



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des**  
**soumissions - TPSGC**  
11 Laurier St. / 11, rue Laurier  
Place du Portage , Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5

**REQUEST FOR PROPOSAL /**  
**DEMANDE DE SOUMISSION**

**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**  
Science Procurement Directorate/Direction de  
l'acquisition  
de travaux scientifiques  
11C1, Phase III  
Place du Portage  
11 Laurier St. / 11, rue Laurier  
Gatineau, Québec K1A 0S5

<b>Title-Sujet</b> PROFESSIONAL SERVICES – TBIPS-TIER 2 NCR	
<b>Solicitation No. - N° de l'invitation</b> W8474-15TN01/A	<b>Date</b> 2016-03-14
<b>Client Reference No. - N° de référence du client</b> W8474-15TN01	
<b>GETS Reference No. - N° de référence de SEAG</b>	
<b>File No. – N° de dossier</b> 003sl.W8474-15TN01	<b>CCC No./N° CC – FMS NO. / N° VME</b>
<b>Solicitation Closes – L'invitation prend fin</b>  <b>at – à 02:00 PM</b> <b>on – le 2016-04-25</b>	<b>Time Zone /</b> <b>Fuseau horaire</b> Eastern Standard Time (EST) / Heure normale de l'est (HNE)
<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> Bitsene, Marlene	<b>Buyer Id – Id de</b> <b>l'acheteur</b> 003sl
<b>Telephone No. - N° de téléphone</b> (819)956-9489	<b>FAX No. - N° de FAX</b>
<b>Destination of Goods, Services and Construction:</b> <b>Destinations des biens, services et construction :</b>  Specified Herein Précisé aux présentes	

**Instructions : See Herein**

**Instructions : voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein – voir aux présentes	<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/de</b> <b>l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**BID SOLICITATION**

**FOR**

**CONTRACTS AGAINST A SUPPLY**

**ARRANGEMENT**

**FOR**

**TASK-BASED INFORMATICS PROFESSIONAL SERVICES**

**(TBIPS) (TIER 2 - NCR)**

**FOR**

**ENGINEERING SUPPORT SERVICES (ESS)**

**AND PROJECT MANAGEMENT SUPPORT SERVICES (PMSS)**

**IN SUPPORT OF**

**THE DIRECTOR GENERAL INFORMATION MANAGEMENT**

**(DGIMPD) PROJECT DELIVERY**

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## THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

### PART 1 – GENERAL INFORMATION

#### 1.1 INTRODUCTION

This document states terms and conditions that apply to bid solicitation # W8474-15-TN01/A. It is divided into eight parts plus annexes and attachments as follows:

- Part 1 General Information:** provides a general description of the requirement;
- Part 2 Bidder Instructions :** provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions:** provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications:** includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements:** includes specific requirements that must be addressed by bidders;
- Part 7 Resulting Engineering Support Services (ESS) Contract Clauses:** includes the clauses and conditions that will apply to any resulting ESS contract; and
- Part 8 Resulting Project Management Support Services (PMSS) Contract Clauses:** includes the clauses and conditions that will apply to any resulting PMSS contract.

The annexes include the Statement of Work, including the TA Resources Assessment Criteria and Response Table, the Tasking Assessment Procedure, the Basis of Payment, the Security Requirements Checklist (SRCL), the Sample Reports, the DND 626 Task Authorization (TA) Form and the Certifications at the TA Stage.

The attachments include the Bid Submission Form, the Technical Bid Evaluation Criteria, the Financial Bid Response Templates and the Federal Contractors Program for Employment Equity - Certification.

#### 1.2 SUMMARY

- (a) This bid solicitation is being issued to satisfy the requirement of the Department of National Defence (the "Client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply. It is Canada's intention to issue two separate contracts.

In the case where a Bidder would want to respond to both requirements, i.e. ESS and PMSS, separate bids are to be provided. Each bid will be required to respond to the requirements detailed herein in the appropriate Statements of Work, Annex A1 – Statement of Work – ESS and Annex A2 – Statement of Work – PMSS. Both separate contracts could be awarded to a same Bidder.

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- (b) It is intended to award one ESS contract in the following Streams, for two years, plus three one-year irrevocable options allowing Canada to extend the term of the contract.
- (i) Stream 1 (A) – Application Services
  - (ii) Stream 6 (C) – Cyber Protection Services
  - (iii) Stream 7 (T) – Telecommunications Services
- (c) It is also intended to award one PMSS contract in the following Streams, for two years, plus three one-year irrevocable options allowing Canada to extend the term of the contract.
- (i) Stream 4 (B) – Business Services
  - (ii) Stream 5 (P) – Project Management Services
- (d) All the resources under both contracts will be called-up on an “as-and-when-requested” basis through the use of Task Authorizations.
- (e) There is a security requirement associated with this requirement. For additional information, see Part 6 – Security, Financial and Other Requirements, Part 7 – Resulting ESS Contract Clauses and Part 8 – Resulting PMSS Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations – Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- (f) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- (g) This procurement is subject to the Controlled Goods Program.
- (h) Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2 - NCR,
- (i) in all the Streams and Resource Categories for ESS identified herein, if submitting for ESS, or
  - (ii) in all the Streams and Resource Categories for PMSS identified herein, if submitting for PMSS, or
  - (iii) in all the Streams and Resource Categories for both ESS and PMSS identified herein, if submitting for both ESS and PMSS,
- 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.
- (i) 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.
- (j) For each Stream, the Resource Categories described below are required on an as-and-when-requested basis in accordance with Annex “A” of the TBIPS RFSA:

CONTRACT	STREAM	RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED per YEAR				
				Contract Period Year 1	Contract Period Year 2	Option Period 1	Option Period 2	Option Period 3
ESS	STREAM 1	A.8 System Analyst	3	1				
		A.11. Tester	3			1	1	1
	STREAM 6	C.3 IT Security TRA and C&A Analyst	3	1		1		1
	STREAM 7	T.2 Satellite Communications Specialist / Ground Station Engineer	3	2		1	2	2
		T.2 Satellite Communications Specialist / Integrated Logistics Support (ILS) Engineer	3	1		1	1	1
		T.2 Satellite Communications Specialist / Satellite Payload Engineer	3	1	1	5	5	5
		T.2. Satellite Communication Specialist / Senior Systems Advisor	3			2	2	2
T.8. Radio Frequency (RF) Engineer	3	1	1	1	1	1		
PMSS	STREAM 4	B.1. Business Analyst	2				1	1
			3				1	1
		B.7. Business Transformation Architect	2				1	1
	3				1	1	1	
	STREAM 5	P.6. Project Administrator	2	1	1	1	1	1
			3			1	1	1
		P.7 Project Coordinator	2			1		
			3			1		
		P.9. Project Manager	2			1	1	1
			3			1	1	1
			P.10. Project Scheduler	2				1
		P.12 Risk Management Specialist	2					
			3			1	1	
	P.13 Independent IT Project Review Team Leader	2					1	1
3						1	1	
P.14 Independent IT Project Reviewer	2				1			
	3					1	1	

Solicitation No. - N° de l'invitation  
W8482-145909/B  
Client Ref. No. - N° de réf. du client  
W8482-145909

Amd. No. - N° de la modif.  
File No. - N° du dossier  
003sIW8474-15TN01

Buyer ID - Id de l'acheteur  
003sI  
CCC No./N° CCC - FMS No/ N° VME

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### 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 fifteen (15) working days of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

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## PART 2 – BIDDER INSTRUCTIONS

### 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual \(http://sacc.pwgsc.gc.ca/sacc/index-e.jsp\)](http://sacc.pwgsc.gc.ca/sacc/index-e.jsp) issued by Public Works and Government Services Canada (PWGSC).
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract(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, with the following modifications: with Subsection 5.4 amended by deleting “sixty (60) days” and inserting “180 days”. If there is a conflict between the provisions of 2003 and this document, this document prevails.

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

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

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

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

### 2.2 SUBMISSION OF BIDS

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

### 2.3 FORMER PUBLIC SERVANT

- (a) Information Required  
Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum Payment must bear the closest public scrutiny, and reflect fairness in the spending of public

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funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Bidders must provide the information required below before contract award.

(b) Definitions

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

- i. an individual;
- ii. an individual who has incorporated;
- iii. a partnership made of former public servants; or
- iv. 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:

- i. name of former public servant;
- ii. date of termination of employment or retirement from the Public Service.

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

(d) Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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- i. name of former public servant;
  - ii. conditions of the lump sum payment incentive;
  - iii. date of termination of employment;
  - iv. amount of lump sum payment;
  - v. rate of pay on which lump sum payment is based;
  - vi. period of lump sum payment including start date, end date and number of weeks;
  - vii. number and amount professional fee, of other contracts subject to the restrictions of a work force adjustment program.

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

## 2.4 ENQUIRIES – BID SOLICITATION

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 APPLICABLE LAWS

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

A Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their bid submission.

## 2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

If Bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are submitted to the

Contracting Authority in accordance with the article entitled "Enquiries – Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

## **2.7 INTELLECTUAL PROPERTY (IP)**

Any IP arising from the performance of the Work will belong to the Contractor, unless otherwise specified in the specific Task Authorization (TA).

The TA will therefore include clauses associated with Canada's ownership of the IP.

## **2.8 VOLUMETRIC DATA**

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

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## PART 3 – BID PREPARATION INSTRUCTIONS

### 3.1 BID PREPARATION INSTRUCTIONS

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

- i. Section I: Technical Bid (3 hard copies and 1 soft copy on CD or USB flash drive, in PDF format compatible with Adobe Reader X)
- ii. Section II: Financial Bid (1 hard copy and 1 soft copy on CD or USB flash drive, in PDF format compatible with Adobe Reader X)
- iii. Section III: Certifications not included in the Technical Bid (1 hard copy and 1 soft copy on CD or USB flash drive, in PDF format compatible with Adobe Reader X))

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

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

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

**(c) Canada's Policy on Green Procurement:** The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process See the [Policy on Green Procurement \(http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, Bidders are encouraged to :

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

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

- i. The submission of more than one bid for any of the two requirements, i.e. ESS and PMSS, from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will set aside all bids received from members of that bidding group.
- ii. For the purposes of this article, "bidding group" means all entities, whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc., that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "related" for the purposes of this bid solicitation if:
  - A. they are the same legal entity, i.e., the same natural person, corporation, partnership, limited liability partnership, etc.;
  - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
  - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another, either as a result of an agency arrangement or any other form of fiduciary relationship; or
  - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

**(e) Joint Venture Experience:**

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

Example: A Bidder is a joint venture consisting of members L and O. A bid solicitation requires that the Bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the Bidder has previously done the work. This Bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
- ii. A joint venture Bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

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

can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A Bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the Bidder demonstrate experience providing resources for a 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

The technical bid consists of the following:

- (a) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form-Attachment 1 with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (b) **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 : \_\_\_\_\_

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

**(c) Substantiation of technical Compliance:**

- i. The technical bid must substantiate the compliance with the specific articles of Attachment 2 – Technical Bid – Bidder’s Response Templates, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid- this information can be referenced in the “Bidder’s Response” column of Attachment 2 Technical Bid – Bidder’s Response Templates, 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.
- ii. **For Previous Similar Projects:** Where the bid must include a description of previous similar projects:
  - A. 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);
  - B. a project must have been completed by the bid closing date;
  - C. each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and
  - D. 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 descriptions of the Resource Categories identified in Annex A1 – SOW ESS and Annex A2 – SOW PMSS. 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.
- iii. **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Attachment 2 – Technical Bid – Bidder’s Response Templates. The same individual must not be proposed for more than one Resource Category or more than one Stream. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described, including any educational requirements, work experience requirements, and professional designation or membership requirements. With respect to the proposed resources:
  - A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work

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

### 3.3 SECTION II : FINANCIAL BID

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Attachment 3 – Financial Bid – Bidder's Response Templates of this bid solicitation and Annex "Y" to Part A of their Supply Arrangement. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.

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- (b) Variation in Resource Rates by Time Period:** For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
- i. the rate bid must not increase by more than 5% from one time period to the next, and
  - ii. the rate bid for the same Resource Category during option period must not be lower than the rate bid for year 2 in 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, excluding Travel and Living cost. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (d) Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.4 SECTION III : CERTIFICATIONS

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

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## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 EVALUATION PROCEDURES

- (a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
- i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have three (3) 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 three (3) working days of a request by the Contracting Authority.
  - iii. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 TECHNICAL EVALUATION

- (a) **Mandatory Technical Criteria :**  
Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 2 – Technical Bid – Bidder’s Response Templates.

(b) **Point-Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 2 – Technical Bid – Bidder's Response Templates.

(c) **Number of Resources Evaluated:**

Only a certain number of resources per Resource Category will be evaluated as part of this bid solicitation as identified in Attachment 2 – Technical Bid – Bidder's Response Templates. Additional Resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 – Resulting Contract Clauses – ESS and Part 8 – Resulting Contract Clauses - PMSS, the Article titled "Task Authorization". When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form's Statement of Work. The proposed resource will then be assessed against the criteria identified in the Contract's Statement of Work in accordance with Appendix B1 to Annex A1 – TA Resources Assessment Criteria and response Table – ESS or Appendix B2 to Annex A2 – TA Resources Assessment Criteria and response Table – PMSS.

(d) **References Checks**

- i. If a reference check is performed, Canada may conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders within a 48-hour period using the email address provided in the bid. Canada will not award any points unless the response is received within five (5) working days of the date that Canada's email was sent.
- ii. If Canada does not receive a response from the contact person within the five (5) working days, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.
- iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iv. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement, as applicable, if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- v. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all Bidders who have not, at that point, been found non-responsive.

#### 4.3 FINANCIAL EVALUATION

- (a) The financial evaluation will be conducted using the firm per diem rates provided by the responsive bid(s).
- (b) There are two possible financial evaluation methods for this requirement. The first method will be used if three or more bids are determined responsive, see (c) Financial Evaluation - Method A

below. The second method will be used if fewer than three bids are determined responsive, see (d) Financial Evaluation - Method B below.

(c) **Financial Evaluation - Method A:** The following financial evaluation method will be used if three or more bids are determined responsive:

(i) **STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BAND LIMITS FOR EACH PERIOD AND EACH RESOURCE CATEGORY:** The Contracting Authority will establish, for each period and each Resource Category, the median band limits based on the firm per diem rates provided by the technically responsive bids. For each such Resource Category the median will be calculated using the median function in Microsoft Excel and will represent a range that encompasses any rate to a value of minus (-) 20% of the median, and an upper range to a value of plus (+) 30% of the median. When an even number of technically responsive bids have been determined, an average of the middle two rates will be used to calculate the median band limits and for an odd number of technically responsive bids, the middle rate will be used.

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

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

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

$$\frac{\text{Lowest proposed firm per diem rate within the median band limits}}{\text{Bidder's proposed firm per diem rate within the median band limits}} \times \text{Maximum Points Assigned at Table 1 below}$$

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

CONTRACT	TABLE 1 - MAXIMUM POINTS ASSIGNED - ESS						
	RESOURCE CATEGORIES	Level of Expertise	Initial Contract Period (2 years)	Option Period 1	Option Period 2	Option Period 3	Total Points
ESS	A.8 System Analyst	3	10	10	10	10	40
	A.11. Tester	3	10	10	10	10	40
	C.3 IT Security TRA and C&A Analyst	3	10	10	10	10	40
	T.2 Satellite Communications Specialist / Ground Station Engineer	3	10	10	10	10	40
	T.2 Satellite Communications Specialist / Integrated Logistics Support (ILS) Engineer	3	10	10	10	10	40

	T.2 Satellite Communications Specialist / Satellite Payload Engineer	3	10	10	10	10	40
	T.2. Satellite Communication Specialist / Senior Systems Advisor	3	10	10	10	10	40
	T.8. Radio Frequency (RF) Engineer	3	10	10	10	10	40
	<b>TOTAL (ESS)</b>		<b>80</b>	<b>80</b>	<b>80</b>	<b>80</b>	<b>320</b>

CONTRACT	TABLE 1 - MAXIMUM POINTS ASSIGNED - PMSS						
	RESOURCE CATEGORIES	Level of Expertise	Initial Contract Period (2 years)	Option Period 1	Option Period 2	Option Period 3	Total Points
PMSS	B.1. Business Analyst	2	10	10	10	10	40
	B.1. Business Analyst	3	10	10	10	10	40
	B.7. Business Transformation Architect	2	10	10	10	10	40
	B.7. Business Transformation Architect	3	10	10	10	10	40
	P.6. Project Administrator	2	10	10	10	10	40
	P.6. Project Administrator	3	10	10	10	10	40
	P.7 Project Coordinator	2	10	10	10	10	40
	P.7 Project Coordinator	3	10	10	10	10	40
	P.9. Project Manager	2	10	10	10	10	40
	P.9. Project Manager	3	10	10	10	10	40
	P.10. Project Scheduler	2	10	10	10	10	40
	P.10. Project Scheduler	3	10	10	10	10	40
	P.12 Risk Management Specialist	2	10	10	10	10	40
	P.12 Risk Management Specialist	3	10	10	10	10	40

	P.13 Independent IT Project Review Team Leader	2	10	10	10	10	40
	P.13 Independent IT Project Review Team Leader	3	10	10	10	10	40
	P.14 Independent IT Project Reviewer	2	10	10	10	10	40
	P.14 Independent IT Project Reviewer	3	10	10	10	10	40
	TOTAL (PMSS)		180	180	180	180	720

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

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

Lower median rate: value of minus (-) 20% of the median;

Upper median rate: value of plus (+) 30% of the median.

TABLE 2 - EXAMPLE OF A FINANCIAL EVALUATION USING METHOD A:							
Resource Category	Max. Points	Bidder 1		Bidder 2		Bidder 3	
		Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
Project Administrator	150 (75 pts. per year)	\$400.00	\$400.00	\$420.00	\$450.00	\$450.00	\$450.00
Business Analyst	100 (50 pts. per year)	\$600.00	\$600.00	\$600.00	\$620.00	\$650.00	\$820.00
Project Manager	50 (25 pts. per year)	\$555.00	\$900.00	\$750.00	\$800.00	\$700.00	\$800.00
<b>TOTAL</b>	300						
<b>STEP 1 - Establishing the lower and upper median band limits for each year and each resource category</b>							
(Median 1)	For the Project Administrator Resource Category, the year 1 median would be \$420.00. The lower median band limit would be \$336.00 and higher median band limit would be \$546.00.						
(Median 2)	For the Project Administrator Resource Category, the year 2 median would be \$450.00. The lower median band limit would be \$360.00 and higher median band limit would be \$585.00.						
(Median 3)	For the Business Analyst Resource Category, the year 1 median would be \$600.00. The lower median band limit would be \$480.00 and higher median band limit would be \$780.00.						
(Median 4)	For the Business Analyst Resource Category, the year 2 median would be \$620.00. The lower median band limit would be \$496.00 and higher median band limit would be \$806.00.						
(Median 5)	For the Project Manager Resource Category, the year 1 median would be \$700.00. The lower median band limit would be \$560.00 and higher median band limit would be \$910.00.						
(Median 6)	For the Project Manager Resource Category, the year 2 median would be \$800.00. The lower median band limit would be \$640.00 and higher median band limit would be \$1,040.00.						

STEP 2 - Points Allocation:	
<b>Bidder 1:</b>	
Project Administrator Year 1 = 75 points (lowest rate within the lower and upper median band limits) Project Administrator Year 2 = 75 points (lowest rate within the lower and upper median band limits)	
Business Analyst Year 1 = 50 points (lowest rate within the lower and upper median band limits) Business Analyst Year 2 = 50 points (lowest rate within the lower and upper median band limits)	
Project Manager Year 1 = 0 points (outside the lower and higher median band limits) Project Manager Year 2 = 22.22 points (based on the following calculation = (Lowest rate of \$800.00 / Bidder's proposed rate of \$900.00) Multiplied by 25 pts)	
<b>Bidder 2:</b>	
Project Administrator Year 1 = 71.43 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$420.00) Multiplied by 75 pts) Project Administrator Year 2 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)	
Business Analyst Year 1 = 50 points (lowest price within the lower and upper median band limits) Business Analyst Year 2 = 48.39 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$620.00) Multiplied by 50 pts)	
Project Manager Year 1 = 23.33 points (based on the following calculation = (Lowest rate of \$700.00 / Bidder's proposed rate of \$750.00) Multiplied by 25 pts) Project Manager Year 2 = 25 points (lowest price within the lower and upper median band limits)	
<b>Bidder 3:</b>	
Project Administrator Year 1 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts) Project Administrator Year 2 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)	
Business Analyst Year 1 = 46.15 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$650.00) Multiplied by 75 pts) Business Analyst Year 2 = 0 points (outside the lower and higher median band limits)	
Project Manager Year 1 = 25 points (lowest price within the lower and upper median band limits) Project Manager Year 2 = 25 points (lowest price within the lower and upper median band limits)	
STEP 3 - Financial Score:	
<b>Bidder 1:</b>	$75 + 75 + 50 + 50 + 0 + 22.22 =$ Total Financial Score of 272.22 points out of a possible 300 points
<b>Bidder 2:</b>	$71.43 + 67.67 + 50 + 48.39 + 23.33 + 25 =$ Total Financial Score of 284.82 points out of a possible 300 points
<b>Bidder 3:</b>	$66.67 + 66.67 + 46.15 + 0 + 25 + 25 =$ Total Financial Score of 229.49 points out of a possible 300 points

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

(i) **STEP 1 - AVERAGE COMPARISON:** If there is only one bid, this step will not occur.

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

<b>TABLE 3 - EXAMPLE OF THE AVERAGE COMPARISON IN METHOD B:</b>				
<b>STEP 1</b>				
Resource Category	Bidder 1		Bidder 2	
	Year 1	Year 2	Year 1	Year 2
Project Administrator	\$800.00	\$800.00	\$850.00	\$900.00
Business Analyst	\$1,000.00	\$1,000.00	\$1,400.00	\$1,650.00
Project Manager	\$1,200.00	\$1,200.00	\$1,300.00	\$1,650.00
Total	\$3,000.00	\$3,000.00	\$3,550.00	\$4,200.00
Total Average Rate (Total divided by 3 Resource Categories)	\$1,000.00	\$1,000.00	\$1,183.33	\$1,400.00
lower	\$1,000.00	\$1,000.00		
higher			\$1,183.33	\$1,400.00
higher minus lower divided by lower equals a Delta Percentage			18.3%	40%
In the above example, Bidder 2 would be considered non-responsive because its bid contained a higher Total Average Rate that generated a Delta Percentage greater than 30%.				

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

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

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

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

CONTRACT	TABLE 4 - MAXIMUM POINTS ASSIGNED - ESS						
	RESOURCE CATEGORIES	Level of Expertise	Initial Contract Period (2 years)	Option Period 1	Option Period 2	Option Period 3	Total Points
ESS	A.8 System Analyst	3	10	10	10	10	40
	A.11. Tester	3	10	10	10	10	40
	C.3 IT Security TRA and C&A Analyst	3	10	10	10	10	40
	T.2 Satellite Communications Specialist / Ground Station Engineer	3	10	10	10	10	40
	T.2 Satellite Communications Specialist / Integrated Logistics Support (ILS) Engineer	3	10	10	10	10	40
	T.2 Satellite Communications Specialist / Satellite Payload Engineer	3	10	10	10	10	40
	T.2. Satellite Communication Specialist / Senior Systems Advisor	3	10	10	10	10	40
	T.8. Radio Frequency (RF) Engineer	3	10	10	10	10	40
	TOTAL (ESS)		80	80	80	80	320

CONTRACT	TABLE 4 - MAXIMUM POINTS ASSIGNED - PMSS						
	RESOURCE CATEGORIES	Level of Expertise	Initial Contract Period (2 years)	Option Period 1	Option Period 2	Option Period 3	Total Points
PMSS	B.1. Business Analyst	2	10	10	10	10	40
	B.1. Business Analyst	3	10	10	10	10	40
	B.7. Business Transformation Architect	2	10	10	10	10	40
	B.7. Business Transformation Architect	3	10	10	10	10	40

	P.6. Project Administrator	2	10	10	10	10	40
	P.6. Project Administrator	3	10	10	10	10	40
	P.7 Project Coordinator	2	10	10	10	10	40
	P.7 Project Coordinator	3	10	10	10	10	40
	P.9. Project Manager	2	10	10	10	10	40
	P.9. Project Manager	3	10	10	10	10	40
	P.10. Project Scheduler	2	10	10	10	10	40
	P.10. Project Scheduler	3	10	10	10	10	40
	P.12 Risk Management Specialist	2	10	10	10	10	40
	P.12 Risk Management Specialist	3	10	10	10	10	40
	P.13 Independent IT Project Review Team Leader	2	10	10	10	10	40
	P.13 Independent IT Project Review Team Leader	3	10	10	10	10	40
	P.14 Independent IT Project Reviewer	2	10	10	10	10	40
	P.14 Independent IT Project Reviewer	3	10	10	10	10	40
	<b>TOTAL (PMSS)</b>		<b>180</b>	<b>180</b>	<b>180</b>	<b>180</b>	<b>720</b>

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

**(e) Substantiation of Professional Services Rates**

In Canada's experience, Bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive Bidders who have proposed a rate that is at least 20% lower than the median rate bid by all responsive Bidders for the relevant resource category or categories. If Canada requests price support, the following information is required:

- (i) an invoice, referencing a contract serial number or other unique contract identifier, that shows that the Bidder has provided and invoiced a customer, with whom the Bidder deals at arm's length, for services performed for that customer similar to the services that would be provided in the National Capital Region for at least three months within the twelve

months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;

- (ii) in relation to the invoice in (i), evidence from the Bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract, which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation, or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation;
- (iii) in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- (iv) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

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

## 4.4 BASIS OF SELECTION

### 4.4.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

**Selection Process:** The following selection process will be conducted:

- (i) A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria and obtain the required pass marks, if applicable, for the point rated criteria identified in this bid solicitation to be declared responsive.
- (ii) The responsive bid that obtains the highest Total Bidder Score will be recommended for award of a contract. For any given Bidder, the greatest possible Total Technical Score is 70 while the greatest possible Total Financial Score is 30.
  - (A) Calculation of Total Technical Score: the Total Technical Score will be computed for each responsive bid by converting the Technical Score obtained for the point-rated technical criteria using the following formula, rounded to two decimal places:  
$$\frac{\text{Technical Score}}{\text{Maximum Technical Points (Bidders, please refer to the maximum technical points at Attachment 2 – Technical Bid – Bidder's Response Templates)}} \times 70 = \text{Total Technical Score}$$

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- (B) Calculation of Total Financial Score: the Total Financial Score will be computed for each responsive bid by converting the Financial Score obtained for the financial evaluation using the following formula rounded to two decimal places:
- $$\frac{\text{Financial Score}}{\text{Total Maximum Points Assigned (Bidders, please refer to the total maximum points assigned)}} \times 30 = \text{Total Financial Score}$$
- (C) Calculation of the Total Bidder Score: the Total Bidder Score will be computed for each responsive bid in accordance with the following formula:
- $$\text{Total Technical Score} + \text{Total Financial Score} = \text{Total Bidder Score}$$
- (iii) In the event of identical Total Bidder Scores, the bid with the highest Total Technical Score will be the winner.

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## PART 5 – CERTIFICATIONS

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

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

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

### 5.1 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – BID CERTIFICATION

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

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

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

The Bidder must provide the Contracting Authority with a completed Attachment 4 Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Attachment 4 Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2 PROFESSIONAL SERVICES RESOURCES

- (a) By submitting a bid, the Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed for the initial contract period 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

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accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

- (c) If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
- i. the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
  - ii. the name, qualifications and experience of a proposed replacement immediately available for work; and
  - iii. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

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

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

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

- (d) If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

### **5.3 CERTIFICATION OF LANGUAGE - English Essential**

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

### **5.4 EDUCATION AND EXPERIENCE**

All of the resources proposed must meet the minimum experience requirements detailed in the Supply Arrangement for the category of personnel for which they are being proposed. The SA Holder acknowledges that the Department of Public Works and Government Services Canada reserves the right to verify this certification prior to contract award or during contract performance and that untrue statements may result in the proposal being declared non-responsive or any other action which the Minister may consider appropriate.

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## **PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 SECURITY REQUIREMENT - mandatory at bid closing**

- (a) At the date of bid closing, the following conditions must be met:
- i. the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting ESS Contract Clauses, and Part 8 – Resulting PMSS Contract Clauses;
  - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 – Resulting ESS Contract Clauses, and Part 8 – Resulting PMSS Contract Clauses; and
  - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (b) For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations – Instructions to Bidders" document on the Departmental Standard Procurement Documents Website.
- (c) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

### **6.2 FINANCIAL CAPABILITY**

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

### **6.3 CONTROLLED GOODS REQUIREMENT**

- (a) SACC Manual clause A9130T (2014-11-27) Controlled Goods Program
- (b) In the case of a joint venture Bidder, each member of the joint venture must meet the requirements of the Controlled Goods Program.

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## PART 7 – RESULTING ENGINEERING SUPPORT SERVICES (ESS) CONTRACT CLAUSES

The following clauses apply to and form part of any ESS 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.
- (b) **Client(s)** : Under the Contract, the "**Client**" is the Department of National Defence (DND).
- (c) **Reorganization of Client** : The Contractor's obligation to perform the Work will not be affected by, and no additional fees will be payable as a result of, the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms**: Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.
- (e) **Location of Services**: Services must be delivered as requested to the locations specified in article 6.0 Location of Work of Annex A1 SOW - ESS, which delivery locations must exclude any area subject to one of the Comprehensive Land Claim Agreements (CLCAs).

### 7.2 TASK AUTHORIZATION ("TA")

- (a) **As and When Requested Task Authorizations**: The Work to be performed under the Contract on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (b) **Assessment of Resources Proposed at TA Stage**: Processes for issuing, responding to and assessing Task Authorizations are further detailed in Appendix A1 to Annex A1 - Tasking Assessment Procedure - ESS.

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**(c) Form and Content of Task Authorization:**

- i. The Procurement Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form DND 626 Task Authorization, attached in Annex E.
- ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable:
  - A. a task number;
  - B. The date by which the Contractor's response must be received, which will appear in the draft Task Authorization, but not the issued Task Authorization;
  - C. the details of any financial coding to be used;
  - D. the category of resources and the number required;
  - E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
  - F. the start and completion dates;
  - G. milestone dates for deliverables and payments (if applicable);
  - H. the number of person-days of effort required;
  - I. whether the work requires on-site activities and the location;
  - J. the language profile of the resources required (English Essential);
  - 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.

- (d) Contractor's Response to Draft Task Authorization:** The Contractor must provide the Procurement Authority, within the time for response identified in the draft Task Authorization, 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.

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**(e) Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

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

- A. for any TA with a value less than or equal to \$250,000.00, including Applicable Taxes, the TA must be signed by the Procurement Authority; and
- B. for any TA with a value greater than this amount, a TA must be signed by the Procurement Authority and the Contracting Authority.

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

**(f) Administration of Task Authorization Process for DND:** The administration of the Task Authorization process will be carried out by Des Proc 2-4 or delegate. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

**(g) Periodic Usage Reports:**

- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed in Annex D. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority and the Procurement Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- ii. The quarterly periods are defined as follows:
  - A. April 1 to June 30;
  - B. July 1 to September 30;
  - C. October 1 to December 31; and
  - D. January 1 to March 31.

The data must be submitted to the Contracting Authority and the Procurement Authority no later than ten (10) calendar days after the end of the reporting period.

- iii. Each report must contain the following information for each validly issued TA (as amended):
  - A. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
  - B. a title or a brief description of the task;

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- C. the name, Resource category and level of each resource involved in performing the TA, as applicable;
  - D. the total estimated cost specified in the TA (Taxes extra);
  - E. the total amount (Taxes extra) expended to date;
  - F. the start and completion date; and
  - G. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- (h) Consolidation of TAs for Administrative Purposes: The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

### 7.3 MINIMUM WORK GUARANTEE

- (a) In this clause,
- i. **"Maximum Contract Value"** means the amount specified in the "Limitation of Expenditure" clause set out in the Contract, excluding Applicable Taxes; and
  - ii. **"Minimum Contract Value"** means 5 % of the Maximum Contract Value on the date the contract is first issued.
- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- (d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
- i. for default
  - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
  - iii. for convenience within ten (10) business days of Contract award.

### 7.4 STANDARD CLAUSES AND CONDITIONS

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

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**(a) General Conditions :**

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

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

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

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

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
  - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
  - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

**(b) Supplemental General Conditions**

Any IP arising from the performance of the Work will be specified in the specific TA.

By default, the 4006 Supplemental General Conditions will apply to all TA, but may be substituted by another IP clause(s) if Canada decide to retain the IP.

- i. 4006 (2010-08-16), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information;

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Should one of the following criteria be applicable to a specific TA, Canada will state it in the TA:

- **(6.1)** national security;
- **(6.2)** statutes, regulations or previous obligations of Canada to a third party or parties preclude contractor ownership of the Intellectual Property Rights in Foreground Information.
- **(6.3)** the Bidder has declared in writing that he is not interested in owning the Intellectual Property Rights in Foreground Information;
- **(6.4.1)** the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;
- **(6.4.2)** the main purpose of the contract, or of the deliverables contracted for, is to augment an existing body of Canada's background information as a prerequisite to the transfer of the augmented background to the private sector, through licensing or assignment of ownership (not necessarily to the original contractor), for the purposes of commercial exploitation;
- **(6.4.3)** the main purpose of the contract, or of the deliverables contracted for, is to deliver a component or subsystem that will be incorporated into a complete system at a later date, as a prerequisite to the planned transfer of the complete system to the private sector, through licensing or assignment of ownership, for purposes of commercial exploitation;
- **(6.5)** where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software;
- Where an exemption has been granted through a Treasury Board submission.

The TA will therefore include the following clause:

- i. 4007 (2010-08-16), Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information.

## 7.5 SECURITY REQUIREMENT

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). This contract includes access to controlled goods. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada.
2. The Contractor personnel requiring access to **CANADIAN NON RESTRICTED CLASSIFIED/PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid personnel security clearance at the level of **SECRET**, granted or approved by CISD/PWGSC.
3. The Contractor personnel requiring access to **CANADIAN RESTRICTED CLASSIFIED/PROTECTED** information, assets or sensitive work site(s) **must be citizens of Canada, Belgium, Denmark, Luxembourg, Netherlands, New Zealand, or of the United States and must EACH** hold a valid personnel security clearance at the level of **SECRET**, granted or approved by CISD/PWGSC.
4. The Contractor personnel requiring access to **FOREIGN NON RESTRICTED CLASSIFIED/PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a

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- valid personnel security clearance at the level of **SECRET**, granted or approved by CISD/PWGSC.
5. The Contractor personnel requiring access to **FOREIGN RESTRICTED CLASSIFIED/PROTECTED** information, assets or sensitive work site(s) **must be citizens of Canada, Belgium, Denmark, Luxembourg, Netherlands, New Zealand, or of the United States and must EACH** hold a valid personnel security clearance at the level of **SECRET**, granted or approved by CISD/PWGSC.
  6. The Contractor **MUST NOT** remove any **CLASSIFIED/PROTECTED** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
  7. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
  8. The Contractor must complete and submit a Foreign Ownership, Control and Influence (FOCI) Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to CLASSIFIED FOREIGN information/assets. Public Works and Government Services Canada (PWGSC) will determine if the company is "*Not Under FOCI*" or "*Under FOCI*". When an organization is determined to be *Under FOCI*, PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed "*Not Under FOCI through Mitigation*".
  9. The contractor should at all times during the performance of the contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of *Not Under FOCI* or *Not Under FOCI through Mitigation*.
  10. All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation.
  11. The Contractor must also comply with the provisions of the:
    - (a) Security Requirements Check List, attached at Annex C; and
    - (b) Industrial Security Manual (latest edition).

## 7.6 CONTRACT PERIOD

- (a) **Contract Period** : The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
  - i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends two (2) years later; and
  - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

**(b) Option to Extend the Contract :**

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

## 7.7 AUTHORITIES

**(a) Contracting Authority**

The Contracting Authority for the Contract is:

Name : Marlene Bitsene  
Title : Supply Team Leader  
Organization : Acquisitions Branch, Science Procurement Directorate  
Address : 11 rue Laurier, Place du Portage phase III, 11C1, Gatineau, QC, K1A0S5  
Telephone : (819) 956-9489  
Facsimile : (819) 997-2229  
E-mail address : marlene.bitsene@tpsgc-pwgsc.gc.ca

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

**(b) Technical Authority**

The Technical Authority for the Contract is:

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Organization : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E-mail address : \_\_\_\_\_

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

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**(c) Procurement Authority**

The Procurement Authority for the Contract is:

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Organization : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E-mail address : \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for DND Contract and financial management, maintaining supply records and certifying invoices for payment. The Procurement Authority may delegate his/her authority and may act through his/her duly appointed representatives. Changes to the scope of the Work and increases in funds can only be made through a contract amendment issued by the Contracting Authority.

**(d) Task Authorization Office of primary Interest (OPI)**

The OPI 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 Task Authorization that the OPI is named.

The Task Authorization OPI will be stated upon Task Award. The Task Authorization OPI will change depending upon the Task.

**(e) Contractor's Representative**

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Organization : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E-mail address : \_\_\_\_\_

The Contractor's Representative, Procurement Authority, Technical Authority and OPI contact information will be identified at the time of contract award.

## 7.8 PAYMENT

**(a) Basis of Payment** (To be selected at Task Authorization Award)

- i. **[Option 1] Professional Services provided under a Task Authorization with a Maximum Price** : For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with

the firm all-inclusive per diem rates set out in Annex B1- Basis of Payment - ESS, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

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

- ii. **[Option 2] Professional Services provided under a Task Authorization with a Firm Price (Milestones)** : For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization, based on the firm, all-inclusive per diem rates set out in Annex B1 – Basis of payment – ESS, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

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

- iii. **TA subject to a Limitation of Expenditure**: The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment specified in the authorized TA, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

- iv. **Pre-Authorized Travel and Living Expenses** :

All travel must have the prior authorization of the OPI. Travel provision will be stated in the TA Form.

For the requirements to travel described in section 5.0 Travel, of the Statement of Work in Annex A1, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work required to be done, delivered or performed: "outside the National Capital Region (NCR) defined in the **National Capital Act (R.S.C., 1985, c. N-4)**, available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N4/page-9.html#docCont>)," at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the **National Joint Council Travel Directive**; and in accordance with the **Accommodation and Car Rental Directory (ACRD)** <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/ACRDS/preface-eng.aspx>; and with the other provisions of the directive referring to "**travellers**", rather than those referring to "**employees**", to a limitation of expenditure of [**\$\_\_\_\_\_ amount to be inserted at TA Award**]. Customs duty are included plus Applicable Taxes.

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

Canada will not accept any travel and living expenses for any travel required within NCR, or between the Contractor's place of business and DND building within the NCR, or any relocation of resources required to satisfy the terms of the Contract.

All payments are subject to government audit.

#### Travel Status Time

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

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

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

v. **Applicable Taxes :**

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

vi. **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.

vii. **Professional Services Rates:** In Canada's experience, Bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

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

#### (b) Limitation of Expenditure - Cumulative Total of all Task Authorizations

i. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (amount to be inserted at Contract Award), Customs duties are included and Goods and Applicable Taxes is included, if applicable. Any commitments to

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purchase specific amounts or values of goods or services are described elsewhere in the Contract.

- ii. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
  - A. It is 75 percent committed, or
  - B. 4 months before the Contract expiry date, or
  - C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- iii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

**(c) Method of Payment (to be selected at Task Award)**

**(c) [Option 1] Method of Payment Single Payment**

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

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

**(c) [Option 2] Monthly Payment** Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if :

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

iii. the Work delivered has been accepted by Canada.

(c) **[Option 3] Method of Payment for Task Authorizations with a Maximum Price** : For each Task Authorization validly issued under the Contract that contains a maximum price :

- i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

(c) **[Option 4] Method of Payment for Task Authorizations with a Firm Price – Lump Sum Payment on Completion** : Canada will pay the Contractor upon completion and delivery of all the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if :

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

(c) **[Option 5] Method of Payment for Task Authorizations with a Firm Price – Milestone Payments**

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Task Authorization and 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 work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

(d) **Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

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**(e) No Responsibility to Pay for Work not performed due to Closure of Government Offices**

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

## 7.9 INVOICING INSTRUCTIONS

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, 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 Procurement Authority, and a copy to the Contracting Authority.

## 7.10 CERTIFICATIONS

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

## 7.11 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

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## 7.12 COPYRIGHT IN MATERIAL (If Applicable)

Any IP arising from the performance of the Work will belong to the Contractor, unless otherwise specified in the specific TA. Should the TA specify that Canada owns the IP, the following will apply:

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

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

## 7.13 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province \_\_\_\_\_ . *(to be inserted at Contract Award)*

## 7.14 PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions, in the following order (to be determined at TA award):

4006 (2010-08-16), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information;

OR

4007 (2010-08-16), Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information;

- c. General Conditions 2035 (2015-07-03);
- d. Annex A1, Statement of Work – ESS - Annex A1 including its Appendices as follows;
  - i. Appendix A1 to Annex A1 - Tasking Assessment Procedure - ESS
  - ii. Appendix B1 to Annex A1 - TA Resources Assessment Criteria and Response Table – ESS;

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- e. Annex B1, Basis of Payment - ESS;
  - f. Annex C, Security Requirements Check List;
  - g. Annex D - Sample Reports
  - h. Annex E - DND 626 task Authorization (TA) Form;
  - i. Annex F- Certifications at the TA Stage
  - j. Supply Arrangement Number EN578-055605 (the "**Supply Arrangement**")
  - k. the Contractor's bid dated [ ] *[date of bid to be inserted at Contract Award]*, as amended [ ] *[date(s) of amendment(s) if applicable, to be inserted at Contract Award]*.

## 7.15 DEFENCE CONTRACT

SACC Manual Clause A9006C (2012-07-16) Defence Contract  
SACC Manual Clause C2801C (2014-11-27) Priority Rating – Canadian Contractors

## 7.16 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

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

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

## 7.16 FOREIGN NATIONALS (FOREIGN CONTRACTOR)

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

## 7.17 INSURANCE REQUIREMENTS

### A. Compliance with Insurance Requirements

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

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## B. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - 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.

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### C. Errors and Omissions Liability Insurance

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

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

### 7.18 CONTROLLED GOODS PROGRAM

SACC Manual Clause A9131C (2014-11-27), Controlled Goods Program

### 7.19 LIMITATION OF LIABILITY – INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability :**
- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
    - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
    - B. physical injury, including death.
  - ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
  - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special

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or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
  - v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :
    - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
    - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.
- In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00 , whichever is more.
- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

**(c) Third Party Claims :**

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

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required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

## 7.20 JOINT VENTURE

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

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.

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## 7.21 PROFESSIONAL SERVICES – GENERAL

- (a) The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract, including those relating to previous experience, professional designation, education, 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 (10) 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 (5) working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten (10) 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 subarticle (c).

Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that 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.

## 7.22 SAFEGUARDING ELECTRONIC MEDIA

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

## 7.23 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

## 7.24 ACCESS TO CANADA'S PROPERTY AND FACILITIES

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

## 7.25 IMPLEMENTATION

**Implementation of Professional Services** : If similar professional services are currently being provided by another supplier or by Canada's own personnel, the Contractor is responsible for ensuring that the transition to the professional services it provides under the Contract is completed in a way that does not disrupt Canada's operations or users, and does not result in any interim degradation to the timeliness or quality of service. The Contractor is solely responsible for any additional training required by its resources to perform the Work, and time spent by resources on that training or becoming familiar with the Client's

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environment must not be charged to Canada. The transition will be considered complete once the Contractor has demonstrated, to the satisfaction of the Technical Authority, that it is ready and able to carry out the Work. The transition must be complete by no later than ten (10) working days after the Contract is awarded. All costs associated with establishing itself to provide the professional services are the responsibility of the Contractor.

## **7.26 TRANSITION SERVICES AT END OF CONTRACT PERIOD**

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

## **7.27 IDENTIFICATION PROTOCOL RESPONSIBILITIES**

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

- a. Contractor Representatives who attend a Government of Canada meeting, whether internal or external to Canada's offices, must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five (5) working days to deliver the action plan to the Client and the Contracting Authority, and twenty (20) working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

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## ANNEX A1

### Statement of Work (SOW) – Engineering Support Services (ESS)

#### 1.0 BACKGROUND

##### 1.1 Director General – Information Management Project Delivery (DGIMPD)

DGIMPD is responsible to provide project management support and oversight of all Department of National Defense (DND) / Canadian Armed Forces (CAF) Information Management (IM) projects to ensure the successful delivery of IM and Command Control Communication Computers Intelligence Surveillance Reconnaissance (C4ISR) solutions to Sponsors, in support of DND/CAF mission and objectives.

The DGIMPD projects are grouped into several portfolios managed by Portfolio Managers within the directorate. Portfolio Managers are responsible for providing direction, support and advice to Project Directors (PD), Project Managers (PM), and Project Team Leaders within their portfolios, so that solutions are delivered to the end-users in a manner that satisfies their assigned aims and objectives as documented in the Project Statements of Requirements (SOR).

##### 1.2 Purpose

The objective of this Statement of Work (SOW) is limited to Engineering Support Services.

#### 2.0 SCOPE

##### 2.1 General

The ESS Contractor, hereinafter referred to as the Contractor, must provide professional services support on an “as-and-when-requested” basis as outlined in this SOW.

This SOW:

- states the resource categories;
- lists a variety of possible tasks; and
- lists associated deliverables per category required of the Contractor and Contractor designated resource to be provided as part of the Contract, hereinafter referred to as “the Contract”.

### 3.0 RESOURCE REQUIREMENT

#### 3.1 General

All resources listed in Table 1 - Resources below will be required on an “as-and-when-requested” basis through the issue of Task Authorizations. These tasks may be issued for work that is limited in scope or is of a fixed duration. Each Task Authorization will outline the required tasks and required deliverables.

The resource experience level indicated in Table 1 - Resources are compliant with the level and years of experience defined in the TBIPS Supply Arrangement Categories.

**Table 1 - Resources**

<b>Stream 7: TBIPS Telecommunications Services Class</b>	<b>Level</b>
T.2 Satellite Communication Specialist / Senior Systems Advisor	3
T.2 Satellite Communication Specialist / Integrated Logistics Support (ILS) Engineer	3
T.2 Satellite Communication Specialist / Ground Station Engineer	3
T.2 Satellite Communication Specialist / Satellite Payload Engineer	3
T.8 Radio Frequency (RF) Engineer	3
<b>Stream 6: TBIPS Cyber Protection Services Class</b>	<b>Level</b>
C.3 IT Security Threat and Risk Assessment (TRA) and Certification and Accreditation (C&A) Analyst	3
<b>Stream 1: TBIPS Application Services Sub-Class</b>	<b>Level</b>
A.8 System Analyst	3
A.11 Tester	3

### 4.0 TASKS AND DELIVERABLES

#### 4.1 General

The Contractor is responsible for performing or having performed all reviews, inspections and tests necessary to substantiate that the services and/or material provided conform to the

specifications and requirements of this SOW and any tasking issued. The schedule of deliverables will be in accordance with the priorities established within the Task Authorization.

The Contractor will be responsible for providing the deliverables resulting from each of the tasks as they are outlined in Sections 4.2.1 through 4.2.8. The format of these deliverables will be in accordance with DND standards, if applicable, to be specified within the Task Authorization by the Task Authorization Office of Primary Interest (OPI).

Required deliverables include plans, reports and processes developed and/or updated by the Contractor resource in both printed and electronic formats will be for the review, approval and signature, where required, of the Task Authorization OPI.

The Contractor must submit all deliverables specified within the Task Authorization to the Task Authorization OPI. Drafts of the deliverables, if applicable, must be forwarded to the Task Authorization OPI for review and acceptance. The Task Authorization OPI will review and provide comments on all draft of the deliverables within twenty (20) working days of receipt of the draft of the deliverables. The Contractor must then submit the revised deliverables within ten (10) working days of receipt of the Task Authorization OPI's comments. The Task Authorization OPI will confirm acceptance of the deliverables within fifteen (15) working days of receipt of the final deliverables.

Should any report, document, or service not be in accordance with the requirements of the applicable Task Authorization and to the satisfaction of the Task Authorization OPI, as submitted, the Task Authorization OPI will have the right to reject it or to require its correction at the sole expense of the Contractor before recommending payment.

The experience level is defined by TBIPS as follows:

- Level 3: 10+ years of experience.

## **4.2 Expected Resource Responsibilities and Deliverables**

The paragraphs within this section define a minimum set of expected deliverables that each category of resource might have to produce. Specific deliverable requirements will be identified within the applicable Task Authorization.

### **4.2.1 T.2 Satellite Communication Specialist / Senior Systems Advisor (Level 3)**

4.2.1.1 Responsibilities may include but are not limited to:

- a. Review, analyze, and provide recommendations on space system interface documentation;
- b. Prepare operational space system deficiency and requirements documentation;
- c. Prepare concise monthly reports and presentations in summary of all technical progress at the stakeholder and vendor/contractor level; and
- d. Contribute to project plans:
  - i. Plans, including test and integration, and drawings;
  - ii. Schedules.
- e. Review, analyze, and provide recommendation on space system engineering documents, including Contract Data Requirement Lists (CDRLs), Review Item Discrepancies (RIDs), plans, standards, specifications, and related data, to assess their adequacy and suitability;

- f. Develop test plans for prototypes and full tests;
- g. Prepare SOWs;
- h. Review, analyze, and provide technical input in SOWs;
- i. Providing input to the full life-cycle cost of the proposed Space System;
- j. Recommend satellite communications level solutions based on an analysis of discrepancies, deficiencies and changes to equipment and specifications;
- k. Liaise with engineering groups to ensure space system integrity, performance, reliability, and maintainability;
- l. Provide space system integration and analysis services;
- m. Review, analyze, and provide recommendations relating to satellite communications, and associated documentation;
- n. Conduct design, technical, and management reviews to monitor, advise, and report on progress and potential problems;
- o. Conduct or oversee space system integration testing and evaluation;
- p. Manage test and evaluation plans and present the results;
- q. Analyze space system deficiencies and recommend effective solutions;
- r. Review, analyze and provide recommendations on the suitability of industry documentation; and
- s. Conduct technical definition studies and options analyses.

4.2.1.2 Deliverables for the Satellite Communication Specialist / Senior Systems Advisor may include, but are not limited to:

- a. Written recommendations, comments and updates of reviewed documents and CDRLs;
- b. Written results of CDRL reviews in the form of RIDs;
- c. Trip reports and/or meeting minutes from various Stakeholder, Standards body meetings, including all design reviews and all review boards;
- d. Input reports to DND's Project Management Office (PMO) outlining technical or vendor/contractor programmatic progress;
- e. Technical documentation such as:
  - i. Technical specifications;
  - ii. Technical reports;
  - iii. Standards;
  - iv. Statements of Work; and
  - v. Basic costing analysis/spreadsheets.
- f. Test plans; and
- g. Any deliverables related to the tasks identified in Section 4.2.1.1 above, on an "as-and-when-requested" basis as specified through the Task Authorization.

#### **4.2.2 T.2 Satellite Communication Specialist / Integrated Logistics Support (ILS) Engineer (Level 3)**

4.2.2.1 Responsibilities may include but are not limited to:

- a. Prepare SOWs and item descriptions;
- b. Participate in evaluations of ILS bid proposals and provide feedback and recommendations to the PMO;
- c. Write configuration management plans and processes;
- d. Conduct supportability assessments and write system support plans;
- e. Plan and/or implement logistic support elements which include: maintenance tasks, spares, training, technical publications, and facilities;
- f. Work with standards, engineering and procurement to ensure ILS efforts are integrated with other program activities;

- g. Conduct risk analysis related to ILS and Life Cycle Materiel Management (LCMM) activities and provide input to the risk management and mitigation plans;
- h. Prepare presentations and briefs; and
- i. Provide input to the full life-cycle cost of the proposed Space System.

4.2.2.2 Deliverables for the Satellite Communication Specialist / Integrated Logistics Support (ILS) Engineer may include, but are not limited to:

- a. Configuration Management Plans, SOWs and processes for Space Systems;
- b. For project delivery ensure all plans and schedules are in place;
- c. Support plan for the provision of ongoing maintenance of the proposed Space System;
- d. Documentation on standards and criteria related to Space System equipment maintenance for inclusion in the plans;
- e. Input to the risk management and mitigation plans based on ILS and LCMM activities;
- f. Supportability Assessments, system support plans; and
- g. Any deliverables related to the tasks identified in Section 4.2.2.1 above, on an "as-and-when-requested" basis as specified through the Task Authorization.

**4.2.3 T.2 Satellite Communication Specialist / Ground Station Engineer (Level 3)**

4.2.3.1 Responsibilities may include but are not limited to:

- a. Provide specifications and technical statement of requirements on ground segments build and operation applying military or commercial standards, specifications or practices for incorporation into the systems;
- b. Provide engineering services related to the ground segments communications infrastructure in the following areas:
  - i. Ground segment(s) architectures design documents;
  - ii. Ground segment physical configuration and architecture;
  - iii. Satellite control functional design;
  - iv. Data reception, handling and processing functional architecture; and
  - v. Infrastructure design documents defining the integration between terrestrial networks and the ground station entry points.
- c. Provide recommendations with costs to the definition, selection and implementation of a preferred option to produce an effective ground segment and operations for the CAF;
- d. Perform reviews, analyses, and provide recommendations on ground segment telecommunication systems, infrastructure and sub-system interface documentation;
- e. Participate in the analysis of ground/space telecommunication system deficiencies and recommending cost effective solutions;
- f. Recommend ground infrastructure system level solutions for discrepancies, deficiencies and changes to equipment specifications;
- g. Liaise with ground sub-system and interface technical groups to ensure system integrity, performance, reliability, and maintainability;
- h. Write ground segment(s) system engineering management plan (SEMP);
- i. Participate in the design, technical, and management reviews to monitor, advise, and report on progress and potential problems; and
- j. Participate in ground/space telecommunication system integration testing and evaluation.

4.2.3.2 Deliverables for the Satellite Communication Specialist / Ground Station Engineer may include, but are not limited to:

- a. Specifications, configuration and design documents;
- b. Technical ground segment(s) statement of requirement (TSOR);
- c. Ground segment(s) system engineering management plan (SEMP);

- d. Budgetary estimates for the completion of the ground segments technical program;
- e. Ground segments link budgets<sup>1</sup>; and
- f. Any deliverables related to the tasks identified in Section 4.2.3.1 above, on an “as-and-when-requested” basis as specified through the Task Authorization.

#### **4.2.4 T.2 Satellite Communication Specialist / Satellite Payload Engineer (Level 3)**

4.2.4.1 Responsibilities may include but are not limited to:

- a. Prepare, review, analyze, and provide detailed technical recommendations on satellite/space borne payload systems;
- b. Prepare and review satellite/payload requirements or specifications documentation;
- c. Review, analyze, and provide recommendations on satellite systems and payloads on engineering details, including plans, procedure specifications, and related data, to assess their compliance to DND and international body specifications or guidelines;
- d. Review, prepare and analyze vendor/contractor monthly progress reports, minutes of meetings, schedules and costing information;
- e. Brief and present to DND PMO on all technical or vendor programmatic issues;
- f. Create, review, analyze and/or manage test and evaluation plans and present the test results;
- g. Review, analyze, prepare, and interpret SOWs;
- h. Recommend technical solutions based on an analysis of discrepancies, deficiencies and changes to equipment and specifications;
- i. Liaise with diversified engineering disciplines to ensure satellite systems/payloads integrity, performance, reliability, and maintainability;
- j. Provide or oversee satellite systems integration and analysis services;
- k. Conduct or oversee design, technical, and management reviews to monitor, advise, and report on technical progress and potential problems;
- l. Conduct or oversee satellite systems integration testing and evaluation, the testing and integration may occur outside the National Capital Region (NCR)/Ottawa region;
- m. Review, analyze and provide recommendations via reports on the suitability of documentation provided by industry;
- n. Develop and review test plans and procedures for all prototypes, engineering and flight models;
- o. Provide recommendations with costs regarding satellite payloads;
- p. Conduct technical definition studies and options analyses;
- q. Participate at stakeholder and standards body meetings and provide clear and concise technical reports and/or presentations; and
- r. Participate in Preliminary/Critical Design Review, Material and Test review boards and provide DND PMO with reports to summarize all technical and programmatic risks.

4.2.4.2 Deliverables for the Satellite Communication Specialist / Satellite Payload Engineer may include, but are not limited to:

- a. Written recommendations, comments and updates of documents;
- b. Written results of CDRL reviews in the form of RIDs;

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<sup>1</sup> A link budget is accounting of all of the gains and losses from the transmitter, through the medium (free space, cable, waveguide, fiber, etc.) to the receiver in a telecommunication system.

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- c. Action item registers and reports at a system/payload level including all vendor/contractor level actions;
  - d. Trip reports from various Stakeholder, Standards body meetings, including all design reviews and all review boards;
  - e. Written input via reports to DND's PMO outlining technical or vendor/contractor programmatic progress;
  - f. Project plans:
    - i. Plans, including test and integration, and drawings; and
    - ii. Schedules.
  - g. Technical documentation such as:
    - i. Technical specifications;
    - ii. Technical reports;
    - iii. Standards;
    - iv. Statements of Work;
    - v. Basic costing analysis/spreadsheets;
  - h. Concise monthly reports and presentations in summary of all technical progress at the stakeholder and vendor/contractor level; and
  - i. Any deliverables related to the tasks identified in Section 4.2.4.1 above, on an "as-and-when-requested" basis as specified through the Task Authorization.

#### **4.2.5 T.8 Radio Frequency (RF) Engineer (Level 3)**

##### 4.2.5.1 Responsibilities may include but are not limited to:

- a. Review and evaluate engineering details, including plans, specifications and related data, to assess their adequacy and suitability;
- b. Review and provide input upon system and sub-system interface documentation;
- c. Recommend system level solutions for discrepancies, deficiencies and changes to equipment and specifications;
- d. Participate in design, technical and management reviews or meetings in order to monitor and advise on progress and potential problems;
- e. Conduct or oversee system integration testing and evaluation;
- f. Develop and manage test and evaluation plans and present the results;
- g. Review, analyze, and provide recommendations relating to system components and associated documentation;
- h. Provide system integration, analysis, and evaluation services;
- i. Review, analyze, prepare, and interpret statements of work;
- j. Liaise with sub-system engineering groups to ensure system integrity, performance, reliability, and maintainability;
- k. Analyze system deficiencies and recommend cost effective solutions;
- l. Conduct engineering and technical definition studies and options analysis;
- m. Conduct radio communications (LF/MF/HF/VHF/UHF) engineering design and test analysis; and
- n. Conduct digital, computer systems, voice network, data network, microwave systems engineering design and test analysis.

##### 4.2.5.2 Deliverables for the Radio Frequency (RF) Engineer may include, but are not limited to:

- a. Written recommendations, comments and updates of documents;
- b. Written results of CDRL reviews in the form of RIDs;

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- c. Action item registers and reports at a system/payload level including all vendor/contractor level actions;
  - d. Trip reports from various Stakeholder, Standards body meetings, including all design reviews and all review boards;
  - e. Written input via reports to DND's PMO outlining technical or vendor/contractor programmatic progress;
  - f. Test plans for prototypes and full system tests;
  - g. Test result and evaluation reports;
  - h. Professional certification paperwork;
  - i. System and sub-system documentation;
  - j. Project plans:
    - i. Plans (including test and integration) and drawings; and
    - ii. Schedules;
  - k. Planning and technical documentation such as:
    - i. Technical data specifications;
    - ii. Plans and drawings;
    - iii. Standards;
    - iv. Statements of Work; and
    - v. Basic costing analysis/spreadsheets.
  - l. Monthly reports and presentations in summary of all technical progress at the stakeholder and vendor/contractor level; and
  - m. Any deliverables related to the tasks identified in Section 4.2.5.1 above, on an "as-and-when-requested" basis as specified through the Task Authorization.

#### **4.2.6 C.3 IT Security TRA and C&A Analyst (Level 3)**

##### 4.2.6.1 Responsibilities could include but are not limited to:

- a. Certification activities such as:
  - i. Develop Security Certification Plans;
  - ii. Verify that security safeguards meet the applicable policies and standards;
  - iii. Validate the security requirements by mapping the system-specific security policy to the functional security requirements;
  - iv. Map the security requirements through the various stages of design documents;
  - v. Verify that security safeguards have been implemented correctly and that assurance requirement have been met;
  - vi. Conduct security testing and evaluation (ST&E) and Network Vulnerability Assessment Test (NVAT); and
  - vii. Assess the residual risk provided by the risk assessment to determine if it meets an acceptable level of risk.
- b. Review of the certification results within the design review documentation to ensure that the system will operate within the acceptable level of risk. Ensure that results will comply with the departmental and system security policies and standards and identify the conditions under which a system is to operate, for approval purposes;
- c. Review, analyze, and/or apply Federal, Provincial or Territorial IT Security policies, System IT Security Certification & Accreditation processes, IT Security products, safeguards and best practices, and the IT Security risk mitigation strategies;
- d. Identify threats to, and vulnerabilities of operating systems (such as MS, Unix, Linux, and Novell), and wireless architectures; and
- e. Identify personnel, technical, physical, and procedural threats to and vulnerabilities of Federal, Provincial or Territorial IT systems;

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4.2.6.2 Deliverables for the IT Security TRA and C&A Analyst may include, but are not limited to:

- a. Data security analysis report;
- b. Concepts of operation report;
- c. Security Certification Plans;
- d. Statements of Sensitivity (SoS) report;
- e. Threat and Risk assessment report;
- f. Privacy Impact Assessments (PIAs);
- g. Non-technical Vulnerability Assessments;
- h. Risk assessments;
- i. IT Security threat report;
- j. Vulnerability and/or risk briefings; and
- k. Any deliverables related to the tasks identified in Section 4.2.6.1 above, on an “as-and-when-requested” basis as specified through the Task Authorization.

### 4.2.7 A.8 System Analyst (Level 3)

4.2.7.1 Responsibilities may include but are not limited to:

- a. Develop and maintain system requirements, feasibility and cost, analyze and recommend options/alternatives for hardware and software;
- b. Analyze interdependencies with other projects developed in parallel to ensure a unified approach to systems and capability development;
- c. Set-up and coordinate allocation of resources within the testing environment for the project in both prototype demos and during the implementation; provide input in the testing;
- d. Provide input with scripting, software and hardware installs, emergency software patching, root-cause analysis to software/hardware problems;
- e. Provide input in customizing/configuring client applications;
- f. Develop, review and comment on technical documentation for system configuration and tune-up;
- g. Deliver and set-up workstations and servers for end users;
- h. Review user and maintenance manuals and brief users in preparation for the deployment of solution at sites belonging to internal and external stakeholders;
- i. Raise awareness on emerging technologies that could impact the project's success;
- j. Propose flexible system problem solutions that are not tied to specific hardware and/or operating systems;
- k. Review and provide recommendations to security certification and accreditation documentation;
- l. Perform receipt, staging and delivery of equipment with associated Configuration Management processes (including verification and tracking);
- m. Review and implement plans for the roll-out of the solution to various sites; coordinating the operation with relevant stakeholders;
- n. Report to the Task Authorization OPI on progress, new risk conditions, problems encountered, estimated resolution time;
- o. Review the documentation regarding the implementation and transition to in-service support of the solution; and
- p. Attend design, technical and management reviews in order to advise on potential problems.

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4.2.7.2 Deliverables for the System Analyst may include but are not limited to:

- a. Build/configuration documentation for each of the devices in the network;
- b. Recommendations for improvement to the security certification and accreditation documentation;
- c. Test reports documenting the results to testing of the network;
- d. System documentation updates;
- e. System Test Documentation;
- f. System Design Documentation;
- g. System Build Documents; and
- h. Any deliverables related to the tasks identified in Section 4.2.7.1 above, on an "as-and-when-requested" basis as specified through the Task Authorization.

**4.2.8 A.11 Tester (Level 3)**

4.2.8.1 Responsibilities may include but are not limited to:

- a. Test and trail planning and coordination;
- b. Test in accordance with the plan;
- c. Manage and monitor of test plans for all levels of testing;
- d. Develop test scenarios and scripts;
- e. Develop trial scenarios and scripts;
- f. Status reporting;
- g. Establish software testing procedures for unit test, integration testing and regression testing with emphasis on automating the testing procedures;
- h. Manage walkthroughs and reviews related to testing and implementation readiness;
- i. Establish and maintain source and object code libraries for a multi-platform, multi-operating system environment;
- j. Develop, plan, and implement space systems test and evaluation documents and procedures;
- k. Establish and operate "interoperability" testing procedures to ensure that the interaction and co-existence of various software elements, which are proposed to be distributed on the common infrastructure, conform to appropriate departmental standards, e.g. for performance, compatibility, etc. and have no unforeseen detrimental effects on the shared infrastructure; and
- l. Establish a validation and verification capability which assumes functional and performance compliance using test plans and procedures.

4.2.8.2 Deliverables for the Tester may include but are not limited to:

- a. Requirements to test traceability matrix within a software tool;
- b. Test strategy;
- c. Technical evaluation plans and evaluation standards;
- d. Test plans;
- e. Trail plans;
- f. Acceptance criteria, checklists and reports;
- g. Source and object code libraries;
- h. Automated testing suites; and
- i. Any deliverables related to the tasks identified in Section 4.2.8.1 above, on an "as-and-when-requested" basis as specified through the Task Authorization.

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## 5.0 TRAVEL AND LIVING

In order to provide the necessary services outlined above, resources must travel world-wide if requested by Canada. Any task specific travel will be outlined via a Task Authorization. Actual travel must not commence until explicit authority is given in writing from the Task Authorization OPI.

Contractor resource will prepare and submit a trip report using the format stipulated by the Task Authorization OPI, to the Task Authorization OPI for review and approval no later than five (5) working days after the return from each trip.

Travel within and to the NCR will not be reimbursed.

## 6.0 LOCATION OF WORK

Services will be provided at a DND location in Canada or abroad.

The Task Authorization OPI will provide co-located contracted resources the appropriate tools and office automation commercial-off-the-shelf products required by the Contractor for the accomplishment of its tasks.

DND will provide on-site equipment/services, CPU, keyboard, monitor, and access to the divisional Local Area Network (LAN) subject to normal security requirements, for any co-located contracted resource(s).

Furthermore, DND will provide, subject to normal security requirements, and only to the specified contractor resource, access to identified databases or applications resident on DND computers or networks for the sole purpose of providing the services associated with this Contract.

## 7.0 LANGUAGE OF WORK

All work will be performed and delivered in English.

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.

## 8.0 CONSTRAINTS

The Project's normal working hours are considered to be between 07:00 and 17:00. Contractor resources may be required to work outside of normal working hours in order to meet project schedules and deadlines. Any work performed outside of normal working hours must be pre-approved by the Task Authorization OPI in writing.

Should a Contractor resource anticipate that the 7.5 hour per diem workday, as stipulated in the Contract, may be exceeded, approval must be obtained from the Task Authorization OPI prior to work being carried out in excess of this time. No overtime charges will be authorized. All time worked will be compensated in accordance with the Basis of Payment. At no time will the contractor resource exceed the level of expenditure stated on the Task Authorization.

## 9.0 REPORTING REQUIREMENTS

Reporting requirements will be specified in individual Task Authorisations but will include, at a minimum, the following:

- a. Weekly Progress Reports to the Task Authorization OPI. Weekly Progress Reports must, at a minimum, include the following:
  - i. Status of each task including percentage of work completed;
  - ii. Tasks finalized to date (final versions of deliverables submitted);
  - iii. Problems encountered including details if tasks are not progressing in accordance with the specific Task Authorisation; and
  - iv. Potential issues which are likely to cause problems related to the work required.
- b. Monthly Progress Reports to the Technical Authority and Task Authorization OPI. Monthly Progress Reports must, at a minimum, include the following:
  - i. All significant activities performed in the reporting period;
  - ii. Status of any outstanding activities; and
  - iii. Description of any problems encountered which require attention or escalation.

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## APPENDIX A1 TO ANNEX A1

### Tasking Assessment Procedure - ESS

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Annex E – DND 626 TA Form will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the OPI a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
2. For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix B1 of Annex A1 – TA Resources Assessment Criteria and Response Table – ESS, applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés 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:
  - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Annex F - Certifications at the TA Stage).
  - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
  - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment 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 Contract or 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.
  - (iv) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
  - (v) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé 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.
  - (vi) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and

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relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix B1 to Annex A1 to determine each proposed resource's compliance with the mandatory criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criterion met unless the response is received within five (5) working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within five (5) working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. A mandatory criteria will not be considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
4. During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
5. Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

## APPENDIX B1 to ANNEX A1 TA Resources Assessment Criteria and Response Table – ESS

1. This Evaluation Criteria is for Resource Requirements (Mandatory).
2. To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Appendix. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that Canada can verify this information. The tables should not contain all the project information from the résumé. Only the specific answer should be provided.
3. For evaluation purpose,
  - the definition of a “Project” is as follows: A temporary endeavour of a minimum of one (1) year in length undertaken to create a unique product, service or result; and
  - the definition of “collective” is as follows: forming a whole; combined.  
Example: Five (5) collective years in the last ten (10) years of experience in writing Project Technical Documentation.  
Canada, in the example above wants five (5) of ten (10) years of experience. Canada will accept:
    - experience in the first five (5) years and then no experience in the last five (5),
    - no experience in the first five (5) years but experience in the last five (5) years, or
    - five (5) years dispersed amongst the last ten (10) years period.
Thus the use of “collective” years.
4. All financial thresholds stated in this Evaluation Criteria are in Canadian funds and are inclusive of all applicable taxes.
5. Resource experience to be calculated ending at date of task quote request.

For those resources that have not been assessed at time of Contract award, the following criteria will be used:

### 1 TBIPS Telecommunications Services Class

#### 1.1 T.2 Satellite Communication Specialist / Senior Systems Advisor (Level 3)

Criteria	Resource Mandatory Requirements	Statement of Compliance and Cross Reference to Proposal/Resume
<b>M1</b>	An Engineering or Science degree from a Canadian university, provide proof of degree  OR	

	<p>a non-Canadian engineering degree that must be accredited by one of the following institutions, provide proof of equivalency:</p> <ul style="list-style-type: none"> <li>• Canadian Information Centre for International Credentials (CICIC);</li> <li>• World Education Services (WES); or</li> <li>• University of Toronto Comparative Education Services.</li> </ul> <p>OR</p> <p>A diploma or certificate, minimum 2 years from a recognized college in an Information Management / Information Technology (IM/IT) field AND seven (7) years collective years of experience in the last ten (10) years performing engineering design, test or analysis of Satellite systems design and development.</p> <p>OR</p> <p>Licensed as a Professional Engineer by any regulating body in Canada.</p>	
<b>M2</b>	Five (5) collective years in the last ten (10) years of experience in writing Project Technical Documentation (e.g. Statement of Work, Statement of Requirements, technical specifications) for IM/IT projects valued \$1M or more.	
<b>M3</b>	Five (5) collective years of experience in the last ten (10) years performing engineering design, test or analysis of Satellite systems design and development.	

**1.2 T.8 Radio Frequency (RF) Engineer (Level 3)**

<b>Criteria</b>	<b>Resource Mandatory Requirements</b>	<b>Statement of Compliance and Cross Reference to Proposal/Resume</b>
<b>M1</b>	<p>An Engineering degree from a Canadian university, provide proof of degree,</p> <p>OR</p>	

	<p>a non-Canadian engineering degree that must be accredited by one of the following institutions, provide proof of equivalency:</p> <ul style="list-style-type: none"> <li>• Canadian Information Centre for International Credentials (CICIC);</li> <li>• World Education Services (WES); or</li> <li>• University of Toronto Comparative Education Services.</li> </ul> <p>OR</p> <p>Licensed as a Professional Engineer by any regulating body in Canada.</p>	
<b>M2</b>	<p>Five (5) collective years in the last ten (10) years of experience in writing Project Technical Documentation (e.g. Statement of Work, Statement of Requirements, technical specifications) for IM/IT projects valued \$1M or more.</p>	
<b>M3</b>	<p>Five (5) collective years of experience in the last ten (10) years performing engineering design, test or analysis of RF communication design and development.</p>	

## 2 TBIPS Cyber Protection Services Class

### 2.1 C.3 IT Security TRA and C&A Analyst (Level 3)

Criteria	Resource Mandatory Requirements	Statement of Compliance and Cross Reference to Proposal/Resume
<b>M1</b>	<p>A degree from a recognized university in any Engineering field or Computer Science or Business or Finance.</p> <p>OR</p> <p>A diploma, minimum 2 years, from a recognized college in a technical field, computers, networks, or business or finance <u>and</u> a minimum one (1) year in IT Security with a recognized certification.</p> <p>OR</p> <p>Licensed as a Professional Engineer by any regulating body in Canada.</p>	

<b>M2</b>	Five (5) collective years of experience within the last ten (10) years providing IT Security TRA and C&A services.	
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### 3 TBIPS Application Services Sub-Class

#### 3.1 A.8 System Analyst (Level 3)

Criteria	Resource Mandatory Requirements	Statement of Compliance and Cross Reference to Proposal/Resume
<b>M1</b>	<p>A degree from a recognized university in Science or Engineering in any of the following fields: electronics, telecommunications, computer science, applied computer science.</p> <p>OR</p> <p>A diploma, minimum 2 years, from a recognized college in any technical specialization including electronics, telecommunications, computer, software technology.</p> <p>OR</p> <p>Ten (10) years of experience in implementing and maintaining IM/IT systems.</p> <p>OR</p> <p>Licensed as a Professional Engineer by any regulating body in Canada.</p>	
<b>M2</b>	<p>Five (5) collective years of experience in the last ten (10) years providing the following activities:</p> <ul style="list-style-type: none"> <li>• maintenance, administration and licensing for software applications, operating systems;</li> <li>• network management operations including: installation, configuration, testing and maintenance of software and hardware</li> </ul>	

**3.2 A.11 Tester (Level 3)**

<b>Criteria</b>	<b>Resource Mandatory Requirements</b>	<b>Statement of Compliance and Cross Reference to Proposal/Resume</b>
<b>M1</b>	Five (5) years of collective experience within the last ten (10) years in the development and implementation of Test and Evaluation plans for the delivery of IT products or services.	
<b>M2</b>	Five (5) collective years of experience within the last ten (10) years in testing and evaluating of IT/Communications systems that includes the testing of Satellite systems.	

## ANNEX B1

### Basis of Payment – Engineering Support Services (ESS)

(To be completed at Contract Award)

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

#### 1. PROFESSIONAL SERVICES

The Contractor will be paid the following firm all-inclusive per diem rates for work performed pursuant to this contract, in accordance with Annex “A1”, during the Contract period. Applicable taxes extra.

RESOURCE CATEGORY	Level of Expertise	Estimated number of Resources per Year		Estimated Number of days per Resource per Year		Firm per diem Rate for each Year	
		Contract Period Year 1	Contract Period Year 2	Contract Period Year 1	Contract Period Year 2	Contract Period Year 1	Contract Period Year 2
A.8 System Analyst	3	1	0	240 days			
C.3 IT Security TRA and C&A Analyst	3	1	0	150 days			
T.2 Satellite Communications Specialist / Ground Station Engineer	3	2	0	240 days			
T.2 Satellite Communications Specialist / Integrated Logistics Support (ILS) Engineer	3	1	0	240 days			
T.2 Satellite Communications Specialist / Satellite Payload Engineer	3	1	1	200 days	240 days		
T.8. Radio Frequency (RF) Engineer	3	1	1	200 days	240 days		

#### 2. TRAVEL AND LIVING EXPENSES: Est.: \$ \_\_\_\_\_

Travel and living expenses must be in accordance with section 7.8 Payment, Subsection (a) iv. Pre-Authorized Travel and living expenses. Applicable taxes extra.

**TOTAL Est. \$ \_\_\_\_\_**  
**Canada's Total Contract Cost to a Limitation of Expenditure.: \$ \_\_\_\_\_**  
**(Customs duties are included and Applicable Taxes are extra.)**

**OPTION PERIOD(S)**

Subject to the exercise of the Contract option to extend the Contract period in accordance with Annex B1 of the Contract, the Contractor will be paid the following firm all-inclusive per diem rates during the Option Periods, to complete all work to be performed in relation to the Contract extension.

**OPTION PERIOD 1**

**1. PROFESSIONAL SERVICES**

RESOURCE CATEGORY	Level of Expertise	Estimated number of Resources per Year	Estimated Number of days per Resource	Firm per diem Rate
A.11. Tester	3	1	240 days	
C.3 IT Security TRA and C&A Analyst	3	1	120 days	
T.2 Satellite Communications Specialist / Ground Station Engineer	3	1	240 days	
T.2 Satellite Communications Specialist / Integrated Logistics Support (ILS) Engineer	3	1	240 days	
T.2 Satellite Communications Specialist / Satellite Payload Engineer	3	5	240 days	
T.2. Satellite Communication Specialist / Senior Systems Advisor	3	2	240 days	
T.8. Radio Frequency (RF) Engineer	3	1	240 days	

**2. TRAVEL AND LIVING EXPENSES:**

Est.: \$ \_\_\_\_\_

Travel and living expenses must be in accordance with section 7.8 Payment, Subsection (a) iv. Pre-Authorized Travel and living expenses. Applicable taxes extra.

**OPTION PERIOD 2**

**1. PROFESSIONAL SERVICES**

RESOURCE CATEGORY	Level of Expertise	Estimated number of Resources per Year	Estimated Number of days per Resource	Firm per diem Rate
A.11. Tester	3	1	240 days	
T.2 Satellite Communications Specialist / Ground Station Engineer	3	2	240 days	
T.2 Satellite Communications Specialist / Integrated Logistics Support (ILS) Engineer	3	1	240 days	
T.2 Satellite Communications Specialist / Satellite Payload Engineer	3	5	240 days	
T.2. Satellite Communication Specialist / Senior Systems Advisor	3	2	240 days	
T.8. Radio Frequency (RF) Engineer	3	1	120 days	

**2. TRAVEL AND LIVING EXPENSES:** **Est.: \$ \_\_\_\_\_**  
Travel and living expenses must be in accordance with section 7.8 Payment, Subsection (a) iv. Pre-Authorized Travel and living expenses. Applicable taxes extra.

**OPTION PERIOD 3**

**1. PROFESSIONAL SERVICES**

RESOURCE CATEGORY	Level of Expertise	Estimated number of Resources per Year	Estimated Number of days per Resource	Firm per diem Rate
A.11. Tester	3	1	240 days	
C.3 IT Security TRA and C&A Analyst	3	1	120 days	
T.2 Satellite Communications Specialist / Ground Station Engineer	3	2	240 days	
T.2 Satellite Communications Specialist / Integrated Logistics Support (ILS) Engineer	3	1	240 days	
T.2 Satellite Communications Specialist / Satellite Payload Engineer	3	5	240 days	
T.2. Satellite Communication Specialist / Senior Systems Advisor	3	2	240 days	
T.8. Radio Frequency (RF) Engineer	3	1	120 days	

**2. TRAVEL AND LIVING EXPENSES:** **Est.: \$ \_\_\_\_\_**  
Travel and living expenses must be in accordance with section 7.8 Payment, Subsection (a) iv. Pre-Authorized Travel and living expenses. Applicable taxes extra.

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## PART 8 – RESULTING PROJECT MANAGEMENT SUPPORT SERVICES (PMSS) CONTRACT CLAUSES

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

### 8.1 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.
- (b) **Client(s)** : Under the Contract, the "**Client**" is the Department of National Defence (DND).
- (c) **Reorganization of Client** : The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms**: Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.
- (e) **Location of Services**: Services must be delivered as requested to the locations specified in 6.0 Location of Work of Annex A2 SOW - PMSS, which delivery locations must exclude any area subject to one of the Comprehensive Land Claim Agreements (CLCAs).

### 8.2 TASK AUTHORIZATION ("TA")

- (a) **As and When Requested Task Authorizations**: The Work to be performed under the Contract on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (b) **Assessment of Resources Proposed at TA Stage**: Processes for issuing, responding to and assessing Task Authorizations are further detailed in Appendix A2 to Annex A2 - Tasking Assessment Procedure - PMSS.

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**(c) Form and Content of Task Authorization:**

- i. The Procurement Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form DND 626 Task Authorization, attached in Annex E.
- ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable:
  - A. a task number;
  - B. The date by which the Contractor's response must be received, which will appear in the draft Task Authorization, but not the issued Task Authorization;
  - C. the details of any financial coding to be used;
  - D. the category of resources and the number required;
  - E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
  - F. the start and completion dates;
  - G. milestone dates for deliverables and payments (if applicable);
  - H. the number of person-days of effort required;
  - I. whether the work requires on-site activities and the location;
  - J. the language profile of the resources required;
  - K. the level of security clearance required of resources;
  - L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price, and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges; and
  - M. any other constraints that might affect the completion of the task.

- (d) Contractor's Response to Draft Task Authorization:** The Contractor must provide the Procurement Authority, within the time for response identified in the draft Task Authorization, 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.

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**(e) Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

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

- A. for any TA with a value less than or equal to \$250,000.00, including Applicable Taxes, the TA must be signed by the Procurement Authority; and
- B. for any TA with a value greater than this amount, a TA must be signed by the Procurement Authority and the Contracting Authority.

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

**(f) Administration of Task Authorization Process for DND:** The administration of the Task Authorization process will be carried out by Des Proc 2-4 or delegate. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

**(g) Periodic Usage Reports:**

- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed in Annex D. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority and the Procurement Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- ii. The quarterly periods are defined as follows:
  - A. April 1 to June 30;
  - B. July 1 to September 30;
  - C. October 1 to December 31; and
  - D. January 1 to March 31.

The data must be submitted to the Contracting Authority and the Procurement Authority no later than ten (10) calendar days after the end of the reporting period.

- iii. Each report must contain the following information for each validly issued TA (as amended):
  - A. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
  - B. a title or a brief description of the task;

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- C. the name, Resource category and level of each resource involved in performing the TA, as applicable;
  - D. the total estimated cost specified in the TA (Taxes extra);
  - E. the total amount (Taxes extra) expended to date;
  - F. the start and completion date; and
  - G. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- (h) Consolidation of TAs for Administrative Purposes: The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

### 8.3 MINIMUM WORK GUARANTEE

- (a) In this clause,
- i. **"Maximum Contract Value"** means the amount specified in the "Limitation of Expenditure" clause set out in the Contract, excluding Applicable Taxes; and
  - ii. **"Minimum Contract Value"** means 5 % of the Maximum Contract Value on the date the contract is first issued.
- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- (d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
- i. for default
  - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
  - iii. for convenience within ten (10) business days of Contract award.

### 8.4 STANDARD CLAUSES AND CONDITIONS

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

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**(a) General Conditions :**

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

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

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

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

1. 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.
2. 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.
3. 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**

Any IP arising from the performance of the Work will be specified in the specific TA.

By default, the 4006 Supplemental General Conditions will apply.

- i. 4006 (2010-08-16), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information;

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Should one of the following criteria be applicable to a specific TA, Canada will state it in the TA:

- (6.1) national security;
- (6.2) statutes, regulations or previous obligations of Canada to a third party or parties preclude contractor ownership of the Intellectual Property Rights in Foreground Information.
- (6.3) the Bidder has declared in writing that he is not interested in owning the Intellectual Property Rights in Foreground Information;
- (6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;
- (6.4.2) the main purpose of the contract, or of the deliverables contracted for, is to augment an existing body of Canada's background information as a prerequisite to the transfer of the augmented background to the private sector, through licensing or assignment of ownership (not necessarily to the original contractor), for the purposes of commercial exploitation;
- (6.4.3) the main purpose of the contract, or of the deliverables contracted for, is to deliver a component or subsystem that will be incorporated into a complete system at a later date, as a prerequisite to the planned transfer of the complete system to the private sector, through licensing or assignment of ownership, for purposes of commercial exploitation;
- (6.5) where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software;
- Where an exemption has been granted through a Treasury Board submission.

The TA will therefore include the following clause:

- i. 4007 (2010-08-16), Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information.

## 8.5 SECURITY REQUIREMENT

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). This contract includes access to controlled goods. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada.
2. The Contractor personnel requiring access to **CANADIAN NON RESTRICTED CLASSIFIED/PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid personnel security clearance at the level of **SECRET**, granted or approved by CISD/PWGSC.
3. The Contractor personnel requiring access to **CANADIAN RESTRICTED CLASSIFIED/PROTECTED** information, assets or sensitive work site(s) **must be citizens of Canada, Belgium, Denmark, Luxembourg, Netherlands, New Zealand, or of the United States and must EACH** hold a valid personnel security clearance at the level of **SECRET**, granted or approved by CISD/PWGSC.
4. The Contractor personnel requiring access to **FOREIGN NON RESTRICTED CLASSIFIED/PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid personnel security clearance at the level of **SECRET**, granted or approved by CISD/PWGSC.

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5. The Contractor personnel requiring access to **FOREIGN RESTRICTED CLASSIFIED/PROTECTED** information, assets or sensitive work site(s) **must be citizens of Canada, Belgium, Denmark, Luxembourg, Netherlands, New Zealand, or of the United States and must EACH** hold a valid personnel security clearance at the level of **SECRET**, granted or approved by CISD/PWGSC.
  6. The Contractor **MUST NOT** remove any **CLASSIFIED/PROTECTED** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
  7. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
  8. The Contractor must complete and submit a Foreign Ownership, Control and Influence (FOCI) Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to CLASSIFIED FOREIGN information/assets. Public Works and Government Services Canada (PWGSC) will determine if the company is "*Not Under FOCI*" or "*Under FOCI*". When an organization is determined to be *Under FOCI*, PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed "*Not Under FOCI through Mitigation*".
  9. The contractor should at all times during the performance of the contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of *Not Under FOCI* or *Not Under FOCI through Mitigation*.
  10. All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation.
  11. The Contractor must also comply with the provisions of the:
    - (a) Security Requirements Check List, attached at Annex C; and
    - (b) Industrial Security Manual (latest edition).

## 8.6 CONTRACT PERIOD

- (a) **Contract Period** : The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
  - i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends two (2) years later; and
  - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

**(b) Option to Extend the Contract :**

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

**8.7 AUTHORITIES**

**(a) Contracting Authority**

The Contracting Authority for the Contract is:

Name : Marlene Bitsene  
Title : Supply Team Leader  
Organization : Acquisitions Branch, Science Procurement Directorate  
Address : 11 rue Laurier, Place du Portage phase III, 11C1, Gatineau, QC, K1A0S5  
Telephone : (819) 956-9489  
Facsimile : (819) 997-2229  
E-mail address : marlene.bitsene@tpsgc-pwgsc.gc.ca

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

**(b) Technical Authority**

The Technical Authority for the Contract is:

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Organization : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E-mail address : \_\_\_\_\_

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

**(c) Procurement Authority**

The Procurement Authority for the Contract is:

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Organization : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E-mail address : \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for DND Contract and financial management, maintaining supply records and certifying invoices for payment. The Procurement Authority may delegate his/her authority and may act through his/her duly appointed representatives. Changes to the scope of the Work and increases in funds can only be made through a contract amendment issued by the Contracting Authority.

**(d) Task Authorization Office of primary Interest (OPI)**

The OPI 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 Task Authorization they are so named.

The Task Authorization OPI, will be stated upon Task Award. The Task Authorization OPI may change depending upon the Task.

**(e) Contractor's Representative**

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Organization : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E-mail address : \_\_\_\_\_

The Contractor's Representative, Procurement Authority, Technical Authority and OPI contact information will be identified at the time of contract award.

**8.8 PAYMENT**

**(a) Basis of Payment (To be selected at Task Award)**

- i. **[Option 1] Professional Services provided under a Task Authorization with a Maximum Price** : For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with

the firm all-inclusive per diem rates set out in Annex B1- Basis of Payment - ESS, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

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

- ii. **[Option 2] Professional Services provided under a Task Authorization with a Firm Price (Milestones)** : For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization, based on the firm, all-inclusive per diem rates set out in Annex B1 – Basis of payment – ESS, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

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

- iii. **TA subject to a Limitation of Expenditure**: The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment specified in the authorized TA, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

- iv. **Pre-Authorized Travel and Living Expenses** :  
All travel must have the prior authorization of the OPI. Travel provision will be stated in the TA Form.

For the requirements to travel described in section 5.0 Travel, of the Statement of Work in Annex A1, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work required to be done, delivered or performed: "outside the National Capital Region (NCR) defined in the ***National Capital Act (R.S.C., 1985, c. N-4)***, available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N4/page-9.html#docCont>)," at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the ***National Joint Council Travel Directive***; and in accordance with the Accommodation and Car Rental Directory (ACRD) <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/ACRDS/preface-eng.aspx>; and with the other provisions of the directive referring to "***travellers***", rather than those referring to "***employees***", to a limitation of expenditure of [ \$ \_\_\_\_\_ *amount to be inserted at TA Award*]. Customs duty are included plus Applicable Taxes.

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

Canada will not accept any travel and living expenses for any travel required within NCR, or between the Contractor's place of business and DND building within the NCR, or any relocation of resources required to satisfy the terms of the Contract.

All payments are subject to government audit.

### Travel Status Time

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

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

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

v. **Applicable Taxes :**

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

vi. **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.

vii. **Professional Services Rates:** In Canada's experience, Bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

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

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**(b) Limitation of Expenditure - Cumulative Total of all Task Authorizations**

- i. Canada 's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (amount to be inserted at Contract Award), Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- ii. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceed before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
  - A. It is 75 percent committed, or
  - B. 4 months before the Contract expiry date, or
  - C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- iii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

**(c) Method of Payment (to be selected at Task Award)**

**(c) [Option 1] Method of Payment Single Payment (to be selected at Task Award)**

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

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

**(c) [Option 2] Monthly Payment** Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if :

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

**(c) [Option 3] Method of Payment for Task Authorizations with a Maximum Price** : For each Task Authorization validly issued under the Contract that contains a maximum price :

- i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

**(c) [Option 4] Method of Payment for Task Authorizations with a Firm Price – Lump Sum Payment on Completion** : Canada will pay the Contractor upon completion and delivery of all the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if :

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

**(c) [Option 5] Method of Payment for Task Authorizations with a Firm Price – Milestone Payments**

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Task Authorization and 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 work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

**(d) Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

**(e) No Responsibility to Pay for Work not performed due to Closure of Government Offices**

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

## 8.9 INVOICING INSTRUCTIONS

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- (c) By submitting invoices the Contractor is certifying that the 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 Procurement Authority, and a copy to the Contracting Authority.

## 8.10 CERTIFICATIONS

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

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## 8.11 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

## 8.12 COPYRIGHT IN MATERIAL (if applicable)

Any IP arising from the performance of the Work will belong to the Contractor, unless otherwise specified in the specific TA. Should the TA specify that Canada owns the IP, the following will apply:

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

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

## 8.13 APPLICABLE LAWS

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

## 8.14 PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions, in the following order (to be determined at TA Award) :
  - i. 4006 (2010-08-16), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information;

OR

4007 (2010-08-16), Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information;

- c. General Conditions 2035 (2015-07-03);
- d. Annex A2, Statement of Work – PMSS - Annex A2 including its Appendices as follows;
  - i. Appendix A2 to Annex A2 - Tasking Assessment procedure - PMSS
  - ii. Appendix B2 to Annex A2 - TA Resources Assessment Criteria and Response Table – ESS;
- e. Annex B2, Basis of Payment - PMSS;
- f. Annex C, Security Requirements Check List;
- g. Annex D - Sample Reports;
- h. Annex E - DND 626 task Authorization (TA) Form;
- i. Annex F - Certifications at the TA Stage;
- j. Supply Arrangement Number EN578-055605 (the "**Supply Arrangement**")
- k. the Contractor's bid dated [ ] *[date of bid to be inserted at Contract Award]*, as amended [ ] *[date(s) of amendment(s) if applicable, to be inserted at Contract Award]*.

### 8.15 DEFENCE CONTRACT

SACC Manual Clause A9006C (2012-07-16) Defence Contract  
SACC Manual Clause C2801C (2014-1-27) Priority Rating – Canadian Contractors

### 8.16 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

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

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.

### 8.16 FOREIGN NATIONALS (FOREIGN CONTRACTOR)

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

### 8.17 INSURANCE REQUIREMENTS

The following will apply to requirements where the requirement value is greater than the NAFTA threshold but less than \$20 million.

#### A. Compliance with Insurance Requirements

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

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

#### **B. Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability, or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program.

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- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

### **C. Errors and Omissions Liability Insurance**

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

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

### **8.18 CONTROLLED GOODS PROGRAM**

SACC Manual Clause A9131C (2014-11-27), Controlled Goods Program

### **8.19 LIMITATION OF LIABILITY – INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY**

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

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**(b) First Party Liability:**

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
  - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
  - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets, or trade secrets of a third party provided by one Party to another under the Contract, relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
  - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada, including any applicable taxes, for the goods and services affected by the breach of warranty; and
  - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost, meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument, or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost, as defined above, for the Contract or \$1,000,000.00 , whichever is more.
- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

**(c) Third Party Claims :**

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

**8.20 JOINT VENTURE**

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

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- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
  - (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
  - (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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.

## 8.21 PROFESSIONAL SERVICES – GENERAL

### 7.1 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 (10) 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 (5) working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten (10) 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 subarticle (c).

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

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

## 8.22 SAFEGUARDING ELECTRONIC MEDIA

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

## 8.23 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

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## 8.24 ACCESS TO CANADA'S PROPERTY AND FACILITIES

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

## 8.25 IMPLEMENTATION

**Implementation of Professional Services** : If similar professional services are currently being provided by another supplier or by Canada's own personnel, the Contractor is responsible for ensuring that the transition to the professional services it provides under the Contract is completed in a way that does not disrupt Canada's operations or users, and does not result in any interim degradation to the timeliness or quality of service. The Contractor is solely responsible for any additional training required by its resources to perform the Work, and time spent by resources on that training or becoming familiar with the Client's environment must not be charged to Canada. The transition will be considered complete once the Contractor has demonstrated, to the satisfaction of the Technical Authority, that it is ready and able to carry out the Work. The transition must be complete by no later than ten (10) working days after the Contract is awarded. All costs associated with establishing itself to provide the professional services are the responsibility of the Contractor.

## 8.26 TRANSITION SERVICES AT END OF CONTRACT PERIOD

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

## 8.27 IDENTIFICATION PROTOCOL RESPONSIBILITIES

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

- a. Contractor Representatives who attend a Government of Canada meeting, whether internal or external to Canada's offices, must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five

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W8482-145909/B  
Client Ref. No. - N° de réf. du client  
W8482-145909

Amd. No. - N° de la modif.  
File No. - N° du dossier  
003sIW8474-15TN01

Buyer ID - Id de l'acheteur  
003sI  
CCC No./N° CCC - FMS No/ N° VME

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- (5) working days to deliver the action plan to the Client and the Contracting Authority, and twenty (20) working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

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## ANNEX A2

### Statement of Work (SOW) – Project Management Support Services (PMSS)

#### 1.0 BACKGROUND

##### 1.1 Director General – Information Management Project Delivery (DGIMPD)

DGIMPD is responsible to provide project management support and oversight of all Department of National Defense (DND) / Canadian Armed Forces (CAF) Information Management (IM) projects to ensure the successful delivery of IM and Command Control Communication Computers Intelligence Surveillance Reconnaissance (C4ISR) solutions to Sponsors, in support of DND/CAF mission and objectives.

The DGIMPD projects are grouped into several portfolios managed by Portfolio Managers within the directorate. Portfolio Managers are responsible for providing direction, support and advice to Project Directors (PD), Project Managers (PM), and Project Team Leaders within their portfolios, so that solutions are delivered to the end-users in a manner that satisfies their assigned aims and objectives as documented in the Statements of Requirements (SOR).

##### 1.2 Purpose

The objective of this Statement of Work (SOW) is limited to Project Management and Support Services.

#### 2.0 SCOPE

##### 2.1 General

The PMSS Contractor, hereinafter referred to as the Contractor, must provide professional services support on an “as-and-when-requested” basis as outlined in this SOW.

This SOW:

- states the resource categories;
- lists a variety of possible tasks; and
- lists associated deliverables per category required of the Contractor and Contractor designated resource to be provided as part of the Contract, hereinafter referred to as “the Contract”.

### 3.0 RESOURCE REQUIREMENT

#### 3.1 General

All resources listed in Table 1 - Resources below will be required on an “as-and-when-requested” basis through the issue of Task Authorizations. These tasks may be issued for work that is limited in scope or is of a fixed duration. Each Task Authorization will outline the required tasks and required deliverables.

The resource experience levels (2 and 3) indicated in Table 1 - Resources are compliant with the levels and years of experience defined in the TBIPS Supply Arrangement Categories.

**Table 1 - Resources**

<b>Stream 5: TBIPS Project Management Services Class</b>	<b>Level</b>
P.6 Project Administrator	2, 3
P.7 Project Coordinator / Project Control Officer	2, 3
P.9 Project Manager / Senior Project Officer	2, 3
P.10 Project Scheduler	2, 3
P.12 Risk Management Specialist	2, 3
P.13 Independent IT Project Review Team Leader	2, 3
P.14 Independent IT Project Reviewer	2, 3
<b>Stream 4: TBIPS Business Services Class</b>	<b>Level</b>
B.1 Business Analyst	2, 3
B.7 Business Transformation Architect	2, 3

### 4.0 TASKS AND DELIVERABLES

#### 4.1 General

The Contractor is responsible for performing or having performed all reviews, inspections and tests necessary to substantiate that the services and/or material provided conform to the specifications and requirements of this SOW and any tasking issued. The schedule of deliverables will be in accordance with the priorities established within the Task Authorization.

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The Contractor will be responsible for providing the deliverables resulting from each of the tasks as they are outlined in Sections 4.2.1 through 4.2.9. The format of these deliverables will be in accordance with DND standards, if applicable, to be specified within the Task Authorization by the Task Authorization Office of Primary Interest (OPI).

Required deliverables include plans, reports and processes developed and/or updated by the Contractor resource in both printed and electronic formats will be for the review, approval and signature, where required, of the Task Authorization OPI.

The Contractor must submit all deliverables specified within the Task Authorization to the Task Authorization OPI. Drafts of the deliverables, if applicable, must be forwarded to the Task Authorization OPI for review and acceptance. The Task Authorization OPI will review and provide comments on all draft of the deliverables within twenty (20) working days of receipt of the draft of the deliverables. The Contractor must then submit the revised deliverables within ten (10) working days of receipt of the Task Authorization OPI's comments. The Task Authorization OPI will confirm acceptance of the deliverables within fifteen (15) working days of receipt of the final deliverables.

Should any report, document, or service not be in accordance with the requirements of the applicable Task Authorization and to the satisfaction of the Task Authorization OPI, as submitted, the Task Authorization OPI will have the right to reject it or to require its correction at the sole expense of the Contractor before recommending payment.

Experience levels are defined by TBIPS as follows:

- Level 2: 5 ≤ 10 years of experience; and
- Level 3: 10+ years of experience, or 5+ years of experience with a recognized professional certification.

## **4.2 Expected Resource Responsibilities and Deliverables**

The paragraphs within this section define a minimum set of expected deliverables that each category of resource might have to produce. Specific deliverable requirements will be identified within the applicable Task Authorization.

### **4.2.1 P.6 Project Administrator (Level 2, 3)**

4.2.1.1 Responsibilities may include but are not limited to:

- a. Maintain and update relevant project information in manual and/or electronic files; project information might include such things as project activity schedule, status reports, correspondence;
- b. Assist project management and data processing professionals, technical users and end-users in simple routine tasks;
- c. Prepare standard operating procedures applicable to the administrative support functions and familiarize project staff in those procedures as appropriate;
- d. Provide administrative and technical support of a clerical nature as required to projects;
- e. Notify the Task Authorization Office of Primary Interest (OPI) regarding: schedule slip, resource conflicts and optimization opportunities;
- f. Assist in performing tasks such as maintaining project documentation and application/system libraries;

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- g. Act as the first point of contact in a "hot-line" situation by accepting incoming calls, logging calls, attempting to resolve simple problems and following established procedures for more difficult problems;
  - h. Track project change requests;
  - i. Use computer tools and aids to perform work;
  - j. Provide and maintain project office supplies budget;
  - k. Define, operate and maintain project filing system(s);
  - l. Maintain SharePoint filing system;
  - m. Interface with government records management organizations for filing, file retrieval and archiving;
  - n. Research and apply DND administrative orders in an office setting;
  - o. Research and apply DND security orders and regulations in an office setting;
  - p. Initiate and prepare travel claims and documents in accordance with Treasury Board policies and directives using the automated travel system. This includes arranging travel accommodations and reservations. Provide administrative services such as filing, document control and photocopying when preparing and arranging travel; and
  - q. Facilitate office accommodations including planning and coordinating internal or external moves.

4.2.1.2 Deliverables for the Project Administrator may include, but are not limited to:

- a. Reports/proposals for the improvement of certain business processes;
- b. Agendas/meetings as acceptable by the Task Authorization OPI;
- c. Office Supplies budget;
- d. Filing system documentation;
- e. PMO Standard Operating Procedures (SOP); and
- f. Any deliverables related to the tasks identified in Section 4.2.1.1 above, on an "as-and-when-requested" basis as specified through the Task Authorization.

#### **4.2.2 P.7 Project Coordinator / Project Control Officer (Level 2, 3)**

4.2.2.1 Responsibilities could include but are not limited to:

- a. Identify organizational and/or project business opportunities for improvement and streamlining of business processes with respect to project costs;
- b. Assist in event preparatory activities including the preparation and distribution of the convening letters and agenda;
- c. Assist project management and data processing professionals, technical users and end-users in simple routine tasks;
- d. Execute as necessary in accordance with established SOP administrative activities, Human Resources (HR), training, accommodation, acquisition of office/project supplies, in/out clearance, travel;
- e. In accordance with SOPs, coordinate project related Action Items and ensure Action Items are documented and are being addressed in support of project activities;
- f. In accordance with SOPs, liaise with Project Management Office (PMO) staff to ensure that project risk / issues are documented in the Risk Register, appropriate analyses are completed; ensure any associated lessons learned are documented;
- g. Manage project schedule to ensure MS Project schedule or appropriate scheduling tool is maintained accurately reflecting current activities, liaising with project staff as necessary to obtain inputs;

- h. Manage PMO schedule ensuring PMO senior staff is kept informed of regular meetings and teleconferences and that major project remits / products are addressed as appropriate by the applicable PMO project staff;
- i. Support information sharing by providing required input in support of project change control boards and dashboards by required deadlines;
- j. Prepare required inputs and reports to senior management and International Partners liaising with team members, other DND / government organizations and International Partners as required;
- k. Manage project document configuration;
- l. Load PMO staff on training;
- m. Develop/review substantive cost estimates for the project definition phase and indicative/substantive estimates for the project implementation/closeout phase and transition to in-service support;
- n. Provide advice to various stakeholders in the development and in the implementation of business improvement processes and programs with respect to cost.

4.2.2.2 Deliverables for the Project Coordinator / Project Control Officer may include, but are not limited to:

- a. Reports/proposals for the improvement of certain business processes;
- b. Team Meeting Agendas utilizing the PMO formats prescribed by the Task OPI, submitted in electronic format to the Task OPI;
- c. Team Meeting Minutes utilizing the PMO formats prescribed by the Task OPI, submitted in electronic format to the Task OPI;
- d. PMO SOPs as-and-when required;
- e. Project action Items and updates;
- f. Coordinating consolidation of project risks and updates;
- g. Project schedules and updates; and
- h. Any deliverables related to the tasks identified in Section 4.2.2.1 above, on an "as-and-when-requested" basis as specified through the Task Authorization.

### **4.2.3 P.9 Project Manager / Senior Project Officer (Level 2, 3)**

4.2.3.1 Responsibilities may include but are not limited to:

- a. Develop and document project plans, manage and control the time, resources and scope according to the priorities of the project, monitor the progress of various activities, identify risks and opportunities, manage communication;
- b. Develop and update the status of the tasks, milestones and deliverables of the WBS in consultation with all relevant members of the project team and other direct and indirect contributors to the success of the project;
- c. Oversee work associated with sub-projects within the project, identifying ways to optimize schedules and costs that could contribute to achieving the goals of the entire project and updating/overseeing the updating of the solution delivery plans and schedules;
- d. Conduct various financial estimation aspects;
- e. Prepare documentation in response to scheduled and unscheduled reporting (either at the request of the PM or as a result of newly identified risks and opportunities) to provide updates on the progress of the project;
- f. Prepare documentation (e.g. SOW, Work Breakdown Structure (WBS)) while ensuring compliance with the DND Project Management methodology; and
- g. Create and/or making presentations to various stakeholders, and organize meetings and discussions among all stakeholders.

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4.2.3.2 Deliverables for the Project Manager / Senior Project Officer may include, but are not limited to:

- a. Project plans and reports on status/issues with implementation of the solution throughout DND;
- b. Documentation/reports of the Implementation/roll-out of the solution to a location/site/enclave including:
  - i. Financial and cost estimation reports;
  - ii. Communication Plan;
  - iii. Roles and responsibilities matrix;
  - iv. WBS and WBS Dictionary;
  - v. Presentations regarding the scope and site specifics solution roll-out;
  - vi. Issue tracking Database/Repository;
  - vii. Lessons learned documentation;
  - viii. Risk management plan/reports; and
- c. Any deliverables related to the tasks identified in Section 4.2.3.1 above, on an "as-and-when-requested" basis as specified through the Task Authorization.

#### **4.2.4 P.10 Project Scheduler (Level 2, 3)**

4.2.4.1 Responsibilities may include but are not limited to:

- a. Define, sequence and estimate duration of activities and develop network diagrams and conduct and provide critical path analysis;
- b. Develop and maintain the WBS and the project schedules, regularly checking for identifying schedule and resource dependency issues and also, opportunities for schedule optimization;
- c. Establish a process to plan, organize, monitor and control the project schedule;
- d. Manage project milestones, task dependencies, task duration, delivery dates, Quality Assurance (QA) reviews/audits/inspections, following-up and reporting on action items;
- e. Make recommendations to the PM regarding the optimal time to bring personnel onto the project;
- f. Schedule the co-ordination efforts with all project stakeholders: internal and external; and
- g. Coordinate dependencies with related projects or components contributing to the DND IM/IT development strategy; proactively broadcasting to the PMO of dependent projects any information that might impact the IM/IT capabilities.

4.2.4.2 Deliverables for the Project Scheduler may include, but are not limited to:

- a. Project network diagram(s);
- b. WBS and WBS dictionary;
- c. Project Schedules and updates;
- d. Notifications to the Task Authorization OPI regarding schedule slip, resource conflicts and optimization opportunities;
- e. Reports/proposals for the improvement of certain business processes; and
- f. Any deliverables related to the tasks identified in Section 4.2.4.1 above, on an "as-and-when-requested" basis as specified through the Task Authorization.

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#### 4.2.5 P.12 Risk Management Specialist (Level 2, 3)

4.2.5.1 Responsibilities may include but are not limited to:

- a. Define the Risk Management procedures (risk identification, assessment, quantification, risk response development and response), forms, tools and repositories and ensure adherence to these;
- b. Develop the Project Profile and Risk Assessment (PPRA) risk management strategies and project Risk Management Plan;
- c. Manage the implementation of Risk Management Plans to identify, analyze, plan, track and control project risks on a regular basis throughout the project life cycle;
- d. Assist the project in the identification and control of project risks and opportunities including the development of a Risk Register;
- e. Coordinate project interdependencies with the PMOs of other projects and manage any issues, problems or risks pertaining to cost, scope and time arising from these interdependencies;
- f. Recommend alternative solutions, methodologies and strategies for risk mitigation and management; and
- g. Conduct audits to ensure that the team employs the approved Risk Management process and proposing changes when these would benefit the project.

4.2.5.2 Deliverables for the Risk Management Specialist may include, but are not limited to:

- a. Documentation of the Risk Management procedures, plans, templates, presentations, forms, Risk Register, and reports relevant to project management; and
- b. Any deliverables related to the tasks identified in Section 4.2.5.1 above, on an "as-and-when-requested" basis as specified through the Task Authorization.

#### 4.2.6 P.13 Independent IT Project Review Team Leader (Level 2, 3)

4.2.6.1 Responsibilities could include but are not limited to:

- a. Provide the review sponsor with status updates;
- b. Conduct the review of project documents in accordance with Treasury Board Secretariat's methodology and guidelines as outlined in [The Independent Reviewer's Handbook](#) and the associated [Review Topics for Enquiry](#);
- c. Conduct a project review and lessons-learned analysis, and share the findings with staff;
- d. Lead the development of conclusions and recommendations pertaining to project documents;
- e. Develop the review plan, monitor progress and ensure adherence to the plan;
- f. Assign and delegate work to the independent IT project reviewers on the team;
- g. Advise independent IT project reviewers and/or review sponsors regarding review activities, processes and requirements, as required;
- h. Liaise between the team and the review sponsor and resolve any project review issues with the review sponsor;
- i. Organize and conduct and/or chair independent project review team meetings;
- j. Conduct interviews/workshops with senior management;
- k. Integrate reviewer findings;
- l. Lead the development of IT project review presentations;
- m. Assign and delegate work to the independent IT project reviewers on the team;

- n. Advise independent IT project reviewers and/or review sponsors regarding review activities, processes and requirements, as required;
- o. Liaise between the team and the review sponsor and resolve any project review issues with the review sponsor; and
- p. Assess implementation of Risk Management Plans used to identify, analyze, plan, track and control project risks.

4.2.6.2 Deliverables for the Independent IT Project Review Team Leader may include, but are not limited to:

- a. Review plan and related documents including status updates;
- b. IT project review presentations;
- c. Workshop documentation;
- d. IT project review and/or report;
- e. Lessons learned analysis and review report post implementation phase; and
- f. Any deliverables related to the tasks identified in Section 4.2.6.1 above, on an “as-and-when-requested” basis as specified through the Task Authorization.

#### **4.2.7 P.14 Independent IT Project Reviewer (Level 2, 3)**

4.2.7.1 Responsibilities could include but are not limited to:

- a. Prepare and/or deliver IT project review presentation(s) and/or report(s);
- b. Prepare IT project reviews post-mortem and lessons-learned analyses;
- c. Report to the independent IT project review team leader;
- d. Support the independent project review team leader activities, as required;
- e. Perform the review work in accordance with Treasury Board Secretariat's methodology and guidelines as outlined in The Independent Reviewer's Handbook and the associated Review Topics for Enquiry;
- f. Prepare and/or review documentation;
- g. Attend group presentations and demonstrations;
- h. Conduct interviews/workshops;
- i. Assess and validate findings;
- j. Analyze and develop conclusions and recommendations; and
- k. Integrate findings and recommendations with the results of the other team members (if applicable).

4.2.7.2 Deliverables for the Independent IT Project Reviewer may include, but are not limited to:

- a. IT project review presentations and reports;
- b. Post-Implementation stage IT project review and lessons-learned reports; and
- c. Any deliverables related to the tasks identified in Section 4.2.7.1 above, on an “as-and-when-requested” basis as specified through the Task Authorization.

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#### **4.2.8 B.1 Business Analyst (Level 2, 3)**

4.2.8.1 Responsibilities could include but are not limited to:

- a. Perform business analysis of requirements to identify information, procedures, and decision flows;
- b. Develop and document statements of requirements for considered alternatives;
- c. Define and document interfaces of manual to automated operations within application subsystems, to external systems, and between new and existing systems;
- d. Evaluate existing procedures and methods, identify and document items such as database content, structure, application subsystems;
- e. Document the Risk Management procedures and lessons learned;
- f. Develop/review substantive cost estimates for the project definition phase and indicative/substantive estimates for the project implementation/closeout phase and transition to in-service support;
- g. Identify organizational and/or project business opportunities for improvement and streamlining of business processes with respect to project costs;
- h. Provide advice to various stakeholders in the development and in the implementation of business improvement processes and programs with respect to cost;
- i. Establish acceptance test criteria with client; and
- j. Support and use the selected departmental methodologies for analysis.

4.2.8.2 Deliverables for the Business Analyst may include, but are not limited to:

- a. Business Rules Catalogue and decision tables to model conditions and actions;
- b. Business Requirements Document;
- c. Statement of requirements for considered alternatives;
- d. Requirements traceability matrix;
- e. Acceptance test criteria documentation;
- f. Solution validation plan and associated documents (e.g. Client surveys);
- g. Amended procedures and methods documents;
- h. Cost Estimates;
- i. Risk Management procedures;
- j. Lessons learned documentation; and
- k. Any deliverables related to the tasks identified in Section 4.2.8.1 above, on an “as-and-when-requested” basis as specified through the Task Authorization.

#### **4.2.9 B.7 Business Transformation Architect (Level 2, 3)**

4.2.9.1 Responsibilities could include but are not limited to:

- a. Analyze and develop business success “critical success factors”;
- b. Analyze and develop architecture requirements design, process development, process mapping and training;
- c. Create presentations and present to various stakeholders, and facilitate meetings and discussions;
- d. Coordinate development of training and coordinate the training with other stakeholders.
- e. Lead other functional staff to define business strategy and processes in support of transformation and change management activities;
- f. Participate in change impact analysis and change management activities; and
- g. Participate in organizational realignment (job re-design organizational re-structuring).

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4.2.9.2 Deliverables for the Business Transformation Architect may include, but are not limited to:

- a. Critical success factors documentation;
- b. Work plans and documents;
- c. Architecture requirements and processes;
- d. Task status briefings and reports;
- e. Presentations to stakeholders; and
- f. Any deliverables related to the tasks identified in Section 4.2.9.1 above, on an "as-and-when-requested" basis as specified through the Task Authorization.

## **5.0 TRAVEL AND LIVING**

In order to provide the necessary services outlined above, resources must travel world-wide if requested by Canada. Any task specific travel will be outlined via a Task Authorization. Actual travel must not commence until explicit authority is given in writing from the Task Authorization OPI.

Contractor resource will prepare and submit a trip report using the format stipulated by the Task Authorization OPI, to the Task Authorization OPI for review and approval no later than five (5) working days after the return from each trip.

Travel within and to the NCR will not be reimbursed.

## **6.0 LOCATION OF WORK**

Services will be provided at DND location in Canada or abroad.

The Task Authorization OPI will provide co-located contracted resources, the appropriate tools and office automation commercial-off-the-shelf products required by the Contractor for the accomplishment of its tasks.

DND will provide on-site equipment/services (CPU, keyboard, monitor, and access to the divisional Local Area Network (LAN) subject to normal security requirements) for any co-located contracted resource(s).

Furthermore, DND will provide, subject to normal security requirements, and only to the specified contractor resource, access to identified databases or applications resident on DND computers or networks for the sole purpose of providing the services associated with this Contract.

## **7.0 LANGUAGE OF WORK**

All work will be performed and delivered in English.

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.

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## 8.0 CONSTRAINTS

The Project's normal working hours are considered to be between 07:00 and 17:00. Contractor resources may be required to work outside of normal working hours in order to meet project schedules and deadlines. Any work performed outside of normal working hours must be pre-approved by the Task Authorization OPI in writing.

Should a Contractor resource anticipate that the 7.5 hour per diem workday, as stipulated in the Contract, may be exceeded, approval must be obtained via a Task Amendment prior to work being carried out in excess of this time. No overtime charges will be authorized. All time worked will be compensated in accordance with the Basis of Payment. At no time will the contractor resource exceed the level of expenditure stated on the Task Authorization.

## 9.0 REPORTING REQUIREMENTS

Reporting requirements will be specified in individual Task Authorisations but will include, at a minimum, the following:

- a. Weekly Progress Reports to the Task Authorization OPI. Weekly Progress Reports must, at a minimum, include the following:
  - i. Status of each task including percentage of work completed;
  - ii. Tasks finalized to date (final versions of deliverables submitted);
  - iii. Problems encountered including details if tasks are not progressing in accordance with the specific Task Authorisation; and
  - iv. Potential issues which are likely to cause problems related to the work required.
- b. Monthly Progress Reports to the Technical Authority and Task Authorization OPI. Monthly Progress Reports must, at a minimum, include the following:
  - i. All significant activities performed in the reporting period;
  - ii. Status of any outstanding activities; and
  - iii. Description of any problems encountered which require attention or escalation.

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## APPENDIX A2 TO ANNEX A2

### Tasking Assessment Procedure

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Annex E – DND 626 TA Form will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the OPI a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
2. For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix B2 of Annex A2 – TA Resources Assessment Criteria and Response Table – ESS, applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés 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:
  - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Annex F - Certifications at the TA Stage).
  - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
  - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment 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 Contract or 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.
  - (iv) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
  - (v) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé 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.
  - (vi) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and

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relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix B2 to Annex A2 to determine each proposed resource's compliance with the mandatory criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not consider a mandatory criterion met unless the response is received within five (5) working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within five (5) working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. A mandatory criteria will not be considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
4. During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
5. Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

## APPENDIX B2 to ANNEX A2 TA Resources Assessment Criteria and Response Table – PMSS

1. This Evaluation Criteria is for Resource Requirements (Mandatory)
2. To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that Canada can verify this information. The tables should not contain all the project information from the résumé. Only the specific answer should be provided.
3. For evaluation purpose,
  - the definition of a “Project” is as follows: A temporary endeavour of a minimum of one (1) year in length undertaken to create a unique product, service or result; and
  - the definition of “collective” is as follows: forming a whole; combined.  
Example: Five (5) collective years in the last ten (10) years of experience in writing Project Technical Documentation.  
Canada, in the example above wants five (5) of ten (10) years of experience. Canada will accept:
    - experience in the first five (5) years and then no experience in the last five (5),
    - no experience in the first five (5) years but experience in the last five (5) years,  
or
    - five (5) years dispersed amongst the last ten (10) years period.

Thus the use of “collective” years.
4. All financial thresholds stated in this Evaluation Criteria are in Canadian funds and are inclusive of all applicable taxes.
5. Resource experience to be calculated ending at date of task quote request.

For those resources that have not been assessed at time of Contract award, the following criteria will be used:

### 1 TBIPS Project Management Services Class

#### 1.1 P.6 Project Administrator (Level 3)

Criteria	Resource Mandatory Requirements	Statement of Compliance and Cross Reference to Proposal/Resume
<b>M1</b>	Seven (7) years of collective experience within the last ten (10) years, performing ALL of the following tasks for Information Management	

	(IM)/Information technology (IT) projects:  a. Minute taking, booking meetings and boardrooms;  b. Record keeping project documents (hard and soft copies)  c. Initiating and preparing travel claims and documents in accordance with Treasury Board policies and directives using an automated travel system.	
<b>M2</b>	Three (3) years of collective experience within the last five (5) years, by the time of draft Task Authorization issuance using the Microsoft office suite (Microsoft Office 2007 or newer).	

**1.2 P.6 Project Administrator (Level 2)**

<b>Criteria</b>	<b>Resource Mandatory Requirements</b>	<b>Statement of Compliance and Cross Reference to Proposal/Resume</b>
<b>M1</b>	Three (3) years of collective experience within the last five (5) years, performing ALL of the following tasks for IM/IT projects:  a. Minute taking, booking meetings and boardrooms;  b. Record keeping project documents, hard and soft copies  c. Initiating and preparing travel claims and documents in accordance with	

	Treasury Board policies and directives using an automated travel system.	
<b>M2</b>	One (1) year of collective experience within the last five (5) years, by the time of draft Task Authorization issuance using the Microsoft office suite, Microsoft Office 2007 or newer.	

**1.3 P.7 Project Coordinator / Project Control Officer (Level 3)**

<b>Criteria</b>	<b>Resource Mandatory Requirements</b>	<b>Statement of Compliance and Cross Reference to Proposal/Resume</b>
<b>M1</b>	<p>Seven (7) years of collective experience within the last ten (10) years, performing ALL of the following tasks for IM/IT projects:</p> <p>a. Minute taking, booking meetings and boardrooms;</p> <p>b. Record keeping project documents, hard and soft copies</p> <p>c. Initiating and preparing travel claims and documents in accordance with Treasury Board policies and directives using an automated travel system.</p> <p>d. Performing project control tasks including project scheduling, action items tracking, risk tracking, financial expenditures tracking, resource scheduling.</p>	
<b>M2</b>	Three (3) years of collective experience within the last five (5) years, by the time of draft Task Authorization issuance	

	using the Microsoft office suite, Microsoft Office 2007 or newer.	
<b>M3</b>	Twelve (12) months collective experience within the last five (5) years using Microsoft project.	

**1.4 P.7 Project Coordinator / Project Control Officer (Level 2)**

<b>Criteria</b>	<b>Resource Mandatory Requirements</b>	<b>Statement of Compliance and Cross Reference to Proposal/Resume</b>
<b>M1</b>	<p>Three (3) years of collective experience within the last five (5) years, performing ALL of the following tasks for IM/IT projects:</p> <p>a. Minute taking, booking meetings and boardrooms;</p> <p>b. Record keeping project documents, hard and soft copies</p> <p>c. Initiating and preparing travel claims and documents in accordance with Treasury Board policies and directives using an automated travel system.</p> <p>d. Performing project control tasks including project scheduling, action items tracking, risk tracking, financial expenditures tracking, resource scheduling.</p>	
<b>M2</b>	<p>Three (3) years of collective experience within the last five (5) years, by the time of draft Task Authorization issuance using the Microsoft office suite (Microsoft Office 2007 or newer).</p>	

<b>M3</b>	Six (6) months collective experience within the last five (5) years using Microsoft project.	
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**1.5 P.9 Project Manager / Senior Project Officer (Level 2)**

Criteria	Resource Mandatory Requirements	Statement of Compliance and Cross Reference to Proposal/Resume
<b>M1</b>	<p>A degree from a recognized university in Engineering, Applied Science, Business Administration, Information Management Systems, Mathematics, or Computer Science.</p> <p>OR</p> <p>A diploma, minimum 2 years, from a recognized college in a technical field, computers, networks, etc, or in business administration with recognized project management certification.</p> <p>OR</p> <p>Five (5) years of project management experience.</p> <p>OR</p> <p>Licensed as a Professional Engineer by any regulating body in Canada.</p>	
<b>M2</b>	Three (3) years collective experience in the last five (5) years working in Project Management for IT-enabled projects.	
<b>M3</b>	Three (3) years collective experience within the last five (5) using Microsoft Project.	

**1.6 P.10 Project Scheduler (Level 3)**

Criteria	Resource Mandatory Requirements	Statement of Compliance and Cross Reference to Proposal/Resume
<b>M1</b>	<p>A degree from a recognized university in any Engineering field or Computer Science or Business or Finance.</p> <p>OR</p> <p>A diploma, minimum 2 years, from a recognized college in a technical field, computers, networks, etc, or in business administration or finance.</p> <p>OR</p> <p>Ten (10) years in the role of scheduler.</p> <p>OR</p> <p>Licensed as a Professional Engineer by any regulating body in Canada.</p>	
<b>M2</b>	<p>Five (5) years collective experience within the last ten (10) using Microsoft Project.</p>	

**1.7 P.10 Project Scheduler (Level 2)**

Criteria	Resource Mandatory Requirements	Statement of Compliance and Cross Reference to Proposal/Resume
<b>M1</b>	<p>A degree from a recognized university in any Engineering field or Computer Science or Business or Finance.</p> <p>OR</p>	

	<p>A diploma, minimum 2 years, from a recognized college in a technical field, computers, networks, etc, or in business administration or finance.</p> <p>OR</p> <p>Five (5) years in the role of scheduler.</p> <p>OR</p> <p>Licensed as a Professional Engineer by any regulating body in Canada.</p>	
<b>M2</b>	<p>Three (3) years collective experience within the last five (5) using Microsoft Project.</p>	

**1.8 P.12 Risk Management Specialist (Level 3)**

<b>Criteria</b>	<b>Mandatory Requirements</b>	<b>Statement of Compliance and Cross Reference to Proposal/Resume</b>
<b>M1</b>	<p>A degree from a recognized university in any Engineering field or Computer Science or Business or Finance.</p> <p>OR</p> <p>A diploma, minimum 2 years, from a recognized college in a technical field, computers, networks, etc, or business or finance.</p> <p>OR</p> <p>Ten (10) years in Risk Management.</p> <p>OR</p>	

	Licensed as a Professional Engineer by any regulating body in Canada.	
<b>M2</b>	Five (5) years collective experience within the last ten (10) with providing Risk Management services to IM/IT projects.	

**1.9 P.12 Risk Management Specialist (Level 2)**

<b>Criteria</b>	<b>Mandatory Requirements</b>	<b>Statement of Compliance and Cross Reference to Proposal/Resume</b>
<b>M1</b>	<p>A degree from a recognized university in any Engineering field or Computer Science or Business or Finance.</p> <p>OR</p> <p>A diploma, minimum 2 years, from a recognized college in a technical field, computers, networks, etc, or business or finance.</p> <p>OR</p> <p>Five (5) years in Risk Management.</p> <p>OR</p> <p>Licensed as a Professional Engineer by any regulating body in Canada.</p>	
<b>M2</b>	Three (3) years collective experience within the last five (5) with providing Risk Management services to IM/IT projects.	

**1.10 P.13 Independent IT Project Review Team Leader (Level 3)**

<b>Criteria</b>	<b>Mandatory Requirements</b>	<b>Statement of Compliance and Cross Reference to Proposal/Resume</b>
<b>M1</b>	Three (3) years of Project Management experience within the Government of Canada.	
<b>M2</b>	Five (5) years of Information Management (IM)/Information technology (IT) Project management experience.	
<b>M3</b>	Five (5) years collective experience in risk management practices and processes.	

**1.11 P.13 Independent IT Project Review Team Leader (Level 2)**

<b>Criteria</b>	<b>Mandatory Requirements</b>	<b>Statement of Compliance and Cross Reference to Proposal/Resume</b>
<b>M1</b>	One (1) year of Project Management experience within the Government of Canada.	
<b>M2</b>	Three (3) years of Information Management (IM)/Information technology (IT) Project management experience.	
<b>M3</b>	Three (3) years collective experience in risk management practices and processes.	

**1.12 P.14 Independent IT Project Reviewer (Level 3)**

Criteria	Mandatory Requirement	Statement of Compliance and Cross Reference to Proposal/Resume
<b>M1</b>	Three (3) years collective experience in IM/IT project management.	

**1.13 P.14 Independent IT Project Reviewer (Level 2)**

Criteria	Mandatory Requirement	Statement of Compliance and Cross Reference to Proposal/Resume
<b>M1</b>	One (1) year collective experience in IM/IT project management.	

**2 TBIPS Business Services Class**

**2.1 B.1 Business Analyst (Level 2)**

Criteria	Resource Mandatory Requirements	Statement of Compliance and Cross Reference to Proposal/Resume
<b>M1</b>	<p>A degree from a recognized university in any field.</p> <p>OR</p> <p>A diploma, minimum 2 years, from a recognized college in any field.</p> <p>OR</p> <p>Five (5) years of experience in Business Requirements gathering for the IT-enabled projects.</p>	

<b>M2</b>	<p>Three (3) years of collective experience within the last five (5) years performing all of the following activities:</p> <ul style="list-style-type: none"> <li>• managing requirements throughout the solution development cycle; and</li> <li>• performing traceability of requirements.</li> </ul>	
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**2.2 B.7 Business Transformation Architect (Level 3)**

Criteria	Resource Mandatory Requirements	Statement of Compliance and Cross Reference to Proposal/Resume
<b>M1</b>	<p>A degree from a recognized university in any field.</p> <p>OR</p> <p>A diploma (minimum 2 years) from a recognized college in any field.</p> <p>OR</p> <p>Ten (10) years of experience in Business Transformation Architecture.</p>	
<b>M2</b>	<p>Seven (7) years of collective experience within the last ten (10) years with conducting each of the following activities:</p> <ul style="list-style-type: none"> <li>• organizational realignment;</li> <li>• change impact analysis and change management; and</li> <li>• Process development and process mapping.</li> </ul>	

**2.3 B.7 Business Transformation Architect (Level 2)**

Criteria	Resource Mandatory Requirements	Statement of Compliance and Cross Reference to Proposal/Resume
<b>M1</b>	<p>A degree from a recognized university in any field.</p> <p>OR</p> <p>A diploma (minimum 2 years) from a recognized college in any field.</p> <p>OR</p> <p>Five (5) years of experience in Business Transformation Architecture.</p>	
<b>M2</b>	<p>Three (3) years of collective experience within the last five (5) years with conducting each of the following activities:</p> <ul style="list-style-type: none"> <li>• organizational realignment;</li> <li>• change impact analysis and change management; and</li> <li>• Process development and process mapping.</li> </ul>	

## ANNEX B2

### Basis of Payment – Project Management Support Services (PMSS)

(To be completed at Contract Award)

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

#### 1. PROFESSIONAL SERVICES

The Contractor will be paid the following firm all-inclusive per diem rates for work performed pursuant to this contract, in accordance with Annex “A2”, during the Contract period. Applicable taxes extra.

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED per YEAR		Estimated Number of days per Resource per year		Firm per diem Rate for each year	
		Contract Period Year 1	Contract Period Year 2	Contract Period Year 1	Contract Period Year 2	Contract Period Year 1	Contract Period Year 2
P.6. Project Administrator	2	1	1	180 days	180 days		

2. TRAVEL AND LIVING EXPENSES: Est.: \$ \_\_\_\_\_

Travel and living expenses must be in accordance with section 8.8 Payment, Subsection (a) iv. Pre-Authorized Travel and living expenses. Applicable taxes extra.

Est. \$ \_\_\_\_\_

**Canada's Total Contract Cost to a Limitation of Expenditure.: \$  
(Customs duties are included and Applicable Taxes are extra.)**

## OPTION PERIOD(S)

Subject to the exercise of the Contract option to extend the Contract period in accordance with Annex B2 of the Contract, the Contractor will be paid the following firm all-inclusive per diem rates during the Option Periods, to complete all work to be performed in relation to the Contract extension.

### OPTION PERIOD 1

#### 1. PROFESSIONAL SERVICES

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED	Estimated Number of days per Resource	Firm per diem Rate
B.7. Business Transformation Architect	3	1	210 days	
P.6. Project Administrator	2	1	120 days	
	3	1	60 days	
P.7 Project Coordinator	2		60 days	
	3	1	60 days	
P.9. Project Manager	2	1	60 days	
	3	1	120 days	
P.12 Risk Management Specialist	3	1	30 days	
P.14 Independent IT Project Reviewer	2	1	30 days	

#### 2. TRAVEL AND LIVING EXPENSES:

Est.: \$ \_\_\_\_\_

Travel and living expenses must be in accordance with section 8.8 Payment, Subsection (a) iv. Pre-Authorized Travel and living expenses. Applicable taxes extra.

## OPTION PERIOD 2

### 1. PROFESSIONAL SERVICES

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED	Estimated Number of days per Resource	Firm per diem Rate
B.1. Business Analyst	2	1	60 days	
	3	1	60 days	
B.7. Business Transformation Architect	2	1	120 days	
	3	1	120 days	
P.6. Project Administrator	2	1	120 days	
	3	1	60 days	
P.9. Project Manager	2	1	60 days	
	3	1	120 days	
P.10. Project Scheduler	2	1	60 days	
	3	1	60 days	
P.12 Risk Management Specialist	3	1	30 days	
P.13 Independent IT Project Review Team Leader	2	1	60 days	
	3	1	30 days	
P.14 Independent IT Project Reviewer	3	1	30 days	

### 2. TRAVEL AND LIVING EXPENSES:

Est.: \$ \_\_\_\_\_

Travel and living expenses must be in accordance with section 8.8 Payment, Subsection (a) iv. Pre-Authorized Travel and living expenses. Applicable taxes extra.

### OPTION PERIOD 3

#### 1. PROFESSIONAL SERVICES

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED	Estimated Number of days per Resource	Firm per diem Rate
B.1. Business Analyst	2	1	60 days	
	3	1	60 days	
B.7. Business Transformation Architect	2	1	100 days	
	3	1	100 days	
P.6. Project Administrator	2	1	60 days	
	3	1	60 days	
P.9. Project Manager	2	1	63 days	
	3	1	120 days	
P.10. Project Scheduler	2	1	48 days	
	3	1	60 days	
P.12 Risk Management Specialist	2	1	30 days	
P.13 Independent IT Project Review Team Leader	2	1	60 days	
	3	1	30 days	
P.14 Independent IT Project Reviewer	3	1	30 days	

#### 2. TRAVEL AND LIVING EXPENSES:

Est.: \$ \_\_\_\_\_

Travel and living expenses must be in accordance with section 8.8 Payment, Subsection (a) iv. Pre-Authorized Travel and living expenses. Applicable taxes extra.

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W8482-145909/B  
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W8482-145909

Amd. No. - N° de la modif.  
File No. - N° du dossier  
003sIW8474-15TN01

Buyer ID - Id de l'acheteur  
003sI  
CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX C**

### **SECURITY REQUIREMENTS CHECKLIST (SRCL)**

The Security Requirements Checklist (SRCL) appended to the bid solicitation package is to be inserted at this point and forms part of this document.



Solicitation No. - N° de l'invitation  
W8482-145909/B  
Client Ref. No. - N° de réf. du client  
W8482-145909

Amd. No. - N° de la modif.  
File No. - N° du dossier  
003sIW8474-15TN01

Buyer ID - Id de l'acheteur  
003sI  
CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX E**

### **DND 626 TASK AUTHORIZATION FORM**

The DND 626 Task Authorization Form appended to the bid solicitation package is to be inserted at this point and forms part of this document.

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## ANNEX F

### CERTIFICATIONS AT THE TA STAGE

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

#### 1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

#### 2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

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

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

#### 3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

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File No. - N° du dossier  
003sIW8474-15TN01

Buyer ID - Id de l'acheteur  
003sI  
CCC No./N° CCC - FMS No/ N° VME

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4. CERTIFICATION OF LANGUAGE - English

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

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Print name of authorized individual & sign above

---

Date

## ATTACHMENT 1 – BID SUBMISSION FORM

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? 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>		

Solicitation No. - N° de l'invitation  
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Buyer ID - Id de l'acheteur  
003sI  
CCC No./N° CCC - FMS No/ N° VME

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## **ATTACHMENT 2- TECHNICAL BID - BIDDER'S RESPONSE TEMPLATES**

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## Attachment 2.1

### Technical Evaluation Criteria - Engineering Support Services (ESS)

1. These Evaluation Criteria are ESS Corporate and Resource Evaluation Criteria, Mandatory and Rated.
2. For evaluation purposes, the definition of a "Project" is as follows: An endeavour of a minimum of one (1) year in length undertaken to create a unique product, service or result.
3. For evaluation purposes, the definition of "Billable Days" is as follows: Days worked and billed to clients, calculated at 7.5 hours per day.
4. For evaluation purpose, the definition of "collective" is as follows: forming a whole; combined.

Example: Five (5) collective years in the last ten (10) years of experience in writing Project Technical Documentation.

Canada, in the example above wants five (5) of ten (10) years of experience. Canada will accept:

- experience in the first five (5) years and then no experience in the last five (5),
  - no experience in the first five (5) years but experience in the last five (5) years, or
  - five (5) years dispersed amongst the last ten (10) years period.
5. All financial thresholds stated in this Evaluation Criteria are in Canadian funds and are inclusive of all applicable taxes.
  6. When experience is required within a stipulated time period, the experience is to be calculated up to the original bid closing date of this solicitation.
  7. Definitions:
    - a. Satellite Payload: Payload is the scientific instrument, experiment or other equipment hosted by the satellite platform.
    - b. Satellite Ground Station: A ground station is a terrestrial radio station designed for telecommunication with spacecraft, or reception of radio waves from an astronomical radio source.
    - c. Logistic Support Analysis (LSA): Is a structured approach to increasing efficiency of maintenance and reducing the cost of providing support by preplanning all aspects of Integrated Logistics Support. A successful LSA will define those support requirements that are ideal for the system design.
    - d. Integrated Logistics Support (ILS): Is an integrated and iterative process for developing material and a support strategy that optimizes functional support, leverages existing resources, and guides the system engineering process to quantify and lower life cycle cost (LCC) and decreases the logistics footprint (demand for logistics), making the system easier to support. ILS therefore, addresses the aspects of supportability not only during acquisition, but also throughout the operational life cycle of the system.
    - e. In-Service Support (ISS): Is the planning, development, and delivery of the project Integrated Logistic Support System (ILSS) including training for the resource monitoring

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and control system, and the development of the contractor support services for the lifecycle of the delivered equipment; as well as the ISS sustainment of the project, which includes all elements of system life-cycle support for the project, under full operational burden. The ISS effort will include the support to: logistics, engineering, maintenance, material, publications, maintenance training, test equipment and electronic information environment.

**ESS CORPORATE AND RESOURCE EVALUATION CRITERIA (MANDATORY AND RATED)**

**A- ESS Corporate and Resource Mandatory Criteria**

Criteria	Mandatory Criteria	Bidder's Response and Cross Reference to Proposal										
<b>MCR1</b>	<p>The Bidder must have demonstrated experience, quantified in billable days, in the last five (5) years supplying all of the following Resource Categories on one or more contracts to a maximum of five contracts. The Bidder must provide attestation, using the form in Annex 2, at bid closing from references to validate billable days:</p> <table border="1" data-bbox="305 785 1003 1268"> <thead> <tr> <th data-bbox="305 785 760 911">Resource Category (Level 3)</th> <th data-bbox="760 785 1003 911">Minimum Billable Days</th> </tr> </thead> <tbody> <tr> <td data-bbox="305 911 760 1010">T.2 Satellite Communication Specialist</td> <td data-bbox="760 911 1003 1010">1440</td> </tr> <tr> <td data-bbox="305 1010 760 1073">T.8 Radio Frequency (RF) Engineer</td> <td data-bbox="760 1010 1003 1073">240</td> </tr> <tr> <td data-bbox="305 1073 760 1205">C.3 IT Security Threat and Risk Assessment (TRA) and Certification and Accreditation (C&amp;A) Analyst</td> <td data-bbox="760 1073 1003 1205">240</td> </tr> <tr> <td data-bbox="305 1205 760 1268">A.8 System Analyst</td> <td data-bbox="760 1205 1003 1268">240</td> </tr> </tbody> </table> <p>In order to demonstrate this, the Bidder is requested to complete the form provided in Annex 2.</p> <p>References may be contacted during the evaluation of the proposals to verify the information submitted by the Bidder.</p>	Resource Category (Level 3)	Minimum Billable Days	T.2 Satellite Communication Specialist	1440	T.8 Radio Frequency (RF) Engineer	240	C.3 IT Security Threat and Risk Assessment (TRA) and Certification and Accreditation (C&A) Analyst	240	A.8 System Analyst	240	
Resource Category (Level 3)	Minimum Billable Days											
T.2 Satellite Communication Specialist	1440											
T.8 Radio Frequency (RF) Engineer	240											
C.3 IT Security Threat and Risk Assessment (TRA) and Certification and Accreditation (C&A) Analyst	240											
A.8 System Analyst	240											

**Resource Mandatory Criteria – T.2 Satellite Communication Specialist / Satellite Payload Engineer (Level 3)**

Criteria	Mandatory Requirement	Bidder's Response and Cross Reference to Proposal/Resume
<b>MS1</b>	<p>The Bidder must demonstrate that the proposed resource has an Engineering degree from a Canadian university</p> <p>OR</p> <p>a non-Canadian engineering degree that must be accredited by one of the following institutions:</p> <ul style="list-style-type: none"> <li>• Canadian Information Centre for International Credentials (CICIC);</li> <li>• World Education Services (WES); or</li> <li>• University of Toronto Comparative Education Services.</li> </ul> <p>OR</p> <p>Licensed as a Professional Engineer by any regulating body in Canada.</p> <p>The Bidder must demonstrate this by providing a copy of diploma or equivalency or letter from the applicable Canadian University or institutions.</p>	
<b>MS2</b>	<p>The Bidder must demonstrate that the proposed resource has five (5) collective years in the last ten (10) years of experience in writing Project Technical Documentation (e.g. Statement of Work, Statement of Requirements, technical specifications) for Information Management / Information Technology (IM/IT) projects valued \$1M or more.</p> <p>To demonstrate the experience, the Bidder must provide the following information: dates worked on the project(s) doing the work described above, a description of the specific work, project name and value.</p>	
<b>MS3</b>	<p>The Bidder must demonstrate that the proposed resource has five (5) collective years of experience in the last ten (10) years performing engineering design, test or analysis of satellite payload equipment.</p>	

**Resource Mandatory Criteria – T.2 Satellite Communication Specialist / Ground Station Engineer (Level 3)**

Criteria	Mandatory Requirement	Bidder's Response and Cross Reference to Proposal/Resume
<b>MG1</b>	<p>The Bidder must demonstrate that the proposed resource has an Engineering degree from a Canadian university.</p> <p>OR</p> <p>a non-Canadian engineering degree that must be accredited by one of the following institutions:</p> <ul style="list-style-type: none"> <li>• Canadian Information Centre for International Credentials (CICIC);</li> <li>• World Education Services (WES); or</li> <li>• University of Toronto Comparative Education Services.</li> </ul> <p>OR</p> <p>Licensed as a Professional Engineer by any regulating body in Canada.</p> <p>The Bidder must demonstrate this by providing a copy of diploma or equivalency or letter from the applicable Canadian University or institutions.</p>	
<b>MG2</b>	<p>The Bidder must demonstrate that the proposed resource has five (5) collective years in the last ten (10) years of experience in writing Project Technical Documentation (e.g. Statement of Work, Statement of Requirements, technical specifications) for IM/IT projects valued \$1M or more.</p> <p>To demonstrate the experience, the Bidder must provide the following information: dates worked on the project(s) doing the work described above, a description of the specific work, project name and value.</p>	
<b>MG3</b>	<p>The Bidder must demonstrate that the proposed resource has five (5) collective years of experience in the last ten (10) years performing engineering design, test or analysis for Satellite Ground Station design and development.</p>	

**Resource Mandatory Criteria – T.2 Satellite Communication Specialist / Integrated Logistics Support (ILS) Engineer (Level 3)**

Criteria	Mandatory Requirement	Bidder's Response: Statement of Compliance and Cross Reference to Proposal/Resume
<b>MI1</b>	<p>The Bidder must demonstrate that the proposed resource has an Engineering degree from a Canadian university</p> <p>OR</p> <p>a non-Canadian engineering degree that must be accredited by one of the following institutions:</p> <ul style="list-style-type: none"> <li>• Canadian Information Centre for International Credentials (CICIC);</li> <li>• World Education Services (WES); or</li> <li>• University of Toronto Comparative Education Services.</li> </ul> <p>OR</p> <p>Licensed as a Professional Engineer by any regulating body in Canada.</p> <p>The Bidder must demonstrate this by providing a copy of diploma or equivalency or letter from the applicable Canadian University or institutions.</p>	
<b>MI2</b>	<p>The Bidder must demonstrate that the proposed resource has five (5) collective years in the last ten (10) years of experience in writing Project Technical Documentation (e.g. Statement of Work, Statement of Requirements, technical specifications) for IM/IT projects valued \$1M or more.</p> <p>To demonstrate the experience, the Bidder must provide the following information: dates worked on the project(s) doing the work described above, a description of the specific work, project name and value.</p>	
<b>MI3</b>	<p>The Bidder must demonstrate that the proposed resource has five (5) collective years of experience within the last ten (10) years performing Logistic Support</p>	

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003sl  
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	Analysis (LSA) or Maintenance Planning/Management for Satellite Systems.	
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**B- Corporate and Resource Point-Rated Evaluation Criteria**

Any bid which meets all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Criteria	Corporate Point-Rated Criteria	Evaluation Factors	Maximum Weight	Bidder's Response: Justification (Cross reference to resource resume as applicable)
<b>R1</b>	<p>The Bidder should demonstrate its experience as either the prime contractor or a joint venture member working on a contract for the provision of professional services for a <b>classified</b> (Secret or higher) project within the last ten (10) years</p> <p>For each contract submitted, the Bidder is requested to provide the following information:</p> <ul style="list-style-type: none"> <li>• Project title;</li> <li>• Short project description;</li> <li>• Contract value;</li> <li>• Legal entities participating including subcontractors;</li> <li>• Contract status.</li> </ul>	<b>Five (5) points</b> for each contract.	10 points	
<b>R2</b>	<p>Experience measured in billable days as per MCR1 for the following Resource Category:</p> <ul style="list-style-type: none"> <li>• T.2 Satellite Communication Specialist</li> </ul> <p>The Bidder should demonstrate its billable days experience within the last ten (10) years, from the date of bid closing.</p>	<p><b>Four (4) points</b> for 1441 to 1680 billable days</p> <p><b>Eight (8) points</b> for 1681 to 1920 billable days</p> <p><b>Twelve (12) points</b> for 1921 to 2160 billable days</p> <p><b>Sixteen (16) points</b> for</p>	16 points	The Bidder is requested to use forms provided in Annex 2.1 and Annex 2.

		>2160 billable days		
<b>R3</b>	<p>Experience measured in billable days as per MCR1 for the following Resource Category:</p> <ul style="list-style-type: none"> <li>T.8 Radio Frequency (RF) Engineer</li> </ul> <p>The Bidder should demonstrate its billable days experience within the last ten (10) years, from the date of bid closing.</p>	<p><b>One (1) point</b> for 241 to 480 billable days</p> <p><b>Three (3) points</b> for 481 to 720 billable days</p> <p><b>Five (5) points</b> for &gt;720 billable days</p>	5 points	Use forms provided in Annex 2.1 and Annex 2.
<b>R4</b>	<p>Experience measured in billable days as per MCR1 for the following Resource Category:</p> <ul style="list-style-type: none"> <li>C.3 IT Security TRA and C&amp;A Analyst</li> </ul> <p>The Bidder should demonstrate its billable days experience within the last ten (10) years, from the date of bid closing.</p>	<p><b>One (1) point</b> for 241 to 480 billable days</p> <p><b>Three (3) points</b> for 481 to 720 billable days</p> <p><b>Five (5) points</b> for &gt; 720 billable days</p>	5 points	Use forms provided in Annex 2.1 and Annex 2.
<b>R5</b>	<p>Experience measured in billable days as per MCR1 for the following Resource Category:</p> <ul style="list-style-type: none"> <li>A.8 System Analyst</li> </ul> <p>The Bidder should demonstrate its billable days experience within the last ten (10) years, from the date of bid closing.</p>	<p><b>One (1) point</b> for 241 to 480 billable days</p> <p><b>Three (3) points</b> for 481 to 720 billable days</p> <p><b>Five (5) points</b> for &gt;720 billable days</p>	5 points	Use forms provided in Annex 2.1 and Annex 2.
	<b>Subtotal</b>		<b>41</b>	

**Resource Point Rated Criteria – T.2 Satellite Communication Specialist / Satellite Payload Engineer (Level 3)**

Criteria	Resource Point-Rated Criteria	Evaluation Factors	Maximum Weight	Bidder's Response: Justification (Cross-reference to resource resume as applicable)
R1	Bidder should specify the type of Engineering Degree provided in MS1. (Max points for <b>one</b> type of degree specialization)	<p><b>Four (4) points</b> for Aerospace/Aeronautics/Space Engineering, or Communications Engineering Degree</p> <p><b>Three (3) points</b> for Electronic/Electrical Engineering, or Computer Engineering, or Computer Systems Engineering, or Mechanical Engineering, or Engineering Physics Degree</p>	4 points	
R2	Specific experience of MS3 in the last ten (10) years should include writing or co-writing Test Plans or procedures related to Satellite Payload hardware.	<b>Five (5) points</b> for each collective six (6) month period Test Plan or procedure written or co-written	10 points	
R3	Specific experience of MS3 in the last ten (10) years should include writing or co-writing analysis reports such as Electromagnetic Compatibility (EMC), Radio	<b>Five (5) points</b> for each collective six (6) month period Report	10 points	

	Frequency (RF), or Passive Intermodulation (PIM) for Satellite Payload Hardware.	written or co-written.		
	<b>Subtotal</b>		<b>24</b>	

**Resource Point Rated Criteria – T.2 Satellite Communication Specialist / Ground Station Engineer (Level 3)**

Criteria	Resource Point-Rated Criteria	Evaluation Factors	Maximum Weight	Bidder's Response: Justification (Cross-reference to resource resume as applicable)
R1	Bidder should specify the type of Engineering Degree provided in MG1. (Max points for <b>one</b> type of degree specialization)	<p><b>Four (4) points</b> for Aerospace/Aeronautics/Space Engineering, or Communications Engineering Degree</p> <p><b>Three (3) points</b> for Electronic/Electrical Engineering, or Computer Engineering, or Computer Systems Engineering, or Mechanical Engineering, or Engineering</p>	4 points	

		Physics Degree		
<b>R2</b>	Specific experience of MG3 in the last ten (10) years should include writing or co-writing Test Plans or procedures related to Satellite Ground Station hardware.	<b>Five (5) points</b> for each collective six (6) month period Test Plan or procedure written or co-written	10 points	
	<b>Subtotal</b>		<b>14</b>	

**Resource Point Rated Criteria – T.2 Satellite Communication Specialist / Integrated Logistics Support (ILS) Engineer (Level 3)**

<b>Criteria</b>	<b>Resource Point-Rated Criteria</b>	<b>Evaluation Factors</b>	<b>Maximum Weight</b>	<b>Bidder's Response: Justification (Cross-reference to resource resume as applicable)</b>
<b>R1</b>	Bidder should specify the type of Engineering Degree provided in MI1. (Max points for <b>one</b> type of degree specialization)	<b>Four (4) points</b> for Aerospace/Aeronautics/Space Engineering, or Communications Engineering Degree  <b>Three (3) points</b> for Electronic/Electrical Engineering, or Computer Engineering, or Computer Systems Engineering,	4 points	

		or Mechanical Engineering, or Engineering Physics Degree		
<b>R2</b>	Specific experience of MI3 in the last ten (10) years in writing or co-writing  ISS Plans or procedures related to Space Systems.	<b>Five (5) points</b> for each collective six (6) month period ISS Plan or procedure written or co-written.	10 points	
	<b>Subtotal</b>		<b>14</b>	

<b>Total Points Summary Score:</b>	_____/93
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**Annex 2 - Bidder's Template for Contract Reference**

<b>CONTRACT REFERENCE</b>		
<i>Contract Number:</i>		<i>Bidder Name:</i>
<b>CONTRACT CUSTOMER CONTACT INFORMATION</b>		
<i>Name of Organization:</i>		<i>Contact Name:</i>
<i>E-mail address:</i>		<i>Contact Title:</i>
<i>Telephone number:</i>		
<b>CONTRACT DETAIL</b>		
<i>Contract Start Date (dd/mm/yy):</i>		<i>Contract End Date (dd/mm/yy):</i>
<i>Contract Title and description:</i>		
<b>RESOURCE CATEGORY SUBSTANTIATION</b>		
<i>Resource Category Name (as it appears in the Referenced Contract)</i>	<i>Resource Category Name and Level as per TBIPS</i>	<i>Total Billable Days worked in the Resource Category</i>

**Annex 2.1 – Bidder’s Template for Billable Days - ESS**

Category of Personnel	Number of Billable Days							
	Contract Number: _____	Total Billable days	Minimum Billable Days as identified in MCR1	Total Score				
T.2 Satellite Communication Specialist							1440	
T.8 Radio Frequency (RF) Engineer							240	
C.3 IT Security TRA and C&A Analyst							240	
A.8 System Analyst							240	

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## Attachment 2.2

### Bidder's Response Template – Technical Evaluation Criteria

#### Project Management Support Services (PMSS)

1. These Evaluation Criteria are PMSS Corporate and Resource Evaluation Criteria, Mandatory and Rated.
2. For evaluation purposes, the definition of a "Project" is as follows: An endeavour of a minimum of one (1) year in length undertaken to create a unique product, service or result.
3. For evaluation purposes, the definition of "Billable Days" is as follows: Days worked and billed to clients, calculated at 7.5 hours per day.
4. For evaluation purpose, the definition of "collective" is as follows: forming a whole; combined.  
  
Example: Five (5) collective years in the last ten (10) years of experience in writing Project Technical Documentation.  
  
Canada, in the example above wants five (5) of ten (10) years of experience. Canada will accept:
  - experience in the first five (5) years and then no experience in the last five (5),
  - no experience in the first five (5) years but experience in the last five (5) years, or
  - five (5) years dispersed amongst the last ten (10) years period.
5. All financial thresholds stated in this Evaluation Criteria are in Canadian funds and are inclusive of all applicable taxes.
6. When experience is required within a stipulated time period, the Bidder is to calculate to the original bid closing date of this solicitation.
7. Definition:
  - a. Information Technology (IT)-enabled project: The Treasury Board Secretariat definition is a project that has an IT component that is critical to achieving the intended business outcomes.

**PMSS CORPORATE AND RESOURCE EVALUATION CRITERIA MANDATORY AND RATED**

**A- PMSS Corporate and Resource Mandatory Criteria**

Criteria	Mandatory Criteria	Bidder's Response: Statement of Compliance and Cross Reference to Proposal												
<b>MRC1</b>	<p>The Bidder must have demonstrated experience, quantified in billable day, in the last five (5) years supplying <b>all</b> of the following Resource Categories on one or more contracts to a maximum of five contracts. The Bidder must provide attestation, using the form in Annex 2, at bid closing from references to validate billable days:</p> <table border="1" data-bbox="347 856 1040 1402"> <thead> <tr> <th data-bbox="347 856 802 982">Resource Category (Level 2 or 3)</th> <th data-bbox="802 856 1040 982">Minimum Billable Days</th> </tr> </thead> <tbody> <tr> <td data-bbox="347 982 802 1045">P.6 Project Administrator</td> <td data-bbox="802 982 1040 1045">480</td> </tr> <tr> <td data-bbox="347 1045 802 1140">P.9 Project Manager / Senior Project Officer</td> <td data-bbox="802 1045 1040 1140">240</td> </tr> <tr> <td data-bbox="347 1140 802 1203">B.1 Business Analyst</td> <td data-bbox="802 1140 1040 1203">240</td> </tr> <tr> <td data-bbox="347 1203 802 1304">B.7 Business Transformation Architect</td> <td data-bbox="802 1203 1040 1304">240</td> </tr> <tr> <td data-bbox="347 1304 802 1402">P.13 Independent IT Project Review Team Leader</td> <td data-bbox="802 1304 1040 1402">120</td> </tr> </tbody> </table> <p>In order to demonstrate this, the Bidder is requested to complete the form provided in Annex 2.</p> <p>References may be contacted during the evaluation of the proposals to verify the information submitted by the Bidder.</p>	Resource Category (Level 2 or 3)	Minimum Billable Days	P.6 Project Administrator	480	P.9 Project Manager / Senior Project Officer	240	B.1 Business Analyst	240	B.7 Business Transformation Architect	240	P.13 Independent IT Project Review Team Leader	120	
Resource Category (Level 2 or 3)	Minimum Billable Days													
P.6 Project Administrator	480													
P.9 Project Manager / Senior Project Officer	240													
B.1 Business Analyst	240													
B.7 Business Transformation Architect	240													
P.13 Independent IT Project Review Team Leader	120													

**Resource Mandatory Criteria – P.9 Project Manager / Senior Project Officer (Level 3)**

<b>Criteria</b>	<b>Resource Mandatory Requirements</b>	<b>Bidder's Response: Statement of Compliance and Cross Reference to Proposal/Resume</b>
<b>MP1</b>	<p>The Bidder must demonstrate that the proposed resource has a degree from a recognized university in Engineering, Applied Science, Business Administration, Information Management Systems, Mathematics, or Computer Science.</p> <p>OR</p> <p>A diploma, minimum 2 years, from a recognized college in a technical field, computers, networks, etc, or in business administration with recognized project management certification.</p> <p>OR</p> <p>Ten (10) years of project management experience for IT-enabled projects.</p> <p>OR</p> <p>Licensed as a Professional Engineer by any regulating body in Canada.</p> <p>The Bidder must demonstrate this by providing a copy of diploma or equivalency or letter from the applicable Canadian University or institutions.</p>	
<b>MP2</b>	<p>The Bidder must demonstrate that the proposed resource has seven (7) years collective experience in the last ten (10) years working in Project Management for IT-enabled projects.</p>	
<b>MP3</b>	<p>The Bidder must demonstrate that the proposed resource has five (5) years collective experience within the last ten (10) using Microsoft Project.</p>	

**Resource Mandatory Criteria – B.1 Business Analyst (Level 3)**

Criteria	Resource Mandatory Requirement	Bidder's Response: Statement of Compliance and Cross Reference to Proposal/Resume
<b>MB1</b>	<p>The Bidder must demonstrate that the proposed resource has a degree from a recognized university in any field.</p> <p>OR</p> <p>A diploma, minimum 2 years, from a recognized college in any field.</p> <p>OR</p> <p>Ten (10) years of experience in Business Requirements gathering for IT-enabled projects.</p> <p>The Bidder must demonstrate this by providing a copy of diploma or equivalency or letter from the applicable Canadian University or institutions.</p>	
<b>MB2</b>	<p>The Bidder must demonstrate that the proposed resource has seven (7) years of collective experience within the last ten (10) years performing all of the following activities:</p> <ul style="list-style-type: none"> <li>• managing requirements throughout the solution development cycle; and</li> <li>• performing traceability of requirements.</li> </ul>	

**B- Corporate and Resource Point-Rated Evaluation Criteria**

Any bid which meets all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. Proposals that do not meet the minimum pass mark of **23 points** will be found non-compliant.

Criteria	Corporate Point-Rated Criteria	Evaluation Factors	Maximum Weight	Bidder's Response: Justification (Cross reference to resource resume as applicable)
<b>R1</b>	<p>The Bidder should demonstrate its experience as either the prime contractor or a joint venture member working on a contract for the provision of professional services for a <b>classified</b>, Secret or higher, project within the last ten (10) years</p> <p>For each contract submitted, the Bidder is requested to provide the following information:</p> <ul style="list-style-type: none"> <li>• Project title;</li> <li>• Short project description;</li> <li>• Contract value;</li> <li>• Legal entities participating including subcontractors;</li> <li>• Contract status.</li> </ul>	<b>Five (5) points</b> for each contract.	10 points	
<b>R2</b>	<p>Experience measured in billable days as per MRC1 for the following Resource Category:</p> <ul style="list-style-type: none"> <li>• P.9 Project Manager / Senior Project Officer</li> </ul> <p>The Bidder should demonstrate its billable days experience within the last five (5) years, from the date of bid closing.</p>	<p><b>Two (2) points</b> for 241 to 480 billable days</p> <p><b>Four (4) points</b> for 481 to 720 billable days</p> <p><b>Six (6) points</b> for &gt; 720 billable days</p>	6 points	The Bidder is requested to use forms provided in Annex 2.2 and Annex 2.

<b>R3</b>	<p>Experience measured in billable days as per MRC1 for the following Resource Category:</p> <ul style="list-style-type: none"> <li>• B.1 Business Analyst</li> </ul> <p>The Bidder should demonstrate its billable days experience within the last five (5) years, from the date of bid closing.</p>	<p><b>Two (2) points</b> for 241 to 480 billable days</p> <p><b>Four (4) points</b> for 481 to 720 billable days</p> <p><b>Six (6) points</b> for &gt; 720 billable days</p>	6 points	The Bidder is requested to use forms provided in Annex 2.2 and Annex 2.
<b>Subtotal</b>			<b>22</b>	

**Resource Point Rated Criteria – P.9 Project Manager / Senior Project Officer (Level 3)**

Criteria	Resource Point-Rated Requirements	Evaluation Factors	Maximum Weight	Bidder's Response: Justification (Cross-reference to resource resume as applicable)
<b>R1</b>	Experience within the last ten (10) years preparing documentation (e.g. SOW, Work Breakdown Structure (WBS)) while ensuring compliance with the client's Project Management methodology	<b>1 Point</b> per year of experience.	5 points	
<b>R2</b>	Experience within the last ten (10) years with providing Risk Management services to IM/IT projects.	<b>1 Point</b> per year of experience.	5 points	
<b>R3</b>	Experience within the last ten (10) years with providing	<b>1 Point</b> per year of experience.	5 points	

	financial and cost estimation reports			
<b>R4</b>	Certification in: Project Management Professional (PMP) OR PRojects IN Controlled Environments (PRINCE2) OR Department of National Defense (DND) Project Management Competency Development (PMCD)	<b>6 Points</b> for any one certification	6 points	
	<b>Subtotal</b>		<b>21</b>	

**Resource Point Rated Criteria – B.1 Business Analyst (Level 3)**

<b>Criteria</b>	<b>Resource Point-Rated Requirements</b>	<b>Evaluation Factors</b>	<b>Maximum Weight</b>	<b>Bidder's Response: Justification (Cross-reference to resource resume as applicable)</b>
<b>R1</b>	Certification in Business Analysis using the Business Analysis Body of Knowledge (BABOK) standard.	3 points	3 points	
	<b>Subtotal</b>		<b>3</b>	

<b>Total Points Summary Score:</b>	_____/46
------------------------------------	----------

**Annex 2 - Bidder's Template for Contract Reference**

<b>CONTRACT REFERENCE</b>		
<i>Contract Number:</i>		<i>Bidder Name:</i>
<b>CONTRACT CUSTOMER CONTACT INFORMATION</b>		
<i>Name of Organization:</i>		<i>Contact Name:</i>
<i>E-mail address:</i>		<i>Contact Title:</i>
<i>Telephone number:</i>		
<b>CONTRACT DETAIL</b>		
<i>Contract Start Date (dd/mm/yy):</i>		<i>Contract End Date (dd/mm/yy):</i>
<i>Contract Title and description:</i>		
<b>RESOURCE CATEGORY SUBSTANTIATION</b>		
<i>Resource Category Name (as it appears in the Referenced Contract)</i>	<i>Resource Category Name and Level as per TBIPS</i>	<i>Total Billable Days worked in the Resource Category</i>

**Annex 2.2 – Bidder’s Template for Billable Days - PMSS**

Category of Personnel	Number of Billable Days							
	Contract Number: _____	Total Billable days	Minimum Billable Days as identified in MRC1	Total Score				
P.6 Project Administrator							480	
P.9 Project Manager / Senior Project Officer							240	
B.1 Business Analyst							240	
B.7 Business Transformation Architect							240	
P.13 Independent IT Project Review Team Leader							120	

Solicitation No. - N° de l'invitation  
W8482-145909/B  
Client Ref. No. - N° de réf. du client  
W8482-145909

Amd. No. - N° de la modif.  
File No. - N° du dossier  
003slW8474-15TN01

Buyer ID - Id de l'acheteur  
003sl  
CCC No./N° CCC - FMS No/ N° VME

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## **ATTACHMENT 3 – FINANCIAL BID - BIDDER'S RESPONSE TEMPLATES**

### Attachment 3.1

#### Firm all inclusive per diem rates - Engineering Support Services (ESS)

The Bidder must complete the following table identifying costing information for the Initial Contract period and Option Periods.

The Bidder must indicate a firm all inclusive Per Diem rate (7.5h per day). The per diem rate proposed must be in accordance with the Bidders TBIPS SA rates for the specified resource category.

#### INITIAL CONTRACT PERIOD

RESOURCE CATEGORY	Level of Expertise	Estimated number of Resources per Year		Firm per diem Rate for each Year	
		Contract period Year 1	Contract period Year 2	Contract period Year 1	Contract period Year 2
A.8 System Analyst	3	1			
C.3 IT Security TRA and C&A Analyst	3	1			
T.2 Satellite Communications Specialist / Ground Station Engineer	3	2			
T.2 Satellite Communications Specialist / Integrated Logistics Support (ILS) Engineer	3	1			
T.2 Satellite Communications Specialist / Satellite Payload Engineer	3	1	1		
T.8. Radio Frequency (RF) Engineer	3	1	1		

#### OPTION PERIOD 1

RESOURCE CATEGORY	Level of Expertise	Estimated number of Resources	Firm per diem Rate
A.11. Tester	3	1	
C.3 IT Security TRA and C&A Analyst	3	1	
T.2 Satellite Communications Specialist / Ground Station Engineer	3	1	
T.2 Satellite Communications Specialist / Integrated Logistics Support (ILS) Engineer	3	1	
T.2 Satellite Communications Specialist / Satellite Payload Engineer	3	5	
T.2. Satellite Communication Specialist / Senior Systems Advisor	3	2	
T.8. Radio Frequency (RF) Engineer	3	1	

## OPTION PERIOD 2

RESOURCE CATEGORY	Level of Expertise	Estimated number of Resources	Firm per diem Rate
A.11. Tester	3	1	
T.2 Satellite Communications Specialist / Ground Station Engineer	3	2	
T.2 Satellite Communications Specialist / Integrated Logistics Support (ILS) Engineer	3	1	
T.2 Satellite Communications Specialist / Satellite Payload Engineer	3	5	
T.2. Satellite Communication Specialist / Senior Systems Advisor	3	2	
T.8. Radio Frequency (RF) Engineer	3	1	

## OPTION PERIOD 3

RESOURCE CATEGORY	Level of Expertise	Estimated number of Resources	Firm per diem Rate
A.11. Tester	3	1	
C.3 IT Security TRA and C&A Analyst	3	1	
T.2 Satellite Communications Specialist / Ground Station Engineer	3	2	
T.2 Satellite Communications Specialist / Integrated Logistics Support (ILS) Engineer	3	1	
T.2 Satellite Communications Specialist / Satellite Payload Engineer	3	5	
T.2. Satellite Communication Specialist / Senior Systems Advisor	3	2	
T.8. Radio Frequency (RF) Engineer	3	1	

## Attachment 3.2

### Firm all inclusive per diem rates - Project Management Support Services (PMSS)

The Bidder must complete the following table identifying costing information for the Initial Contract period and Option Periods.

The Bidder must indicate a firm all inclusive Per Diem rate (7.5h per day). The per diem rate proposed must be in accordance with the Bidders TBIPS SA rates for the specified resource category.

#### INITIAL CONTRACT PERIOD

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED per YEAR		Firm per diem Rate for each year	
		Contract period Year 1	Contract period Year 2	Contract period Year 1	Contract period Year 2
P.6. Project Administrator	2	1	1		

#### OPTION PERIOD 1

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED	Firm per diem Rate
B.7. Business Transformation Architect	3	1	
P.6. Project Administrator	2	1	
	3	1	
P.7 Project Coordinator	2		
	3	1	
P.9. Project Manager	2	1	
	3	1	
P.12 Risk Management Specialist	3	1	
P.14 Independent IT Project Reviewer	2	1	

## OPTION PERIOD 2

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED	Firm per diem Rate
B.1. Business Analyst	2	1	
	3	1	
B.7. Business Transformation Architect	2	1	
	3	1	
P.6. Project Administrator	2	1	
	3	1	
P.9. Project Manager	2	1	
	3	1	
P.10. Project Scheduler	2	1	
	3	1	
P.12 Risk Management Specialist	3	1	
P.13 Independent IT Project Review Team Leader	2	1	
	3	1	
P.14 Independent IT Project Reviewer	3	1	

## OPTION PERIOD 3

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED per YEAR	Firm per diem Rate
B.1. Business Analyst	2	1	
	3	1	
B.7. Business Transformation Architect	2	1	
	3	1	
P.6. Project Administrator	2	1	
	3	1	
P.9. Project Manager	2	1	
	3	1	
P.10. Project Scheduler	2	1	
	3	1	
P.12 Risk Management Specialist	2	1	
P.13 Independent IT Project Review Team Leader	2	1	
	3	1	
P.14 Independent IT Project Reviewer	3	1	

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## ATTACHMENT 4

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

RECEIVED

AVR 08 2015



Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat

W8474-15-TN01

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	DND	2. Branch or Directorate / Direction générale ou Direction	DGIMPD
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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  
This is a contract for engineering and project management support services required by DPDCS projects to assist in satisfying military satellite capabilities within DND.

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?  
 No / Non  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?  
 No / Non  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)  
 No / Non  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.  
 No / Non  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?  
 No / Non  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 checked="" type="checkbox"/>
--	--------------------------------------	--

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> Not releasable / À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à: <input checked="" type="checkbox"/> Specify country(ies): / Préciser le(s) pays: <small>Canada, Belgium, Denmark, Luxembourg, Netherlands, New Zealand, and United States of America.</small>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> Restricted to: / Limité à: <input checked="" type="checkbox"/> Specify country(ies): / Préciser le(s) pays: <small>Canada, Belgium, Denmark, Luxembourg, Netherlands, New Zealand, and United States of America.</small>
---	--	--

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/> PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/> SECRET / SECRET <input checked="" type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET / NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/> SECRET / SECRET <input checked="" type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
Unclassified





Contract Number / Numéro du contrat W8474-15-TN01
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?  
If Yes, indicate the level of sensitivity; Dans l'affirmative, indiquer le niveau de sensibilité:  No / Non  Yes / Oui

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 / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

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

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?  
If Yes, will unscreened personnel be escorted? *Unscreened pers. may only access public/reception zones*  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui  
 No / Non  Yes / 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 / Non  Yes / 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 / Non  Yes / 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 / Non  Yes / 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 / Non  Yes / 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 / Non  Yes / Oui



Contract Number / Numéro du contrat W8474-15-TN01
Security Classification / Classification de sécurité Unclassified

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>W8474-15-TN01</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) <b>KERIM KHAN</b>	Title - Titre <b>Project Control Manager</b>	Signature 	
Telephone No. - N° de téléphone <b>613-996-7547</b>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <b>Kerim.khan@forces.gc.ca</b>	Date <b>16 Mar 2015</b>
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) <b>Sasa Medjovic - DDSO - Industrial Security</b>	Title - Titre <b>Senior Security Analyst</b>	Signature 	
Telephone No. - N° de téléphone <b>613-996-0286</b>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <b>E-mail: sasa.medjovic@forces.gc.ca</b>	Date <b>2015-03-27</b>
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) <b>MARLENE BITSENE</b>	Title - Titre <b>SUPPLY TEAM LEADER</b>	Signature 	
Telephone No. - N° de téléphone <b>819-956-9489</b>	Facsimile No. - N° de télécopieur <b>819-997-2229</b>	E-mail address - Adresse courriel <b>marlene.bitsene@tpsgc-pwgsc.gc.ca</b>	Date <b>08-02-2016</b>
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
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 <b>October 14, 2015</b>

**Maria Mendoza**  
Contract Security Officer, Contract Security Division  
Maria.Mendoza@tpsgc-pwgsc.gc.ca  
Tel/Tél - 613-948-1618 / Fax/Téléc - 613-954-4171

## TASK AUTHORIZATION AUTORISATION DES 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	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	<p><b>TO THE CONTRACTOR</b></p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p><b>À L'ENTREPRENEUR</b></p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery location – Expédié à	<p>_____</p> <p style="text-align: center;">Date</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">for the Department of National Defence pour le ministère de la Défense nationale</p>	
Delivery/Completion date – Date de livraison/d'achèvement		
Contract item no. N° d'article du contrat	Services	Cost Prix
	<b>GST/HST TPS/TVH</b>	
	<b>Total</b>	
<p><b>APPLICABLE ONLY TO PWGSC CONTRACTS:</b> The Contract 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>		
<p>_____</p> <p style="text-align: center;">for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</p>		

## Instructions for completing DND 626 - Task Authorization

### Contract no.

Enter the PWGSC contract number in full.

### Task no.

Enter the sequential Task number.

### Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

### Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

### Previous value

Enter the previous total dollar amount including taxes.

### To

Name of the contractor.

### Delivery location

Location where the work will be completed, if other than the contractor's location.

### Delivery/Completion date

Completion date for the task.

### for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

### Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

### Cost

The cost of the Task broken out into the individual costed items in **Services**.

### GST/HST

The GST/HST cost as appropriate.

### Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

### Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

### Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

## Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

### N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

### N° de la tâche

Inscrivez le numéro de tâche séquentiel.

### N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

### Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

### Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

### À

Nom de l'entrepreneur.

### Expédiez à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

### Date de livraison/d'achèvement

Date d'achèvement de la tâche.

### pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

### Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

### Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

### TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

### Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

### Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

### Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.