



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St./11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau  
Québec  
K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> AUTO FINGERPRINT ID SYSTEM SOLUTION	
<b>Solicitation No. - N° de l'invitation</b> M7594-153234/E	<b>Date</b> 2016-06-30
<b>Client Reference No. - N° de référence du client</b> M7594-153234	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZL-107-30327	
<b>File No. - N° de dossier</b> 107zl.M7594-153234	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-08-19</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Campbell, Jeff	<b>Buyer Id - Id de l'acheteur</b> 107zl
<b>Telephone No. - N° de téléphone</b> (879) 469-3956 ( )	<b>FAX No. - N° de FAX</b> (819) 956-9235
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Special Projects/Projets Spéciaux  
11 Laurier St./11, rue Laurier  
Place du Portage/, Phase III  
Floor 10C1/Étage 10C1  
Gatineau  
Québec  
K1A 0S5

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

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## **REAL TIME IDENTIFICATION AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM REPLACEMENT**

### **PART 1 – GENERAL INFORMATION**

#### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and appendices, as follows:

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

The Attachments include: Confidentiality Agreement, Certifications Precedent to Contract Award, and the Certifications Required with the Bid.

The Appendices include: the Statement of Work, Basis of Payment, Security Requirements Check List, Insurance Requirements, Task Authorization Form and Non-Disclosure Form.

#### **1.2 Summary**

1.2.1 This requirement includes the next generation of the Automated Fingerprint Identification System (AFIS) and its related subsystems with a Commercial Off-The-Shelf (COTS) based solution. This COTS based solution must be configurable to support the AFIS and its related subsystem requirements. The RTID AFIS solution includes all AFIS and Verification Sub-system (VSS) capabilities; as well as AFIS workstations, printers, cameras and scanners used by RCMP staff for all types of fingerprint analysis; and remote Transcoders which are used by Canadian Police agencies to complete crime scene fingerprint investigations and other fingerprint related activities. In addition to renewing all the existing RTID AFIS related capabilities, the Contractor must provide a Latent Case Management Capability (LCMC)

1.2.2 "There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website".

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1.2.3 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), and the Agreement on Internal Trade (AIT).

#### 1.2.4 Period of the Contract

The period of the Contract is from date of Contract to \_\_\_\_ inclusive (fill in end date of the period). The start of Maintenance and Support Services date is from date of warranty expiry to MM-DD-YYYY.

### 1.3 Debriefings

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

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## PART 2 – BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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.

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 240 calendar days.

Subsection 18 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

#### Conflict of interest—unfair advantage

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
  - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

**Note:** Canada has employed the assistance of private sector contractors in the preparation of this RFP. Responses to this RFP from any such contractor or with respect to which such contractor (or any subcontractor, employee, agent or representative of that contractor who was involved in the

preparation of this RFP) is in any manner directly or indirectly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. By submitting a proposal, the Bidder represents that there is no such conflict of interest as stated above. It is within Canada's sole discretion to determine whether a conflict or perception of conflict of interest exists.

## 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

## 2.3 Former Public Servant

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

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## 2.4 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:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) 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.

## 2.5 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:

- (a) name of former public servant; and
- (b) 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 websites 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](#).

## 2.6 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:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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.

## 2.7 Inquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit

the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

It is requested that the questions be provided in an MS Word formatted table as shown below:

No.	RFP Document Reference	RFP Section Reference	Question

## 2.8 Applicable Laws

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

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

## 2.9 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason 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 before the end of the solicitation period. Canada will have the right to accept or reject any or all suggestions.

Note: The source documentation for this solicitation was created in English. Before the end of the solicitation period, if the Bidder discovers there is a discrepancy between the wording of any English and French documents they should notify the Contracting Authority as soon as possible to avoid any confusion.

## 2.10 Benchmark Conference

After the final bid closing date of this solicitation and the Initial Evaluation Stage has been completed, a conference for eligible bidders will be held for the purpose of explaining how the Benchmark will be conducted. This will be scheduled within one week after completion of the Initial Evaluation Stage and only those Bidders that have passed that stage will be invited to attend (tentatively scheduled to be held within 30 days of bid closing). At that time, a tour of the current AFIS operations will be arranged. The Benchmark conference is mandatory. Bidders that have successfully passed the Initial Evaluation Stage must attend or they will be considered non-compliant.

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## PART 3 – BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid [2 hard copies and 2 soft copies on separate USBs ];

Section II: Financial Bid [1 hard copy and 1 soft copy on USB] ;

Section III: Certifications [2 hard copies and 2 soft copies on USBs containing Technical Bid]

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

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#).

To assist Canada in reaching its objectives, bidders should:

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

#### Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. The Contractor must provide all the documentation required to support the claims in their proposal. The documentation provided will be used to determine if the Contractor's proposal is compliant; therefore, comprehensive documentation including architecture diagrams, design documents, preliminary AFIS Renewable Implementation Plan (ARIP) with Requirements Traceability Matrix (RTM), screen capture examples and any other documentation that clearly demonstrates that the Contractor's proposed solution satisfies the requirements stated throughout this SOW and its accompanying documents.

In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures, contain additional instructions that bidders should consider when preparing their technical bid

## Section II: Financial Bid

- A. Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment in Appendix "B". The total amount of Applicable Taxes must be shown separately. The bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables in Appendix B in the Basis of Payment
- B. All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- C. 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
- D.** Bidders must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded
- E.** When preparing their financial bid, bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.9, Payment, of Part 7 of the bid solicitation.
- F. Volumetric Data**  
The volumetric data included in Appendix B – Basis of Payment are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in Appendix B does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data

## G. SACC Manual Clauses

C3011T (2013-11-06) Exchange Rate Fluctuation

## Section III: Certifications

In Section III of their bid, Bidders should provide the certifications required under Part 5 and, as applicable, any related documentation.

## Section IV: Additional Information

In Section IV of their bid, Bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;

4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
5. for Part 6, article 6.1, Security Requirement, of the bid solicitation:
  - a) the name of each individual who will require access to classified or protected information, assets or sensitive work sites.
  - b) for each proposed individual who will require access to classified or protected information, assets or sensitive work sites:
    - a. the name of the individual;
    - b. the date of birth of the individual; and
    - c. if available, information confirming the individual meets the security requirement as indicated in Part 7 - Resulting Contract Clauses;and
  - c) for each proposed location of work performance or document safeguarding, the address containing the information below.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country]

## **PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Mandatory Evaluation**

Mandatory evaluation criteria are included in Appendix G.

#### **4.1.2 Point Rated Evaluation**

The point rated evaluation criteria are included in Appendix G.

#### **4.1.3 Benchmark Test Plan**

The Benchmark Test Plan is detailed in Attachment 1 to Appendix G.

#### **4.1.4 Financial Evaluation**

The financial evaluation criteria are included in Appendix G.

### **4.2 Basis of Selection**

The Basis of Selection is detailed in Appendix G .

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

Bidders should submit the following duly completed certifications as part of their bid.

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) ([www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html)), to be given further consideration in the procurement process.

#### **5.1.2 Additional Certifications Required with the Bid**

Refer to Attachment 2 to Part 5, Additional Certifications Required with the Bid.

If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information.

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

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

#### **5.2.1 Integrity Provisions - List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### **5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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 [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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 Federal Contractors Program for Employment Equity certification before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture. Attachment 1 to Part 5, Additional Certifications Precedent to Contract Award, includes a copy of the certification.

### **5.2.3 Attachment 1 to Part 5, Additional Certifications Precedent to Contract Award**

Refer to Attachment 1 to Part 5, Additional Certifications Precedent to Contract Award .

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## ATTACHMENT 1 TO PART 5, CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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

Instructions to the Bidder: Complete both A and B.

A. Instructions to the Bidder: 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. Instructions to the Bidder: Check only one of the following:

- B1. The Bidder is not a Joint Venture.

or

- B2. The Bidder is a Joint venture. Instructions to the Bidder: Refer to the Joint Venture section of the Standard Instructions. If the Bidder is a Joint Venture, it must provide the Contracting

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107zl.M7594-153234

Id de l'acheteur - Buyer ID  
107zl  
N° CCC / CCC No./ N° VME - FMS

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Authority before contract award with a completed Federal Contractors Program for  
Employment Equity certification for each member of the Joint Venture.

## ATTACHMENT 2 TO PART 5, CERTIFICATIONS REQUIRED WITH THE BID

### 1. SOFTWARE PUBLISHER CERTIFICATION

(a) The Bidder must be the Software Publisher for the COTS AFIS software product proposed as part of its proposal or have, by virtue of a corporate parent subsidiary or jointly owned affiliate relationship, equivalent rights to the COTS AFIS software. **Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.**

(b) For the purposes of this solicitation, "Software Publisher" means any party that owns the Intellectual Property rights to AFIS COTS software licensed pursuant to the eventual Contract and **who has the right to license (and authorize to license/sub-license) its software products.**

### 1) SOFTWARE PUBLISHER CERTIFICATION

<b>Software Publisher Certification Form</b> (to be used where the Bidder itself is the Software Publisher)
The Bidder certifies that it is the software publisher of all the following software products and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:
_____
_____
_____
_____
<i>[bidders should add or remove lines as needed]</i>

## 2. OEM CERTIFICATION

(a) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its proposal is required to submit the certification below, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification set out below has been provided to Canada.

(b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each such OEM.

(c) For the purposes of this solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

### OEM CERTIFICATION

<b>OEM Certification Form</b>	
This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.	
<b>Name of OEM</b>	_____
<b>Signature of authorized signatory of OEM</b>	_____
<b>Print Name of authorized signatory of OEM</b>	_____
<b>Print Title of authorized signatory of OEM</b>	_____
<b>Address for authorized signatory of OEM</b>	_____
<b>Telephone no. for authorized signatory of OEM</b>	_____
<b>Fax no. for authorized signatory of OEM</b>	_____
<b>Date signed</b>	_____
<b>Solicitation Number</b>	_____
<b>Name of Bidder</b>	_____

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

### **6.1 Security Requirement**

1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\) of Public Works and Government Services Canada](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **6.2 Financial Capability**

SACC Manual clause A9033T(2012-07-16) Financial Capability

### **6.3 Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Appendix F.

If the information is not provided in the bid, 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.

## PART 7 – RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. *(Delete this sentence at contract award.)*

### 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Appendix A

#### 7.1.1 Optional Goods or Services, or both

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Appendix A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

#### 7.1.2 Task Authorization

- A.** The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Note: Task authorizations apply only to work required after system implementation.

**B.** TA Process

1. The Technical Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Appendix D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within 10 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority and approved by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

**C.** SACC Manual clause B9031C (2011-05-16) – Canada's Obligation – Portion of the Work – Task Authorizations

**D.** Periodic Usage Reports - Contracts with TAs

1. The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.

2. For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the TA number appearing on the TA form;
- the date the task was authorized appearing on the TA form;
- the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
- the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
  - the TA revision number;
  - the date the revision to the task was authorized;
  - the authorized increase or decrease (Applicable Taxes extra);
  - the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
  - the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
  - the total cost incurred and invoiced for the task (as last revised, as applicable), Applicable Taxes extra;
  - the total amount of Applicable Taxes invoiced;
  - the total amount paid, Applicable Taxes included;
  - the start and completion date of the task (as last revised, as applicable); and
  - the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

3. For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
- the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

## 7.2 Standard Clauses and Conditions

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

### 7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the

## Contract.

2035 (2016-04-04), General Conditions - Higher Complexity - Services, is amended as follows:

(A) At subsection 05, Conduct of the Work, add:

2. (g) ensure that the Work is of proper quality, using appropriate material and workmanship and meets all the requirements of the Contract.

(B) Add the following subsections at the end of all subsections:

### **2035 44 Condition of Material**

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

### **2035 45 Use and Translation of Written Material**

1. Unless provided otherwise in the Contract, copyright in any written material used, produced or delivered under the Contract belongs to its author or rightful owner. Canada has Solicitation No. - N° de l'invitation Amd. No. - N° de la modif. Buyer ID - Id de l'acheteur EN260-101970/D 663xe

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the right to use, copy and disclose, for government purposes, the written material related to the Work that is delivered to Canada.

2. If the Contract does not require the delivery of any written material in both of Canada's official languages, Canada may translate the written material into the other official language. The Contractor acknowledges that Canada owns the rights on the translation and that Canada is under no obligation to provide the translation to the Contractor. Canada agrees that any translation must include any copyright and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

## **7.2.2 Supplemental General Conditions**

7.2.2.1 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance – Parts I, II, III AND IV

7.2.2.2 4002 (2010-08-16), Software Development or Modification Services

7.2.2.3 4003 (2010-08-16), Licensed Software

7.2.2.4 4004 (2013-04-25), Maintenance and Support Services for Licensed Software

7.2.2.5 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information.

## **7.3 Inspection and Acceptance**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or

representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### 7.4 Non-Disclosure Agreement

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

#### 7.5 Security Requirement

The following security requirement (SRCL and related clauses) applies and form part of the Contract:

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

#### 7.6 RCMP General Security Requirements

All contractors and sub-contractors employed on this contract must support the RCMP's security environment by complying with the directives described in this document.

- 7.6.1 Physical access is restricted to those specific areas of RCMP facilities required to meet the contract's objectives.
- 7.6.2 No Protected or Classified information or other assets will be removed from the RCMP facility without the approval of the Departmental representative or technical authority. If approved the transport and/or transmittal must comply with the security requirements identified in the RCMP's Transport and Transmittal Guide.

7.6.3 Restricted items such as cameras, mobile telephones, and audio/visual devices will be surrendered to the main security desk upon arrival at any RCMP facility unless prior written approval has been obtained.

7.6.4 If applicable the contractor must hold a valid Document Safeguarding Capability (DSC).

7.6.5 The information disclosed under this contract will be administered, maintained, and disposed of in accordance with RCMP Security Policies and the Policy on Government Security.

7.6.6 The contractor will promptly notify the RCMP of any unauthorized use or disclosure of the information exchanged under this contract and will furnish the RCMP with details of the unauthorized use or disclosure.

7.6.7 The contractor will be responsible for advising the RCMP of any changes in personnel security requirements. (eg. Cleared personnel leaving the company or no longer supporting the RCMP contract, new personnel requiring a clearance and personnel requiring clearance renewal).

7.6.8 All contractor personnel will be required to obtain and maintain a personnel security clearance commensurate with the sensitivity of the work being performed throughout the life cycle of the contract (in accordance with the provisions of the SRCL), in this case RCMP RRS.

7.6.9 When required to be on RCMP ,in space that has been determined at the level of T/S, the resources will be escorted by a technical escort.

#### 7.6.10 **RCMP Reliability Status (RRS)**

For contractors who require access to RCMP protected information, systems, assets and/or facilities. In this scenario, the RCMP wishes to conduct all checks required for obtaining an RRS, For PWGSC procurement purposes, this should be identified in the contractual documents.

Contractor personnel must submit to verification by the RCMP prior to being granted access to Protected or Classified information, systems, assets and/or facilities. The RCMP reserves the right to deny access to any of the above to any contractor personnel, at any time.

When the RCMP identifies a requirement for a security clearance; the Contractor will submit the following to the RCMP:

- 2.11 Form TBS 330-23
- 2.12 Form TBS 330-60
- 2.13 Form 1020 (Security Interview)
- 2.14 Two pieces of photo identification (Birth Certificate and Driver's licence)
- 2.15 Two sets of fingerprints
- 2.16 Working Visa (where applicable)
- 2.17 Two passport photographs
- 2.18 Security Interview

The RCMP:

1. Will conduct personnel security screening checks above the Policy on Government Security requirements

2. Is responsible for escorting requirements on its facilities when they are warranted

## **7.7 Term of Contract**

### **7.7.1 Period of the Contract**

The period of the Contract is from date of Contract to \_\_\_\_ inclusive (fill in end date of the period). The start of Maintenance and Support Services date is from date of warranty expiry to MM-DD-YYYY

### **7.7.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 5 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 60 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **7.7.3 Transition Period**

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 12 months under the same terms and conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 180 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

## **7.8 Authorities**

### **7.8.1 Contracting Authority**

The Contracting Authority for the Contract is:  
Jeff Campbell  
Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Special Procurement Initiatives Directorate  
11 rue Laurier, Gatineau QC  
Telephone: 873-469-3956  
Facsimile: 819- 956- 2675

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E-mail address: jeff.campbell@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.

### **7.8.2 Technical Authority**

The Technical Authority for the Contract is:  
Ray Valvasori  
Project Portfolio Manager  
Royal Canadian Mounted Police  
1200 Vanier Parkway, Ottawa, Ontario K1A 0R2  
Telephone: 613-949-3012  
E-mail address: Ray.Valvasori@rcmp-grc.gc.ca

The Technical Authority named above 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.

### **7.8.3 Contractor's Representative**

TBD

## **7.9 Payment**

### **7.9.1 Basis of Payment**

### 7.9.1.1 Limitation of Expenditure

For the Work described in the Statement of Work in Annex A and its appendices, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Appendix B, to a limitation of expenditure of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duty are included and Applicable Taxes are extra.

Note: Task authorizations are only expected to be used once the system has been implemented.

### 7.9.1.2 Authorized TA

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 in Appendix B 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.

### 7.9.1.3 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the [Technical Authority](#).

All payments are subject to government audit.

Note: With the possible exception of the Contractor's trainer, travel and living expenses apply only to task authorizations once the system has been implemented.

## 7.9.2 Method of Payment

### 7.9.2.1 Milestone Payments

For the Work described in the Statement of Work in Appendix A Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;

- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada

#### 7.9.2.2 Support Services

SACC Manual clause H1008C (2008-05-12), Monthly Payment

#### 7.9.2.3 Task Authorization

The following method of payment will form part of the authorized TA:

SACC Manual clause H1008C (2008-05-12), Monthly Payment

### 7.9.3 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

## 7.10 Invoicing Instructions

### 7.10.1 Progress Payment Claim – Supporting Documentation Required

7.10.1.1 The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. a copy of time sheets to support the time claimed;
- d. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- e. a copy of the monthly progress report.

7.10.1.2 Applicable Taxes must be calculated on the total amount of the claim.

7.10.1.3 The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Technical Authority will then forward a copy of the claim to the Contracting Authority for certification.

7.10.1.4 The Contractor must not submit claims until all work identified in the claim is completed.

## 7.11 Certifications

### 7.11.1 Compliance

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

### 7.11.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

### 7.12 Applicable Laws

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

### 7.13 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2016-04-04) General Conditions - Higher Complexity–Services;
- (c) Supplemental General Conditions
  - (i) 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance – Parts I, II, III AND IV
  - (ii) 4002 (2010-08-16), Software Development or Modification Services
  - (iii) 4003 (2010-08-16), Licensed Software
  - (iv) 4004 (2013-04-25), Maintenance and Support Services for Licensed Software
  - (v) 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information.
- (d) Appendix A, Statement of Work;
- (e) Appendix B, Basis of Payment ;
- (f) Appendix C, Security Requirements Check List
- (g) Appendix F, Insurance Requirements ;
- (h) the signed Task Authorizations (including all of its Appendixes, if any) ; and
- (i) the Contractor's bid dated \_\_\_\_\_ (Insert the date (year-month-day) of the bid. If the bid was clarified or amended, at time of contract award, add, as applicable: “, as clarified on \_\_\_\_\_ (year-month-day)” “and” “, as amended on \_\_\_\_\_(year-month-day).)

### 7.14 Foreign Nationals

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)  
SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

## 7.15 Insurance

The Contractor must comply with the insurance requirements specified in Appendix F. 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.

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.

The Contractor must 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 and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 7.16 Proactive Disclosure of Contracts with Former Public Servants *(Delete if not applicable)*

If the selected Bidder provided in accordance with the article 2.3, Former Public Servant, information on its status with respect to being a Former Public Servant in receipt of a Public Service Superannuation Act (PSSA) pension, you must insert here the full text of SACC Manual clause A3025C, Proactive Disclosure of Contracts with Former Public Servants.

## 7.17 D0024C (2008-05-12) - Liquidated Damages

If the Contractor fails to deliver the goods and / or perform the services within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of \$ 6,300.00 for each calendar day of delay.

Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.

Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.

Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

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## **APPENDIX A - STATEMENT OF WORK**

(SEE ATTACHED)

## APPENDIX B, BASIS OF PAYMENT

### A- Contract Period (From \_\_\_\_ to \_\_\_\_ )

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

The bidder may add or remove items to any table below to suit their proposal. (Delete this sentence at contract award.)

1. Firm Lot Price for the AFIS next generation that satisfies all requirements stated in this SOW and its accompanying documents that must be provided according to implementation stage 1. This firm lot price must be a total based on separate costing for each key area to be delivered. Additionally each key area must be a total cost based on detailed costing that clearly shows the significant product costs and resources costs such as, hardware, software, software license that meets the functionality proposed, including provision of installation and integration services, configuration services, customization services, the integration services to each AFIS/Transcoder/VSS test environment and production site, integration with the RCMP's NNS/LB (Load Balancer), the integration and connectivity of all Transcoder sites, data conversion, project management services, documentation, one-year warranty and any other products or services required to provide a fully operational AFIS/Transcoder/VSS solution in all environments and all sites as stated. Additionally, any costs for the hardware/software upgrades to GFE required to provide a fully operational AFIS/Transcoder/VSS solution that satisfies all requirements, in all environments and at all sites as stated throughout this SOW and its accompanying documents must also be provided, if applicable.

Note: Prices and rates quoted in the Contractor response for a one (1) year warranty period must be all inclusive ceiling (or firm) prices, subject to downward adjustment only, and must include but not limited to all labour and replacement parts for all non-Government Furnished Equipment (GFE) and GFE modification. This one (1) year warranty period will begin after final acceptance and approval by the RCMP

#### 1.1 Firm Lot Price for Hardware related to AFIS/Transcoder/VSS Production and Three Test Environment Next Generation

Table 1-1

Item	Description	Qty	Firm Unit Price	Extended Price
Hardware				
	Servers			
	AFIS		\$	\$
	VSS		\$	\$
	Workstations		\$	\$
	Transcoders		\$	\$
	Scanners		\$	\$
	FBI Certified Printers		\$	\$
	Cameras		\$	\$
	Total Hardware			\$
Software				
	Software /Software Licenses			

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	AFIS		\$	\$
	VSS		\$	\$
	Transcoder		\$	\$
	Third Party Licenses		\$	\$
	Total Software & Licenses			\$

<b>GFE Upgrades</b>				
	Hardware		\$	\$
	Software		\$	\$
	Total GFE Upgrades			\$
<b>Services</b>				
	Database Conversion		\$	\$
	AFIS		\$	\$
	VSS		\$	\$
	Transcoder		\$	\$
	Total Database Conversion			\$
<b>Implementation</b>				
	Implementation/Integration		\$	\$
	AFIS		\$	\$
	VSS		\$	\$
	Transcoder		\$	\$
	Total Implementation/Integration			\$
<b>Warranty</b>				
	One year warranty on implementation		\$	\$
<b>TOTAL FIRM LOT PRICE:</b>				\$

**2. Firm Lot Price** for the LCMC solution that satisfies all requirements stated in this SOW and its accompanying documents that must be provided according to implementation stage 2. This firm lot price must be a total based on detailed costing that clearly shows the significant product costs and resources costs such as, hardware, software, software license that meets the functionality proposed, including provision of installation and integration services, configuration services, customization services, the integration services of LCMC to each test environment and production site, integration with the RCMP's NNS/LB, data conversion, project management services, documentation, one-year warranty and any other products or services required to provide a fully operational LCMC solution in all environments and all sites as stated throughout this SOW and its accompanying documents. Additionally, any costs for the hardware/software upgrades to GFE required to provide a fully operational LCMC solution that satisfies all requirements, in all environments and at all sites as stated throughout this SOW and its accompanying documents must also be provided, if applicable

Firm Lot Price for Hardware related to Latent Case Management Capability (LCMC) (ELMO Replacement)

Table 2-1

Item	Description	Qty	Firm Unit Price	Extended Price
Hardware				
	Servers		\$	\$
	Total Hardware			\$
Software				
	Software /Software Licenses		\$	\$
	Third Party Licenses		\$	\$
	Total Software & Licenses			\$
GFE Upgrades				
	Hardware		\$	\$
	Software		\$	\$
	Total GFE Upgrades			\$
Services				
	ELMO Database Conversion		\$	\$
	Total Database Conversion			\$
Implementation				
	Implementation/Integration		\$	\$
Warranty				
	One year warranty on implementation		\$	\$
<b>TOTAL FIRM LOT PRICE:</b>				\$

**3. Firm Per Diem Price** for trainer resource(s)

**Table 3-1**

Description	Qty (Days)	Firm Per Diem Price	Extended Price
Train the RCMP Trainers (per diem)	10	\$	\$
<b>Total</b>			\$

**4. Firm Annual Lot Prices** for Entire AFIS next generation solution maintenance and support services (including any applicable third party components), excluding one (1) on-site support resource, broken down annual throughout the existence of the contract that may result from this RFP. Maintenance and support services commence once system has been accepted and warranty period has expired. The price will be pro-rated based on start date within the contract year.

**Table 4-1**

Description	Firm Annual Rate
Maintenance and Support Services - Year 2	\$
Maintenance and Support Services - Year 3	\$
Maintenance and Support Services - Year 4	\$
Maintenance and Support Services - Year 5	\$
<b>Total – Contract Years</b>	
Maintenance and Support Services - Option Year 1	\$
Maintenance and Support Services - Option Year 2	\$
Maintenance and Support Services - Option Year 3	\$
Maintenance and Support Services - Option Year 4	\$
Maintenance and Support Services - Option Year 5	\$
<b>Total – Option Years</b>	
<b>Grand Total</b>	

**5. Firm Unit Prices** for one (1) on-site support resource that is capable of satisfying the support requirements as stated throughout this SOW and its accompanying documents. Annual rate based on 255 working days.

**Table 5-1**

Description	Firm Per Diem Price	Firm Annual Rate For 1 resource
Maintenance and Support Services - Contract Year 1	\$	\$
Maintenance and Support Services - Contract Year 2	\$	\$
Maintenance and Support Services - Contract Year 3	\$	\$
Maintenance and Support Services - Contract Year 4	\$	\$
Maintenance and Support Services - Contract Year 5	\$	\$
<b>Total – Contract Years</b>		\$

Maintenance and Support Services - Option Year 1	\$	\$
Maintenance and Support Services - Option Year 2	\$	\$
Maintenance and Support Services - Option Year 3	\$	\$
Maintenance and Support Services - Option Year 4	\$	\$
Maintenance and Support Services - Option Year 5	\$	\$
<b>Total – Option Years</b>		\$
<b>Grand Total</b>		\$

6. A **Firm Lot Price** for all other costs applicable to the proposed solution to meet the requirements in the SOW and its accompanying documents (other than optional requirements) that are not otherwise included herein.

**Table 6-1**

Item	Description	Qty	Firm Unit Price	Extended Price
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>TOTAL:</b>				\$

7. **Optional Firm Lot Price per installation** for additional remote transcoder installations.  
The cost of 5 transcoders will be included in the total bid value

**Table 7-1**

Item	Description	Qty	Firm Unit Price	Extended Price
	Transcoders	5	\$	\$

**8. Optional Firm Per Diem Rates**, inclusive of all overheads and profit, for the labour categories required for Task Authorization work throughout the existence of the contract that may result from this RFP.

100 hours of highest rate will be included in the total bid value

**Table 8-1**

Item	Description	Qty	Firm Per Diem Price	Extended Price
		100	\$	\$
		100	\$	\$
		100	\$	\$
		100	\$	\$
		100	\$	\$
		100	\$	\$

**9. Total Bid Evaluation Value** is the sum of the totals of table 1-1 through 9-9 with the exception that the value used for Table 9-1 is 100 hours of the highest rate only.

**Table 9-1**

Item	Description	Total Price Per Table
1	Total Table 1-1	\$
2	Total Table 2-1	\$
3	Total Table 3-1	\$
4	Total Table 4-1	\$
5	Total Table 5-1	\$
6	Total Table 6-1	\$
7	Total Table 7-1	\$
8	Total Table 8-1	\$
9	Total Table 9-1 (only highest rate used)	\$
	<b>Total – Bid Value</b>	\$

**10. Optional Firm Lot Prices** for the Optional Functionality. The Contractor agrees to provide Canada with the option to procurement additional matching capacity at the same or similar pricing (adjusted for inflation or for new technology) included in Table 1-1. The Contractor must provide a cost breakdown in the following Table 10-1 to show the cost of each type of matching capability. There must be a correlation between the cost breakdown and the pricing provided in Table 1-1. That is, it must be clear how the cost for additional matching capacity correlates to pricing in Table 1-1. This Table 10-1 will not be used in the bid evaluation value since this is a breakdown of pricing already included.

Table 10-1

Item	Description	Qty	Firm Unit Price	Extended Price
<b>Ten Print Matching</b>				
Hardware				
	Servers			
	AFIS		\$	\$
	VSS		\$	\$
	Total Hardware			\$
Software				
	Software /Software Licenses			
	AFIS		\$	\$
	VSS		\$	\$
	Third Party Licenses		\$	\$
	Total Software & Licenses			\$
Services				
	AFIS		\$	\$
	VSS		\$	\$
Implementation				
	Implementation/Integration		\$	\$
	AFIS		\$	\$
	VSS		\$	\$
	Total Implementation/Integration			\$
Warranty				
	One year warranty on implementation		\$	\$
	<b>TOTAL TP Matching PRICE:</b>			\$
<b>Reverse Search Matching</b>				
Hardware				
	Servers			
	AFIS		\$	\$
	Total Hardware			\$
Software				
	Software /Software Licenses			
	AFIS		\$	\$
	Third Party Licenses		\$	\$
	Total Software & Licenses			\$
Services				
	AFIS		\$	\$
Implementation				

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	Implementation/Integration		\$	\$
	AFIS		\$	\$
	Total Implementation/Integration			\$
<b>Warranty</b>				
	One year warranty on implementation		\$	\$
	<b>TOTAL RS Matching PRICE:</b>			\$
<b>Latent Matching</b>				
<b>Hardware</b>				
	Servers			
	AFIS		\$	\$
	Total Hardware			\$
<b>Software</b>				
	Software /Software Licenses			
	AFIS		\$	\$
	Third Party Licenses		\$	\$
	Total Software & Licenses			\$
<b>Services</b>				
	AFIS		\$	\$
<b>Implementation</b>				
	Implementation/Integration		\$	\$
	AFIS		\$	\$
	Total Implementation/Integration			\$
<b>Warranty</b>				
	One year warranty on implementation		\$	\$
	<b>TOTAL Latent Matching PRICE:</b>			\$

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## **APPENDIX C, SECURITY REQUIREMENTS CHECK LIST**

(SEE ATTACHED)

## APPENDIX D, TASK AUTHORIZATION FORM

<b>Contract Number</b>	At STEP 1 a, enter the PWGSC resulting contract number.
<b>Task Authorization (TA) Number</b>	Instructions to the TA Authority: Enter the number here.
<b>Contractor's Name and Address</b>	
Instructions to the TA Authority: Enter the name and address here.	
Total Estimated Cost of Task (Applicable Taxes extra) before any revisions:	\$ _____ Instructions to the TA Authority: Enter the amount here.
<b>TA Revisions Previously Authorized</b>	
Instructions to the TA Authority: the information for the previously authorized revisions must be presented in ascending order of assigned revision numbers (the first revision must be identified as No. 1, the second as No. 2, etc ). If no increase or decrease was authorized, enter \$0.00. Add rows, as needed	
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ Instructions to the TA Authority: Enter the amount here, as applicable.
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ Instructions to the TA Authority: Enter the amount here, as applicable.
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ Instructions to the TA Authority: Enter the amount here, as applicable.
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ Instructions to the TA Authority: Enter the amount here, as applicable.
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ Instructions to the TA Authority: Enter the amount here, as applicable.
<b>New TA Revision</b>	
Instructions to the TA Authority: the first revision must be identified as No. 1, the second as No. 2, etc. If no increase or decrease is authorized, enter \$0.00.	
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ Instructions to the TA Authority: Enter the amount here, as applicable.
Total Estimated Cost of Task (Applicable Taxes extra) after this revision:	\$ _____ Instructions to the TA Authority: Enter the amount here, as applicable.
<b>Contract Security Requirements (as applicable)</b>	
This task includes security requirements. At STEP 1 a): check the applicable boxes.	
<input type="checkbox"/> No <input type="checkbox"/> Yes. Refer to the Security Requirements Checklist (SRCL) Appendix of the Contract.	
Remarks: At STEP 1 a), 2a) or 3, enter the remarks, if any, or enter : "N/A".	
<b>Required Work</b>	
Instructions to the TA Authority: The content of sections A, B, C and D below must be in accordance with the Contract. To view the instructions for Section A, click on the hyperlink.	

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**SECTION A – Task Description of the Work Required** [Instructions for Section A](#)

**SECTION B – Applicable Basis of Payment** [Instructions for Section B](#)

**SECTION C - Cost Breakdown of Task** [Instructions for Section C](#)

**SECTION D- Applicable Method of Payment** [Instructions for Section D](#)

**Authorization - Authorization**

By signing this TA, the Project Authority or the PWGSC Contracting Authority or both, as applicable, certify (ies) that the content of this TA is in accordance with the Contract.

En apposant sa signature sur cette AT, le chargé de projet ou l'autorité contractante de TPSGC ou, s'il y a lieu, les deux atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

Name of Project Authority - Nom du chargé de projet \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of PWGSC Contracting Authority -  
Nom de l'autorité contractante de TPSGC \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Contractor's Signature - Signature de l'entrepreneur**

Name and title of individual authorized to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

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Signature _____	Date _____
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### Instructions to the TA Authority for SECTION A -Task Description of the Work required

In the case of a new task, the following information must be included directly in Section A or in an attachment applicable to Section A:

- a) details of the activities to be performed;
- b) description of the deliverables to be submitted; and
- c) completion dates for the major activities and/or submission dates for the deliverables.

In the case of a revision to a previously authorized task, the following information must be included directly in Section A or in an attachment applicable to Section A (as applicable):

- a) reason (s) for revising the task;
- b) details of the revised activities to be performed;
- c) description of the revised deliverables to be submitted; and
- d) revised completion dates for the major activities and/or revised submission dates for the deliverables (or revised deliverables, as applicable).

### Instructions to the Contracting Authority for SECTION B - Applicable Basis of Payment

At STEP 1 a):

☞ If only one TA basis of payment clause is inserted in the resulting contract, in Section B, enter the following:

For the Firm Unit Price TA clause, insert the following for each firm unit price included in the clause:  
" Firm Unit Price of \$ \_\_\_\_\_ ensure to insert here the same amount as indicated in the clause per \_\_\_\_\_ complete by inserting the same text as included in the clause requested in Section A above"

For the Firm Lot Price TA clause, insert the following:  
" Firm Lot Price of \$ \_\_\_\_\_ **Instructions to the TA Authority: insert the amount.**"

For the TA subject to a limitation of expenditure clause, insert the following:  
"Limitation of Expenditure of \$ \_\_\_\_\_ **Instructions to the TA Authority: insert the amount.**"

☞ If more than one TA basis of payment clause is inserted in the resulting contract, in Section B, insert one check box for each one; and insert instructions as per the example below to the TA Authority for completing section B at step 3.

**EXAMPLE 1** - Commercial professional services (consultation) - Firm Lot Price TA clause (for professional fees) and TA subject to a limitation of expenditure clause (for authorized travel and living expenses):

**Instructions to the TA Authority: when completing the TA form to authorize a task or, as applicable, revise a previously authorized task, check each applicable box below and insert the associated amount.**

- Firm Lot Price of \$\_\_\_\_\_ for the professional fees identified in Section C below
- Limitation of Expenditure of \$\_\_\_\_\_ for the authorized travel and living expenses identified in Section C below”

**EXAMPLE 2** - Commercial professional services (training)- Firm unit price TA clause containing 3 distinct firm unit prices (one, for workshop delivery / two, for cancellation of previously requested workshop delivery (ies)); plus TA subject to a limitation of expenditure clause (for professional fees only for required workshop material updating Work); plus TA subject to a limitation of expenditure (for authorized travel and living expenses to be incurred when travel is required and requested to deliver a requested workshop):

**Instructions to the TA Authority: when completing the TA form to authorize a task or, as applicable, revise a previously authorized task, check each applicable box below and insert the associated amount.**

- Firm Unit Price of \$\_\_\_\_\_ the amount that the contracting authority would insert here at step 1 a) would be the same as indicated in the Firm Unit Price TA clause of the resulting contract) per 3 hour workshop delivery requested in Section A above
- Limitation of Expenditure of \$\_\_\_\_\_ for the authorized travel and living expenses identified in Section C below for the travel requirements identified in Section A above
- Limitation of Expenditure of \$\_\_\_\_\_ for the professional fees identified in Section C below for the required workshop material updating Work requested in Section A above
- Firm Unit Price of \$\_\_\_\_\_ the amount the contracting authority would insert here at step 1 would be the same as indicated in the Firm Unit Price TA clause of the resulting contract) per previously requested 3 hour workshop delivery cancelled by Canada in Section A above without advance notice of seven business days
- Firm Unit Price of \$\_\_\_\_\_ the amount the contracting authority would insert here at step 1 would be the same as indicated in the Firm Unit Price TA clause of the resulting contract per previously requested 3 hour workshop delivery cancelled by Canada in Section A above with advance notice of seven business days”

## Instructions to the Contracting Authority for SECTION C- Cost Breakdown of Task.

At STEP 1 a), when firm lot price and (or) limitation of expenditure is (are) inserted in Section B as the applicable basis or bases of payment for a TA or revision to a previously authorized TA, in Section C, insert the corresponding cost elements as they appear in the resulting contract Appendix B, Basis of Payment. For example 1 included in the instructions above for Section B, the text of Section C could be as follows (text in purple are instructions for the contractor and TA Authority for step 3):

**1.0 Professional Fees Instructions to the TA Authority: for each applicable category, insert the name and the number of days.**

Category	Name	All Inclusive Fixed Daily Rate	Level of Effort (Estimated number of days required to perform the Work)
Senior Consultant		\$600.00	
Junior Consultant		\$340.00	

**Total Estimated Cost of Professional Fees: \$\_\_\_\_\_ Instructions to the TA Authority: insert the amount.**

### **2.0 Authorized travel and living expenses**

\_\_\_\_\_ **Instructions to the TA Authority: insert the details of the authorized travel plan.**

**Total Estimated Cost of Authorized travel and living: \$ \_\_\_\_\_ Instructions to the TA Authority: insert the amount.**

## Instructions to the Contracting Authority for SECTION D – Applicable Method of Payment

☞ At STEP 1a), if only one resulting contract TA basis of payment is inserted in Section B, insert in Section D the corresponding TA method of payment appearing in the resulting contract (i.e., monthly payments or progress payments or milestone payments or single payment). If the applicable method of payment is milestone payments, also insert in Section D the applicable schedule of milestones.

Example (the Firm Lot Price basis of payment is inserted in Section B):

Milestone Payments - The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

<u>MILESTONE</u>	<u>ACTIVITY(IES) TO BE PERFORMED / DELIVERABLE(S) TO SUBMIT</u>	<u>COMPLETION / DELIVERY DATE</u>	<u>FIRM AMOUNT</u>
1	Instructions to TA Authority: specify.	Instructions to TA Authority: specify.	\$ _____ Instructions to TA Authority: insert the amount.
2	Instructions to TA Authority: specify.	Instructions to TA Authority: specify.	\$ _____ Instructions to TA Authority: insert the amount.

☞ At STEP 1a), if more than one resulting contract TA basis of payment is inserted in Section B, for each one insert in Section D the corresponding TA method of payment appearing in the resulting contract (i.e., monthly payments or progress payments or milestone payments or single payment). If the applicable method of payment is milestone payments, also insert in Section D the applicable schedule of milestones.

Example (the Firm Lot Price basis of payment (for professional fees) and the Limitation of Expenditure basis of payment (for authorized travel and living expenses) are inserted in Section B):

**“Instructions to TA Authority: when completing the TA form to authorize a task or, as applicable, revise a previously authorized task, check the applicable box (boxes) below and make sure a completed and acceptable schedule of milestones forms part of the authorized TA (as applicable).**

Milestone Payments for professional fees only

Schedule of Milestone:

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

<u>MILESTONE</u>	<u>ACTIVITY(IES) TO BE PERFORMED / DELIVERABLE(S) TO SUBMIT</u>	<u>COMPLETION / DELIVERY DATE</u>	<u>FIRM AMOUNT</u>
1	(Specify)	(Specify)	\$ _____ (enter the applicable amount)
2	(Specify)	(Specify)	

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			\$ _____ (enter the applicable amount)
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Monthly payments for authorized travel and living expenses only

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## APPENDIX E, NON-DISCLOSURE AGREEMENT

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

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## APPENDIX F, INSURANCE REQUIREMENTS

### 1.0 COMMERCIAL GENERAL LIABILITY INSURANCE

1.1 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.

1.2 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.

- i. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- r. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## 2.0 G2002C (2008-05-12), Errors and Omissions Liability Insurance

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**APPENDIX G, EVALUATION PLAN AND CRITERIA  
(SEE ATTACHED)**

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**APPENDIX H, REQUIREMENTS TRACEABILITY MATRIX  
(SEE ATTACHED)**