) a title or a brief description of each authorized task;
- (C) the name, Resource category and level of each resource involved in performing the TA, as applicable;
- (D) the total estimated cost specified in the 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 TA's (as amended)

- (A) the amount, exclusive of Applicable Taxes, specified in the Contract (as last amended, as applicable) as Canada's total liability to the Contractor for all validly issued TA's; and
- (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued TA's.

(f) **Consolidation of TA's 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 TA's for administrative purposes.



### 7.3 Minimum Work Guarantee

- (a) In this clause,
- (i) **"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract (excluding Applicable Taxes); and
  - (ii) **"Minimum Contract Value"** means 1 % of the Maximum Contract Value on the date the contract is first issued.
- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with subarticle (c), subject to subarticle (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
- (i) for default;
  - (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
  - (iii) for convenience within ten business days of Contract award.

### 7.4 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<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.

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

- 4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
- 5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
  - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
  - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

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

- (b) **Supplemental General Conditions:** The following Supplemental General Conditions apply to and form part of the Contract.

:

- (i) **4005 (2012-07-16)** Telecommunication Services and Products
- (ii) **4006 (2010-08-16)**, Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- (iii) **2003-1 (2015-04-01)** Supplemental Standard Instructions - Telecommunications

## **7.5 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER**

- (i) The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- (ii) The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- (iii) The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- (iv) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- (v) The Contractor/Offeror must comply with the provisions of the:
  - Security Requirements Check List and security guide (if applicable), attached at Annex C
  - *Industrial Security Manual* (Latest Edition).

## **7.6 Defence Contract**

- (i) SACC Manual clause **A9006C (2012-07-12)** Defence Contract

## **7.7 Controlled Goods Requirement**

- (i) SACC Manual clause **A9130T (2011-05-16)** Controlled Goods Program
- (ii) SACC Manual clause **B4060C (2011-05-16)** Controlled Goods

## 7.8 Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
- (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends 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 2 additional 1-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.

## 7.9 Authorities

(a) **CONTRACTING AUTHORITY**

The Contracting Authority for the Contract is:

***Michael Beaudoin***

***Supply Specialist*** | *Informatics Professional Services Division* | *Acquisitions Branch*

*Public Works and Government Services Canada*

*11 Laurier Street, Gatineau, QC K1A 0S5 (Phase III, 3C2)*

*Telephone 873-469-4862 | Facsimile 819-956-1207*

*michael.beaudoin@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:

***Will be determined at Contract Award***

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

(c) **DND PROCUREMENT AUTHORITY**

*Will be determined at Contract Award*

The DND Procurement Representative is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for matters concerning the administrative aspects of the Work under the Contract, communication with the Contracting Authority on all matters concerning the Contract, procurement initiation authority, providing PWGSC with reports on Contract utilization, management of Contract cash flow and FAA Section 34 approval and processing of all invoices. Technical matters may be discussed with the DND Procurement Representative, however, the DND Procurement Representative has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

(d) **CONTRACTOR'S REPRESENTATIVE**

*Will be determined at Contract Award*

**7.10 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.

**7.11 Payment**

**Basis of Payment**

- (i) **Professional Services**: For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Annex 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) **Calibration Services** The Contractor will be paid for reimbursement of expenses, as authorized by the Crown representative, for repair and overhaul services at cost with no allowance for profit or overhead. All expenses must be supported by invoices, receipts or vouchers.
- (iii) **Material Costs**  
The Contractor will be paid for reimbursement for direct expenses (e.g. minor equipment parts), as authorized by the Crown representative, at cost with no allowance for profit or overhead. All expenses must be support by invoices, receipts or vouchers.
- (iv) **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.

- (v) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract 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.
- (vi) **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.

#### 7.12 Limitation of Expenditure – Cumulative Total of all Task Authorizations

- (i) Canada's total liability to the Contractor under the Contract for all validly issued Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_. Customs duties are \_\_\_\_\_ [insert "included", "excluded" or "subject to exemption, as applicable"] and Applicable Taxes are extra.
- (ii) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- (iii) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- (A) when it is 75 percent committed, or
- (B) 4 months before the contract expiry date, or
- (C) As soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- (i) 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.

**Note to Bidders:** This clause will be completed with information provided in the successful bid.

### 7.13 Method of Payment - Monthly Payment for Professional Services

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

- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (ii) all such documents have been verified by Canada; and
  - (iii) the Work performed has been accepted by Canada.
  - (iv) **Time Verification:** Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.
  - (v) Invoicing Instructions
- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
  - (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
  - (c) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
  - (d) The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

### 7.14 Method of Payment for Task Authorizations with a Firm Price for Calibration Services - Payment on Completion:

- (i) Canada will pay the Contractor upon completion and delivery of all the Work associated with the validly issued Task Authorization in accordance with the payment provisions of the Contract if:
  - (ii) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (iii) all such documents have been verified by Canada; and
  - (iv) the Work delivered has been accepted by Canada.
- (a) **Time Verification**  
Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

### 7.15 Certifications

- (a) The continuous compliance with the certifications provided by the Contractor in its bid, any TA quotation and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification, or fails to provide the associated 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.

#### 7.16 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.

#### 7.17 Applicable Laws

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

#### 7.18 Priority of Documents

- (a) 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:
- (b) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (c) Supplemental General Conditions, in the following order:
  - (i) 4005 (2012-07-16) Telecommunication Services and Products
  - (ii) 4006 (2010-008-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
  - (iii) 2003-1 (2015-04-01) Supplemental Standard Instructions - Telecommunications
- (d) General Conditions 2035 (2015-09-03); General Conditions – Higher Complexity Services
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Security Requirements Check List
- (h) the validly issued Task Authorizations and any required certifications
- (i) Supply Arrangement Number EN578-055605 (the "Supply Arrangement"); and
- (j) the Contractor's bid dated \_\_\_\_\_ *(insert date of bid)*, as clarified on "or" as amended \_\_\_\_\_

#### 7.19 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.*

#### 7.20 Foreign Nationals (Foreign Contractor)

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



## 7.21 Insurance Requirements

The Contractor must obtain Bailee's Customer's Goods insurance while Government Property is under its care, custody or control for repair or servicing, and maintain it in force throughout the duration of the Contract, in an amount of not less than **\$500,000.00**. Government Property must be insured on a **Replacement Cost (new)** basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
  2. The Bailee's Customer's Goods must include the following:
    - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
    - b. Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
    - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by The Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.
- (a) The Contractor is responsible for deciding if any additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract
- (b) **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.



(c) **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 Insured's: 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.

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

**7.22 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 any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
  - (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i) (A) above.
  - (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor'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 terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
  - (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
- (c) **Third Party Claims:**
- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
  - (ii) If Canada is required, as a result of joint and several liability 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.
  - (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

#### 7.23 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is   and that it is comprised of the following members:
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

- (i) [REDACTED] has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
- (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
- (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solitarily 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.*

#### **7.24 Professional Services - General**

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

##### **Replacement of Specific Individuals**

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

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

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

Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that 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 a resource to 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.

## 7.25 Professional Services for Pre-Existing

- (a) **Pre-Existing Software:** The "Pre-Existing Software" consists of the computer programs listed in the Statement of Work which are either proprietary to Canada or licensed to Canada by a third party, in respect of which Canada requires certain professional services.
- (b) **Software Services:** During the Contract Period, the Contractor must provide the Client with the following "Services for Pre-Existing Software" as and when requested by Canada through a Task Authorization:
  - (i) accessing, downloading, storing, installing, loading, processing, configuring and implementing any additional software code related to the Pre-Existing Software (such as new releases, versions, patches, and bug fixes), as soon as it becomes available;
  - (ii) keeping track of the software publisher's software releases for the purpose of configuration control; and
- (c) **No Software Development:** The Contractor is not required to develop, program or provide additional software code related to the Pre-Existing Software as part of the Work performed under the Contract.
- (d) **Access:** Canada will provide to the Contractor any information regarding any passwords, authorization codes or similar information that might be necessary to perform the Software Services, provided that in doing so Canada is not in default of any obligations regarding the use of the Pre-Existing Software. The Contractor agrees that it is a term of the Contract that it will not

Solicitation No. – N° de l'invitation  
**W6369-14P5HN**

Amd. No – N° de la modif.

**384zm**

Buyer ID – Id de l'acheteur

Client Ref. No. – N° de réf. De client  
**W6369-14P5HN/A**

File No. – N° du dossier  
**384zm W6369-14P5HN/A**

CCC No./ N° CCC – FMS No/ N° VME

disclose or distribute any part of the Pre-Existing Software to any other person or entity or otherwise violate the proprietary rights of the owner of the Pre-Existing Software.

#### **7.26 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.

#### **7.27 Representations and Warranties**

The Contractor made statements regarding its **own** and its proposed resources' experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have and maintain, 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.

#### **7.28 Government Property**

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

## ANNEX B – STATEMENT OF WORK

### 1. BACKGROUND

- 1.1 The international Search and Rescue Satellite - Cosmicheskaya Sistema Poiska Avariynyh Sudov-Search and Rescue Satellite-Aided Tracking (COSPAS-SARSAT) system utilizes Search and Rescue Repeaters (SARRs) installed on satellites to facilitate the detection and location of air Emergency Locator Transmitters (ELT), marine Emergency Position-Indicating Radio Beacons (EPIRB), and Personal Locator Beacons (PLB) emergency distress beacons. The system will be modified to utilize a mix of three different satellite types: Low-altitude Earth Orbit Search and Rescue polar orbiting satellites (LEOSAR), Geostationary Earth Orbit Search and Rescue satellites (GEOSAR), and Medium Earth Orbit Search and Rescue satellites (MEOSAR) to provide Search and Rescue (SAR) agencies worldwide with emergency alerting and localization services. The current COSPAS-SARSAT system uses LEOSAR and GEOSAR satellites.
- 1.2 The Canadian Technical Evaluation Centre (CTEC) functions as a mission support facility to verify that the SARSAT LEOSAR and MEOSAR SARRs are operating in accordance with their COSPAS-SARSAT technical and operational specifications. This involves health monitoring and the use of specific periodic testing and reporting programs to ensure continued compliance with these requirements. The CTEC has an emergency beacon simulator system which supports specialized system testing, such as Local User Terminal (LUT) commissioning and performance evaluation, testing and evaluation of hardware and software modifications prior to their installation into the operational LUTs, and other specialized beacon testing programs. The CTEC is a multi-use test facility that may be expanded to include the Communications Research Centre (CRC) Ottawa to accommodate the MEOSAR System.
- 1.3 The CTEC directly supports worldwide SAR operations with commissioned LUTs. These facilities provide SAR alert data to the Canadian Mission Control Centre (CMCC) for onward distribution into the COSPAS-SARSAT network. The CTEC can provide back-up support to SAR operations should a primary LUT site fail.
- 1.4 The infrastructure and test systems for the MEOLUT, MEOSAR, and Follow-On Program # 4 (SARR FOP IV) LEOSAR systems are not currently implemented at the CTEC. These systems are under development by the Department of National Defence (DND) and will become operational during the lifetime of this contract. They will be integrated into the CTEC facility and will require operational and maintenance support for their lifetimes.



## **2. OBJECTIVE**

- 2.1 The provision of Professional Services is required to support the technical maintenance and operational services required for the ongoing operations of the CTEC.

## **3. SCOPE**

- 3.1 The CTEC is a manned satellite tracking and processing facility that is capable of being configured to perform multiple tasks. Its principal functions include the following:

- a. Receive and record the SARSAT spacecraft downlink signal in order that further studies, processing, and analysis of these signals are facilitated;
- b. Detect and determine the location of active ELT/EPIRB/PLB signals found in the downlink signals;
- c. Produce calibrated uplink signals that simulate the transmissions of ELT/EPIRB/PLB signals under varying conditions;
- d. Transmit simulated orbitography and other types of beacon signals required for system testing;
- e. Perform specific commissioning tests in cooperation with the applicable domestic and international agencies on the SARSAT SARR instruments after launch in order to verify the correct satellite operation and to ensure that the technical parameters are within allowable COSPAS-SARSAT limits prior to the operational handover of the SARR to the SAR agencies;
- f. Conduct ongoing periodic tests over the functional lifetime of the SARSAT SARRs to verify that the SARRs' operational and technical performance remain within specifications;
- g. Receive, process, analyze, and store telemetry and housekeeping data from the operational SARR instruments in order to ensure that the health of the SARR instruments is maintained within specified limits;
- h. Conduct tests and investigations of the SARRs to resolve on-orbit failures, anomalies, and other performance degradations as required by the Technical Authority (TA);
- i. Transmit SARR commands to the applicable Satellite Operations and Control Centre (SOCC) or its delegated agency in order to change the configuration of the operational SARRs when required;

- j. Be configured as an operational LEOLUT, GEOLUT or MEOLUT in order to test and evaluate hardware and software modifications prior to their installation in the operational LUTs. These commissioned LUTs may also provide temporary back-up support to SAR operations should one of the Canadian operational LUTs fail;
- k. Provide support to national and international COSPAS-SARSAT system exercises and testing as required by the TA, the Canadian Mission Control Centre (CMCC) staff, and the international COSPAS-SARSAT community;
- l. Monitor the 406 MHz SAR band for interference and other unauthorized signals which could degrade the operational use of the band;
- m. Publish and present test reports and technical papers;
- n. Conduct specialized data collection and analysis, simulations, tests, investigations and studies;
- o. Modify the In-Orbit Performance Monitoring System (IOPMS) hardware and software as required to maintain its operational capability. This will correct faults and deficiencies, upgrade obsolete components with newer technology, and implement new capabilities and future test programs; and
- p. Perform other related work to assist with the development, implementation, testing, reporting and documentation of the CTEC LEOSAR and MEOSAR systems.

#### **4. APPLICABLE DOCUMENTS**

- 4.1 The following documents contain detailed system descriptions and other information that may be relevant to the work being performed under this contract. These documents are available at the CTEC for reference, as required. These documents may be updated and the latest version will take precedence as follows:
  - a. CTEC IOPMS Program Documentation;
  - b. COSPAS-SARSAT System Documents;
  - c. LEOLUT 600 System Managers Manual (MN-1066-10302/R), December 2012;
  - d. LEOLUT 600 Operators Manual (MN-1066-10301/N), June 2012;
  - e. LEOLUT 600 Series 3 Hardware and Maintenance Manual (MN-1066-30001/D), September 2011;

- f. EMS Beacon Simulator Operators Manual (MN-1168-10012/003), March 2003;
  - g. EMS Beacon Simulator Hardware and Maintenance Manual (MN-1168-10013/003), March 2003;
  - h. Operating and Service Manual for Model KAW2020 Kalmus Power Amplifier (1-70-366-001/004), Rev C, 8 February 2002;
  - i. GEOLUT 600 System Manager's Manual (MN-1066-10006/J), June 2011;
  - j. GEOLUT 600 Operator's Manual (MN-1066-10002/K), June 2011;
  - k. GEOLUT 600 Series 3 Hardware and Maintenance Manual (MN-1066-30004/D), June 2010;
  - l. MEOLUT 600 System Managers Manual (MN-1066-19003/C), November 2008;
  - m. MEOLUT 600 Operator's Manual (MN-1066-19004/C), November 2008;
  - n. MEOLUT 600 Hardware and Maintenance Manual (MN-1066-19022/A), November 2008;
  - o. FOP II and III SARR End Item Data Packages (EIDP);
  - p. FOP IV LEOSAR documentation [TBD];
  - q. CRC MEOLUT documentation [TBD]; and
  - r. MEOSAR documentation [TBD].
- 4.2 All documents and other material released to the Contractor's personnel to perform the tasks in this SOW will remain the property of the Crown. The Contractor shall not divulge, disseminate or reproduce such documents without the written permission of the Crown. All Crown documents utilized by the Contractor shall be returned to the TA upon termination of this contract or upon request in the same condition as they were received.

## **5. CONSTRAINTS**

- 5.1 The resources must be available to work on DND premises within the National Capital Region (NCR) between the hours of 07:00 to 17:00, Monday to Friday, excluding statutory holidays.

- 5.2 The resources may be required and must be available to perform tasks outside of normal working hours such as immediately after a satellite launch or on weekends or holidays. The TA will advise the resources of such need as far in advance of the requirement as possible.
- 5.3 The resources may be required and must be available for on-call and call-back services. On-call will require the resource to remain available at a specified telephone number provided by the Contractor. Call-back will require that the resources return to the CTEC site as soon as possible upon receiving a call-back request and will arrive no later than one hour after receiving the call-back request.

## **6. TASKS**

- 6.1 The CTEC Technician (T.4 Telecommunication Technician, Level 2), is responsible for the daily operations of the CTEC facility and must perform the following:
  - 6.1.1 Perform hardware preventive and corrective maintenance on the CTEC components not covered by other maintenance contracts. This includes the purchase and installation of required materials such as tools, parts, components and assemblies for:
    - a. IOMPS, including National Instruments LabWindows environment; and
    - b. Test equipment, including spectrum analyzers, signal generators, linear amplifiers, oscilloscopes, power supplies and uninterruptable power supplies (UPS);
  - 6.1.2 Coordinate the calibration and hardware corrective maintenance of the CTEC components with the appropriate contractor or other facility;
  - 6.1.3 Install hardware and software updates and/or fixes to CTEC components;
  - 6.1.4 Conduct post-launch engineering evaluation tests and periodic on-orbit payload evaluation tests on the SARSAT SARRs;
  - 6.1.5 Produce a LEOSAR Commissioning Test Report in cooperation with the CTEC Test Specialist in accordance with the prescribed format. The report is to be submitted to the TA for review and approval no later than 45 days after the activation of the satellite and will include the following tests:
    - a. Total Downlink Received Signal Power;
    - b. Spectral Occupancy of the Downlink;

- c. Spurious Output Levels;
- d. Received Signal Power of 406 MHz Test Beacons;
- e. Location Accuracy of 406 MHz Test Beacons;
- f. AGC Dynamic Range;
- g. Modulation Index;
- h. Translation and Transmitter Frequencies;
- i. Channel Bandwidth and Amplitude Ripple; and
- j. Intermodulation and Harmonic Levels;

Upon request by the TA, these tests or a subset of them will be completed more frequently than described above.

6.1.6 Produce LEOSAR Periodic Test Reports, in cooperation with the CTEC Test Specialist a minimum of every six months, for each operational COSPAS-SARSAT LEOSAR satellite in order to identify any degradation in the system performance. The reports shall be completed in accordance with the prescribed format and submitted to the TA for review and approval no later than 15 days after the completion of the tests for the particular SARR instrument. The report shall include the results of the following tests:

- a. Total Downlink Received Signal Power;
- b. Spectral Occupancy of the Downlink;
- c. Location Accuracy of 406 MHz Test Beacons;
- d. Modulation Indices of the Repeaters; and
- e. Translation and Transmitter Frequencies;

6.1.7 Produce a MEOSAR Commissioning Test Report in cooperation with the CTEC Test Specialist in accordance with the prescribed format. The report is to be submitted to the TA for review and approval in accordance with the schedule specified by the TA. The report shall include the tests prescribed in the MEOSAR commissioning standard, currently under development by the International COSPAS-SARSAT Programme.;

- 6.1.8 Produce MEOSAR Periodic Test Reports in cooperation with the CTEC Test Specialist in accordance with the schedule specified by the TA for each operational COSPAS-SARSAT MEOSAR satellite in order to identify any degradation in the system performance. The reports shall be completed in accordance with the prescribed format and be submitted to the TA for review and approval at the conclusion of the test period. The report shall include the results of the tests prescribed in the MEOSAR on-orbit test standard [TBD];
- 6.1.9 Conduct Special Investigations and Technical Studies (SITS) in cooperation with the CTEC Test Specialist, as required by the TA, and prepare reports for review and approval by the TA no later than 30 days after the completion of the test or study. The TA will provide an outline of the nature, scope, schedule and report requirements for the SITS. The specific content and format of the report shall be as described by the TA prior to the commencement of the SITS;
- 6.1.10 Assist with the analysis of satellite test data by noting and offering interpretation of unusual test results;
- 6.1.11 Perform routine system tests to evaluate system updates or modifications or to investigate system anomalies;
- 6.1.12 Manage the archiving and retrieval of system test results;
- 6.1.13 Assist the TA in the conduct of additional test programs and prepare detailed test documentation and reports suitable for distribution to all COSPAS-SARSAT parties, engineering staff and other domestic and foreign agencies;
- 6.1.14 Prepare documentation such as Hardware/Software Problem Reports (H/SPR), Design Change Requests (DCR), Engineering Change Notices (ECN) and new documentation versions or releases when required in support of the configuration control activities for the CTEC facility. This shall include annually reviewing the status of all CTEC configuration items and making recommendations to the TA concerning their update, required changes, impact, priority and the schedule for such changes;
- 6.1.15 Maintain and update equipment maintenance logs, as and when required;
- 6.1.16 Assist the TA with the inspection, installation and evaluation of the SARSAT equipment;
- 6.1.17 Prepare, modify or update technical documents as required;
- 6.1.18 Recommend changes to improve system testing and/or performance; and

6.1.19 Analyze maintenance, calibration, repair and overhaul data and advise the TA of any major maintenance requirements in order that the TA may take appropriate action.

6.2 The CTEC Test Specialist (A.6 Programmer/Software Developer, Level 2), is responsible for development, testing, implementation, documentation and maintenance of specialized test program software and analysis of test results and must perform the following:

6.2.1 Software maintenance on CTEC components;

6.2.2 Install vendor-provided software updates and/or fixes to the CTEC components;

6.2.3 Manage the IOPMS software in support of post-launch engineering and periodic evaluation tests for the SARSAT SARRs. All IOPMS software applications must be compatible with National Instruments LabWindows/CVI version 8.5 or later;

6.2.4 Monitor post-launch engineering and periodic evaluation tests of the SARSAT SARRs to identify IOPMS improvements;

6.2.5 Perform post-launch engineering evaluation tests and periodic payload evaluation tests on both the SARSAT SARRs as required;

6.2.6 Produce a LEOSAR Commissioning Test Report in accordance with the prescribed format, to be submitted to the TA for review and approval no later than 45 days after the activation of the satellite. The following tests in cooperation with the CTEC Technician shall be performed:

a. Total Downlink Received Signal Power;

b. Spectral Occupancy of the Downlink;

c. Spurious Output Levels;

d. Received Signal Power of 406 MHz Test Beacons;

e. Location Accuracy of 406 MHz Test Beacons;

f. AGC Dynamic Range;

g. Modulation Index;

h. Translation and Transmitter Frequencies;



- i. Channel Bandwidth and Amplitude Ripple; and
  - j. Intermodulation and Harmonic Levels;
- 6.2.7 Produce LEOSAR Periodic Test Reports, in cooperation with the CTEC Technician, a minimum of every six months for each operational COSPAS-SARSAT LEOSAR satellite in order to identify any degradation in the system performance. The reports shall be produced in accordance with the prescribed format and shall be submitted to the TA for review and approval no later than 15 days after the completion of the tests for the particular SARR instrument. The reports shall include the results of the following tests:
- a. Total Downlink Received Signal Power;
  - b. Spectral Occupancy of the Downlink;
  - c. Location Accuracy of 406 MHz Test Beacons;
  - d. Modulation Indices of the Repeaters; and
  - e. Translation and Transmitter Frequencies;
- 6.2.8 Produce a MEOSAR Commissioning Test Report in accordance with the prescribed format. The report is to be submitted to the TA for review and approval no later than 60 days after the activation of the satellite and to include the tests prescribed in the MEOSAR commissioning standard [TBD];
- 6.2.9 Produce MEOSAR Periodic Test Reports, approximately every six months for each operational COSPAS-SARSAT MEOSAR satellite in order to identify any degradation in the system performance. The reports shall be in accordance with the prescribed format and submitted to the TA for review and approval no later than 30 days after the completion of the tests for the particular SARR instrument. The report shall include the results of the tests prescribed in the MEOSAR on-orbit test standard [TBD];
- 6.2.10 Conduct SITS as required by the TA and prepare reports for review and approval by the TA no later than 30 days after the completion of the test or study in cooperation with the CTEC Technician. The TA will provide an outline of the nature, scope, schedule and report requirements for the SITS. The specific content and format of the report shall be as described by the TA prior to the commencement of the SITS;
- 6.2.11 Develop, maintain, and document changes to the SARR telemetry

monitoring and commanding system as required by the TA;

- 6.2.12 Develop and implement new IOPMS software in consultation with the TA;
- 6.2.13 Analyze satellite test data, pointing out and offering interpretation of unusual test results;
- 6.2.14 Assist the TA in developing new tests to evaluate system updates or modifications or to investigate system anomalies;
- 6.2.15 Assist the TA in the development of additional test programs and prepare detailed test documentation and reports suitable for distribution to all COSPAS-SARSAT parties;
- 6.2.16 Prepare documentation such as H/SPRs, DCRs, ECNs and new documentation versions or releases when required in support of the configuration control activities for the CTEC facility. This shall include annually reviewing the status of all CTEC configuration items and making recommendations to the TA concerning their update, required changes, impact, priority and the schedule for such changes;
- 6.2.17 Assist the TA with the inspection, installation and evaluation of the SARSAT equipment; and
- 6.2.19 Prepare, modify or update CTEC software support documents.

## **7. DELIVERABLES**

- 7.1 The CTEC Technician and the CTEC Test Specialist must cooperatively produce and deliver the following reports:
  - 7.1.1 SARR Commissioning Test Reports;
  - 7.1.2 SARR Payload Periodic Test Reports;
  - 7.1.3 Special Investigation and Technical Study (SITS) Reports;
  - 7.1.4 406 MHz Interferer Reports; and
  - 7.1.5 A monthly Progress Report.
- 7.2 The CTEC Technician must produce and deliver the following documents:

- 7.2.1 Reports on additional tests as required;
  - 7.2.2 Configuration control and software maintenance documentation;
  - 7.2.3 Updated maintenance logs;
  - 7.2.4 Updated technical documents;
  - 7.2.5 Recommendations for improvements to system testing and/or performance as required; and
  - 7.2.6 Recommendations for major maintenance requirements as required.
- 7.3 The CTEC Test Specialist must produce and deliver the following items:
- 7.3.1 Reports on additional tests as required;
  - 7.3.2 Documented changes to the SARR telemetry monitoring and commanding system;
  - 7.3.3 New and updated IOPMS software as required;
  - 7.3.4 Configuration control and software maintenance documentation; and
  - 7.3.5 Updated software support documents.
- 7.4 All deliverables are to be provided in one (1) hard copy and soft copy compatible with MS Office 2010 Professional or later.

## **8. LOCATION OF WORK**

- 8.1 Work must be performed within the NCR, primarily at the SARRSAT CTEC facility in Ottawa, ON. Workspace with applicable computer equipment and a telephone will be provided by DND.

## **9. TRAVEL**

- 9.1 The resources may be required to travel outside the NCR in the performance of the tasks. The TA will notify the resources at least one week in advance of any requirement to travel, if possible. However, there may be circumstances where the resources must travel on short notice. In such cases, the TA will try to give at least one day's notice.
- 9.2 All travel must be pre-approved by the TA or the delegated authority and must be in accordance with the National Joint Council Travel Directive.

- 9.3 The resources must submit a trip report in a format acceptable to the TA no later than 10 working days upon return from travel.
- 9.4 Expenses for pre-approved travel outside the NCR will be reimbursed in accordance with the National Joint Council Travel Directive.

## **10. LANGUAGE**

- 10.1 The resources must be fluent in the English language. Fluent means that the individual must be able to communicate orally and in writing without any assistance and with minimal errors.

## **11. SECURITY**

- 11.1 As the CTEC is a component of an operational SAR system, preventive maintenance at the CTEC, which may result in extended service outages, shall be controlled and shall be conducted in accordance with a schedule agreed upon with the TA. Normally, all preventive maintenance activities shall be conducted during regular business hours, unless operational constraints prevent it. In such cases, these activities will be performed outside normal working hours. The TA will authorize any such non-routine scheduling of preventive maintenance activities in advance. The resources must possess a security clearance which permits them unescorted access to the CTEC facility outside normal business hours.

## **12. PROGRESS REVIEW MEETINGS**

- 12.1 Progress review meetings will be held, on an as-required basis, to discuss any aspect of this contract and/or the work. They shall be held at a time and place mutually agreeable to the Contractor, the TA, and the DND Procurement Authority (PA). The Contractor shall be responsible for the preparation and distribution of the minutes of such meetings. Minutes shall be prepared in the Contractor's own format and be distributed within five working days of the meeting.

## **13. PROGRESS REPORTS**

- 13.1 A progress report containing the following information must accompany each monthly invoice:
  - a. Invoicing period;
  - b. Tasks performed;
  - c. Potential problem areas and issues of concern with recommendations to mitigate these issues;

- d. Resource's name working on each task;
- e. Number of hours spent on each task;
- f. Total labour costs indicating on-call, call-back and overtime charges shown separately;
- g. List of all other direct charges such as materials, tools, parts and components;

All charges being submitted for reimbursement must be accompanied by original receipts.

#### **14. ACCEPTANCE**

- 14.1 The progress reports will be reviewed and approved by the TA prior to the payment of the invoice.
- 14.2 The SARR commissioning and on-orbit periodic test reports will be reviewed and approved by the TA within 15 days of receipt.

#### **15. TRAINING AND FAMILIARIZATION**

- 15.1 Canada will not provide technology or other type of training. Training required by the resources to perform specific assignments will be at the Contractor's time and expense.
- 15.2 In the course of the work, the resources may be required to climb onto the roof of the CTEC facility to gain access to antennas, cables and other items. The resources must be trained in the applicable safety policies, standards, and procedures for climbing on such structures. If required, the Contractor shall also provide the resources with any required safety equipment and instruction for its correct use and maintenance.
- 15.3 Canada will, wherever possible, provide standards, policies, guidelines and appropriate documentation to describe how the application systems are designed and configured, as well as other assistance needed to help the resources to work on application systems.

#### **16. CALIBRATION SERVICES**

- 16.1 The equipment listed, (includes but not limited to) may require calibration services. Calibration services are required on an annual basis and are expected to be completed at the annual expiry date of the previous calibration, as follows:

Description	P/N	Qty	Calibration Cycle
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Agilent PXA Spectrum Analyzer	N9030A	1	1 year
Agilent Counter/Analyzer	53230A	1	1 year
Agilent DC Power Module 50V, 5A, 100W	N6751A	2	1 year
Agilent DC Power Module 50V, 10A, 100W	N6752A	1	1 year
Agilent DC Power Module 20V, 2.5A, 50W	N6733B	1	1 year
Agilent Waveform Generator	33512B	1	1 year
Agilent Data Acquisition Unit	34972A	1	1 year
Keysight Analog Signal Generator	N5173B-520	1	1 year

16.2 When this equipment is delivered and accepted, the date of the last calibration will be included on the equipment. The work process for the calibration services is as follows:

16.2.1 The Contractor shall arrange for the calibration of the equipment through a certified calibration service provider.

16.2.2 The Contractor will ensure the completion of the calibration of the equipment, including shipment to and from the calibration service provider.

16.2.3 The deliverable(s) is(are) the “calibration certification” following the completion of the calibration services.

## ANNEX B

### BASIS OF PAYMENT

#### On-Call and Call Back

For on-call requirements, all proposed personnel must be available to work on-call requirements outside regular business hours 24 hours per day including Saturdays, Sundays and statutory holidays. To support the Contractor in satisfying this requirement, DND may provide the contractor with pagers. For every 12 hours, 1 hour will be paid at the hourly rate to the maximum of 11 hours per week.

For call-back requirements, when the Contractor has been authorized to respond to an incident while on-call outside of regular business hours, call-back payment is as follows: There shall be a minimum charge of four (4) hours at the applicable hourly rate. The pay rate for the service shall be at the regular hourly rate. If the work period exceeds four (4) hours, the Contractor shall be paid at the applicable hourly rate for the remaining time.

The firm hourly rate for on-call and call-back will be in accordance with the firm per diem rates specified in the TBIPS contract and shall be calculated as follows: Firm Per Diem Rate for applicable resource category divided by 7.5 hours. GST/HST extra for all professional services performed.

#### INITIAL CONTRACT PERIOD:

INITIAL CONTRACT PERIOD 2016-2019		
Resource Category	Level of Expertise	Firm Per Diem Rate
Telecommunication Technician	Level 2	
Programmer/Software Developer	Level 2	

#### OPTION PERIODS:

OPTION PERIOD 1 2019-2020		
Resource Category	Level of Expertise	Firm Per Diem Rate
Telecommunication Technician	Level 2	
Programmer/Software Developer	Level 2	

OPTION PERIOD 2 2020-2021		
Resource Category	Level of Expertise	Firm Per Diem Rate
Telecommunication Technician	Level 2	
Programmer/Software Developer	Level 2	



## ANNEX C SRCL



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

Common PS SRCL#7

Security Classification / Classification de sécurité  
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

Common PS SRCL#7

Security Classification / Classification de sécurité  
UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?

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

☒ No ☐ Yes  
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

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

☒ No ☐ Yes  
Non Oui

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

Document Number / Numéro du document :

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

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

☒ RELIABILITY STATUS  
COTE DE FIABILITÉ  
  
☐ TOP SECRET - SIGINT  
TRÈS SECRET - SIGINT  
  
☐ SITE ACCESS  
ACCÈS AUX EMPLACEMENTS

☐ CONFIDENTIAL  
CONFIDENTIEL  
  
☐ NATO CONFIDENTIAL  
NATO CONFIDENTIEL

☐ SECRET  
SECRET  
  
☐ NATO SECRET  
NATO SECRET

☐ TOP SECRET  
TRÈS SECRET  
  
☐ COSMIC TOP SECRET  
COSMIC TRÈS SECRET

Special comments:

Commentaires spéciaux :

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

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

10. b) May unscreened personnel be used for portions of the work?

Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

☒ No ☐ Yes  
Non Oui

If Yes, will unscreened personnel be escorted?

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

☒ No ☐ Yes  
Non Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?

Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?

Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No ☐ Yes  
Non Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?

Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No ☐ Yes  
Non Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?

Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?

Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☒ No ☐ Yes  
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada





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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes  
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes  
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat

Common PS SRCL#7

Security Classification / Classification de sécurité  
UNCLASSIFIED

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Centralized Professional Services System, CPSS

Professional Services - Methods of Supply

*Reuben Lorne*

Telephone No. - N° de téléphone  
000-000-0000

Facsimile No. - N° de télécopieur  
000-000-0000

E-mail address - Adresse courriel  
SSPC.CPSS@tpsgc-pwgsc.gc.ca

Date  
2012/03/13

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Charron, Annick

SO

*Annick Charron*

Telephone No. - N° de téléphone  
819-956-0615

Facsimile No. - N° de télécopieur  
819-934-1449

E-mail address - Adresse courriel  
annick.charron@tpsgc-pwgsc.gc.ca

Date

*March 20, 2012*

**15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?**

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No

☐ Yes

☐ Non

☐ Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

*Jacques Saumur*

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

*27-MARCH-2012*

**Jacques Saumur**

**Contract Security Officer, Contract Security Division**

**Jacques.Saumur@tpsgc-pwgsc.gc.ca**

**Tel/Tél - 613-948-1732 / Fax/Téléc - 613-954-4171**



**ANNEX D- SAMPLE  
TASK AUTHORIZATION  
AUTORISATION DE TÂCHES**

ALL INVOICES/PROGRESS CLAIMS MUST SHOW THE REFERENCE CONTRACT AND TASK NUMBERS TOUTES LES FACTURES DOIVENT INDiquer LES NUMÉROS DU CONTRAT ET DE LA TÂCHE		Contract no. - N° du contrat																																						
		Task no. - N° de la tâche																																						
Amendment no. - N° de la modification <b>OR</b>	Increase/Decrease – Augmentation/Réduction <b>\$</b>	Previous Value – Valeur précédente <b>\$</b>																																						
Financial Coding : CC: Fund: GL: PO:	Expenditure Limit Services: \$ 00,000.00 HST: \$ 00,000.00 Travel: \$ 00,000.00	<b>TO THE CONTRACTOR:</b>  You are requested to supply the following materiel/services in accordance with the terms of the above referenced contract. Each delivery shall be accompanied by a packing note or delivery slip.  Please advise the undersigned if the delivery date cannot be met. Invoices shall be prepared in accordance with the instructions set out in the contract.																																						
<b>Total including HST:</b> \$ 00,000.00																																								
<b>TO – À</b>  Insert		<b>À L'ENTREPRENEUR:</b>  Vous êtes prié de fournir le matériel ou les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls le matériel ou les services mentionnés dans le contrat doivent être fournis l'appui de cette demande.  Chaque livraison doit être accompagnée d'un bordereau d'emballage ou de livraison. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.																																						
<b>DELIVER TO - EXPÉDIEZ À</b>																																								
<b>DELIVERY DATE - DATE DE LIVRAISON</b>  dd mmm yyyy																																								
Contract Item No N° d'article du contrat	<b>Services</b>			<b>Cost Prix</b>																																				
<b>A. PERIOD OF SERVICES:</b> dd mmm yyyy to dd mmm yyyy.																																								
<b>B. STATEMENT OF WORK:</b>  Insert																																								
<b>C. LANGUAGE REQUIREMENTS:</b> Insert																																								
<b>D. RESOURCE DETAILS:</b>																																								
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 30%;">Category</th><th style="width: 15%;">Number of Resources</th><th style="width: 10%;">Level</th><th style="width: 15%;">Firm Per Diem Rate</th><th style="width: 20%;">Estimated Number of Days</th><th style="width: 10%;">Total Cost</th></tr></thead><tbody><tr><td>Insert additional rows as required</td><td></td><td></td><td></td><td></td><td style="text-align: right;">\$ 00,000.00</td></tr><tr><td colspan="5" style="text-align: right;">Estimated Professional Services Costs:</td><td style="text-align: right;">\$ 00,000.00</td></tr><tr><td colspan="5" style="text-align: right;">HST:</td><td style="text-align: right;">\$ 00,000.00</td></tr><tr><td colspan="5" style="text-align: right;">Estimated Travel Costs:</td><td style="text-align: right;">\$ 00,000.00</td></tr><tr><td colspan="5" style="text-align: right;">Total Estimated Costs:</td><td style="text-align: right;">\$ 00,000.00</td></tr></tbody></table>					Category	Number of Resources	Level	Firm Per Diem Rate	Estimated Number of Days	Total Cost	Insert additional rows as required					\$ 00,000.00	Estimated Professional Services Costs:					\$ 00,000.00	HST:					\$ 00,000.00	Estimated Travel Costs:					\$ 00,000.00	Total Estimated Costs:					\$ 00,000.00
Category	Number of Resources	Level	Firm Per Diem Rate	Estimated Number of Days	Total Cost																																			
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Estimated Professional Services Costs:					\$ 00,000.00																																			
HST:					\$ 00,000.00																																			
Estimated Travel Costs:					\$ 00,000.00																																			
Total Estimated Costs:					\$ 00,000.00																																			
<b>E. LIMITATION OF EXPENDITURE:</b> The maximum limitation of expenditure for services is \$00,000.00, plus HST of \$00,000.00 for a total of \$00,000.00, and is subject to downward adjustment only, based on actual hours worked.																																								
<b>F. AUTHORITIES:</b>																																								
1. <b>Procurement Authority:</b> Name Phone: 613-xxx-xxxx Fax: 613-xxx-xxxx																																								
2. <b>Technical Authority:</b> Name Phone: 613-xxx-xxxx Fax: 613-xxx-xxxx																																								

	<p><b>G. INVOICES:</b> the Contractor must send one copy of all invoices to the Contracting Authority and the original plus two copies, with progress reports and timesheets, to the Procurement Authority.</p> <p><b>Invoices sent via postage mail are to be submitted as follows:</b></p> <p><b>Invoices sent via courier are to be submitted to the Distribution Centre on Sacré-Coeur Blvd as per DND instructions and must be clearly labelled as follows:</b></p> <p><b>H. SECURITY:</b> Insert</p> <p><b>I. THIS TASK IS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED IN CONTRACT NUMBER:</b> W</p> <p><b>J. THE PROCUREMENT AUTHORITY HEREBY APPROVES THE TASK AUTHORIZATION IDENTIFIED ABOVE:</b></p> <div style="display: flex; justify-content: space-between; margin-bottom: 20px;"> <div style="width: 45%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>             Name (type or print)         </div> <div style="width: 45%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>             Title (type or print)         </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>             Signature:         </div> <div style="width: 45%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>             Date         </div> </div> <p><b>K. THE CONTRACTOR HEREBY ACCEPTS THE TASK AUTHORIZATION IDENTIFIED ABOVE:</b></p> <div style="display: flex; justify-content: space-between; margin-bottom: 20px;"> <div style="width: 45%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>             Name (type or print)         </div> <div style="width: 45%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>             Title (type or print)         </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>             Signature:         </div> <div style="width: 45%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>             Date         </div> </div>	
	<b>GST/HST</b>	
	<b>Total</b>	
<p><b>APPLICABLE ONLY TO PWGSC CONTRACTS:</b> The Contracting Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p><b>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC :</b> La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p>  <div style="border-top: 1px solid black; margin-top: 20px; display: flex; justify-content: space-between;"> <span>for the Department of Public Works and Government Services</span> <span>pour le ministère des Travaux publics et services gouvernementaux</span> </div>		

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Buyer ID – Id de l'acheteur

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File No. – N° du dossier  
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### ATTACHMENT3.1

BID SUBMISSION FORM		
<b>Bidder's full legal name</b>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003]  <b>[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.]</b>		
<b>Jurisdiction of Contract:</b> 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)		
<b>Bidder's Proposed Site(s) or Premises Requiring Safeguard Measures.</b> See Part 3 for instructions.		
Address of proposed site or premise: _____ City: _____ Province: _____ Postal Code: _____ Country: _____		
<b>Former Public Servants</b> See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".		
Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"		
Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?		



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	Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
<b>Security Clearance Level of Bidder</b> [include both the level and the date it was granted] <b>[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.]</b>		
<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"><li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li><li>2. This bid is valid for the period requested in the bid solicitation;</li><li>3. All the information provided in the bid is complete, true and accurate; and</li><li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li></ol>		
<b>Signature of Authorized Representative of Bidder</b>		

## ATTACHMENT 4.1

### MANDATORY CRITERIA

Item	Mandatory Criteria	Met	Not Met	Resume Cross Reference Location
<b>T.4 Telecommunication Technician, Level 2 – CTEC Technician</b>				
M1	<p>The resource must have a minimum of six (6) years of demonstrated experience within the last eight (8) years in a high tech environment, working in an electronics laboratory, government, private commercial firm or educational institution.</p> <p>Responsibilities must have included the operation, troubleshooting and maintenance of test equipment, satellite earth station systems, Radio Frequency (RF) communications systems and network and computer communications systems.</p>			
M2	<p>Certification as a communications technologist or electronics technician from an electronics school, community college or military communications school or equivalent, as acceptable by the Ontario Association of Certified Engineering Technicians and Technologists (OACETT).</p> <p><b>A copy of the certification must be included with the proposal.</b></p>			
M3	The resource must have a minimum of five (5) years of demonstrated experience within the last eight (8) years working with Very High Frequency (VHF) / Ultra High Frequency (UHF) RF receiver and transmitter systems and satellite tracking and antenna systems.			
M4	The resource must have a minimum of five (5) years of demonstrated experience within the last eight (8) years with the use of general purpose test equipment such as spectrum analyzers, signal generators and oscilloscopes.			
M5	The resource must have a minimum of five (5) years of demonstrated experience within the last eight (8) years, performing preventive and corrective hardware maintenance procedures including diagnostics, troubleshooting, fault-finding and repair of electronic equipment.			
M6	<p>The resource must have a minimum of two (2) years of demonstrated experience within the last eight (8) years using networked computer system hardware and Internet Explorer and MS Office applications.</p> <p>Networked computer system hardware may include, but is not limited to gateways, routers, network bridges, switches, hubs, repeaters and other related hardware.</p>			

Item	Mandatory Criteria	Met	Not Met	Resume Cross Reference Location
M7	The resource must have a minimum of one (1) year of demonstrated experience within the last eight (8) years operating, troubleshooting and maintaining peripherals including mass storage drives, instrument controllers, General Purpose Interface Bus (GPIB), graphics terminals and operating systems such as LINUX.			

Item	Mandatory Criteria	Met	Not Met	Resume Cross Reference Location
<b>A.6 Programmer/Software Developer, Level 2 – CTEC Test Specialist</b>				
M1	The resource must have a minimum of six (6) years of demonstrated combined experience within the last eight (8) years with a minimum of one year in each of the following: <ul style="list-style-type: none"> <li>• developing system requirements;</li> <li>• designing and maintaining software applications;</li> <li>• using standard telecommunications test equipment;</li> <li>• developing and evaluating test procedures in accordance with specifications; and</li> <li>• producing technical documentation and test reports.</li> </ul>			
M2	Graduation from university with a degree in software engineering, computer engineering, electrical engineering or computer science.  OR Graduation from university with a degree in engineering or physics and graduated from a community college with a diploma in computer programming.  <b>A copy of the certification must be included with the proposal.</b>			
M3	The resource must have a minimum of four (4) years of demonstrated experience within the last eight (8) years designing, coding, testing and documenting with the C programming language.			
M4	The resource must have a minimum of four (4) years of demonstrated experience within the last eight (8) years working with National Instruments Lab Windows/CVI 8.5 software or later.			
M5	The resource must have a minimum of two (2) years of demonstrated experience within the last eight (8) years using networked computer system hardware and Internet Explorer and MS Office applications.			
M6	The resource must have a minimum of two (2) years of demonstrated experience within the last eight (8) years designing, coding, testing and documenting with the LINUX operating system.			
M7	The resource must have a minimum of two (2) years of demonstrated experience within the last eight (8) years providing software design solutions for Java applications.			
M8	The resource must have a minimum of two (2) years of demonstrated experience within the last eight (8) years with computer-controlled test equipment including communications protocol Transmission Control Protocol/Internet Protocol (TCP/IP) for interfacing of test equipment in an RF environment.			

<b>Item</b>	<b>Mandatory Criteria</b>	<b>Met</b>	<b>Not Met</b>	<b>Resume Cross Reference Location</b>
M9	The resource must have a minimum of two (2) years of demonstrated experience within the last eight (8) years implementing configuration management procedures.			
M10	The resource must have a minimum of two (2) years of demonstrated experience within the last eight (8) years writing software code, user manuals and test reports in accordance with accepted domestic and international content and format standards.			

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## ATTACHMENT 4.2 PRICING SCHEDULE

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

### INITIAL CONTRACT PERIOD:

INITIAL CONTRACT PERIOD 2016-2019				
	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate or Lower Median Band Limit Rate whichever is higher	Total Cost (C x D)
Telecommunication Technician	Level 2	240	\$	\$
Programmer/Software Developer	Level 2	240	\$	\$
TOTAL PRICE INITIAL CONTRACT PERIOD				\$

### OPTION PERIODS:

OPTION PERIOD 1 2019-2020				
	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate or Lower Median Band Limit Rate whichever is higher	Total Cost (C x D)
Telecommunication Technician	Level 2	240	\$	\$
Programmer/Software Developer	Level 2	240	\$	\$
TOTAL PRICE OPTION PERIOD 1				\$

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OPTION PERIOD 2 2020-2021				
	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate or Lower Median Band Limit Rate whichever is higher	Total Cost (C x D)
Telecommunication Technician	Level 2	240	\$	\$
Programmer/Software Developer	Level 2	240	\$	\$
TOTAL PRICE OPTION PERIOD 2				\$

#### TOTAL BID PRICE

TOTAL BID PRICE	
(INITIAL CONTRACT PERIOD + OPTION PERIOD 1 + OPTION PERIOD 2 )	\$



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W6369-14P5HN/A

File No. – N° du dossier  
384zm W6369-14P5HN/A

CCC No./ N° CCC – FMS No/ N° VME

## ATTACHMENT 5.1 BIDDER DECLARATION FORM

<b>Declaration Form</b>	
<i>(This declaration form must be submitted as part of the bidding process. Please complete and submit in a <b>sealed envelope labelled "Protected"</b> to the attention of Integrity, Departmental Oversight Branch, PWGSC and include the sealed envelope with your bid submission)</i>	
<b>Complete Legal Name of Company:</b>	
<b>Company's address:</b>	
<b>Company's Procurement Business Number (PBN):</b>	
<b>Solicitation Number:</b>	
<b>Date of Bid: (YY-MM-DD)</b>	

<b>Have you ever, as the bidder, your affiliate or as one of your directors, been convicted or have pleaded guilty of an offence in Canada or similar offence elsewhere under any of the following provisions <sup>1</sup>:</b>			
	<b>Yes</b>	<b>No</b>	<b>Comments</b>
<b>Financial Administration Act</b>  80 (1) d): False entry, certificate or return 80 (2): Fraud against Her Majesty 154.01: Fraud against Her Majesty  <b>Criminal Code</b> 121: Frauds on the government and contractor subscribing to election fund 124: Selling or Purchasing Office 380: Fraud – committed against Her Majesty 418: Selling defective stores to Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	
<b>In the last 3 years, have you, as the bidder, your affiliates or one of your directors, been convicted or have pleaded guilty of an offence in Canada or elsewhere under any of the following provisions <sup>1</sup>:</b>			
<b>Criminal Code</b>  119: Bribery of judicial officers,... 120: Bribery of officers 346: Extortion 366 to 368: Forgery and other offences resembling forgery 382: Fraudulent manipulation of stock exchange transactions 382.1: Prohibited insider trading 397: Falsification of books and documents 422: Criminal breach of Contract 426: Secret commissions 462.31 Laundering proceeds of crime 467.11 to 467.13: Participation in activities of criminal organization  <b>Competition Act</b> 45: Conspiracies, agreements or arrangements between competitors 46: Foreign directives 47: Bid rigging 49: Agreements or arrangements of federal financial institutions	<input type="checkbox"/>	<input type="checkbox"/>	



## ATTACHMENT 5.2

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - ☐ A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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