



**BID SOLICITATION FOR SUPPLY ARRANGEMENTS AND STANDING OFFERS FOR
TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS) FOR
ALL FEDERAL GOVERNMENT DEPARTMENTS AND CROWN CORPORATIONS**

This is a request to solicit bids for Supply Arrangements (SA's) and Standing Offers (SO's) for the provision of Task-Based Informatics Professional Services (TBIPS) to all Federal Government departments and Crown Corporations as described in the *Financial Administration Act* (as amended from time to time), and to any other party for which the Department of Public Works and Government Services (PWGSC) may be authorized to act from time to time under section 16 of the PWGSC Act.

Suppliers capable of meeting the requirements of this solicitation are invited to submit a bid.

This document also allows bidders who were issued an SO under the last re-compete solicitation EN578-055605/G to update their rates and to submit bids for additional categories, tiers, levels of expertise, regions, and/or metropolitan areas.

This document also allows bidders who were issued an SA under the last re-compete solicitation EN578-055605/G and/or refresh solicitation EN578-055605/H Period 1 and/or Period 2, and/or Period 3 to submit bids for additional categories, tiers, levels of expertise, regions, and/or metropolitan areas.

Suppliers qualifying for the relevant Region, Metropolitan Area, Tier, Category and Level of Expertise, at the time of individual requirements, will be eligible to provide the requested Services.

NOTICE TO ALL BIDDERS:

This Request for Standing Offers (and Supply Arrangements) is the final re-compete for TBIPS Standing Offers. TBIPS Supply Arrangements will continue to be solicited and refreshed. Please refer to Component I, Request for Bids – Standing Offer and/or Supply Arrangement, Part 1, article 2.5 “Bid Solicitation (RFSO/RFSA)”.

Suppliers are reminded of the importance of reading this document in its entirety, as well as all documents incorporated by reference. By submitting a bid, bidders are acknowledging that they agree to the process described in this re-compete bid solicitation. Suppliers who have questions or comments about this solicitation can direct them to the Standing Offer/Supply Arrangement Authority identified in this solicitation. The process for making enquiries is described in Component I. It is very important for suppliers to ensure that they understand the requirements of this solicitation before submitting a bid.

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TABLE OF CONTENTS

**COMPONENT I: REQUEST FOR BIDS - STANDING OFFER and/or SUPPLY
ARRANGEMENT**

PART 1 – GENERAL INFORMATION

1. Introduction
2. Summary
3. Security Requirement
4. Debriefings
5. Key Terms

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Request for Bids
4. Former Public Servant – Notification
5. Federal Contractors Program for Employment Equity - Notification
6. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection
3. Security Requirement

PART 5 – CERTIFICATIONS

1. Grandfather Certification
2. Bidder's Statement
3. Aboriginal Business Certification
4. Integrity Provisions
5. Federal Contractors Program for Employment Equity
6. Former Public Servant

Attachments to Component I:

- Attachment A** Mandatory Technical Evaluation Criteria for the Standing Offer and the Supply Arrangement
- Attachment B** Standing Offer Financial Evaluation
- Attachment C** Guide to Centralized Professional Services System (CPSS) Supplier Module for Technical and Financial Responses
- Attachment D** Standard Instructions - Competitive Requirements - Request for Supply Arrangements and Standing Offers

COMPONENT II: TERMS OF RESULTING SUPPLY ARRANGEMENT AND MODEL RESULTING CONTRACT CLAUSES

Part 6A. RESULTING SUPPLY ARRANGEMENT (SA)

1. Arrangement
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Supply Arrangement
5. Authorities
6. Clients / Identified Users
7. Priority of Documents
8. Certifications
9. Applicable Laws
10. Suspension or Cancellation of Qualification by Canada
11. Aboriginal Business Certification
12. Delivery Requirements within a CLCSA
13. Environmental Considerations
14. Travel and Living – Resulting Contracts
15. Regions and Metropolitan Areas

Part 6B BID SOLICITATION (SA)

1. Bid Solicitation Process (SA)
2. Model Bid Solicitation (SA)

Part 6C RESULTING MODEL CONTRACT CLAUSES (SA)

ANNEX TO COMPONENT II (SA): Annex A Qualified Categories

COMPONENT III: TERMS OF RESULTING STANDING OFFER (SO), CALL-UP PROCEDURES FOR THE SO, AND RESULTING CALL-UP CLAUSES ISSUED AGAINST THE SO

Part 7A RESULTING STANDING OFFER (SO)

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Clients / Identified Users
8. Priority of Documents
9. Certifications
10. Applicable Laws
11. Confirmation of Qualification
12. Suspension or Set-Aside of Qualification by Canada
13. Aboriginal Business Certification
14. Delivery Requirements within a CLCSA
15. Environmental Considerations
16. Travel and Living – Individual Call-Ups
17. Regions and Metropolitan Areas

Part 7B CALL-UP PROCEDURES (SO)

1. Call-up Procedures
2. Call-up Instrument
3. Limitation of Call-ups

Part 7C RESULTING CALL-UP CLAUSES (SO)

ANNEXES TO COMPONENT III (SO):

- | | |
|---------|--------------------------------------|
| Annex A | Qualified Categories and Rates |
| Annex B | Availability Confirmation Form (ACF) |

COMPONENT I - REQUEST FOR BIDS

STANDING OFFER AND/OR SUPPLY ARRANGEMENT

PART 1 - GENERAL INFORMATION

1. INTRODUCTION

This Request for Standing Offers/Request for Supply Arrangements (RFSO/RFSA) has three components: a Request for Bids, the resulting Supply Arrangement (SA), and the resulting Standing Offer (SO).

(a) Component I - Request for Bids – SO/SA

Component I is divided into five parts plus attachments, as follows:

- Part 1: General Information: provides a general description of the requirement;
- Part 2: Bidder Instructions: provides the instructions applicable to the clauses and conditions of the request for bids;
- Part 3: Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid to address the evaluation criteria specified;
- Part 4: Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the bid, the security requirement, and the basis of selection;
- Part 5: Certifications: includes the certifications to be submitted; and

The Attachments to Component I:

- Attachment A Mandatory Technical Evaluation Criteria for the Standing Offer and the Supply Arrangement
- Attachment B Standing Offer Financial Evaluation
- Attachment C Guide to CPSS Supplier Module for Technical and Financial Responses
- Attachment D Standard Instructions - Competitive Requirements - Request for Supply Arrangements and Standing Offers

(b) Component II - Resulting Supply Arrangement (SA)

The resulting Supply Arrangement is divided into three parts plus annexes, as follows:

- Part 6A: Supply Arrangement: includes the Supply Arrangement with the applicable clauses and conditions;
- Part 6B: Bid Solicitation: includes the instructions for the bid solicitation process within the scope of the Supply Arrangement and the Model Bid Solicitation; and
- Part 6C: Model Resulting Contract Clauses: includes general information for the conditions which will apply to any contract entered into pursuant to the Supply Arrangement.

Annex to Component II:

Annex A Qualified Categories

(c) Component III – Resulting Standing Offer (SO)

The resulting Standing Offer is divided into three parts plus annexes, as follows:

Part 7A Standing Offer: includes the Standing Offer from the Bidder and the applicable clauses and conditions;

Part 7B Call-up Procedures; and

Part 7C Resulting Contract Clauses: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

Annexes to Component III:

Annex A Qualified Categories and Rates

Annex B Availability Confirmation Form (ACF)

Existing Supply Arrangement Holders who wish to apply for a Standing Offer will be required to complete the SO section in the Data Collection Component in its entirety to match their SA profile and must reflect those categories for which a bidder is already qualified. Bidders wishing to add new SO categories must otherwise comply with the requirements of the solicitation. Canada will not clarify offered rates with the bidder.

2. SUMMARY

- 2.1** This RFSO/RFSA will establish a qualified pool of suppliers to provide Task Based Informatics Professional Services (TBIPS) to locations throughout Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements (the "Services").

Each bid may result in either a Supply Arrangement, a Standing Offer, or both. Suppliers capable of meeting the requirements of this bid solicitation are invited to submit a bid for the Services containing either an arrangement for a Supply Arrangement, or an offer for a Standing Offer, or both.

2.2 Streams

The Services include the following Streams:

Stream 1	Application Services
Stream 2	Geomatics Services
Stream 3	IM/IT Services
Stream 4	Business Management Services
Stream 5	Project Management Services
Stream 6	Cyber Protection Services
Stream 7	Telecommunications Services

Each Stream is further subdivided into single resource categories, or "Categories".

Bids will be evaluated on a Category and Stream basis. It is not necessary to bid for all Streams or for all Categories in a Stream to be issued a SO and/or SA. Therefore, if a bidder wishes to submit a bid for services in only one specific Stream, it may do so; however, if a minimum response is required to obtain a Category or a Stream, that minimum response must be provided in the bid.

2.3 Clients / Identified Users

Any resulting SO and/or SA may be used by any government department or Crown Corporation as described in the [*Financial Administration Act*](#) (as amended from time to time) or any other

party for which the Department of Public Works and Government Services may be authorized to act from time to time under [section 16 of the Department of Public Works and Government Services Act](#) (each a "Client" or "Identified User").

2.4 Standing Offer Period and Supply Arrangement Period

2.4.1 The period of the resultant Standing Offer shall be valid for one year from date of issue of the Standing Offer;

2.4.2 The resultant Supply Arrangements shall be valid from date of SA issuance until such time as Canada no longer deems them necessary.

2.5 Bid Solicitation (RFSO/RFSA)

2.5.1 PLEASE NOTE THAT THIS IS THE FINAL SOLICITATION ("RE-COMPETE") FOR STANDING OFFERS FOR THIS REQUEST FOR STANDING OFFERS/REQUEST FOR SUPPLY ARRANGEMENT (RFSO/RFSA). THE SUPPLY ARRANGEMENT COMPONENT WILL NOT BE AFFECTED BY THIS CHANGE AND WILL CONTINUE TO BE REFRESHED QUARTERLY UNTIL FURTHER NOTICE.

2.5.2 The RFSO/RFSA documents contain all the requirements relating to this bid solicitation. Any other information or documentation provided to or obtained by a bidder from any sources is not relevant. Submission instruction for new and existing SO and/or SA holders are identified at Part 3 – Bid Preparation Instructions.

2.5.3 Canada reserves the right to issue Supply Arrangements to bidders who qualify throughout the entire period of the Supply Arrangement. Evaluations of such arrangements will be processed on a quarterly basis. Due dates for each quarterly evaluation cycle will be posted on GETS until further notice.

2.6 Trade Agreements

This requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada-Chile Free Trade Agreement (CCFTA), Canada-Peru Free Trade Agreement (CPFTA), the Canada - Columbia Free Trade Agreement (CColFTA), and the Canada Panama Free Trade Agreement (CPanFTA) if it is in force.

2.7 Designation as Set Aside

Part of this procurement may be designated by one or more Identified Users as set-aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB). In these specific cases, (i) the procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses, and (ii) as per Article 1802 of the AIT, the AIT does not apply.

To be considered as an Aboriginal Business under the PSAB, see Part 5 to Component I.

3. SECURITY REQUIREMENT

There is a security requirement associated with this bid solicitation. For additional information, see Part 4 - Evaluation Procedures and Basis of Selection, Part 6A - Supply Arrangement, and Part 7A - Standing Offer.

4. DEBRIEFINGS

After issuance of all of the Standing Offers and all Supply Arrangements resulting from the bid solicitation, and also after each subsequent Supply Arrangement refresh evaluation for which a bidder has submitted a bid, a bidder will be notified in writing regarding the outcome of their bid evaluation. Bidders should make a
Component I

request for any additional debriefing to the Offer/Arrangement Authority within 15 working days of receipt of such written notification. The debriefing will be in writing.

5. KEY TERMS

5.1 Task Based Informatics Professional Services or TBIPS refers to services related to a particular activity or initiative required to address a specific Information Technology (IT) need, which are usually associated with a specified set of responsibilities. The tasks involved are finite work assignments which require one or more resources to complete. A task involves a specific start date, a specific end date, and set deliverables. Tasks are usually not large projects, although they may be subsets of a larger project. Tasks may require highly specialized work to be performed requiring a rare or unique skill or knowledge for a short period of time.

5.2 Bidder:

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid containing either an offer for a Standing Offer, an arrangement for a Supply Arrangement, or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

5.3 New Bidder:

A new Bidder refers to a bidder that does not currently hold a valid TBIPS Standing Offer or Supply Arrangement.

5.4 Existing or current SO and/or SA Holder:

An existing Supply Arrangement (SA) Holder is a supplier that currently has a valid TBIPS Supply Arrangement that was awarded as a result of Solicitation EN578-055605/G, and/or EN578-055605/H Period 1, and/or, Period 2, and/or Period 3.

An existing Standing Offer (SO) Holder is a supplier that currently has a valid TBIPS Standing Offer that was awarded as a result of Solicitation EN578-055605/G.

5.5 The Centralized Professional Services System (CPSS) is a web-based system created as part of PWGSC's Professional Services National Procurement Strategy to support a single portal for professional services. It contains information on methods of supply which includes TBIPS, and reflects standardized business rules.

CPSS is comprised of a **Supplier Module**, a **Client Module** and a **Maintenance Module**. The Client Module is used by Government of Canada personnel to process procurement functions. The Maintenance Module is used to administer CPSS and the methods of supply it contains. The Supplier Module allows a supplier through a Main Supplier Contact (as defined below) to:

- (i) create and manage **Contacts** (Contacts are supplier personnel who, using credentials received in response to actions by the Main Supplier Contact are able to input data for the supplier into the Data Collection Component, and view data displayed in the Client Module for use by Government of Canada personnel);
- (ii) input and submit data as part of a solicitation process;
- (iii) track the progress/status of data input against bid solicitation(s) and retrieve the data for use in other solicitations;
- (iv) modify an arrangement as permitted by a solicitation's terms; and
- (v) view information pertaining to that supplier and edit certain elements of that supplier's profile.

5.6 The Data Collection Component or DCC of the CPSS Supplier Module replaces the concept of "Response Templates". The DCC displays information on methods of supply in a "dashboard" format, providing both information that has been submitted by a supplier and information on upcoming and closed solicitations for professional services.

- 5.7** Each supplier must enroll in CPSS and identify a **Main Supplier Contact** or **MSC**. The MSC will receive credentials that enable the MSC to access the Supplier Module, as defined in Article 5.5 above. Enrollment is conducted on-line and can be initiated by a supplier at any time, with a typical response time of minutes to receive credentials, where all the necessary information is received by Canada. Instructions for enrollment in the CPSS Supplier Module and other support on the use of the DCC are available at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>

When participating in any solicitation process that involves the use of the DCC, suppliers are responsible for the input of accurate data. Suppliers must also safeguard the credentials released to the MSC and supplier's Contacts that enable access to the Supplier Module. Canada will not delay or cancel any solicitation or Call-up process due to a supplier's inability to access, modify or validate such credentials, or because of any claim that such credentials were used without proper authorization.

While suppliers normally have the option to submit their tender to Canada in writing directly, by mail or by other means, due to the unique nature of this solicitation, bids submitted in paper copy or by facsimile will not be accepted. Certain aspects of a bidder's bid must be submitted only by electronic transmission, (see Part 3 - Bid Preparation Instructions). Therefore, in order to respond to this bid solicitation, a supplier must enroll in the CPSS Supplier Module and input data in the DCC, as described above. Should a supplier have questions or concerns regarding enrollment or any other aspect of the electronic transmission of data through the DCC, the supplier is encouraged to submit these questions or concerns as early as possible in the bid solicitation period, in accordance with the Article titled "Enquiries - Request for Bids".

PART 2 - BIDDER INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

Pursuant to the [Department of Public Works and Government Services Act \(S.C. 1996, c. 16\)](#), the instructions, clauses and conditions identified in the RFSO/RFSa and resulting SO and/or SA by number, date and title are incorporated by reference into and form part of the RFSO/RFSa and resulting SO and/or SA as though expressly set out in the RFSO/RFSa and resulting SO and/or SA.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation (including its Attachments) and accept the clauses and conditions of the SO, SA and resulting contract(s).

1.1 Standard Acquisition Clauses and Conditions ([SACC](#)) Manual Clauses

- (a) M0019T (2007-05-25) Firm Price and/or Rates
- (b) M0222T (2016-01-28) Evaluation of Price (for SO only)
- (c) S0030T (2014-11-27) Financial Viability

1.2 Standard Instructions (Applies to RFSO/RFSa bid Solicitation)

Standard Instructions - Competitive Requirements - Request for Supply Arrangements and Standing Offers, included at Attachment D to Component I, form part of this bid solicitation.

1.3 Bid Participation

Although this solicitation may result in a Bidder receiving a Standing Offer, a Supply Arrangement, or both, a Bidder's bid must contain its response to all the requirements of this bid solicitation. The bid may include an offer for a Standing Offer and/or an arrangement for a Supply Arrangement in some or all Tiers, Regions, Metropolitan areas, Streams and/or Categories; however, a Bidder may not submit a second bid for the same Tier, Region, Metropolitan areas, Streams and/or Categories.

One legal entity may participate in the submission of:

- (i) one bid from the legal entity alone, or
- (ii) one bid from the legal entity and one bid submitted in a joint venture, or
- (iii) two bids submitted in joint venture.

More than two bids generated from the same legal entity is not permitted in response to this solicitation.

If a legal entity participates in more than two bids, Canada will choose in its discretion which two bids to consider.

Each bid will be evaluated independently without regard to other bids submitted and, therefore, every bid submitted must be complete.

2. SUBMISSION OF BIDS

This is a paperless bid submission process. Due to the unique nature of this solicitation, bids submitted in paper copy or by facsimile will not be accepted. Bids must be submitted only in the following manner:

- (i) Electronically through the Data Collection Component (DCC) of the CPSS portal by the closing date and time indicated on Page 1 of the RFSO/RFSa; and
- (ii) Via email upon request by Canada. After the solicitation closing date, Canada will inform the Bidder by email, of a time frame within which to submit the required information. Failure to submit the required information within the time frame provided will render the bid non-responsive.

Refer to the "Submission Grid" in Part 3 for detailed submission information.

3. ENQUIRIES – REQUEST FOR BIDS

All enquiries must be submitted in writing to the Offer/Arrangement Authority no later than fifteen (15) calendar days before the bid solicitation 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 questions or may request that bidders do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

Where to Direct Enquiries: All enquiries and other communications with government officials relating to this re-compete bid solicitation are to be directed ONLY to the following email Address:

Email Address: RCNMDAI.-NCRIMOS@tpsgc-pwgsc.gc.ca

4. FORMER PUBLIC SERVANT - NOTIFICATION

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, Contracting Policy Notice 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

5. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - NOTIFICATION

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) (ESDC) Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on ESDC's-Labour's website.

6. APPLICABLE LAWS

A Standing Offer and any contract resulting from the Standing Offer, as well as a Supply Arrangement and any contract awarded under it, must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.

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 under "Applicable Laws" in the Supplier Profile section of the CPSS Supplier Module. To access CPSS, follow the link: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidder.

PART 3 - BID PREPARATION INSTRUCTIONS

1. BID PREPARATION INSTRUCTIONS

- 1.1 Canada requires that bidders submit their bid as an electronic submission through the Data Collection Component (DCC) of the CPSS, and submit the supporting information via email upon request by Canada. Specifically, bidders must submit as follows:

Section I Technical Bid: Bidders must submit their bid through the DCC of the Supplier's Module of the CPSS by the solicitation closing date and time indicated on Page 1 of the RFSO/RFSA as detailed in Attachment A to Component I.

Section II Financial Bid: Bidders must submit their Financial Bid for the RFSO through the DCC. Only information submitted through the DCC will be considered for the Financial Bid.

Section III Certifications: Bidders must submit the required Certifications via email upon request by Canada, as detailed in Part 5 to Component I, and in the Submission Grid (below).

- 1.2 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. Refer to the Policy on Green Procurement available at <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>.

- 1.3 The Data Collection Component (DCC) of the Supplier's Module of the CPSS

Bidders must submit their financial bids and their technical bids as specified in this Part 3 through the DCC of the Supplier's Module of CPSS available at <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>.

For instructions and more information on the DCC, refer to:

- (i) Guide to CPSS Supplier Module for Technical and Financial Responses located in Attachment C to Component I.
- (ii) "Easy Steps – for Data Collection Component" available at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/espfccd-sesdcc-eng.html>

Note to Bidders:

- To submit the DCC bid, you must select <Submit Response>.
- The <Save Response> does NOT submit your bid.
- Failure to submit the bid through the DCC will result in the bid being declared non responsive.
- The DCC bid submission can only be done by the Main Supplier Contact.

1.4 Submission Grid

The purpose of the following grid is to assist Bidders with their bid preparation and bid submission. As the status and circumstances of each bidder is unique, it is the responsibility of each bidder to read all documents related to this solicitation, and to ensure that all mandatory criteria, certifications, and elements required for bid validity are met in their bid submission. Where in the Submission Grid the symbol "&" is used, it means that the Bidder must submit the information requested through both methods.

The following terms are used below:

DCC: The Bidder must input information, as applicable, into the Data Collection Component: Suppliers' Module of CPSS.

Email: The bidder must submit the information via email upon request by Canada.

Grandfather Certification: The Existing SA and/or SO Holder must submit the completed and signed Grandfather Certification via email upon request by Canada.

SUBMISSION GRID

Column A	Column B	Column C	Column D
	<u>New TBIPS Bidder</u> (Bidder is not a current TBIPS Holder)	<u>Existing TBIPS Holder:</u> The Bidder is NOT changing the Technical Offer already on file from the previous TBIPS Solicitation	<u>Existing TBIPS Holder:</u> The Bidder IS applying for additional Tier(s) and/or, Category(ies), or is otherwise modifying their Technical Offer already on file from the previous TBIPS Solicitation
SECTION I TECHNICAL BID			
Supplier Profile	DCC	DCC	DCC
Region & Metropolitan Area selection	DCC	DCC	DCC
Mandatory M.1 Financial Certification	DCC & Email	DCC & Grandfather Certification	DCC & Grandfather Certification
Mandatory M.2 Minimum Years in Business	DCC & Email	DCC & Grandfather Certification	DCC & Grandfather Certification
Mandatory M.3 Insurance Requirements	DCC or DCC & Email (if applying for Tier2)	DCC & Grandfather Certification	DCC & Grandfather Certification or DCC & Email (if applying for Tier 2)
Mandatory M.4 Total Cumulative Value Billed	DCC & Email	DCC & Grandfather Certification	DCC & Grandfather Certification or DCC & Email (if applying for higher Tier) Note: SO is the lowest tier, followed by the SA Tier 1. The SA Tier 2 is the highest tier.
Mandatory M.5 Identification of Categories *see note below	DCC	DCC & Grandfather Certification	DCC & Grandfather Certification
SECTION II FINANCIAL BID			
Financial Offer (for the RFSO only)	DCC	DCC	DCC
SECTION III CERTIFICATIONS			
Bidder's Statement (All Bidders)	DCC & Email	DCC & Email	DCC & Email
Grandfather Certification (Existing Holders)	N/A	DCC & Email	DCC & Email
Aboriginal Business Certification	DCC	DCC	DCC
Former Public Servant	DCC	DCC	DCC
Federal Contractors Program (FCP) for Employment Equity	DCC	DCC	DCC
Integrity Provision Certification	DCC & Email	DCC & Email	DCC & Email
Security	DCC	DCC	DCC

Note regarding M.5 Identification of Categories: Failure to submit the required details for M.5 through the DCC bid by the closing date will render the bid non-responsive.

SECTION I: TECHNICAL BID

Bidders must identify in their bid the Categories, Stream(s), Regions, Metropolitan area(s) and Tier(s) [if applicable] for which they wish to be considered.

This bid solicitation will award Standing Offers and Supply Arrangements based upon an evaluation that does not assess the personnel that may be provided by the bidder after the award of a Standing Offer or Supply Arrangement. As it does not require the submission of individual resources, resumes are not requested and should not be submitted with a Bidder's bid.

SECTION II: FINANCIAL BID

A financial bid must be submitted for a bid containing an offer for a Standing Offer.

Bidders must submit their financial bid through the DCC, in accordance with this solicitation. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a firm, all inclusive rate quoted in Canadian dollars in each cell requiring an entry in the DCC.

A financial bid must be completed for each Region and Metropolitan Area (if applicable) for which the Bidder is proposing to offer a Category of Work.

SECTION III: CERTIFICATIONS

Bidders must submit all of the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and RFSO financial evaluation criteria. There are several steps in the evaluation methodology, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two working days (or a longer period if specified in writing by the Offer/Arrangement Authority) to provide the necessary information to Canada. **Failure to meet this deadline will result in the bid or a part thereof being declared non-responsive, unless the Offer/Arrangement Authority grants an extension in his or her sole discretion.**

1.1 Technical Evaluation

The mandatory technical evaluation criteria for the provision of the Services under the Standing Offer and the Supply Arrangement are included in Attachment A to Component I.

1.2 Financial Evaluation

The financial evaluation criteria for the provision of the Services under the Standing Offer are included in Attachment B to Component I. The Financial Evaluation does not apply to the Supply Arrangement.

2. BASIS OF SELECTION

All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement applicable to the offer and/or arrangement will be considered non-responsive for that offer and/or arrangement. The evaluation steps are as follows:

Step 1 – Technical Evaluation: Each bid will be reviewed to determine if it contains an offer for a Standing Offer, an arrangement for a Supply Arrangement, or both, that meets the mandatory requirements set out in Attachment A, Mandatory Technical Evaluation Criteria.

Within each bid, an offer must comply with the requirements of the bid solicitation and meet all mandatory requirements of Attachment A to Component I to be declared responsive to the requirement for a Standing Offer.

Within each bid, an arrangement must comply with the requirements of the bid solicitation and meet all mandatory requirements of Attachment A to Component I to be declared responsive to the requirement for a Supply Arrangement.

Step 2 – Financial Evaluation (Standing Offer Only): Each offer meeting the mandatory requirements for the Standing Offer technical evaluation will be evaluated in accordance with the financial requirements identified in Attachment B to Component I, Standing Offer Financial Evaluation.

Step 3 -- Selection and Issuance of Supply Arrangements and Standing Offers:

Each technically and financially responsive offer will be recommended for issuance of a Standing Offer on the terms stated in Component III.

Each technically responsive arrangement will be recommended for the issuance of a Supply Arrangement on the terms stated in Component II.

Where an Aboriginal Bidder qualifies for both an Aboriginal and Non-Aboriginal Standing Offer, only one Standing Offer will be awarded.

Where an Aboriginal Bidder qualifies for both an Aboriginal and Non-Aboriginal Supply Arrangement, only one Supply Arrangement will be awarded.

3. SECURITY REQUIREMENT

- 3.1** Before issuance of a Standing Offer or a Supply Arrangement the Bidder must hold a valid organization security clearance as indicated in Part 6A - Supply Arrangement or Part 7A - Standing Offer, as applicable. If the Bidder is a joint venture, all joint venture members must hold at least a valid DOS issued by the Canadian Industrial Security Directorate (CISD), PWGSC.
- 3.2** Canada will not delay the issuance of any Standing Offer or Supply Arrangement to allow bidders to obtain the required clearance. However in respect of a Supply Arrangement, should a Bidder receive its required clearance while all other requirements of the bid solicitation have been met and its bid is still valid, Canada will consider awarding a Supply Arrangement to that Bidder.
- 3.3** Bidders who have not yet received their DOS clearance from CISD by the date that the Offer/Arrangement Authority has issued any Standing Offer as a result of this solicitation will be considered non-responsive to this bid solicitation's requirements for the issuance of a Standing Offer.
- 3.4** Bidders may request that the Offer/Arrangement Authority consider security sponsorship of their candidacy as follows:
 - (i) Bidders that are seeking sponsorship for the initial DOS clearance are to submit their request through their DCC submission by the closing date.
 - (ii) Bidders who currently have DOS clearance can request sponsorship for an upgrade to either FSC Secret, or Document Safeguarding Protected Level B through their DCC submission by the closing date.
 - (iii) The fact that Canada has proceeded with a security sponsorship application does not mean that Canada has conclusively determined that the Bidder has successfully passed the technical evaluation.

PART 5 – CERTIFICATIONS

Bidders must submit the required certifications to be issued a Standing Offer and/or a Supply Arrangement. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications which the bidders submit to Canada is subject to verification by Canada during the bid evaluation period before the issuance of a Standing Offer or a Supply Arrangement, and after such issuance. The Standing Offer/Supply Arrangement Authority will have the right to ask for additional information to verify a bidder's compliance with the certifications before such issuance. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Offer/Arrangement Authority for additional information will also render the bid non-responsive.

CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER AND/OR SUPPLY ARRANGEMENT

The following certifications should be submitted through the DCC bid, and must be submitted via email upon request by Canada as stated below. If any of these required certifications is not completed and submitted as requested, the Standing Offer/Supply Arrangement Authority will so inform the Bidder and provide a time frame within which to meet the requirement. Failure to comply with the request of the Offer/Arrangement Authority and meet the requirement within that time period will render the bid non-responsive.

1. THE GRANDFATHER CERTIFICATION (existing SO/SA Holders only)

Existing SA and/or SO Holders who wish to rely on information already on file with the Offer/Arrangement Authority to demonstrate compliance in their bid with a mandatory criteria of this bid solicitation, should enter this Grandfather Certification through the DCC bid by the closing date and must submit the completed certification via email upon request by Canada.

The Bidder certifies that, in respect of each of the following mandatory requirement(s), for its (initial one or both)

Standing Offer Initial: _____
Supply Arrangement Initial: _____

- (i) it meets the mandatory requirement as of the date of bid submission. and;
- (ii) there exists information on file with the Offer/Arrangement Authority demonstrating that the Bidder currently holds a valid TBIPS SA and/or SO and;
- (iii) all such information remains true, accurate and unchanged, and may be used for the purposes of this solicitation; and
- (iv) since the date the mandatory or certification was first met (as evidenced by the date of issuance of the SA and/or SO), the Bidder has continuously met at the date of bid submission all the qualification requirements related to the supply arrangement and/or standing offer necessary to remain an Offeror of the Services, and no arrangement or offer has been canceled by PWGSC or withdrawn by the Bidder

M.1 Financial Certification: _____ (initial)
M.2 Minimum Number of Years in Business: _____ (initial)
M.3 Insurance Requirements: _____ (initial)
M.4 Total Cumulative Value Billed: _____ (initial)
M.5 Identification of Categories listed by the Bidder as "currently substantiated" in the DCC _____ (initial)

Signature: _____ Date: _____
Print Name: _____
Legal Name of Bidder: _____

2. THE BIDDER'S STATEMENT (ALL BIDDERS)

All bidders should enter the following "Bidder's Statement" certification through the DCC bid by the closing date and must sign and submit this certification via email upon request by Canada.

We certify that all statements made with regard to these requirements are accurate and factual, and we are aware that the Department of Public Works and Government Services Canada reserves the right to verify any information provided in this regard. Untrue statements may result in the Offeror's proposal being declared non-compliant in its entirety, current TBIPS SO/SA Holders becoming ineligible to receive further solicitations, and any other action which Canada may consider appropriate.

Signature: _____ Date: _____
Print Name: _____
Legal Name of Bidder: _____

3. ABORIGINAL BUSINESS CERTIFICATION

(i) Set-Aside Program for Aboriginal Business

Information on the Eligibility for Aboriginal Procurement Set Aside is available at [Indigenous and Northern Affairs Canada](#).

(ii) Aboriginal Business Certification

Bidders seeking to qualify for an Aboriginal Standing Offer/Supply Arrangement should enter this certification through the DCC bid by the closing date.

4. INTEGRITY PROVISIONS – RELATED DOCUMENTATION, AND CRIMINAL CHARGES AND CONVICTIONS (All Bidders)

A. INTEGRITY PROVISIONS - Related Documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in full compliance with the Integrity Provisions clause of Attachment D, Section 01 of the Standard Instructions - Request for Standing Offers and Supply Arrangements - Competitive Requirements. The related documentation required will assist Canada in confirming that the certifications are true.

Bidders should enter this certification through the DCC bid by the closing date and must provide the following information via email upon request by Canada:

- (i) Bidders that are corporate entities, including those submitting a bid as joint ventures, must provide a complete list of names of all the current directors or, for a privately owned corporation, the names of the owners of the corporation;
- (ii) Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- (iii) Bidders that are a partnership do not need to provide a list of names.

B. Criminal Charges and Convictions:

In accordance with the [Ineligibility and Suspension Policy](#), within ten days after the closing date of this solicitation, an [Integrity Declaration Form](#) must be submitted **only when:**

- (i) the bidder, one of its affiliates or a proposed first-tier subcontractor has been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the [Ineligibility and Suspension Policy](#) (the "Policy"); and/or
- (ii) the bidder is unable to provide any of the certifications required by the Integrity Clauses.

Instructions for submitting an Integrity Declaration Form:

- (i) Complete the Integrity Declaration Form;
- (ii) Put the completed Form in a sealed envelope labeled, "Protected B", and address it to:
Integrity, Departmental Oversight Branch
Public Works and Government Services Canada
11 Laurier Street, Place du Portage, Phase III, Tower A, 10A1 – room 105
Gatineau (Québec), Canada K1A 0S5
- (iii) Put the sealed envelope labeled "Protected B" inside a second envelope and mail it to:
TBIPS Standing Offer/Supply Arrangement Authority
Solicitation: TBIPS EN578-170432/A
11 Laurier Street, Place du Portage, Phase III, Tower C, 4C1
Gatineau (Québec), Canada K1A 0S5

5. FEDERAL CONTRACTORS PROGRAM (FCP) FOR EMPLOYMENT EQUITY (ALL BIDDERS)

The Bidder should enter this certification through the DCC bid by the closing date.

The FCP for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada - Labour to implement employment equity. In the event that this SO and/or SA would lead to a contract subject to the FCP for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the FCP for employment equity can be found on Employment and Social Development Canada (ESDC) - Labour's website.

6. FORMER PUBLIC SERVANT (ALL BIDDERS)

Bidders should enter this certification through the DCC bid by the closing date.

The Bidder's status with respect to being a former public servant in receipt of a pension or a lump sum payment will be posted on the TBIPS website.

This information may also be reported on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, [Contracting Policy Notice 2012-2](#), [Guidelines on the Proactive Disclosure of Contracts](#), and [SACC M3025T \(2014-11-27\)](#).

ATTACHMENT A TO COMPONENT I

MANDATORY TECHNICAL EVALUATION CRITERIA FOR THE STANDING OFFER AND THE SUPPLY ARRANGEMENT

All Bidders must submit their online bid through the Data Collection Component (DCC) of the Centralized Professional Services System (CPSS) by the closing date and time as indicated on Page 1 of the Solicitation. All Bidders must submit the supporting information via email upon request by Canada.

All Bidders must meet the mandatory requirements set out in this Attachment A by:

- (a) demonstrating through the submission of proof in their bid that they meet the mandatory requirement, and
- (b) where permitted, providing by email upon request by Canada, the Grandfather Certification in Part 5 to Component 1 of this Solicitation, signed by either its Chief Financial Officer, Chief Executive Officer or the Bidder's duly authorized representative. While a bid may incorporate by reference information already on file, all the requirements of this bid solicitation must be met by each Bidder by the closing date unless otherwise specified.

By submitting an arrangement, Bidders are indicating that they consider themselves to be fully compliant in accordance with the mandatory requirements of this Attachment A, and will agree to the supply arrangement terms and conditions identified in Component II if a supply arrangement is issued to them.

By submitting an offer, Bidders are indicating that they consider themselves to be fully compliant in accordance with the mandatory requirements of this Attachment A, and will agree to the standing offer terms and conditions identified in Component III if a standing offer is issued to them.

The following definitions apply to the evaluation of bids:

An "Outside Client" is a legal entity that is not a parent, subsidiary or affiliate of a Bidder or of a member of a joint venture Bidder.

"Informatics Professional Services" are professional services provided by the Bidder in support of an information technology or information management project or contract.

Mandatory Requirements are as follows:

- M.1 Financial Certification
- M.2 Minimum Years in Business
- M.3 Insurance Requirements
- M.4 Total Cumulative Value Billed (TCVB)
- M.5 Identification of Categories

M.1 FINANCIAL CERTIFICATION:

The Bidder must have earned a gross business volume in sales in the amount of at least \$250,000 CDN in the last fiscal year ending not more than twelve months immediately prior to the closing date.

1. To demonstrate this requirement, the Bidder must certify that it meets this mandatory requirement through its DCC bid; and
 - a) submit via email upon request by Canada, a signed copy of the M.1 Financial Certification from either its Chief Financial Officer, Chief Executive Officer or the Bidder's duly authorized representative; or
 - b) submit via email upon request by Canada, the Grandfather Certification in Part 5 to Component 1 of this bid solicitation, if the Bidder currently holds a valid TBIPS SO and/or SA and does not wish to modify its qualification against this criterion.

- c) submit the information in M.1, 1.a) above if the Bidder currently holds a valid TBIPS SO and/or SA and wishes to modify its qualification against this criterion.
2. The Bidder acknowledges that PWGSC reserves the right to verify that this Financial Certification was true as of the closing date by requesting additional financial information from the Bidder or by other means, at any time prior to standing offer and/or supply arrangement award or during its performance, and that untrue statements will result in the offer and/or arrangement being considered non-responsive or any other action which the Minister may consider appropriate, including the suspension, withdrawal or set-aside of the Bidder's offer and/or arrangement once a standing offer and/or supply arrangement has been awarded.
3. If the Bidder is a joint venture, the Financial Certification must be provided by at least one member of the joint venture.

M.2 MINIMUM YEARS IN BUSINESS:

The Bidder must have carried on business as the same legal entity for a minimum of three years as of the closing date.

1. To demonstrate that it meets this requirement, the Bidder must enter the "Established On" date in its DCC bid; and
 - a) submit via email upon request by Canada, the documented proof of its status (such as a certificate of incorporation, business registration or tax returns confirming the number of years it has been in business); or
 - b) submit via email upon request by Canada, the Grandfather Certification in Part 5 to Component 1 of this bid solicitation if the Bidder currently holds a valid TBIPS SO and/or SA and does not wish to modify its qualification against this criterion; or
 - c) submit the information in M.2, 1.a) above if the Bidder currently holds a valid TBIPS SO and/or SA and wishes to modify its qualification against this criterion.
2. If the Bidder is a joint venture, each member of the joint venture must meet the requirement.
3. If the Bidder has been incorporated or otherwise created less than three years before the closing date as the result of a corporate change under which it has in law assumed all of the assets, undertaking, operational capability, skills and resources of other legal entities, Canada will consider the three year minimum requirement to be met if the Bidder demonstrates to Canada's satisfaction that:
 - a) the Bidder has been incorporated or otherwise created as the result of a corporate change under which it has in law assumed all of the assets, undertaking, operational capability, skills and resources of other legal entities;
 - b) each of the other legal entities carried on business, uninterrupted and in the normal course, for at least three years;
 - c) the Bidder has carried on the business of all of the other legal entities in the normal course, uninterrupted from and after the date of the corporate change;
 - d) the corporate change was solely for tax or other purposes unrelated to the business of the other legal entities and does not affect the ability of the Bidder to carry on the business that had been carried on by the other legal entities; and
 - e) the Bidder, as at the closing date, maintains the same assets, undertaking, operational capability, skills and resources as the other legal entities had maintained before the corporate change.

In these circumstances, Canada may require from the Bidder a legal opinion from an independent law firm stating that the Bidder meets all of the above requirements. Canada

reserves the right to require other details and material to verify that the above requirements are met. If Canada is not satisfied that the above requirements have been met, the Bidder's offer and/or arrangement will be considered non-responsive. Canada reserves the right to request proof of any information provided by the Bidder. If the information cannot be validated, the Bidder's offer and/or arrangement will be considered non-responsive.

M.3 INSURANCE REQUIREMENTS:

Standing Offer

There is no mandatory insurance requirement to be satisfied in order to be awarded an SO. The Bidder certifies that if awarded a TBIPS SO, the Bidder will meet the mandatory insurance requirement as set out in individual call-ups issued against the TBIPS SO.

SA Tier 1

There is no mandatory insurance requirement to be satisfied in order to be awarded an SA Tier 1.

The Bidder certifies that if awarded a TBIPS SA Tier 1, the Bidder will meet the mandatory insurance requirement as set out in individual RFP's issued against the TBIPS SA Tier 1.

SA Tier 2

To qualify for an SA Tier 2, the Bidder must hold a minimum \$2M Commercial General Liability insurance coverage as of the closing date.

1. To demonstrate the SA Tier 2 insurance requirement, the Bidder must certify that it meets this mandatory requirement through its DCC bid; and
 - a) submit via email upon request by Canada, a certificate of insurance effective as of the closing date; or
 - b) submit via email upon request by Canada, the Grandfather Certification in Part 5 to Component 1 of this bid solicitation if the Bidder currently holds a valid TBIPS SA Tier 2 and does not wish to modify its qualification against this criterion; or
 - c) submit the information in M.3, 1.a) above if the Bidder currently holds a valid TBIPS SO and/or SA Tier 1 and wishes to modify its qualification against this criterion.
2. If the Bidder is a joint venture, it may satisfy these insurance requirements with either (i) a single policy that satisfies the requirements of this solicitation in the name of the joint venture as the insured party, providing coverage to all members of the joint venture each of which must also be included as an additional named insured, or (ii) separate policies that each satisfy the requirements of this solicitation in the name of each member of the joint venture as the insured party.

M.4 TOTAL CUMULATIVE VALUE BILLED (TCVB)

Within the last three years immediately prior to the closing date, the Bidder must have provided Informatics Professional Services to Outside Clients above the following minimum billing thresholds:

- a) **To qualify for SO:** The Bidder must have invoiced for Informatics Professional Services a total cumulative value billed (TCVB) of a minimum of \$1.0 million; and
- b) **To qualify for SA Tier 1:** The Bidder must have invoiced for Informatics Professional Services a total cumulative value billed (TCVB) of a minimum of \$1.5 million; and
- c) **To qualify for SA Tier 2:** The Bidder must have invoiced for Informatics Professional Services a total cumulative value billed (TCVB) of a minimum of \$12 million.

1. To demonstrate this requirement, the Bidder must certify that it meets this mandatory requirement through its DCC bid; and
 - a) submit via email upon request by Canada, billing details such as: Invoice Date, Contract/Project Title, Contract/Project Number, Start Date, End Date, Amount Billed (for Informatics Professional Services only), and Description of the Services Performed, or any information relevant to invoicing that is/was used to refer to such project(s) by the client(s) or by the Bidder's accounts payable. (Please note that this information cannot be entered into the DCC of CPSS and must be submitted by email upon request by Canada. Canada requests that the information be provided in a word processing document (such as EXCEL) or table as suggested below); or

Invoice Date	Contract/Project Title	Contract/Project Number	Start Date	End Date	Amount Billed (IPS only)	Description of the Services Provided	The Bidder warrants that the total amount to the subsidiary does not exceed 50% of the TCVB. Indicate "Confirmed"

- b) submit via email upon request by Canada, the Grandfather Certification in Part 5 to Component 1 of this bid solicitation if the Bidder currently holds a valid TBIPS SO and/or SA and does not wish to modify its qualification against this criterion; or
 - c) submit the information in M.4,1.a) above if the Bidder currently holds a valid TBIPS SO and/or SA and wishes to modify its qualification against this criterion.
2. If the Bidder is a joint venture, invoices demonstrating experience provided previously by any joint venture member will be counted towards the TCVB.
3. If the Bidder is a parent company, invoices demonstrating experience provided previously by any wholly owned subsidiary will be counted towards the TCVB, so long as such invoice total amount makes up no more than 50% of the total TCVB.
4. If the Bidder is a subsidiary, invoices demonstrating experience previously provided by the parent company will not be counted towards the TCVB.

M.5 IDENTIFICATION OF CATEGORIES

The TBIPS category descriptions are located on the web page "[Requirements for Services](http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html)" available at <http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>.

For each Category being offered, a Bidder must have provided Informatics Professional Services that closely match the services outlined for that Category as described on the web page the [Requirements for Services](#) noted above. The Informatics Professional Services must have been previously provided as required to an Outside Client within the last three years immediately prior to the closing date.

1. To demonstrate this requirement, the Bidder must provide for each such Category a reference from a person who has never been employed by or acted as a consultant for the Bidder who can substantiate that the Informatics Professional Services were provided as required.

The Bidder must submit its bid through the DCC of the CPSS by the closing date; and

- a) submit reference details for the Category within the M.5 part of the DCC by the closing date. That proposed Category will be subject to a reference check process. [Reference details submitted in paper copy, by facsimile, or by email will not be accepted]; or

- b) submit via email upon request by Canada, the Grandfather Certification in Part 5 to Component 1 of this bid solicitation if the Bidder currently holds a valid TBIPS SO and/or SA and does not wish to modify its qualification against this criterion; or
- c) submit the information in M.5, 1.a) and 1.b) above if the bidder currently holds a valid TBIPS SO and/or SA and wishes to modify its qualification against this criterion.

Important Notes:

- All Bidders must submit the required information for M.5 through their DCC bids by the closing date. Failure to do so will result in the bid being declared non-responsive.
 - Existing SO and/or SA Holders, whether bidding for new categories or not, must submit their bids through the DCC by the closing date and must submit the completed Grandfather Certification via email upon request by Canada.
 - It is the Bidder's responsibility to input and verify information in the DCC.
2. Where the bidder is a joint venture, each member must have previously provided at least one of the Categories proposed. Where the Bidder is a parent company, Canada will consider Categories previously provided and resources billed by a subsidiary. Where the bidder is a subsidiary, Canada will not consider Categories previously provided or resources billed by the parent company.
 3. An existing SO and/or SA Holder cannot re-substantiate a grandfathered category from a previous solicitation if that Category was awarded as 'substantiated'. For example: A Bidder is currently qualified for a Category A.1 as 'substantiated'. The Bidder cannot re-qualify for A.1 as 'substantiated' through this bid submission. The Bidder would identify Category A.1 as 'currently substantiated' in its DCC bid.

However, an existing SO and/or SA Holder can substantiate a grandfathered category from a previous solicitation if that Category was awarded as 'unsubstantiated'. Any reference submitted for such a Category will be evaluated, and the result of the evaluation will prevail over the information provided in a previous solicitation.
 4. To be awarded a Stream within an applicable Tier, the minimum number of Categories within the Stream as detailed in the table below must be capable of reference substantiation:

CATEGORIES		Minimum Number of Substantiated Positive References	
STREAM #1 Application Services		SO/Tier 1	Tier 2
A.1 Application/Software Architect	A.10 Test Coordinator	6	9
A.2 ERP Functional Analyst	A.11 Tester		
A.3 ERP Programmer Analyst	A.12 WEB Architect		
A.4 ERP System Analyst	A.13 WEB Designer		
A.5 ERP Technical Analyst	A.14 WEB Developer		
A.6 Programmer/Software Developer	A.15 WEB Graphics Designer		
A.7 Programmer/Analyst	A.16 WEB Multimedia Content Consultant		
A.8 System Analyst	A.17 Webmaster		
A.9 System Auditor			
STREAM #2 Geomatic Services		SO/Tier 1	Tier 2
G.1 Geomatics Analyst	G.7 GIS Programmer/Analyst		
G.2 Geomatics Specialist	G.8 GIS Project Manager		

G.3 GIS Applications Analyst	G.9 GIS System Architect	4	6
G.4 GIS Applications Architect	G.10 GIS Web Mapping Developer		
G.5 GIS Data Architect	G.11 Mapping Technician		
G.6 GIS Infrastructure Architect			
STREAM #3 IM/IT Services		SO/Tier 1	Tier 2
I.1 Data Conversion Specialist	I.7 Platform Analyst	4	6
I.2 Database Administrator	I.8 Storage Architect		
I.3 Database Analyst/IM Administrator	I.9 System Administrator		
I.4 Database Modeller/IM Modeller	I.10 Technical Architect		
I.5 IM Architect	I.11 Technology Architect		
I.6 Network Analyst			
STREAM #4 Business Services		SO/Tier 1	Tier 2
B.1 Business Analyst	B.8 Call Centre Consultant	5	7
B.2 Business Architect	B.9 *Courseware Developer		
B.3 Business Consultant	B.10 Help Desk Specialist		
B.4 Business Continuity/Disaster Recovery Specialist	B.11 *Instructor, IT		
B.5 Business Process Re-engineering (BPR) Consultant	B.12 Network Support .Specialist		
B.6 Business System Analyst	B.13 Operations Support .Specialist		
B.7 Business Transformation Architect	B.14 Technical Writer		
* B.9 Courseware Developer and B.11 Instructor, IT are to be used in TBIPS SO/SA requirements where the Category constitutes a minor portion of the work only. Requirements primarily focused on these two (2) Categories must be processed using the Learning Services Standing Offer E60ZH-070003			

STREAM #5 Project Management Services		SO/Tier 1	Tier 2
P.1 Change Management Consultant	P.8 Project Leader	4	6
P.2 Enterprise Architect	P.9 Project Manager		
P.3 HR Consultant	P.10 Project Scheduler		
P.4 Organizational Development Consultant	P.11 Quality Assurance Specialist/Analyst		
P.5 Project Executive	P.12 Risk Management Specialist		
P.6 Project Administrator	P.13 Independent IT Project Review Team Leader		
P.7 Project Coordinator	P.14 Independent IT Project Reviewer		
STREAM #6 Cyber Protection Services		SO/Tier 1	Tier 2

C.1 Strategic IT Security Planning and Protection Consultant	C.10 IT Security Installation Specialist	6	9
C.2 IT Security Methodology, Policy and Procedures	C.11 IT Security VA Specialist		
C.3 IT Security TRA and C&A Analyst	C.12 Incident Management Specialist		
C.4 IT Security Product Evaluation Specialist	C.13 Physical IT Security Specialist		
C.5 PKI Specialist	C.14 IT Security R&D Specialist		
C.6 IT Security Engineer	C.15 Computer Forensics Specialist		
C.7 IT Security Design Specialist	C.16 PIA Specialist		
C.8 Network Security Analyst	C.17 EMSEC Security Specialist		
C.9 IT Security Systems Operator			
STREAM #7 Telecommunications Services		SO/Tier 1	Tier 2
T.1 Radio Frequency (RF) Systems Specialist	T.6 Telecommunication System Specialist	4	6
T.2 Satellite Communication Specialist	T.7 Antenna Structure Engineer		
T.3 Telecommunication Cable Plant Designer	T.8 Radio Frequency (RF) Engineer		
T.4 Telecommunication Technician	T.9 Lineman Technician		
T.5 Private Branch Exchange (PBX) Technologist			

5. For each Category, substantiating information will be obtained based on an email containing the following information, sent to the reference indicated in the bid:
- "Company Name" submitted a bid to the department of "Public Works and Government Services Canada (PWGSC) to provide informatics professional services to the Canadian Federal government.

They provided your name as the project reference that could confirm that they provided informatics professional services to your client organization that closely match the TBIPS Categories listed in the table below between (date) and (date). [Category descriptions are available on the TBIPS website available at: <http://www.tpsgc.gc.ca/app-acq/sptb-tbps/categories-eng.html>]

For each category, please provide one of the three following responses:

- Yes** = Yes, the Bidder has provided my organization with the service(s) described above between (date) and (closing date).
- No** = No, the Bidder has not provided my organization with the service(s) described above between (date) and (closing date).
- U** = I am unwilling or unable to provide any information about the listed services.
[Note: If you are or have been employed by or acted as a consultant for the Bidder, this option "U" is the most appropriate response]

Please contact me should you have any questions regarding this reference verification process."

6. The response received from a reference will be used to determine the inclusion in the arrangement of each Category as follows:
- (i) The reference indicates a "Yes" relating to the Category requested: This substantiates the Category and the Bidder's offer and/or arrangement will include that Category if all other requirements are met.
 - (ii) The reference indicates a "No" or "U" relating to a Category requested: This does not substantiate the reference and that particular Category will not be included in the Bidder's offer and/or arrangement.
 - (iii) In the event that no response is received from the reference by the due date stated in the original email: A second email will be sent to the reference requesting that they respond to the questions stated. If no response is received to the second request by the date indicated in the email, the evaluation team will follow-up with a telephone call to the reference. If a response is not received by the time and date established by the evaluation team, that particular Category will not be included in the Bidder's offer and/or arrangement.
 - (iv) Indication is received via return email that the original email sent to the reference was improper because the email address is no longer valid, or the reference is absent for a period of time. The evaluation team will contact the Bidder to ask for the contact particulars for a replacement reference within the same organization. The reference request will then be sent out to the replacement reference in accordance with article (5) above.

7. Separate from the Categories awarded to a bidder as a result of the process outlined for M.5 above, a bidder may also propose to offer unsubstantiated Categories for which it provides no reference information in its bid. Those Categories will be accepted for inclusion into the Bidder's arrangement in accordance with the following process:

- (i) the minimum number of substantiated Categories specified in M.5 1(a) or 1(c) above must be met;
- (ii) the unsubstantiated Categories will not be counted towards the minimum number of Categories required to qualify for a Stream;
- (iii) the unsubstantiated Categories submitted through this bid process can only be awarded against Categories substantiated through this bid process; and
- (iv) in any given Stream, the number of unsubstantiated Categories accepted will be no more than 50% of the number of Categories substantiated through this bid process.

In their bid, a bidder must prioritize their requested unsubstantiated Categories in the DCC. Should the number of Categories substantiated through reference checks made during this solicitation's evaluation process not be sufficient to allow for all unsubstantiated Categories to be awarded, only the unsubstantiated Categories with the highest priority rating will be awarded.

Example 1:

The Bidder wishes to be considered for the SO/SA Tier 1 and Tier 2 for Stream #2 Geomatic Services, and provides six references and requests three unsubstantiated Categories. The result of the reference check process produces only five substantiated references. As a result, the Bidder will not be considered for Tier 2 in that particular Stream. If the Bidder also bid on the SO/SA Tier 1, then it will be considered for that level for the five substantiated Categories. In addition, because the 50% ratio will result in only two unsubstantiated Categories (50% of the five substantiated = two unsubstantiated Categories only), the unsubstantiated Category with the lowest priority as submitted by the Bidder will not be considered for award.

Example 1 Table

Stream #2 (G) Geomatic Services						
Sufficient Categories for	SO and/or SA Tier1	Existing Qualification	Requesting This Refresh	Unsub Priority	Eval Status	Overall Compliancy
G.1 Geomatics Analyst			Requesting Sub		Compliant	Compliant
G.2 Geomatics Specialist			Requesting Sub		Compliant	Compliant
G.3 GIS Applications Analyst			Requesting Sub		Compliant	Compliant
G.4 GIS Applications Architect						
G.5 GIS Data Architect			Requesting Unsubstantiated	3	Low Ratio	Low Ratio
G.6 GIS Infrastructure Architect			Requesting Sub		Non-Compliant	Non-Compliant
G.7 GIS Programmer/Analyst			Requesting Sub		Compliant	Compliant
G.8 GIS Project Manager						
G.9 GIS System Architect			Requesting Sub		Compliant	Compliant
G.10 GIS Web Mapping Developer			Requesting Unsubstantiated	2	Unsub Award	Unsubstantiated
G.11 Mapping Technician			Requesting Unsubstantiated	1	Unsub Award	Unsubstantiated

Example 2:

Stream #5 Project Management Services:

As a result of the last TBIPS Re-compete solicitation, a Bidder was awarded and has remained a Holder in good standing of 4 substantiated Categories (P.1, P.2, P.3, P.4) and two unsubstantiated Categories (P.5, P.6). In response to this solicitation, the Bidder has provided references for four new Categories (P.7, P.8, P.9, P.10) and has requested two additional unsubstantiated Categories (P.11 ranked #1, and P.12 ranked #2). During the M.5 evaluation process of this solicitation, positive references are received for the categories P.7, P.8, and P.9 but the Category P.10 does not receive a positive reference. As a result of the evaluation, the Categories that the Bidder is now considered technically qualified for are as follows:

- P.1, P.2, P.3, P.4 technically qualified as "substantiated" as a result of the last TBIPS Solicitation.
- P.5, P.6 technically qualified as "unsubstantiated" as a result of the last TBIPS Solicitation.
- P.7, P.8, P.9 technically qualified as newly "substantiated" categories as a result of the M5 evaluation of this solicitation.
- P.11 technically qualified as an "unsubstantiated" category (ranked #1) as a result of the M5 evaluation of this solicitation.
- *P10 is not considered technically qualified because it did not receive a positive reference during this evaluation.
- *P.12 is not considered technically qualified because there were not enough newly substantiated categories (i.e.: 50% of three substantiated categories = one unsubstantiated category)

Example 2 Table

Stream #5 (P) Project Management Services						
Sufficient Categories for	SA Tier2	Existing Qualification	Requesting This Refresh	Unsub Priority	Eval Status	Overall Compliancy
P.1 Change Management Consultant		Existing Sub				Compliant
P.2 Enterprise Architect		Existing Sub				Compliant
P.3 HR Consultant		Existing Sub				Compliant
P.4 Organizational Development Consultant		Existing Sub				Compliant
P.5 Project Executive		Existing Unsubstantiated				Unsubstantiated
P.6 Project Administrator		Existing Unsubstantiated				Unsubstantiated
P.7 Project Coordinator			Requesting Substantiated		Compliant	Compliant
P.8 Project Leader			Requesting Substantiated		Compliant	Compliant
P.9 Project Manager			Requesting Substantiated		Compliant	Compliant
P.10 Project Scheduler			Requesting Substantiated		Non-Compliant	Non-Compliant
P.11 Quality Assurance Specialist/Analyst			Requesting Unsubstantiated	1	Unsubstantiated Award	Unsubstantiated
P.12 Risk management Specialist			Requesting Unsubstantiated	2	Low Ratio	Low Ratio
P.13 Independent IT Project Review Team Leader						
P.14 Independent IT Project Reviewer						

ATTACHMENT B TO COMPONENT I

STANDING OFFER FINANCIAL EVALUATION

If their bid contains an offer, bidders must submit a financial offer in response to this solicitation through the Data Collection Component (DCC) of the CPSS. The financial offer will be evaluated in accordance with the financial evaluation methodology stated in this Attachment B. By submitting an offer, bidders are indicating that they consider themselves to be fully compliant to every requirement of this Attachment B and will agree to the standing offer terms and conditions identified in Component III if a standing offer is issued to them.

1 PROVISION OF FIRM PER DIEM (DAILY) RATES

A Bidder's offer must contain per diem (daily) rates for:

- (i) all Categories it proposes to provide under mandatory requirement *M.5 Identification of Categories* in Attachment A to Component 1; and
- (ii) any or all corresponding Levels of Expertise within each proposed Category for which it wishes to be considered; and
- (iii) one or more Region(s) or Metropolitan area(s) for which it wishes to be considered.

Only those Categories, Levels of Expertise, Regions, and Metropolitan areas for which per diem rates are proposed will be evaluated. Bidders are not required to propose per diem rates for all Categories, nor are they required to propose per diem rates for all Levels of Expertise, Regions, or Metropolitan areas under a specific Category.

The per diem rates are to be firm, all-inclusive rates, GST or HST extra, as applicable. For Canadian-based bidders, per diem rates must include Canadian customs duties and excise taxes as applicable. For foreign-based bidders, per diem rates must exclude Canadian customs duties and excise taxes, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.

2 FINANCIAL EVALUATION (based on the Median rates)

PWGSC will conduct a financial evaluation against all technically responsive bids by comparing the relative cost of the per diem rates in each Region and Metropolitan area for each Category and Level of Expertise.

Any offer proposing a per diem rate that falls between the "Median" minus 30% and the "Median" plus 30% for a specific Category and Level of Expertise within a Region and Metropolitan Area will be considered financially responsive and recommended for the issuance of a standing offer.

The "Median" will be calculated based on the per diem rates submitted by all bidders for that Category, Level, Region, and Metropolitan area. A "Median" is the middle offer in a set of offers whereby half the offers are greater and half are lower. For example in the following set of numbers: 100, 150, 200, 400, 900, the median would be 200. In the following set of numbers: 100, 150, 200, 300, 400, 900, the median would be 250.

Any offer proposing a per diem rate outside of that range will be considered financially non-responsive for that particular Category and Level of Expertise. This Category and Level may be recommended for issuance within a standing offer as a Category with an "Inactive" status if this Category and Level is technically compliant.

An "Inactive" Category will not be used by Canada to issue Call-ups for any requirements raised under the standing offers issued as a result of this bid solicitation. The purpose of issuing a Category with an "Inactive" status within a standing offer is to:

- enable the Bidder to reference such status in responding to re-competitions of this requirement, and

- enable the Bidder to demonstrate that, although the financial threshold was not met by the Bidder for that Category, technical compliance was achieved in its response to this solicitation.

For bidders proposing per diem rates that result in both Active and Inactive Categories, their offers will be considered responsive, and they will be recommended for the issuance of a standing offer. Each individual standing offer issued will specify the Categories in which the Bidder has obtained an Active status.

If the Bidder proposes per diem rates that result in only Inactive Categories, within a Stream, a standing offer will not be recommended for issuance against such Stream.

If the Bidder proposes per diem rates that result in only Inactive Categories, no standing offer will be recommended for issuance.

ATTACHMENT C TO COMPONENT I

Guide to Centralized Professional Services System Supplier Module for Technical and Financial Responses

The Data Collection Component (DCC) of the Centralized Professional Services System (CPSS) serves as the Technical Response Template for the RFSO/RFSa and as the Financial Response Template for the RFSO. Refer to Component I, Part 1, articles 5.5, 5.6, and 5.7.

The DCC of CPSS can be accessed through the CPSS website: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>.

Further to the steps/instructions provided in this Attachment C, Bidders can refer to the "Supplier Easy Steps - for the DCC" available at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/espfcdd-sesdccc-eng.html>

The status and circumstances of each bidder is unique. There are several scenarios under which a Bidder can submit a bid [ex: new bidder, existing SO and/or SA Holder, applying only for the SO, or only for the SA Tier 1, or only for the SA Tier 2, or for all three Tiers, bidder is a joint venture, etc.]. The intent of the following steps is to help bidders navigate through the DCC of CPSS. It isn't unique to any specific scenario.

Important notes:

- Only the Main Supplier Contact (MSC) can submit the DCC bid.
- To submit the DCC bid, the MSC must click on the **<Submit Response>** button.
- The **<Save Response>** button does NOT submit the DCC bid.
- Failure to submit the bid through the DCC will result in the entire bid being declared non-responsive. This applies to new bidders and to existing SO and/or SA Holders.

The following steps are provided to assist bidders navigate through the DCC process:

Log-in and Supplier Profile

- 1) Bidders need to first register with CPSS before they can submit a TBIPS bid. To create a CPSS profile, go to: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spc-cps-eng.html>.
- 2) Once the supplier profile is created and the Bidder has logged into CPSS, click on the **<Solicitation Dashboard>** button.
- 3) Under the title "Open Solicitations", click on the link to the TBIPS RFSO/RFSa solicitation.
- 4) On the "Supplier Response – Home" page select the appropriate Contact Persons for Contact One and Contact Two. Click the **<Save Designated Contacts>** button.
- 5) Click **<Tiers>**, and then select the applicable Tiers (SO, and/or SA Tier 1 and/or SA Tier 2). Click **<Save>**.
- 6) Click the **<Return to Response Home Page>** button and then click **<Company Information>**. Complete the information on the page and click **<Save>**. If this bidder is a joint venture, then click **<enter your joint venture information>**. Enter the information for each JV member and click **<Save>** after each one.
- 7) Click the **<Company Information>** button, verify the information, and then click **<Save>**.

Technical Bid (SA and SO) and Financial Offer (SO only) for TBIPS

- 8) Click the **<Return to Response Home Page>** button, and then click **<Regional Information>**. Select all the regions and metropolitan areas that the bidder wishes to provide task based professional services. Click **<Update>**.

- 9) Select the correct contact person for each of the regions and metropolitan areas in the drop down lists and then click <Update> for the Regional Contact Information.
- 10) Under “Local Offices”, select or input a local office for each of the regions and metropolitan areas, as applicable. Click <Update>.
- 11) Under “Language Preferences”, select the language preference from the drop down menus for each region and metropolitan area. Click <Update>.
- 12) Click the <Return to Response Home Page> button and then click <Mandatory Criteria>. Here, the Bidder is prompted to identify the Group(s):
 - a. New Bidders → Combine the SO, and/or SA Tier 1 and/or SA Tier 2 responses under “Group 1”.
 - b. Existing SO/SA Holders → The DCC has separated your TBIPS information into different Groups (ex: an existing holder bidding for all three tiers would have the SO in Group 1, SA Tier 1 in Group 2, and SA Tier 2 in Group 3).

Note: Instructions and information provided apply to each Group. Take special care to ensure category identification is the same across all Groups. For example: If category A.11 is “Newly substantiated” in the SO portion of your bid (ex: Group 1), then identify A.11 as “Newly substantiated” in the SA Tier 1 (ex: Group 2) and/or SA Tier 2 (ex: Group 3) portions of your DCC bid (as applicable). The same reference details are to be provided in all applicable Tiers for that Category.

Once the group(s) have been created, select a Group Title (e.g. Group 1) and begin to complete the mandatory criteria for that particular group.

Repeat steps 13-24 for each “Group”

- 13) From the “Supplier Response – Home” page, click <Mandatory Criteria> and then click on <Group 1> (or Group 2 or Group 3).
- 14) Click <Financial Certification>. Review the text on the page, enter the required details, and then click the <I agree to the statement above> check box. Ensure that the fiscal year end date, CFO or CEO information is clearly identified and then click <Save>.
- 15) Click the <Return to Mandatory Criteria> button, and then click <Number of Months in Business>. Review the information and enter the date the bidder’s business was established in the space provided. If this is a joint venture, include the date the JV was established, then provide the information requested for each JV member. Indicate “not applicable” in the space where it requests a page reference to information provided in the hardcopy submission. Click <Save>.
- 16) Click the <Return to Mandatory Criteria> button, and then click <Stream Information>. For each Stream indicate if the stream is “Currently Offered”, “Newly Offered”, or “Not Offered”. The description of each choice is located at the top of the page. Once all streams have a status, click <Save> and the page will refresh.

Existing SO and/or SA Holders:

For an existing SO and/or SA Holder that qualified for a given Stream under the previous RFSA Refresh and now intends to carry this Stream to a new Tier in this bid: You must identify the Stream in the new Tier(s) as “currently offered” in order to activate the category identifiers “currently substantiated” and “currently unsubstantiated”. [If you identify the Stream as ‘newly offered’, you will not have the ability to properly identify your previously qualified categories as ‘currently substantiated’ or ‘currently unsubstantiated’].

For example: Company X is an existing supply arrangement (SA) Tier 1 & Tier 2 Holder for Stream 1. Through this bid, Company X is now applying for Stream 1 under the standing offer (SO). In the SO portion of its bid, Company X must identify Stream 1 as ‘currently offered’. Company X will then have the ability to identify the categories in this Stream as ‘currently substantiated’ and ‘currently unsubstantiated’ as applicable.

- 17) Click <View Categories for Stream "X">. All categories relevant to that particular stream will be listed in a table. Indicate the "Status" of each category by using the dropdown menu. Once all categories have a status entered, click <Save> and the page will refresh.
- 18) A <Substantiate Reference> link will appear for each category you have marked with 'Newly Substantiated'. Click on the link, input the Category Reference details, and then click <Update Reference>. Click <Back to Categories>. Repeat this step for each category that requires a reference in that Stream.

Note: The same reference is to be provided for a given category across all applicable Groups. For example: If Jane Doe is the reference used for Category P.1 in Group 1, then use Jane Doe as the reference for P.1 in Groups 2 and 3.

Scenario A:

The Bidder is a new bidder applying for the SO, SA Tier 1, and SA Tier 2. The new bidder can group the SO, SA Tier 1, and SA Tier 2 into one group (Group 1). Therefore, the identification of categories and reference details will only be entered once under Group 1.

Scenario B:

The bidder is an existing SA Tier 1 & Tier 2 Holder. Through this solicitation, the bidder is now applying for the SO. The DCC has separated the bidder's previous qualifications into separate groups. In this bid, the SO is Group 1, the SA Tier 1 is Group 2, and the SA Tier 2 is Group 3. In this example, the bidder previously qualified for Category A.1 as substantiated (i.e. received a positive reference and was awarded the category). To properly identify A.1 in their SO bid, the bidder must first identify the Stream as "Currently Offered" in the SO portion of its bid, then identify A.1 as "Currently substantiated".

- 19) If you have selected the "Newly Unsubstantiated" option, a dropdown list will appear under the "Additional Rank" column where you indicate the priority in which you would like to receive these unsubstantiated categories. Click <Save> and the page will refresh. Click <Return to Stream>.
- 20) Repeat the steps 16 to 19 for each stream against which categories are being offered. Verify all the information. Then click on <Return to Mandatory Criteria>.
- 21) Click <Insurance Requirement>. Review the information on the screen and then click <I agree to the statement above>. Click <Save> and then click <Return to Mandatory Criteria>.
- 22) Click <Total Cumulative Value Billed (TCVB)>. Review the information on the screen and then click the <I agree to the statement above> checkbox. Click <Save> and then click the <Return to Mandatory Criteria> button. Repeat this step for each Tier if required.
- 23) Click the <Return to Mandatory Criteria> button and verify that all Mandatory Criteria have been completed for Group 1.
- 24) Click on the <Return to Criteria Groups> button.
- 25) Repeat steps 13-24 for each Group. [Ensure that all the mandatory criteria information is entered and saved for each Group].
- 26) Click the <Return to Response Home Page> button and then click <Services Offering for Supply Arrangement>. All the Regions that the Bidder has applied for are listed. The DCC is defaulted to automatically select all three levels (Junior, Intermediate, and Senior) for each category that the bidder has applied for. Rates do not apply to the SA therefore there is no place to enter rates. **Note:** By unselecting any level under any category, in any Region or Metropolitan Area, the Bidder is removing this category and/or level from that portion of its SA bid.
- 27) Click the <Return to Response Home Page> button and then click <Financial Rates for Standing Offer>. Enter a per diem (daily) rate for each category, each level, and for each Region and Metropolitan Area. Use the 'copy information' option if you wish to copy rates from one region into another.

Review to ensure that rates have been entered for each Category and Level in the applicable Regions and Metropolitan Ares. Make sure all the information is saved.

- 28) Click the <Return to Response Home Page> button and then click <Certifications>. Complete each certification listed in the DCC as stated within the TBIPS RFSO/RFSa. Ensure all information is completed and saved.
- 29) Click the <Return to Response Home Page> button. If all information is complete and the bid is ready, change the statuses from "In Progress" to "Completed". Click <Save Response>.
- 30) **At this point the Bidder has NOT submitted its bid. The Main Supplier Contact (MSC) must click <SUBMIT RESPONSE> to send the DCC bid to PWGSC.** Failure to submit the bid through the DCC will result in the entire bid being declared non-responsive.
- 31) The MSC will receive a system generated email confirming receipt of the bid submission.

ATTACHMENT D TO COMPONENT I
STANDARD INSTRUCTIONS – REQUEST FOR STANDING OFFERS AND SUPPLY ARRANGEMENTS – COMPETITIVE REQUIREMENTS

General Information

- 01 Integrity Provisions - Bid
- 02 Procurement Business Number
- 03 Standard Instructions, Clauses and Conditions
- 04 Definition of Bidder
- 05 Submission of Bids
- 06 Left blank
- 07 Left blank
- 08 Left blank
- 09 Left blank
- 10 Legal Capacity
- 11 Rights of Canada
- 12 Rejection of Bid
- 13 Communications - Solicitation Period
- 14 Bid Costs
- 15 Conduct of Evaluation
- 16 Joint Venture
- 17 Conflict of Interest - Unfair Advantage
- 18 Entire Requirement
- 19 Further Information
- 20 Code of Conduct for Procurement - bid

GENERAL INFORMATION

This bid solicitation solicits bids that may result in either a supply arrangement (SA), a standing offer (SO), or both. A supply arrangement and a standing offer are two types of “instruments” used as methods of supply by Public Works and Government Services Canada (PWGSC).

A standing offer is used to satisfy the requirements of departments and agencies by arranging with suppliers to submit a standing offer to provide goods, services or both during a specified period. Specific departments and agencies are then authorized by PWGSC to make call-ups against the standing offer detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions.

This bid solicitation is an invitation to suppliers to provide PWGSC with a bid which contains a standing offer. The quantity of goods, level of services and estimated expenditure specified in the bid solicitation are only an approximation of requirements given in good faith. The bid solicitation does not commit PWGSC to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. The standing offer is not a contract. The issuance by PWGSC of a Standing Offer and Call-up Authority to successful suppliers and to departments and agencies authorized to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. Departments and agencies may make one or several call-ups against a standing offer.

A supply arrangement is a method of supply that consists of an arrangement between Canada and pre-qualified suppliers that allows identified users to solicit bids from a pool of pre-qualified suppliers for specific requirements within the scope of the supply arrangement. A supply arrangement is not a contract for the provision of the goods and services described in it and neither party is legally bound as a result of signing a supply arrangement alone. The intent of a supply arrangement is to establish a framework to permit expeditious processing of individual bid solicitations which result in legally binding contracts for the goods and services described in those bid solicitations.

This bid solicitation is an invitation to suppliers to become pre-qualified suppliers by providing PWGSC with a bid which contains an arrangement to enable them to respond to individual bid solicitations issued under the supply arrangement framework. The list of pre-qualified suppliers will be used as a source list for procurement within the scope of the supply arrangement and only suppliers who are pre-qualified at the time a given bid solicitation is issued under the supply arrangement framework will be eligible to bid. The supply arrangement includes a set of predetermined conditions that will apply to subsequent bid solicitations and contracts. The supply arrangement may include ceiling prices which may be lowered based on an actual requirement or scope of work described in a bid solicitation.

01 INTEGRITY PROVISIONS – Bid

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Bidder, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Bidder is ineligible to be issued or is suspended from being issued an instrument(s) and to enter into a contract with Canada. The list of ineligible and suspended Bidders is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Bidders.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. within ten days after the closing date, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided within ten days after the submission due date, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;

- e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit within ten days after the closing date, a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after issuance of the instrument(s) that the Bidder provided a false or misleading certification or declaration, Canada may cancel and/or set aside the SO and/or the SA, and terminate for default any resulting contracts. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for issuance of an instrument(s) for providing a false or misleading certification or declaration.

02 PROCUREMENT BUSINESS NUMBER

Suppliers are required to have a Procurement Business Number (PBN) before instrument award. Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

03 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

Pursuant to the [Department of Public Works and Government Services Act \(S.C. 1996, c. 16\)](#), the instructions, clauses and conditions identified in the bid solicitation and any resulting instrument by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting instrument as though expressly set out in the bid solicitation and resulting instrument.

04 DEFINITION OF BIDDER

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid containing an instrument. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

05 SUBMISSION OF BIDS

- 1. Left blank
- 2. It is the Bidder's responsibility to:
 - (a) obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
 - (b) prepare its bid in accordance with the instructions contained in the bid solicitation;
 - (c) submit an online bid through the Data Collection Component (DCC) of the Centralized Professional Services System (CPSS) by the closing date and time specified on page 1 of the bid solicitation;

- (d) submit the supporting documentation only to the Offer/Arrangement Authority via email upon request by Canada;
 - (e) left blank;
 - (f) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
3. If Canada has provided bidders with multiple formats of a document (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on CD-ROM through GETS), the format downloaded through GETS will take precedence. If Canada posts an amendment to the bid solicitation revising any documents provided to bidders in multiple formats, Canada will not necessarily update all formats to reflect these revisions. It is the Bidder's responsibility to ensure that revisions made through any bid solicitation amendment issued through GETS are taken into account in the alternate formats it uses of bid solicitation documents.
4. Bids will remain open for acceptance for a period of not less than two hundred and twenty (220) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
5. Bids submitted through the DCC of CPSS and the supporting information submitted by email may be submitted in either English or French.
6. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21).
7. Unless specified otherwise in the bid solicitation, Canada will evaluate only the online bid submitted through the DCC of CPSS and the supporting documentation submitted by the bidder when requested by Canada. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures.
8. A bid cannot be assigned or transferred in whole or in part.

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10 LEGAL CAPACITY

The Bidder must have the legal capacity to agree to the terms of an instrument. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Offer/Arrangement Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

11 RIGHTS OF CANADA

Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with bidders on any or all aspects of the standing offer contained in their bids;
- (c) authorize for utilization any standing offer in whole or in part without negotiations;
- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation; and
- (f) issue supply arrangements to bidders who qualify throughout the entire period of the supply arrangement on a quarterly basis.

12 REJECTION OF BID

1. Canada may reject a bid where any of the following circumstances is present:
 - (a) the Bidder is subject to a Vendor Performance Corrective Measure, under the [Vendor Performance Policy](#), which renders the Bidder ineligible to bid on the requirement;
 - (b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
 - (c) with respect to current or prior transactions with the Government of Canada
 - (i) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - (ii) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
 - (iii) Canada has exercised its contractual remedies of suspension or termination for default with respect to a standing offer, supply arrangement or contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
 - (iv) Canada determines that the Bidder's performance on other standing offers, supply arrangements or contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with the applicable clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (c), the Offer/Arrangement Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.

13 COMMUNICATIONS - SOLICITATION PERIOD

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Offer/Arrangement Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to bidders to which the bid solicitation has been sent, without revealing the sources of the enquiries.

14 BID COSTS

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

15 CONDUCT OF EVALUATION

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
 - (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - (b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - (c) request, before award of any resulting instrument, specific information with respect to bidders' legal status;
 - (d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
 - (e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
 - (f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
2. Bidders will have the number of days specified in the request by the Offer/Arrangement Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

16 JOINT VENTURE

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - (a) the name of each member of the joint venture;

- (b) the Procurement Business Number (PBN) of each member of the joint venture and the PBN of the joint venture itself;
 - (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - (d) the name of the joint venture, if applicable.
- 2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Offer/Arrangement Authority.
 - 3. Any resulting instrument must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Offer/Arrangement Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting instrument. If an instrument is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for its performance.

17 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 Offer/Arrangement 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 Offer/Arrangement 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.

18 ENTIRE REQUIREMENT

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source is not relevant. Bidders should not assume that practices used under previous instruments will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

19 FURTHER INFORMATION

For further information, bidders may contact the Offer/Arrangement Authority identified in the bid solicitation.

20 CODE OF CONDUCT FOR PROCUREMENT – BID

The Code of Conduct for Procurement provides that Bidders must respond to Bid Solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting instrument(s), submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement, may render the bid non-responsive.

COMPONENT II - TERMS OF RESULTING SUPPLY ARRANGEMENT AND MODEL RESULTING CONTRACT CLAUSES

PART 6A RESULTING SUPPLY ARRANGEMENT (SA)

1. ARRANGEMENT

The SA includes only those Services described on the web page [Requirements for Services](http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html) available at <http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html> which are also identified in Annex "A" Qualified Categories.

Task Based Informatics Professional Services or "TBIPS" refers to services related to a particular activity or initiative required to address a specific Information Technology (IT) need, which are usually associated with a specified set of responsibilities. The tasks involved are finite work assignments which require one or more resources to complete. A task involves a specific start date, a specific end date, and set deliverables. Tasks are usually not large projects, although they may be subsets of a larger project. Tasks may require highly specialized work to be performed requiring a rare or unique skill or knowledge for a short period of time.

2. SECURITY REQUIREMENT

- (a) The Supplier must hold, at minimum, a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD) as specified below, in order to remain a Supplier. The SA Authority may verify the Supplier's security clearance with the CISD of PWGSC at any time during the period of the SA.
- (b) The requirements to be procured under this SA are subject to the requirements in the Security Requirement Check Lists (SRCL's) identified in each individual bid solicitation. Each bid solicitation will identify the SRCL that will apply to any resulting contract.
- (c) Subcontracts which contain security requirements are not to be awarded without prior written permission of CISD/PWGSC
- (d) In the case of a joint venture, for any given resulting contract the highest level of corporate security attainable through CISD of PWGSC is the lowest level held by any single member of the joint venture. For example, a joint venture with five (5) members is comprised of four (4) members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid Designated Organizational Screening (DOS). The highest corporate security level for which the joint venture would be considered under a bid solicitation run this SA would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the SA Authority and obtained a valid FSC at the Secret level as issued by CISD.
- (e) Additional security checks may be conducted by the Identified User.

3. STANDARD CLAUSES AND CONDITIONS

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

3.1 General Conditions

2020 (2016-04-04) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the SA.

3.2 Supply Arrangement Reporting

The Supplier must provide a Quarterly Usage Report (QUR) to the SA Authority on a quarterly basis. These submissions must be made by completing and forwarding an electronic copy of

the QUR (in Excel format) to the SA Authority to the following e-mail address:
RapportsMDAI.IMOSReports@tpsgc-pwgsc.gc.ca

Each QUR must be submitted using the electronic template entitled "<Supplier Name> Quarterly Usage Report". The reports must be submitted to the SA Authority according to the following schedule:

1st quarter: April 1 to June 30	(Due on or before July 15th)
2nd quarter: July 1 to September 30	(Due on or before October 15th)
3rd quarter: October 1 to December 31	(Due on or before January 15th)
4th quarter: January 1 to March 31	(Due on or before April 15th)

The Supplier must report:

- a. All contracts issued during the period in question;
- b. All positive value amendments to contracts issued during the period regardless of when the original contract was issued. Suppliers are not to report zero value or negative value amendments.
- c. For contracts that have an "as and when requested" component (e.g. contracts with Task Authorizations), Suppliers shall report only the original value of the contract. Amendments issued to the contract related to the "as and when requested" component (e.g. contracts with Task Authorizations) shall not be reported.

If a Supplier does not receive any contracts during the period, the Supplier must confirm this by submitting a NIL QUR REPORT. Simply responding NIL by e-mail will not suffice; a copy of the QUR must be opened, completed and submitted. The Supplier understands that failure to comply may result in the cancellation of the SA.

The Supplier understands that failure to comply with this requirement may result in the termination of authority to utilize the SA. If reports are not submitted on time or are inaccurate or incomplete, PWGSC may suspend the Supplier's SA without notice.

Sample QUR is available upon request.

4. TERM OF SUPPLY ARRANGEMENT

The SA is valid from the date of issuance until such time as Canada no longer deems the TBIPS SA necessary.

5. AUTHORITIES

5.1 Supply Arrangement Authority

The SA Authority is:

Name: Manager of the Informatics Method of Supply (IMOS)
Department: Public Works and Government Services Canada
Branch: Acquisitions Branch
Directorate: Informatics and Telecommunications Systems Procurement Directorate
Address: Portage III 4C1, 11 Laurier Street, Gatineau, Quebec, K1A 0S5
E-mail: RCNMDAI.-NCRIMOS@tpsgc-pwgsc.gc.ca

The SA Authority (or its authorized representative) is responsible for the establishment of the SA, its administration and its revision, if applicable. Upon the issuance of a bid solicitation under the SA, that solicitation's Contracting Authority is responsible for any contractual issues relating to the contract solicited. Any changes to the SA must be authorized in writing by the SA Authority.

5.2 Supplier's Representatives - Main Supplier Contact and Regional Contacts

(a) Main Supplier Contact (MSC)

The CPSS MSC is the central point of contact within the Supplier for all matters pertaining to this SA. The Supplier confirms that this individual has the authority to bind the Supplier.

It is the Supplier's sole responsibility to ensure that the information related to the MSC Representative is correct. If a replacement is required, the Supplier will inform CPSS by e-mail at TPSGC.SSPC-CPSS.PWGSC@tpsgc-pwgsc.gc.ca.

(b) Regional Contacts

It is the Supplier's sole responsibility to ensure that the information related to the Supplier's Regional Contact Representatives is correct. If replacements are required, the MSC will log into CPSS to make the necessary updates.

(c) Other

The Supplier may designate another individual to represent the Supplier for administrative and technical purposes under any contract resulting from this SA.

6. CLIENTS / IDENTIFIED USERS

The Identified Users (also called Clients) include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, IV, and V of the [Financial Administration Act](#), R.S., 1985, c. F-11 and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the [Department of Public Works and Government Services Act](#).

Canada may, at any time, withdraw authority from any of the Identified Users to use the SA.

7. 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 the SA;
- (b) The general conditions 2020 (2016-04-04), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex A to Component II Qualified Categories ;
- (d) [Requirements for Services](http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html) of the SA available at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>;
- (e) Generic Security Requirement Check Lists; and
- (f) The Supplier's arrangement received against the TBIPS RFSA.

8. CERTIFICATIONS

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the SA and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made

knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

9. APPLICABLE LAWS

The SA and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada unless otherwise stipulated in the Supplier's arrangement or a resulting contract.

10. SUSPENSION OR CANCELLATION OF QUALIFICATION BY CANADA

In addition to the circumstances identified in the General Conditions [2020](#) article 09, Canada may, by sending written notice to the Supplier, suspend or cancel the SA where the Supplier has made public any information that conflicts with the terms, conditions, pricing or availability of systems identified in this SA, or where the Supplier is in default in carrying out any of its obligations under this SA.

11. ABORIGINAL BUSINESS CERTIFICATION

- (a) Where an Aboriginal Business Certification has been provided, the Supplier warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4 of the Supply Manual](#).
- (b) If such a Certification has been provided, the Supplier must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Supplier must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Supplier must provide all reasonably required facilities for any audits.
- (c) Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

12. DELIVERY REQUIREMENT WITHIN A CLCSA

The SA is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.

13. ENVIRONMENTAL CONSIDERATIONS

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Suppliers should:

- (a) Paper consumption
 - Provide and transmit draft reports, final reports, other documents and bids in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Identified User.
 - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
 - Recycle unneeded printed documents (in accordance with Security Requirements).
- (b) Travel requirements
 - The Supplier is encouraged to use video and/or teleconferencing where possible to cut

- down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to that link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors. <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx>
- Use of public/green transit where feasible.

14. TRAVEL AND LIVING – RESULTING CONTRACTS

Travel and Living does not apply for the purposes of this SA. However, there may be instances where the contractor is required to travel for individual requirements. Applicable Travel and Living clauses will be included in the resulting contract as necessary.

15. REGIONS AND METROPOLITAN AREAS

Definitions of the "Remote/Virtual Access, Regions and Metropolitan Areas" at the following link are incorporated by reference into this SA, with the exception that for the purposes of this SA, the Remote/Virtual Access is defined in A. (vii) below;- <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzrma-eng.html>.

The following Regions and Metropolitan areas may receive Services under this SA where a Supplier is qualified to do so:

A. Regions

- (i) National Capital
- (ii) Atlantic
- (iii) Quebec
- (iv) Ontario
- (v) Western
- (vi) Pacific
- (vii) Remote/Virtual Access (previously known as the National Zone): This is a separate zone and does not include any of the other Regions or Metropolitan Areas. It is used when a Client has no preference in terms of where the work is performed.

B. Metropolitan Areas

- (i) National Capital
- (ii) Halifax
- (iii) Moncton
- (iv) Montreal
- (v) Quebec City
- (vi) Toronto
- (vii) Calgary
- (viii) Edmonton
- (ix) Saskatoon
- (x) Winnipeg
- (xi) Vancouver
- (xii) Victoria

For the geographical definitions of the Regions and Metropolitan Areas, refer to: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzmra-eng.html>, with the exception that the Remote/Virtual Access is defined in 15, A., (vii) above.

PART 6B BID SOLICITATION (for Solicitations issued against the SA)

1. BID SOLICITATION PROCESS (SA)

1.1 General:

Bids will be solicited for specific requirements within the scope of the SA from qualified Suppliers who have been issued a SA.

A bid solicitation will be posted on the Government Electronic Tendering Service (GETS) (or as applicable with a Government of Canada web-based electronic procurement tool) or will be e-mailed directly to supplier, depending on the selection methodology selected.

Canada may consolidate requirements across Clients and award Contracts on a periodic basis to receive best or better pricing.

1.2 Identification of Contract Authorities:

Provided a Client has the legal authority to contract, it may choose to award contracts under this SA in accordance with the Tier 1 Contract Limitations described below. All Tier 2 contracts and those contracts for Clients without authority to contract under Tier 1 will be managed by PWGSC or Shared Services Canada (SSC). The Supplier agrees only to perform individual contracts made by an authorized representative of Canada pursuant to this SA that do not exceed the applicable Contract Authority value limitations.

Tier 1: Requirements starting at NAFTA Threshold up to and including \$2M: Client or PWGSC

Tier 2: Requirements greater than \$2M: PWGSC/SSC

1.3 Tier 1 Requirement Limitations: Clients may award contracts to Suppliers qualified in the applicable Categories only in accordance with the following:

(i) Left blank intentionally.

(ii) Requirement valued at or below NAFTA Threshold (GST/HST included):

Clients must use the ProServices on-line application. Information relating to ProServices can be found at the following website: <http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/index-eng.html>.

(iii) Requirement valued above NAFTA Threshold (GST/HST included):

Clients will post a Notice of Proposed Procurement (NPP) on GETS in both official languages.

Clients may issue a contract to a Supplier satisfying the requirement particulars as set out in the bid solicitation in accordance with the following: a minimum of fifteen Suppliers must be invited via e-mail to submit a proposal, with the Client:

- (a) selecting by name ten Suppliers from the CPSS Client Module, with the following five randomly selected by the CPSS Client Module, or
- (b) selecting more than ten Suppliers from the Client Module, in which case five additional Suppliers will be randomly selected by the CPSS Client Module, or
- (c) selecting less than ten Suppliers from the Client Module, in which case the CPSS Client Module will randomly select a number of Suppliers that, in

addition to the Suppliers selected by the Client, will total fifteen.

- (d) If the number of Suppliers that meet the requirement is less than fifteen, all Suppliers will be automatically selected.

- (iv) **No Limit to Invitation Process:** Once the minimum number of Suppliers has been selected as per (iii) above, at any time during the course of the procurement process the Client may choose to invite additional Suppliers using the CPSS Client Module.

There is no limit to the maximum number of Suppliers that may be invited to submit a proposal under Tier 1; however, except in the circumstance of 1.5 below, Suppliers may not submit a proposal in response to a solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five days before the published bid closing date. The decision to invite additional SA Holders is at the sole discretion of the Contracting Authority.

In no circumstance will such an invitation require Canada to extend a bid closing date. Where additional invitations are made during the solicitation process, they may not be reflected in a bid solicitation amendment.

- (v) **Minimum Period to submit proposal:**

Each Tier 1 bid solicitation issued will provide Suppliers with a minimum of fifteen calendar days to submit their proposal, which time may be extended based upon a requirement's complexity.

- 1.4 Tier 2 Requirements:** Tier 2 requirements will be managed by a PWGSC Procurement Representative on behalf of the Client, or SSC on its own behalf in accordance with the following:

- (i) **Tier 2 Invitation of Suppliers:** Canada will invite through GETS all qualified Tier 2 Suppliers to submit a proposal in response to a bid solicitation.
- (ii) **Minimum Period to Submit Proposal:** At a minimum, each Tier 2 bid solicitation will provide qualified Suppliers with twenty calendar days to submit their proposal, which may be extended based on a requirement's complexity.

- 1.5 All Invited to Bid:**

For a requirement in either Tier, all Suppliers qualified in each relevant Category, Region and Metropolitan Area will be invited by e-mail or GETS to bid where any supplier has been provided with a request for information in respect of services that in whole or in part appear in the requirement to be solicited under this SA.

- 1.6 Disclosing of incumbent information**

By submitting a bid for replacement or follow-on services, if the Bidder has performed services for Canada under any current or past TBIPS instrument, the Bidder agrees that during this solicitation, Canada may disclose such fact (including the previous contract value and date of issuance).

2. MODEL BID SOLICITATION (SA)

Canada will use the following bid solicitation template which is derived from the Standard Acquisitions Clauses and Conditions - High Complexity Template as the basis for issuing bid solicitations under this SA.

MODEL REQUEST FOR PROPOSAL (RFP) AGAINST A SUPPLY ARRANGEMENT FOR TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)

This Model Bid Solicitation contains samples of the terms that will form the basis for any future requests for proposals (RFPs) under the Task-Based Informatics and Professional Services (TBIPS) Supply Arrangement (SA) method of supply.

To the extent possible, these Articles are written as they will appear in any future TBIPS RFP(s). However, individual RFPs and the Resulting Contract Clauses may be modified to suit individual Client requirements. For example, the nature of the requirement, the term of the resulting Contract, the evaluation methodology and the basis of payment clauses may all be tailored to individual Client requirements.

The Articles in the Resulting Contract Clauses are mandatory in their entirety. Acceptance of these Articles, in their entirety, as they appear, is a Mandatory requirement of the TBIPS SA. Suppliers submitting an Offer containing statements implying that their Offer is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

PART 1 – GENERAL INFORMATION

1.1 INTRODUCTION

This bid solicitation is divided into seven parts plus annexes and, attachments as follows:

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

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

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

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

Part 5 Certifications: includes the certifications to be provided;

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

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

The annexes include the Statement of Work, the Basis of Payment, the Bid Evaluation Criteria, the Bid Submission Form, and any other annexes.

1.2 SUMMARY

- a. This bid solicitation is being issued to satisfy the requirement of **Department Name** (the "**Client**") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- b. *[Option 1]* - It is intended to result in the award of contract (s) each for years, plus **one-year** irrevocable options allowing Canada to extend the term of the contract(s)
- c. *[Option 2]* - It is intended to result in the award of up to contracts in each of Workstreams, with each contract purchasing Work from only one Workstream. Each contract will be for years plus one-year irrevocable options allowing Canada to extend the term of the contract.
- d. There is a security requirement associated with this requirement. For additional information, see Part 6 – Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations – Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- e. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CColFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- f. This procurement is set aside for Aboriginal Business under the federal government's Set-Aside Program for Aboriginal Business. *[Delete if N/A]*
- g. This procurement is subject to the Controlled Goods Program. *[Delete if N/A]*
- h. The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the attachment titled "Federal Contractor's Program for Employment Equity – Certification."
- i. The TBIPS Supply Arrangement EN578-170432 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.

Only selected TBIPS SA Holders currently holding a TBIPS SA for Tier 1 in the **[Region or Metropolitan Area]** under the EN578-170432 series of SAs are invited to compete. SA Holders may not submit a bid in response to this bid solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five business days before the published bid closing date, and an invitation will be made to that SA Holder unless it would not be consistent with the efficient operation of the procurement system. In no circumstance will such an invitation require Canada to extend a bid closing date. The following SA Holders have been initially invited to bid on this requirement. Where additional invitations are made during the bid solicitation process, it may be that they are not reflected in a solicitation amendment *[insert names of Holders below]*:

- j. SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-170432 as that joint venture at the time of bid closing in order to submit a bid.
- k. **[Option 1]** The Resource Categories described below are required on an as and when requested basis in accordance the [TBIPS Categories of Personnel Descriptions](http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>):

Resource Category	Level of Expertise	Estimated Number of Resources Required

[Option 2] For each Workstream, the Resource Categories described below are required on an as and when requested basis in accordance with the [TBIPS Categories of Personnel Descriptions](http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>):

WORKSTREAM 1:

Resource Category	Level of Expertise	Estimated Number of Resources Required

WORKSTREAM 2:

Resource Category	Level of Expertise	Estimated Number of Resources Required

WORKSTREAM 3:

Resource Category	Level of Expertise	Estimated Number of Resources Required

1.3 DEBRIEFINGS

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

PART 2 – BIDDER INSTRUCTIONS

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).
- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract(s).
- c. The 2003 () (insert date) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

2.2 SUBMISSION OF BIDS

[OPTION 1] For hardcopy of bids only at PWGSC:

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

[OPTION 2] For hardcopy of bids only at Client department location:

- a. Due to the nature of this solicitation, bids submitted by facsimile or electronic mail will not be accepted. Bids must NOT be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.
- b. Bids must be delivered to the following location, by the time and date indicated below:
[insert department name and address]
At 02:00 PM on YYYY MM DD Time Zone: Eastern Daylight Saving Time (EDT) or Eastern Standard Time (EST)
- c. Bid Receiving Unit Address is Solely for Delivery of Bids: The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

[OPTION 3] For electronic bid:

- a. Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation.
- b. If your bid is transmitted by facsimile or electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

[OPTION 4] For electronic bid and/or hard copy bids:

- a. Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation. Bids must NOT be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.

- b. Bids must be delivered to the following location, by the time and date indicated below:

[insert department name and address]

At 02:00 PM on YYYY MM DD Time Zone: Eastern Daylight Saving Time (EDT) or Eastern Standard Time (EDT)

Fax number: (XXX) XXX-XXXX

Email address for submitting your bid: xxxx.xxxx@xxxx.gc.ca

Bid Receiving Unit Address is Solely for Delivery of Bids: The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

- c. If your bid is transmitted by facsimile or electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

2.3 ENQUIRIES – BID SOLICITATION

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

2.4 FORMER PUBLIC SERVANT

a. Information Required

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

b. Definitions

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

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

*"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant*

to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

c. **Former Public Servant in Receipt of a Pension**

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental web sites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp) (<http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp>) and the [Guidelines on the Proactive Disclosure of Contracts](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676>).

d. **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

2.5 APPLICABLE LAWS

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. *(Contracting officers must insert the name of the province or territory before publishing the bid solicitation; this can then be adjusted in the resulting contract in accordance with the winning bid, if another province or territory has been selected by the bidder)*

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

2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

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

2.7 BASIS FOR CANADA'S OWNERSHIP OF THE INTELLECTUAL PROPERTY (IP)

[Option 1] Canada has determined that any intellectual property arising from the performance of the Work under any resulting Contract will belong to Canada, on the following grounds: *[Insert appropriate policy exception (see K3200T)]*

[Option 2] Canada has determined that any intellectual property arising from the performance of the Work under any resulting Contract will belong to Canada, on the basis that the [Treasury Board Policy 'Title to Intellectual Property Arising Under Crown Procurement'](http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html) (<http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html>) does not apply to this requirement as per its sub-section 2.5, which states: "This policy does not apply to personal information, as defined under the Privacy Act (R.S.C.) c. P-21, or to Foreground IP in any compilation or database containing personal information or Crown-supplied information, if that Foreground cannot be exploited without using that personal information or Crown-supplied information".

[Option 3] Canada has determined that any Material subject to copyright arising from the performance of the Work under the Contract will belong to Canada, as per Appendix A of the [Treasury Board Policy 'Title to Intellectual Property Arising Under Crown Procurement'](http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html) (<http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html>). Examples of such Material (as such is defined in General Conditions 2035) include the deliverables identified in *[Insert articles where the reports are described - usually somewhere in your SOW]*

2.8 VOLUMETRIC DATA *[Delete of N/A]*

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

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

- a. **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows :
- Section I: Technical Bid (____ hard copies) *(if applicable, add "and ____ soft copies on _____", and specify the medium such as CD, DVD)*
 - Section II: Financial Bid (____ hard copies) *(if applicable, add "and ____ soft copies on _____", and specify the medium such as CD, DVD)*
 - Section III: Certifications not included in the Technical Bid (____ hard copies) *[delete this paragraph if you delete Part 5 of the template from your bid solicitation so that there are NO certifications required]*
 - Section IV: Additional Information (____ hard copies) *(if applicable)*

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. *[delete this sentence if no soft copies requested]*.

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

- b. **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid : *[modify this list as required]*
- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - ii. use a numbering system that corresponds to the bid solicitation;
 - iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
 - iv. Include a table of contents.
 - v. *[if applicable] Soft copies will be accepted in any of the following electronic formats:*
 - *Portable Document Format .pdf*
 - *Microsoft Word 97/2000 (.doc)*
 - *Microsoft Excel 97/2000 (.xls)**[Add or remove accepted formats as needed]*
- c. **Canada's Policy on Green Procurement:** The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process See the [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to :
- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
 - ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- d. **Submission of Only One Bid:**
- i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified. *[Where there is more than one Workstream, and a contract will purchase Work from only one Workstream, consider adding: A single bid may contain bids to be awarded a contract in one or more Workstreams. However, a bid may not contain a bid for a member of a bidding group to be awarded more than one contract in any given Workstream.]*
 - ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or

- D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.
- e. **Joint Venture Experience:**
- i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.
- Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
- ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.
- Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
- iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.
- Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:
- Contracts all signed by A;
 - Contracts all signed by B; or
 - Contracts all signed by A and B in joint venture, or
 - Contracts signed by A and contracts signed by A and B in joint venture, or
 - Contracts signed by B and contracts signed by A and B in joint venture.
- That show in total 100 billable days.
- iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

3.2 SECTION I: TECHNICAL BID

The technical bid consists of the following:

- i. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Attachment "(X)" with their bids. It provides a common form in which bidders can provide

information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

- ii. **Security Clearance:** *[Delete if N/A]* Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

SECURITY INFORMATION:

Name of individual as it appears on security clearance application form: _____

Level of security clearance obtained: _____

Validity period of security clearance obtained: _____

Security Screening Certificate and Briefing Form file number: _____

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

- iii. **Substantiation of Technical Compliance:**

The technical bid must substantiate the compliance of the bidder and its products and services with the specific requirements of Attachment "(X)", which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment "(X)", where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

- iv. ***[Optional]* For Previous Similar Projects:** Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a project must have been completed *[or, optional wording, replace "completed" with "commenced"]* by the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the TBIPS descriptions *[or, optional wording, delete the word "TBIPS"]* of the Resource Categories identified in Annex "(X)". Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given Resource Category.
- v. **For Proposed Resources:** The technical bid must include *[Option 1]* résumés for the resources as identified in Attachment "(X)". *or [Option 2]* the number of résumés, per Resource Category, as identified in Attachment "(X)". The same individual must not be proposed for more than one Resource Category *[insert if applicable: or more than one Workstream]*. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:

- A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work
- B. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
- C. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
- D. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
- E. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- F. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience

vi. **Customer Reference Contact Information:**

- A. **[Option 1]** The Bidder must provide customer references. The customer reference who must each confirm, "when" or "if" requested by Canada **[Option A]** the information required by Articles "(X)" of Attachment "(X)", or **[Option B]** the facts identified in the Bidder's bid, as required by Attachment "(X)".
[Option 2] In conducting its evaluation of the bids, Canada may, but will have no obligation to request that a bidder provide customer references. If Canada sends such a written request, the bidder will have 2 working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive. These customer references must each confirm "when" or "if" requested by Canada, **[Option A]** the information required by Articles "(X)" of Attachment "(X)" or **[Option B]** the facts identified in the Bidder's bid, as required by Attachment "(X)".

- B. The form of question to be used to request confirmation from customer references is as follows: *[or delete “as follows” and insert reference to an attachment]*

For example:

“Has [the Bidder] provided your organization with [describe the services and, if applicable, describe any required time frame within which those services must have been provided]?”

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

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

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

- C. For each customer reference, the Bidder must, at a minimum, **provide the name, the telephone number and e-mail address** for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

- vii. **[Example - Delete if N/A] Corporate Profile:** The Bidder is requested to provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.

3.3 SECTION II: FINANCIAL BID

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in **Annex “X”** of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. **[Delete if N/A] Variation in Resource Rates By Time Period:** For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
- the rate bid must not increase by more than **5%** from one time period to the next *[adjust the percentage as needed]*, and
 - the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period
- c. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- d. **Blank Prices:** Bidders are requested to insert “\$0.00” for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as “\$0.00” for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add

or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.4 SECTION III: CERTIFICATIONS

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

3.5 SECTION IV: ADDITIONAL INFORMATION **[Delete of N/A]**

a. Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures

As indicated in Part 6 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s)' site(s) or premises for which safeguarding measures are required for Work Performance.

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Bidder and proposal individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

[Optional wording] Bidders are requested to indicate this information on their Bid Submission Form.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

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

- A. verify any or all information provided by the Bidder in its bid; or
- B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

The Bidder must provide the information requested by Canada within *[insert days]* working days of a request by the Contracting Authority.

- iv. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 TECHNICAL EVALUATION

[Insert if applicable: "A separate technical evaluation will be conducted for each Workstream."]

a. **Mandatory Technical Criteria :**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment "(X)"- Bid Evaluation Criteria.

b. **Point-Rated Technical Criteria *[if applicable]* :**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment "(X)" - Bid Evaluation Criteria.

***[Delete if N/A]* Number of Resources Evaluated:** Only a certain number of resources per Resource Category will be evaluated as part of this bid solicitation as identified in *Annex ("X")*. Additional resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 - Resulting Contract Clauses, the Article titled "Task Authorization". When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form's Statement of Work. The proposed resource will then be assessed against the criteria identified in the Contract's Statement of Work in accordance with *Appendix ("X") of Annex ("X")*.

c. **Reference Checks :**

- i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day using the email address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's email was sent.
- ii. *[Option 1: Bidder to be notified that customer reference has not responded]* On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.

[Option 2: No obligation for Crown to notify Bidder that customer reference has not responded]
If Canada does not receive a response from the contact person within the 5 working days, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.

- iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iv. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- v. *[Optional - Making reference checks discretionary]* Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

4.3 FINANCIAL EVALUATION

Client Departments are to define their own financial evaluation methodology. PWGSC can be consulted for examples.

4.4 BASIS OF SELECTION

Client Departments are to define their own basis of selection. PWGSC can be consulted to provide examples.

PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below. 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 Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority for additional information will also render the bid non-responsive or constitute a default under the contract.

5.1 CERTIFICATIONS REQUIRED WITH BID

Bidders must submit the following duly completed certification(s) as part of their bid.

a. 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/documents/formulaire-form-eng.pdf>), to be given further consideration in the procurement process.

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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

requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

a. Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available from [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page) (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page).

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

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

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

5.3 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

a. Professional Services Resources

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

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

- A. Following verification from the Contract Authority, should the resulting Contract be awarded within 30 days from the solicitation closing date, the proposed resource must be available to perform the services in accordance with the Contract. If during the verification, the proposed resource is no longer available, the next ranked compliant bidder will be awarded the Contract.
 - B. Should the resulting Contract not be awarded within 30 days from the solicitation closing date, and the proposed resource is no longer available to perform the services due to circumstances beyond the control of the bidder, that bidder will have an opportunity to replace the resource with a replacement of equivalent or higher qualifications and experience as determined by the solicitation's evaluation criteria.
- ii. By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
 - iii. If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
 - A. the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;

- B. the name, qualifications and experience of a proposed replacement immediately available for work; and
- C. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

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

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

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

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

b. Certification of Language - *[English or Bilingual or French]* Essential *[Delete if N/A]*

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be

[Option 1 - Unilingual English] fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

[Option 2 - Bilingual] fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

[Option 3 - Unilingual French] fluent in French. The individual(s) proposed must be able to communicate orally and in writing in French without any assistance and with minimal errors.

c. Submission of Only One Bid

By submitting a bid, the Bidder is certifying that it does not consider itself to be related to any other bidder.

d. Other Certifications *[As Applicable]*

PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 SECURITY REQUIREMENT

[Option 1 - mandatory at contract award - delete if no security requirement]

- a. Before award of a contract, the following conditions must be met :
 - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
 - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 – Resulting Contract Clauses; and

- iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites
 - iv. *[if applicable]* the Bidder's proposed location of work performance and document safeguarding must meet the security requirement as indicated in Part 7 – Resulting Contract Clauses;
 - v. *[if applicable]* the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 – Section IV, Additional Information.
- b. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
 - c. For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document on the Departmental Standard Procurement Documents Website.
 - d. In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

[Option 2 - mandatory at bid closing - delete if no security requirement]

- a. At the date of bid closing, the following conditions must be met :
 - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
 - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 – Resulting Contract Clauses; and
 - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
 - iv. *[if applicable]* the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 – Resulting Contract Clauses;
 - v. *[if applicable]* the bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 – Section IV Additional Information.
- b. For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- c. In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

6.2 FINANCIAL CAPABILITY *[Delete if N/A]*

- a. SACC Manual clause A9033T (_____) *(insert date)* Financial Capability applies except that subsection 3 is deleted and replaced with the following :

"If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder;

however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."

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

6.3 CONTROLLED GOODS REQUIREMENT *[Delete if N/A]*

- a. SACC Manual clause A9130T (_____) *(insert date)* Controlled Goods Program
- b. In the case of a joint venture bidder, each member of the joint venture must meet the requirements of the Controlled Goods Program.

PART 6C RESULTING MODEL CONTRACT CLAUSES (SA)

These model resulting contract clauses contain samples of the terms that will form the basis for any future resulting contracts under the Task-Based Informatics Professional Services (TBIPS) Supply Arrangement method of supply.

To the extent possible, these Articles are written as they will appear in any future contracts resulting from the TBIPS Supply Arrangement, however, individual resulting contract clauses may be modified to suit individual Client requirements. For example, the term of the resulting contract and the basis of payment clauses may all be tailored to individual Client requirements.

RESULTING CONTRACT CLAUSES

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

1 REQUIREMENT

- a. [] (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s)** : Under the Contract, the "Client" is _____.
[Optional: - if Client will be Shared Services Canada] Under the Contract, the "Client" is Shared Services Canada ("SSC"), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the Contract period, and those other organizations for whom SSC's services are optional at any point during the Contract period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.
- c. **Reorganization of Client**: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term** : Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - a. Any reference to an Identified User is a reference to the Client.
 - b. "deliverable" or "deliverables" includes all documentation outlined in this Contract
 - c. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

2 [APPLIES IF REQUIRED BY THE RFP] TASK AUTHORIZATION ("TA")

- a. **As and When Requested Task Authorizations**: The Work or a portion of the Work to be performed under the Contract on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not

commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

[Optional: Use where resources will be assessed after Contract Award at the TA stage] Assessment of Resources Proposed at TA Stage: Processes for issuing, responding to and assessing Task Authorizations are further detailed in **Appendix "X" of Annex "X" [Insert applicable location]**.

b. Form and Content of Task Authorization :

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

- c. **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority, within working days of receiving the draft Task Authorization **[note: this must be at least 48 hours as this minimum is stated in the TA as a default]** (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

d. Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:

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

- A. for any TA with a value less than or equal to \$ **[insert TA's delegated authority if applicable]** (including Applicable Taxes), the TA must be signed by the Technical Authority; and
- B. for any TA with a value greater than this amount, a TA must be signed by the Technical Authority and the Contracting Authority.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not

appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

- e. *[Optional - Only for DND Contracts]* **Administration of Task Authorization Process for DND:** The administration of the Task Authorization process will be carried out by _____ *[insert: the applicable Department of National Defence designation, e.g., D MAR P 4-6-8]*. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.
- f. **Periodic Usage Reports:**
- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below *[Note: Instead of "below", officers may instead refer to an Annex detailing the requirements - for example, some officers provide a sample report as an Annex]*. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a *[insert "quarterly basis" or specify an alternate reporting period and revise the periods set out in the next sub-paragraph]* to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
 - ii. The quarterly periods are defined as follows:
 - A. April 1 to June 30;
 - B. July 1 to September 30;
 - C. October 1 to December 31; and
 - D. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than _____ *[insert number of days]* calendar days after the end of the reporting period.
 - iii. Each report must contain the following information for each validly issued TA (as amended):
 - A. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
 - B. a title or a brief description of the task;
 - C. the name, Resource category and level of each resource involved in performing the TA, as applicable;
 - D. the total estimated cost specified in the TA (applicable taxes extra);
 - E. the total amount (applicable taxes extra) expended to date;
 - F. the start and completion date; and
 - G. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
 - iv. Each report must also contain the following cumulative information for all the validly issued TAs (as amended):
 - A. the amount (applicable taxes extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and
 - B. the total amount, applicable taxes extra, expended to date against all validly issued TA's.
- g. *[Optional]* **Refusal of Task Authorizations or Submission of a Response which is not Valid:** The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the

Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the TA at pricing not exceeding the rates set out in Annex X. Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 2%. This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).

I. **[Optional] Pre-Cleared Resources:**

The Contractor must:

- i. ensure that the specific individuals named in Annex X of this Contract or acceptable alternatives remain available in appropriate quantities for work under the Task Authorizations to be issued in accordance with this Contract, and must also ensure that these individuals maintain any professional qualifications and security levels associated with the corresponding resource categories of the bid solicitation for which they are available; and
- ii. avoid delays associated with the Contract's security requirements by initiating the assessment and security clearance of additional resources by Canada within ____ business days of Contract award and on an ongoing basis during the Contract Period, in the quantities specified for each resource category in the Annex. Each such resource must meet the minimum qualifications applicable to the resource category for which they are available, as well as the security requirements identified in the Contract. If accepted by Canada, the Contract will be amended to list each such resource by name.

The resources identified in the Contract must be maintained and available in the quantities specified throughout the Contract Period. There is no limit to the number of resources that the Contractor may submit for consideration and assessment on an ongoing basis; however, the submission of alternatives does not relieve the Contractor from its obligation to provide, for a given task, specific individuals agreed to be provided to Canada in a validly issued TA or elsewhere as required by the terms of this Contract.

- m. Consolidation of TAs for Administrative Purposes: The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

3 [APPLIES IF REQUIRED BY THE RFP] MINIMUM WORK GUARANTEE

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

- iii. for convenience within ten business days of Contract award.

4 STANDARD CLAUSES AND CONDITIONS

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

a. **General Conditions :**

2035 (____)(*insert date*), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

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

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.

5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of

- a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
- b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

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

b. **Supplemental General Conditions :**

The following Supplemental General Conditions:

- i. **[applies if required by the RFP]** 4002 (____)(*insert date*), Supplemental General Conditions – Software Development or Modification Services;
- ii. 4006 (____)(*insert date*), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information;

OR

[applies if required by the RFP] 4007 (____)(*insert date*), Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information;

- iii. **[applies if required by the RFP]** 4008 (____)(*insert date*), Supplemental General Conditions – Personal Information ; apply to and form part of the Contract.

5 **[APPLIES IF REQUIRED BY RFP]** SECURITY REQUIREMENT

[Option 1]

The following Security Requirement Check List (SRCL and related clauses) applies to the Contract.

[Insert the applicable pre-approved TBIPS SA clauses, and attach the related Security Requirement Check List (SRCL) as an Annex.]

[For example, below is the clause related to SRCL #Common PS SRCL #11]

PWGSC FILE # Common PS SRCL #11

1. The Contractor/Offoror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. This contract includes access to Controlled Goods. Prior to access, the contractor must be registered in the Controlled Goods Program of PWGSC.
3. The Contractor/Offoror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/ PWGSC.
4. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/ PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of PROTECTED B.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/ PWGSC.
6. The Contractor/Offoror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - b) Industrial Security Manual (Latest Edition)

[Option 2]

The following Security Requirement (SRCL and related clauses) applies to the Contract.

[Insert the applicable pre-approved Common Professional Services Security clauses, and attach the related Security Requirement Check List (SRCL) as an Annex.]

Additionally, resources may be assessed for Reliability *[or insert Secret, Top Secret, or a combination, as applicable]* Status by the Technical Authority prior to commencing the Work, and from time to time throughout the Contract Period. The assessment may include a credit check. Upon request of the Technical Authority, in respect of any given resource, the Contractor must submit

(i) the current level of security clearance granted or approved by Industrial Security Program (ISP)/PWGSC; and

(ii) a completed signed TBS 330-23 Form - Personnel Screening Consent and Authorization (<https://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>).

In the event a resource does not pass the Technical Authority's assessment, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions.

[Option 3]

There is no PWGSC Security Requirement applicable to this Contract, however there is a Technical Authority Security Requirement. The Technical Authority may conduct its own local law enforcement checks, may conduct a security interview and fingerprinting session, may enforce an escorting requirement on its facilities or sites, and may deny access to a facility or site based on the results of any of these actions.

Additionally, resources may be assessed for Reliability *[or insert Secret, Top Secret, or a combination, as applicable]* Status by the Technical Authority prior to commencing the Work, and from time to time throughout the Contract Period. The assessment may include a credit check. Upon request of the Technical Authority, in respect of any given resource, the Contractor must submit a completed signed TBS 330-23 Form - Personnel Screening Consent and Authorization (<http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.pdf>).

In the event a resource does not pass the Technical Authority's assessment, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions.

[Option 4]

Contractor's Site(s) or Premises Requiring Safeguarding Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's and individual(s) site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following address:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individual(s) hold a valid security clearance at the required level.

[Option 5]

There is no security requirement applicable to this Contract.

6 CONTRACT PERIOD

- a. **Contract Period** : The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends ; and
 - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. ~~[Delete if no options to extend]~~ **Option to Extend the Contract** :
 - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to additional -month/year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

7 AUTHORITIES

- a. **Contracting Authority** *[To be provided in each RFP]*

The Contracting Authority for the Contract is:

Name : []
Title : []
Organization : []
Address : []
Telephone : []
Facsimile : []
E-mail address : []

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

b. **Technical Authority** *[To be provided at time of Contract award]*

The Technical Authority for the Contract is:

Name : []
Title : []
Organization : []
Address : []
Telephone : []
Facsimile : []
E-mail address : []

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

c. **Contractor's Representative** *[Fill in or delete as applicable]*

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

8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

9 PAYMENT

a. **Basis of Payment**

- i. ***[Option 1]* Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in **Annex "X"**, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: [\$]

- ii. **[Option 2] Professional Services provided with a Maximum Price:** For the provision of professional services the Contractor will be paid, in arrears, up to the Maximum Price in the Contract, for actual time worked and any resulting deliverables in accordance with the firm, all-inclusive per diem rates set out in **Annex "X"**, Basis of Payment, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: [\$_____]

- iii. **[Option 3] Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in **Annex "X"**), **Applicable taxes** extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: [\$_____]

- iv. **[Option 4] Professional Services provided with a Firm Price:** For professional services requested by Canada, Canada will pay the Contractor the firm price set out in the Contract (based on the firm, all-inclusive per diem rates set out in **Annex "X"**, Applicable taxes extra.

Estimated Cost: [\$_____]

- v. **[Option 5] Professional Services:** For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in **Annex "X"**, Basis of Payment, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday

Estimated Cost: [\$_____]

- vi. **Pre-Authorized Travel and Living Expenses : ((1) or (2) below will apply if required by the RFP)**

[Option 1] Canada will not pay any travel or living expenses associated with performing the Work.

- A. **[Option 2]** For the requirements to travel described in section(s) [_____] the Contractor will be reimbursed its pre-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 "travelers", rather than those referring to "employees". All travel must have the prior authorization of the **[insert "Technical" or "Project" or "Contracting"]** Authority. Travel requests will only be considered for a work location which is located more than 100 kilometers from _____ **(insert the standard work location under this contract)**
- B. **[Option A]** The Contractor will be paid for actual time spent travelling in accordance with the firm per diem rate set out in **Annex "X"** which per diem is based on a 7.5-hour workday. **[Option B]** The Contractor will be paid for actual time spent travelling at half the hourly rate. The hourly rate will be determined by dividing the firm per diem rate set out in **Annex "X"** by 7.5 hours. All payments are subject to government audit.
- C. The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

- D. Canada will not accept any travel and living expenses for any travel required between the Contractor's place of business and _____ [specify location] or any relocation of resources required to satisfy the terms of the Contract.

All payments are subject to government audit. Estimated Cost: [\$_____]

Travel Status Time: The Contractor will be able to charge for time spent travelling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location [Select Option A or Option B below]

[Option A] in accordance with the firm per diem rate set out in Annex "X" which is based on a 7.5-hour workday.

[Option B] at 50% of the hourly rate calculated by dividing the proposed firm all inclusive per diem divided by 7.5.

Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

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

- vii. **Applicable Taxes:**

Estimated Cost: [\$_____]

- viii. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

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

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

- b. **[Option 1 (C6001C) – Use for contracts other than Firm Price/Ceiling Price Contract] Limitation of Expenditure**

- xi. Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are _____ (insert "included", "excluded" or "subject to exemption") and applicable taxes are extra.
- xii. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the

- Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
- xiii. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
- A. It is 75 percent committed, or
 - B. 4 months before the Contract expiry date, or
 - C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- xiv. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

b. [Option 2 (C9010C) – Use for contracts under which ALL the work will be performed under Task Authorization.] Limitation of Expenditure – Cumulative Total of all Task Authorizations

- i. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum set out on page one of the Contract. Customs duties are _____ (insert "included", "excluded" or "subject to exemption") and applicable taxes are extra.
- ii. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- iii. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - A. when it is 75 percent committed, or
 - B. four (4) months before the contract expiry date, or
 - C. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,whichever comes first.
- iv. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

c. [Option 1 - Use for a contract where there will simply be a single payment based on the Basis of Payment)] Method of Payment Single Payment

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

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

c. [Option 2 - Use for a contract where there will simply be monthly payments based on the Basis of Payment (but not holdbacks, milestones, etc.)] Monthly Payment Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if :

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

c. *[Option 3 - Use where contract includes TAs that will be issued with a MAXIMUM PRICE per TA]*

Method of Payment for Task Authorizations with a Maximum Price: For each Task Authorization validly issued under the Contract that contains a maximum price:

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

[Option 4 - Use where contract includes TAs that will be issued with a FIRM PRICE per TA] **Method of Payment for Task Authorizations with a Firm Price – Lump Sum Payment on Completion :**

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

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

d. **Time Verification**

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

e. **Payment Credits** *[Optional]*

i. **Failure to Provide Resource:**

- A. If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of **10 days**.
- B. **Corrective Measures:** If credits are payable under this Article for **two consecutive months** or for **three months in any twelve-month period**, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have **five working days** to deliver the action plan to the Client and the Contracting Authority and **20 working days** to rectify the underlying problem.
- C. **Termination for Failure to Meet Minimum Availability Level :** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor **3 months'** written notice of its intent, if any of the following apply :
 1. the total amount of credits for a given monthly billing cycle reach a level of **10%** of the total billing for that month; or
 2. the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.

- ii. **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
 - iii. **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
 - iv. **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
 - v. **Canada's Rights & Remedies not Limited :** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
 - vi. **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.
- f. **[Optional] No Responsibility to Pay for Work not performed due to Closure of Government Offices**
- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
 - ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

10 INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, **and must show all applicable Task Authorization numbers.**
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. **[Option 1]** The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.
- e. **[Option 2]** The Contractor must provide the original and two copies of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

11 CERTIFICATIONS

- a. Compliance with the certifications provided by the Contractor in its bid or any TA quotation is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.
- b. *[Delete if N/A]* **SACC Manual Clauses**
 - i. *[insert SACC clause ID number] (____)(insert date), [insert SACC clause title]*

12 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and 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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.202131537.154425323.1406223033)" list (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.202131537.154425323.1406223033). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

13 COPYRIGHT IN MATERIAL

[Delete if N/A: Only include if you also included Option 3 in the article in Part 2 titled "Basis for Canada's Ownership of Intellectual Property"]

- a. In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract that is required by the Contract to be delivered to Canada and in which copyright subsists, excluding any computer software code and all documentation manuals or guides intended to assist end users or technicians in respect of that code. "Material" does not include anything created by the Contractor before the award date of the Contract.
- b. Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- c. The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.
- d. The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

14 APPLICABLE LAWS

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

15 PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. *[delete those that don't apply]* Supplemental general conditions, in the following order :

- i. 4002 () (insert date), Supplemental General Conditions – Software Development or Modification Services;
 - ii. 4006 () (insert date), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information;
- OR**
- 4007 () (insert date), Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information; *[if 4006 is included 4007 CANNOT be, and vice versa]*
 - iii. 4008 (insert date), Supplemental General Conditions – Personal Information;
- c. General Conditions 2035 (insert date);
 - d. **Annex X**, Statement of Work- **Annex A** including its Appendices as follows (*Delete if N/A*) ;
 - i. **Appendix A** to Annex A - Tasking Assessment Procedure;
 - ii. **Appendix B** to Annex A - Task Authorization (TA) Form;
 - iii. **Appendix C** to Annex A - Resource Assessment Criteria and Response Table;
 - iv. **Appendix D** to Annex A - Certifications at the TA stage
 - e. **Annex X**, Basis of Payment;
 - f. **Annex X**, Security Requirements Check List (*if applicable – delete if N/A*);
 - g. the signed Task Authorizations including any required Certifications (*if applicable – delete if N/A*);
 - h. the Contractor's bid dated [] (insert date of bid), as amended [] (insert date(s) of amendment(s) if applicable).

16 [APPLIES IF REQUIRED BY THE RFP] DEFENCE CONTRACT

SACC Manual Clause A9006C (2008-05-12) Defence Contract

SACC Manual Clause C2801C (2010-01-11) Priority Rating – Canadian Contractors

17 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause A2000C () (insert date) Foreign Nationals (Canadian Contractor)

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

18 [APPLIES IF REQUIRED] FOREIGN NATIONALS (FOREIGN CONTRACTOR)

SACC Manual clause A2001C () (insert date) Foreign Nationals (Foreign Contractor)

19 INSURANCE REQUIREMENTS

A. Compliance with Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. Commercial General Liability Insurance

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

- m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

C. Errors and Omissions Liability Insurance

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

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

20 [APPLIES IF REQUIRED BY THE RFP] CONTROLLED GOODS PROGRAM

SACC Manual Clause A9131C (_____) (insert date) Controlled Goods Program

21 LIMITATION OF LIABILITY – INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

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

- A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
- B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

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

c. Third Party Claims :

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

22 JOINT VENTURE

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

- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

23 PROFESSIONAL SERVICES – GENERAL

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

Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (1) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (2) (a) above, or require another replacement in accordance with this sub article (c).

Where an Excusable Delay applies, Canada may require (c) (2) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the

Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

24 **[APPLIES IF REQUIRED BY THE RFP] PROFESSIONAL SERVICES FOR PRE-EXISTING SOFTWARE**

- a. **Pre-Existing Software:** The "Pre-Existing Software" consists of the computer programs listed in Annex "X", which are either proprietary to Canada or licensed to Canada by a third party, in respect of which Canada requires certain professional services.
- b. **Software Services :** During the Contract Period, the Contractor must provide the Client with the following "Services for Pre-Existing Software" as and when requested by Canada through a Task Authorization :
 - i. accessing, downloading, storing, installing, loading, processing, configuring and implementing any additional software code related to the Pre-Existing Software (such as new releases, versions, patches, and bug fixes), as soon as it becomes available;
 - ii. keeping track of the software publisher's software releases for the purpose of configuration control; and
 - iii. *[if there are any other obligations in addition to those above that do not involve developing new code or granting a software license, set them out here. If there are no further obligations, delete this paragraph, put a period at the end of para (ii), and move the "and" to the end of para (i)].*
- c. **No Software Development:** The Contractor is not required to develop, program or provide additional software code related to the Pre-Existing Software as part of the Work performed under the Contract.
- d. **Providing Training related to Pre-Existing Software:**
 - i. The Contractor must provide *[describe type - e.g., classroom, online]* training in the use of the Pre-Existing Software on an "as-and-when-requested" basis during the Contract Period when a Task Authorization for training is issued in accordance with the Contract.
 - ii. Canada may issue a Task Authorization whenever it has at least people who require training. *[describe here any requirements relating to class size, etc. Otherwise, delete this paragraph]*
 - iii. The training must be provided at various locations across Canada, as requested in the Task Authorization.
 - iv. The training must be available within 15 working days of the Task Authorization being issued.
 - v. The training, including both the instruction and the course materials, must be provided in *[English and/or French]*.
 - vi. Before providing any training, at least 10 working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval. *[if there is a training plan, delete this paragraph, if the training plan will already include this information]*
- e. **Title:** Except as otherwise specifically provided in these Articles of Agreement, title to the Pre-Existing Software will be unaffected by the performance of the Services for Pre-Existing Software and, to the extent that the Pre-Existing Software is subject to a license for use from a third party, its use will remain subject to the conditions of Canada's license.
- f. **Access:** Canada will provide to the Contractor any information regarding any passwords, authorization codes or similar information that might be necessary to perform the Software Services, provided that in doing so Canada is not in default of any obligations regarding the use of the Pre-Existing Software. The Contractor agrees that it is a term of the Contract that it will not disclose or distribute any part of the Pre-Existing Software to any other person or entity or otherwise violate the proprietary rights of the owner of the Pre-Existing Software.

25 SAFEGUARDING ELECTRONIC MEDIA

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

26 [APPLIES IF REQUIRED BY THE RFP] REPORTING REQUIREMENTS

The Contractor must provide the following reports to the Contracting Authority at the following times *[describe reporting obligations, any requirements relating to format, and the deadlines for submitting the reports]*

27 REPRESENTATIONS AND WARRANTIES

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

28 [APPLIES IF REQUIRED BY THE RFP] ACCESS TO CANADA'S PROPERTY AND FACILITIES

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

29 [APPLIES IF REQUIRED BY THE RFP] GOVERNMENT PROPERTY

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

[list items or refer to an Annex or the SOW if there is a long list]

30 [APPLIES IF REQUIRED BY THE RFP] IMPLEMENTATION

- a. **Finalization of Draft Implementation Plan:** Within ten working days of the Contract being awarded, Canada will provide any comments it has regarding the draft implementation plan submitted by the Contractor as part of its bid. The Contractor must update the implementation plan to reflect Canada's comments within five working days and resubmit it to Canada for approval.
- b. **Implementation of Professional Services:** If similar professional services are currently being provided by another supplier or by Canada's own personnel, the Contractor is responsible for ensuring that the transition to the professional services it provides under the Contract is completed in a way that does not disrupt Canada's operations or users, and does not result in any interim degradation to the

timeliness or quality of service. The Contractor is solely responsible for any additional training required by its resources to perform the Work, and time spent by resources on that training or becoming familiar with the Client's environment must not be charged to Canada. The transition will be considered complete once the Contractor has demonstrated, to the satisfaction of the Technical Authority, that it is ready and able to carry out the Work. The transition must be complete by no later than [] working days after the Contract is awarded. All costs associated with establishing itself to provide the professional services are the responsibility of the Contractor.

31 [APPLIES IF REQUIRED BY THE RFP] TRANSITION SERVICES AT END OF CONTRACT PERIOD

The Contractor agrees to execute the transition tasks identified within Appendix ___ of the Statement of Work, in the period leading up to the end of the Contract Period, and it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier.

32 [APPLIES IF REQUIRED BY THE RFP] IDENTIFICATION PROTOCOL RESPONSIBILITIES

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

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

**ANNEX A TO COMPONENT II – SUPPLY ARRANGEMENT
QUALIFIED CATEGORIES**

Annex A to Component II will be attached to the TBIPS Supply Arrangement upon award.

COMPONENT III – TERMS OF THE RESULTING STANDING OFFER, CALL-UP PROCEDURES FOR THE STANDING OFFER, AND CALL-UP CLAUSES ISSUED AGAINST THE STANDING OFFER

PART 7A RESULTING STANDING OFFER (SO)

1. OFFER

The Offeror offers to perform the Work in accordance with the “[Requirements for Services](http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html)” available at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html> which are also identified in Annex A to Part 7 “Qualified Categories and Rates.”

Task Based Informatics Professional Services or “TBIPS” refers to services related to a particular activity or initiative required to address a specific Information Technology (IT) need, which are usually associated with a specified set of responsibilities. The tasks involved are finite work assignments which require one or more resources to complete. A task involves a specific start date, a specific end date, and set deliverables. Tasks are usually not large projects, although they may be subsets of a larger project. Tasks may require highly specialized work to be performed requiring a rare or unique skill or knowledge for a short period of time.

2. SECURITY REQUIREMENT

- (a) The Offeror must hold, at minimum, a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD) as specified below, in order to remain an Offeror. The SO Authority may verify the Offeror's security clearance with the CISD of PWGSC at any time during the period of the SO.
- (b) The requirements to be procured under this SO are subject to the requirements identified in the Security Requirement Article identified in each individual Call-up.
- (c) Subcontracts which contain security requirements are not to be awarded without prior written permission of CISD/PWGSC
- (d) In the case of a joint venture, for any given Call-up the highest level of corporate security attainable through CISD of PWGSC is the lowest level held by any single member of the joint venture. For example, a joint venture with five (5) members is comprised of four (4) members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid Designated Organizational Screening (DOS). The highest corporate security level for which the joint venture would be considered under this SO would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the SO Authority and obtained a valid FSC at the Secret level as issued by CISD.
- (e) Additional security checks may be conducted by the Identified User.

3. STANDARD CLAUSES AND CONDITIONS

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

3.1 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the SO.

3.2 Standing Offer Reporting

The Offeror must provide a Quarterly Usage Report (QUR) to the SO Authority on a quarterly basis. These submissions must be made by completing and forwarding an electronic copy of the QUR (in Excel format) to the SO Authority to the following e-mail address:

RapportsMDAI.IMOSReports@tpsgc-pwgsc.gc.ca

Each QUR must be submitted using the electronic template entitled "<Offeror Name> Quarterly Usage Report". The reports must be submitted to the SO Authority according to the following schedule:

1st quarter: April 1 to June 30	(Due on or before July 15th)
2nd quarter: July 1 to September 30	(Due on or before October 15th)
3rd quarter: October 1 to December 31	(Due on or before January 15th)
4th quarter: January 1 to March 31	(Due on or before April 15th)

The Offeror must report:

- a. All call-ups issued during the period in question;
- b. All positive value amendments to call-ups issued during the period regardless of when the original call-up was issued. Offerors are not to report zero value or negative value amendments.
- c. For call-ups that have an "as and when requested" component (e.g. contracts with Task Authorizations), Offerors shall report only the original value of the call-up. Amendments issued to the call-up related to the "as and when requested" component (e.g. contracts with Task Authorizations) shall not be reported.

If an Offeror does not receive any call-ups during the period, the Offeror must confirm this by submitting a NIL QUR REPORT. Simply responding NIL by e-mail will not suffice; a copy of the QUR must be opened, completed and submitted. The Offeror understands that failure to comply may result in the set-aside of the SO.

The Offeror understands that failure to comply with this requirement may result in the setting aside of authority to utilize the SO. If reports are not submitted on time or are inaccurate or incomplete, PWGSC may suspend the Offeror's SO without notice.

Sample QUR is available upon request.

4. TERM OF STANDING OFFER

Period of the Standing Offer

The period for making Call-ups against the SO shall be for one year from the date of issuance as stated on page 1 of the SO.

5. AUTHORITIES

5.1 Standing Offer Authority

The SO Authority is:

Name: Manager of the Informatics Method of Supply (IMOS)
Department: Public Works and Government Services Canada
Branch: Acquisitions Branch
Directorate: Informatics and Telecommunications Systems Procurement Directorate
Address: Portage III - 4C1, 11 Laurier Street, Gatineau, Quebec, K1A 0S5
E-mail: RCNMDAI.-NCRIMOS@tpsgc-pwgsc.gc.ca

The SO Authority (or its authorized representative) is responsible for the establishment of the SO, its administration and its revision, if applicable. Upon the making of a Call-up, the Contracting Authority is responsible for any contractual issues relating to an individual Call-up made against the SO. Any changes to the SO must be authorized in writing by the SO Authority.

5.2 Offeror's Representative - Main Supplier Contact and Regional Contacts

(a) Main Supplier Contact (MSC)

The CPSS MSC is the central point of contact within the Offeror for all matters pertaining to this SO. The Offeror confirms that this individual has the authority to bind the Offeror.

It is the Offeror's sole responsibility to ensure that the information related to the MSC Representative is correct. If a replacement is required, the Offeror will inform CPSS by e-mail at TPSGC.SSPC-CPSS.PWGSC@tpsgc-pwgsc.gc.ca.

(b) Regional Contacts

It is the Offeror's sole responsibility to ensure that the information related to the Offeror's Regional Contact Representatives is correct. If replacements are required, the MSC will log into CPSS to make the necessary updates.

(c) Other

The Offeror may designate another individual to represent the Offeror for administrative and technical purposes under any contract resulting from this SO.

6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

7. CLIENTS / IDENTIFIED USERS

The Identified Users (also called Clients) include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, IV, and V of the *Financial Administration Act*, R.S., 1985, c. F-11 and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.

At any time Canada may withdraw authority from any of the Identified Users to use the SO.

8. 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 call-up against the SO;
- (b) the articles of the SO;
- (c) the general conditions 2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services;
- (d) the general conditions 2035 (2016-04-04), General Conditions - Services, apply to and form part of the Contract;
- (e) Annex A to Component III, Qualified Categories and Rates;

- (f) the [Requirements for Services](http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html) of the SO available at : <http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>;
- (g) Security Requirements Check List (SRCL);
- (h) Annex C to Component III, Model Availability Confirmation Form; and
- (i) the Offeror's offer received in response to this RFSO

9. CERTIFICATIONS

Compliance with the certifications provided by the Offeror is a condition of authorization of the SO and subject to verification by Canada during the term of the SO and of any resulting contract that would continue beyond the period of the SO. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the SO.

10. APPLICABLE LAWS

The SO and any contract resulting from the SO must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada, unless otherwise stipulated in the Offeror's bid in response to the bid solicitation that resulted in this SO.

11. CONFIRMATION OF QUALIFICATION

1. The Offeror must continue to meet all the qualification requirements related to the SO during the entire period of the SO. Any certification provided by the Offeror must be true on the date of the issuance of the SO and remain true throughout the period of the SO. The Offeror must immediately notify the SO Authority if it no longer meets any of the qualification requirements of the SO.
2. The SO Authority may require the Offeror to confirm its qualification at any time and provide evidence to support its confirmation. If the Offeror no longer meets any of the requirements for qualification, Canada may, at its option:
 - (a) suspend authority for the use of the SO until the Offeror has demonstrated, to the satisfaction of Canada that it meets the requirements in respect of which it has been found deficient. During this time, no call ups will be made under the SO;
 - (b) suspend the Offeror's qualification under specific categories of the SO until the Offeror has demonstrated, to the satisfaction of Canada, that it meets the requirements in respect of which it has been found deficient. During this time, no call ups will be made under their SO for those categories;
 - (c) set aside the SO or the Offeror's qualification for specific categories, in which case, the Offeror will not be allowed to submit a new offer for consideration until the requirement is re-competed.

12. SUSPENSION OR SET ASIDE OF QUALIFICATION BY CANADA

1. Canada may, by sending written notice to the Offeror, suspend or set aside the SO under any of the following circumstances:
 - (a) the Offeror no longer meets any of the required qualifications of the SO as provided for in the section titled "Confirmation of Qualification",
 - (b) the Offeror has made public any information that conflicts with the terms, conditions, pricing or availability of systems identified in this SO;
 - (c) the Offeror is in default in carrying out any of its obligations under any resulting contract and Canada has exercised its contractual right to terminate the contract for default;
 - (d) the Offeror is in default in carrying out any of its obligations under this SO; or

- (e) Canada has imposed measures on the Offeror under the Vendor Performance Corrective Measures Policy (or such similar policy that may be in place from time to time).
- 2. Suspension or set aside of the SO will not affect the right of Canada to pursue other remedies or measures that may be available. It will not, on its own, affect any call up entered into before the issuance of the notice. The SO Authority will however remove the Offeror from the list of Offerors eligible to receive call ups under this SO. The Offeror will not be able to submit another offer, and the Offeror will not be allowed to submit a new offer for consideration until the requirement is re-competed.

13. ABORIGINAL BUSINESS CERTIFICATION

- (a) Where an Aboriginal Business Certification has been provided, the Offeror warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
- (b) If such a Certification has been provided, the Offeror must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Offeror must provide all reasonably required facilities for any audits.
- (c) Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to any contract arising from this SO.

14. DELIEVERY REQUIREMENTS WITHIN A CLCSA

The SO is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.

15. ENVIRONMENTAL CONSIDERATIONS

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Offerors should:

- (a) Paper consumption
 - Provide and transmit draft reports, final reports, other documents and bids in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Identified User.
 - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
 - Recycle unneeded printed documents (in accordance with Security Requirements).
- (b) Travel requirements
 - The Offeror is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
 - Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to that link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors. <http://rehelv-acrd.tpsgc->

pwgsc.gc.ca/rechercher-search-eng.aspx

- Use of public/green transit where feasible.

16. TRAVEL AND LIVING – INDIVIDUAL CALL-UPS

Travel and Living does not apply for the purposes of this SO. However, there may be instances where the contractor is required to travel for individual requirements. Applicable Travel and Living clauses will be included in the Call-Up as necessary.

17. REGIONS AND METROPOLITAN AREAS

Definitions of the “Remote/Virtual Access, Regions and Metropolitan Areas” at the following link are incorporated by reference into this SO, with the exception that for the purposes of this SO, the Remote/Virtual Access is defined in A. (vii) below: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzrma-eng.html>.

The following Regions and Metropolitan areas may receive Services under this SO where a Supplier is qualified to do so:

A. Regions

- (i) National Capital
- (ii) Atlantic
- (iii) Quebec
- (iv) Ontario
- (v) Western
- (vi) Pacific
- (vii) Remote/Virtual Access (previously known as the National Zone): This is a separate zone and does not include any of the other Regions or Metropolitan Areas. It is used when a Client has no preference in terms of where the work is performed

B. Metropolitan Areas

- (i) National Capital
- (ii) Halifax
- (iii) Moncton
- (iv) Montreal
- (v) Quebec City
- (vi) Toronto
- (vii) Calgary
- (viii) Edmonton
- (ix) Saskatoon
- (x) Winnipeg
- (xi) Vancouver
- (xii) Victoria

For the geographical definitions of the Regions and Metropolitan Areas, refer to: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzrma-eng.html>, with the exception that the Remote/Virtual Access is defined in 17. A. (vii) above.

PART 7B CALL-UP PROCEDURES FOR THE STANDING OFFER (SO)

1. CALL-UP PROCEDURES (SO)

1.1 Multiple Offers Exist

Multiple SOs have been issued for the TBIPS requirement. Call-ups will be allocated among all the TBIPS Offerors in accordance with the processes described below within the specified monetary limitations. When accepted by Canada, each Call-up results in a separate contract between Canada and the Offeror.

1.2 Generation of Right of First Refusal List

The Offeror's rates per Category are attached at Annex A to Component III. Identified Users will use the Government of Canada's search engine to generate a right of first refusal list (List) for their requirement using the following search criteria: Regions, Metropolitan Areas, Security, Aboriginal Status, Category, Level of Expertise and number of resources. The List will rank Offerors meeting all the search criteria and possessing the necessary security clearance from the lowest cumulative price available for the requirement to the highest, in accordance with an Offeror's per diem rates. The List will be available to the Identified User for Call-up issuance and may be revised over time to reflect changes in the status of any Offeror. The lowest cumulative price will be calculated by adding together all the rates per Category for the number of resources, at the Level of Expertise of the required Categories.

Example: (If no level of effort is stipulated, use one day)

Identified User Requires:

P.9: Project Manager:	1 resource at Level 3
C.8 Network Security Analyst:	2 resources at Level 2
T.6 Telecommunication System Specialist:	3 resources at Level 1

Highest Ranking Offeror's Response:

P.9: Project Manager:	1 resource at Level 3 @ \$900 per day = \$900
C.8 Network Security Analyst:	2 resources at Level 2 @ \$400 per day = \$800
T.6 Telecommunication System Specialist:	3 resources at Level 1 @ \$500 per day = \$1500
Total Per Diem Rate:	$\$900 + \$800 + \$1500 = \3200 is the Lowest Cumulative Price

Second Highest Ranking Offeror's Response:

P.9: Project Manager:	1 resource at Level 3 @ \$ 800 per day = \$800
C.8 Network Security Analyst:	2 resources at Level 2 @ \$ 375 per day = \$750
T.6 Telecommunication System Specialist:	3 resources at Level 1 @ \$ 600 per day = \$1800
Total Per Diem Rate:	$\$800 + \$750 + \$1800 = \3350

1.3 Offeror Selection Methodology

Clients may direct a contract at or below \$25,000 (GST / HST included) to Offerors qualified in the applicable Categor(ies) in accordance with the Government Contracts Regulations, irrespective of the ranking of Offerors on the List.

For contracts above \$25,000 (GST / HST included), where the Identified User wishes to issue a Call-up under this series of SOs it must issue an Availability Confirmation Form (ACF Form) as per the model at Annex C to Component III, to either

- (i) the first ranked Offeror on the List, or
- (ii) up to a maximum of ten (10) at once of the highest ranked Offerors on the List (a Group Invitation). The SO Authority may increase or decrease the maximum number of Offerors permitted in any Group Invitation during the SO on thirty (30) days' notice in writing to all Offerors who received an SO.

If a Call-up is issued, it will be issued to the Offeror that meets the assessment criteria in the ACF Form and is the highest ranked Offeror on the List. An Offeror ranked lower on the List

cannot be chosen where an Offeror ranked above it has not been invited to respond (no ranked Offeror may be skipped).

Amongst the Group Invitation Offerors, if the highest ranking Offeror is unable to meet the assessment criteria, the next highest ranked Offeror that responded that meets the criteria may be issued the Call-up. Where that Offeror is unable to meet the assessment criteria, the Call-up may be issued to the next highest ranking Group Invitation Offeror that meets the criteria, and this process of invitation may be repeated as required within the Offerors that responded to the ACF Form, in accordance with the rankings on the List, until a Call-up is issued. In the event of a tie in the results of an assessment within a Group Invitation, the Call-up may be issued to the Offeror of the Identified User's choice.

Where no Offeror responds, or no Offeror is issued a Call-up in accordance with the procedures outlined above due to none of them being able to meet the assessment criteria, the Identified User may issue a single ACF Form to the next highest ranked Offeror, or may issue another Group Invitation for the requirement to a group comprised of the highest ranked Offerors on the List who were not invited in the previous Group Invitation. This process may be repeated as described above, proceeding sequentially down the list of ranked Offerors (no ranked Offerors may be skipped), until the Call-up is made.

1.4 Contents of the Availability Confirmation Form (Annex C to Component III)

Each Availability Confirmation Form (ACF Form) will identify the requirements of the Identified User's requirement by describing the specific project, including:

- (a) The Contract Period, including any options;
- (b) The specific Category (ies), Level of Expertise, and the number of resource(s) required;
- (c) The estimated level of effort required;
- (d) a proposed basis of payment using either a firm price or a maximum price not to exceed a financial limitation, in accordance with the firm per diem rates attached at Annex A to Component III;
- (e) The location where the required Services will be delivered;
- (f) Travel and Living requirements (if applicable);
- (g) The level of security clearance(s) required to carry out the required Services;
- (h) The contact information for the Project Authority;
- (i) The assessment criteria, which may include the specific areas of the Education, Certification and/or experience required;
- (j) The particulars of the Statement of Work; and
- (k) the response due date.

The terms and conditions set out in the ACF Form and Resulting Call-up Clauses that form part of this SO apply to the Call-up. Individual ACF Forms may require that the Services be performed in one or the other or both of Canada's Official Languages.

1.5 Response Requirements

By filling in the appropriate sections of the ACF Form, an Offeror will identify the resource(s) it is proposing to provide the Services. Offerors may respond in either official language, in accordance with the Official Languages Act and Regulations.

- (i) **Contents of Response:** The response must be signed by the Offeror or by an authorized representative of the Offeror. Timely receipt and correct direction of the response is the sole responsibility of the Offeror. The response must include all information necessary to fulfill all the requirements specified in the ACF Form and clearly identify:
 - (a) the resource(s) proposed for the required Categories of and Level of Expertise required, along with resume(s) setting out the proposed resource(s) qualifications

(experience, education, certifications - as applicable) in accordance with the “Requirements for Services” available at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>; and

- (b) information requested to satisfy the level of security clearance required to carry out the Services.
- (ii) **Timing of Response:** Offerors must provide the response to the Identified User within two working days of the ACF Form's issuance (or within a longer period if identified in the Form). Failure to provide a response within the specified time frame will be interpreted as being unable to perform the Services.
- (iii) **Offeror Certification:** By submitting and signing a response to an ACF Form, the Offeror certifies and warrants each of the following:
 - (a) Every individual proposed will be available to perform the Work starting at the time specified in the ACF Form or agreed to with the Identified User.
 - (b) If the Offeror has proposed any resource in fulfillment of the requirement who is not an employee of the Offeror, the Offeror certifies that it has written permission from such person or the employer of such person to propose the services of such person in relation to the work to be performed in fulfillment of the requirement and to submit such person's resume to the Identified User. During the assessment of the proposed resource, the Offeror must upon the request of the Identified User provide a copy of such written permission, in relation to any or all non-employees proposed. If the Offeror fails to comply with such a request, the Offeror's response will be considered non-responsive.
 - (c) It meets the insurance requirements described in this SO (if applicable).
- (vi) **Offeror Acknowledgment:** By submitting and signing a response to an ACF Form, the Offeror acknowledges each of the following:
 - (a) The Identified User has the right but is not obliged to:
 - i seek clarification or verify any or all information provided by the Offeror with respect to the ACF Form, either independently or by making a request of the Offeror. Where requested the Offeror will respond to the clarification within two working days of a request by Canada or such longer period as is specified in writing;
 - ii contact any or all of the references supplied, at the sole cost of the Offeror, to validate any information or data submitted by the Offeror. The reference will have a minimum of two working days or a longer period as specified in writing to provide the requested information to the Identified User. Wherever information provided by a reference differs from the information supplied by the Offeror, the information supplied by the reference will be the information taken as accurate.

In respect of (i) or (ii) above, if the Offeror does not provide the required information within the time limit requested, Canada may either allow additional time for the response, or consider the response not acceptable and proceed with the issuance of the ACF Form to another Offeror or Offerors in accordance with the Offeror Selection Methodology.

 - (b) Canada will not delay the issuance of any Call-up to allow Offerors to obtain the required security clearance. It is the responsibility of Offerors to ensure that all information required concerning the security clearance necessary to fulfill the Call-up is provided in its response to the ACF Form.

1.6 Assessment of Proposed Resources

The qualifications and experience of the proposed resource(s) will be assessed against – the “Requirements for Services” available at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>. The Identified User may request proof of successful completion of formal training, as well as reference information. Canada reserves the right to request references from an Offeror to conduct a reference check to verify the accuracy of the information provided. Should the reference(s) not confirm the required qualifications of the proposed resource(s) to perform the required services, Canada may consider the response not acceptable and proceed with the issuance of the ACF Form to another Offeror or Offerors in accordance with the Offeror Selection Methodology.

Where the Offeror is requested to provide information regarding qualifications or experience of its proposed resources, Offerors should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. Experience gained during formal education will not be considered work experience. All requirements for work experience will be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services. The month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once.

Where the Offeror is requested to provide information about the education or proof about the education of the proposed individual, the individual must have obtained its education from a recognized* Canadian university, or college or high school, or the equivalent as established by a recognized* Canadian academic credentials assessment service*, if obtained outside Canada.

*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/indexe.stm>

Where the Offeror is requested to provide proof of certification of the proposed resource, the Offeror must submit a copy of the certification received or proof that the resource have completed the certification program.

2. CALL-UP INSTRUMENT

The Work will be authorized or confirmed by the Identified User using the PWGSC-TPSGC [942, Call-up Against a Standing Offer](#) or other authorized PWGSC form.

3. LIMITATION OF CALL-UPS

Individual Call-ups against the SO must not exceed \$250,000 (Goods and Services Tax or Harmonized Sales Tax included).

PART 7C RESULTING CALL-UP CLAUSES ISSUED AGAINST THE STANDING OFFER

These resulting call-up clauses are the terms that will form the future resulting call-up under the Task-Based Informatics Professional Services (TBIPS) Standing Offer method of supply.

1. REQUIREMENT

- a. _____ (the “**Contractor**”) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in the Contract. This includes providing professional services as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client:** [One of the following two definitions will be used]
[Option 1] Under the Contract, the “**Client**” is _____ [to be filled in as per the ACF].
[Option 2] Under the Contract, the “**Client**” is Shared Services Canada (“SSC”), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC’s services are mandatory at any point during the Contract period, and those other organizations for whom SSC’s services are optional at any point during the Contract period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.
- c. **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. “deliverable” or “deliverables” includes all documentation outlined in this Contract.
 - iii. “Local office” of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

2. [applies if required by the ACF] TASK AUTHORIZATION

- a. **As and When Requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an “as-and-when-requested basis” using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- b. **Form and Content of Task Authorization:**

- i) The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the PWGSC-TPSGC 572 Task Authorization Form or DND 626 Task Authorization Form.
- ii) The draft Task Authorization will contain the details of the activities to be performed, and must also contain the following information, if applicable:
 - A. the task number;
 - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - C. the details of any financial coding to be used;
 - D. the categories of resources and the number required;
 - E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - F. the start and completion dates;
 - G. milestone dates for deliverables and payments (if applicable);
 - H. the number of person-days of effort required;
 - I. whether the work requires on-site activities and the location;
 - J. the language profile of the resources required;
 - K. the level of security clearance required of resources;
 - L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - M. any other constraints that might affect the completion of the task.
- c. **Contractor's Response to Draft Task Authorization:** Within the number of working days specified in the draft TA the Contractor must provide to the Technical Authority the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- d. **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

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

 - (A) for any TA with a value less than or equal to \$10 000 (including GST/HST), the TA must be signed by the Technical Authority; and
 - (B) for any TA with a value greater than this amount, a TA must be signed by the Technical Authority and the Contracting Authority.

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

- e. **[Applies if required by the ACF] Refusal of Task Authorizations or Submission of a Response Which Is Not Valid:** The Contractor must submit a response to every draft TA sent to it by Canada and if it does not, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions.
- f. **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.
- g. **Minimum Work Guarantee**
 - i. In this clause,
 - A. **"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract (excluding GST/HST); and
 - B. **"Minimum Contract Value"** means 5% of the Maximum Contract Value on the date the contract is first issued.
 - ii. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
 - iii. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
 - iv. Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
 - A. for default;
 - B. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - C. for convenience within 20 business days of Contract award

3. STANDARD CLAUSES AND CONDITIONS

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

a. General Conditions:

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

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

- 4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
- 5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of

(a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or

(b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

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

b. Supplemental General Conditions :

4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information applies to and form part of the Contract.

K3002C (2008-05-12) - General Conditions – Modifications - Contractor to own IP: No Explicit License Rights for Canada

K3030C (2010-01-11) - General Conditions – Modifications - License to Material Subject to Copyright

4. [Applies if required by the ACF] SECURITY REQUIREMENT

[Option 1] The Security Requirement (SRCL and related clauses) applicable to this Contract is provided as attached at Annex C or as specified in the Availability Confirmation Form (ACF) via an SRCL Number.

[Option 2] The Security Requirement (SRCL and related clauses) applicable to this contract is provided as attached at Annex C or as specified in the ACF via an SRCL Number.

Additionally, resources may be assessed by the Technical Authority for the required level of security status (as such status has been specified in Annex C, elsewhere in this contract, or in the ACF that was let for this requirement) prior to commencing the Work, and from time to time throughout the Contract Period. The assessment may include a credit check. Upon request of the Technical Authority, in respect of any given resource, the Contractor must submit

(i) the current level of security clearance granted or approved by CISC/PWGSC; and

(ii) a completed signed TBS 330-23 Form - Personnel Screening Consent and Authorization (<http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>).

In the event a resource does not pass the Technical Authority's assessment, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions.

[Option 3] There is no PWGSC Security Requirement applicable to this Contract, however there is a Technical Authority Security Requirement. The Technical Authority may conduct its own local law enforcement checks, may conduct a security interview and fingerprinting session, may enforce an escorting requirement on its facilities or sites, and may deny access to a facility or site based on the results of any of these actions.

Resources may be assessed by the Technical Authority for the required level of security status (as such status has been specified in Annex C, elsewhere in this contract, or in the ACF that was

let for this requirement) prior to commencing the Work, and from time to time throughout the Contract Period. The assessment may include a credit check. Upon request of the Technical Authority, in respect of any given resource, the Contractor must submit a completed signed TBS 330-23 Form - Personnel Screening Consent and Authorization (<http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>).

In the event a resource does not pass the Technical Authority's assessment, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions.

5. CONTRACT PERIOD

- a. **Contract Period:** The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- i. The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends ____ year(s) later ; and
- ii. The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

- b. **[Applies if required by the ACF] Option to Extend the Contract:**

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

[Blanks above to be specified in the ACF]

6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

7. AUTHORITIES

- a. **Contracting Authority [as identified in each ACF]**

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Directorate: _____
Division: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

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

b. **Technical Authority** *[To be provided at time of Contract award]*

The Technical Authority for the Contract is:

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

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

c. **Contractor's Representative** *[as identified in the Offeror's Response to the ACF]*

8. PAYMENT

a. **Basis of Payment**

[One or more of the basis of payment options below will be specified in the ACF]

- i. **[Option 1] Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with approved validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex ____, Basis of Payment, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ _____

- ii. **[Option 2] Professional Services provided with a Maximum Price:** For professional services requested by Canada, Canada will pay the Contractor, in arrears, up to the Maximum Price in the Contract, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex ____, Basis of Payment, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ _____

- iii. **[Option3] Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Annex ____), GST/HST extra

Estimated Cost: \$ _____

- iv. **[Option 4] Professional Services provided with a Firm Price:** For professional services requested by Canada, Canada will pay the Contractor the firm price set out in the Contract (based on the firm, all-inclusive per diem rates set out in Annex ____), GST/HST extra

Estimated Cost: \$ _____

- v. **[Option 5] Professional Services:** For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Annex ____, Basis of Payment, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ _____

- vi. *[One of the two options below will apply as specified by the ACF]*

[Option 1] Pre-Authorized Travel and Living Expenses: Canada will reimburse the Contractor for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work and in accordance with the clause titled "Travel and Living" of the Standing Offer and which is also available at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/rfdso-sotli-eng.html>.

All payments are subject to government audit.

Estimated Cost: \$ _____

[Option 2] Pre-Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

- vii. **Applicable taxes:**

Estimated Cost: \$ _____

- viii. **Additional Charges:** The Contractor acknowledges that the Contract has been awarded as a result of a competed Standing Offer. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when responding to an ACF for the Contract.

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

- b. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- c. **Limitation of Expenditure:** Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any applicable GST or HST. With respect to the amount set out on page one of the Contract, Customs duties are ____ (As

required by the ACF, insert "included", "excluded" or "subject to exemption") and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

- i. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when
 - (A) it is 75 percent committed, or
 - (B) 2 weeks before the Contract expiry date, or
 - (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- ii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

[One or more of the method of payment options below will be specified in the ACF]

d. **[Option 1] Method of Payment - Single Payment**

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

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

e. **[Option 2] Method of Payment - Monthly Payment**

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

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

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

- i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.

- ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.
- g. **[Option 4] Method of Payment for Task Authorizations with a Firm Price - Lump Sum Payment on Completion:** Canada will pay the Contractor upon completion and delivery of all the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if:
 - i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - ii. all such documents have been verified by Canada;
 - iii. the Work delivered has been accepted by Canada.
- h. **Time Verification**

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

This termination will be effective when the three month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.

- ii. **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
 - iii. **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
 - iv. **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
 - v. **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
 - vi. **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.
- j. **No Responsibility to Pay for Work not performed due to Closure of Government Offices**
- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
 - ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. INVOICING INSTRUCTIONS

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

10. CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its Standing Offer and in its response to the ACF that resulted in this Contract are conditions of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is

determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

11. APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario or as indicated in the Bidder's Standing Offer.

12. PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental General Conditions
General Conditions 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- c. General Conditions 2035 (2016-04-04);
- d. Annex A, Statement of Work as attached or as specified in the ACF that was let for this requirement;
- e. Annex B, Basis of Payment as attached or as specified in the ACF that was let for this requirement;
- f. Annex C, Security Requirements Check List as attached or as specified in the ACF that was let for this requirement;
- g. **[Applies if required by the ACF]**, the signed Task Authorizations including any required Certifications;
- h. Standing Offer Number EN578-120158/xxx/EI (the "Standing Offer"); and
- i. the Contractor's ACF Response dated _____ (**insert date of ACF response**), as amended _____ (**insert date(s) of amendment(s) if applicable**).

13. FOREIGN NATIONALS (CANADIAN CONTRACTOR) **[This clause or the one that follows will apply]**

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

14. FOREIGN NATIONALS (FOREIGN CONTRACTOR)

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

15. INSURANCE REQUIREMENTS

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

16. **[Applies if required by the ACF]** CONTROLLED GOODS PROGRAM

SACC Manual Clause A9131C (2014-11-27) Controlled Goods Program applies to the Contract.

17. LIMITATION OF LIABILITY - Information Management/Information Technology

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

b. **First Party Liability:**

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

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

c. **Third Party Claims:**

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

18. JOINT VENTURE CONTRACTOR

The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's Offer]*.

With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

- a. _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
- b. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
- c. all payments made by Canada to the representative member will act as a release by all the members.

All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.

All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.

The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Offerors: *This Article will be deleted if the offeror awarded the Call-up is not a joint venture. If the offeror is a joint venture this clause will be completed with the data provided in its ACF Response.*

19. PROFESSIONAL SERVICES - GENERAL

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

Replacement of Specific Individuals

- i. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - A. the name, qualifications and experience of a proposed replacement immediately available for work; and
 - B. security information on the proposed replacement as specified by Canada, if applicable.Any assessment of the information provided will occur as per (ii) (B) below.
- ii. Subject to an Excusable Delay, where Canada becomes aware that an individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:
 - A. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor", or
 - B. assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require the Contractor to propose another replacement within five working days' notice.

Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
- iii. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- iv. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment

**20. [Applies if required by the ACF - the computer programs must be listed in an Annex to the ACF]
PROFESSIONAL SERVICES FOR PRE-EXISTING SOFTWARE**

- a. **Pre-Existing Software:** The "Pre-Existing Software" consists of the computer programs listed in Annex _____, which are either proprietary to Canada or licensed to Canada by a third party, in respect of which Canada requires certain professional services.
- b. **No Software Development:** The Contractor is not required to develop, program or provide additional software code related to the Pre-Existing Software as part of the Work performed under the Contract.
- c. **Title:** Except as otherwise specifically provided in these Articles of Agreement, title to the Pre-Existing Software will be unaffected by the performance of the Services for Pre-Existing Software and, to the extent that the Pre-Existing Software is subject to a license for use from a third party, its use will remain subject to the conditions of Canada's license.
- d. **Access:** Canada will provide to the Contractor any information regarding any passwords, authorization codes or similar information that might be necessary to perform the Software Services, provided that in doing so Canada is not in default of any obligations regarding the use of the Pre-Existing Software. The Contractor agrees that it is a term of the Contract that it will not disclose or distribute any part of the Pre-Existing Software to any other person or entity or otherwise violate the proprietary rights of the owner of the Pre-Existing Software.

21. SAFEGUARDING ELECTRONIC MEDIA

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

22. REPRESENTATIONS AND WARRANTIES

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

23. ACCESS TO CANADA'S PROPERTY AND FACILITIES

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

24. TRANSITION SERVICES AT END OF CONTRACT PERIOD

The Contractor agrees that, in the period leading up to the end of the Contract Period and for up to three months afterwards, it will make all reasonable efforts to assist Canada in the transition from the Contract

to a new contract with another supplier. The Contractor agrees that there will be no additional charge for these services.

25. IDENTIFICATION PROTOCOL RESPONSIBILITIES

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

Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;

During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and

If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.

If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.

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

**ANNEX A TO COMPONENT III – STANDING OFFER
QUALIFIED CATEGORIES AND RATES**

Annex A to Component III will be attached to the TBIPS Standing Offer upon award.

ANNEX B TO COMPONENT III
Availability Confirmation Form
for
Call-ups Against a Standing Offer
for
Task Based Informatics Professional Services (TBIPS)
required by
[Insert Department or Agency]

This Availability Confirmation Form (ACF) must be used where an Offeror wishes to submit the résumé(s) of a resource to be provided upon the issuance of a Call-up.

*A maximum of [Insert number] résumé(s) per Category requested will be assessed per Offeror submission. Resumes provided beyond the maximum will not be assessed. **If by error more than the maximum allowable résumés are submitted, the résumé(s) to be assessed will be determined by alphabetical order based on the individual's last name.***

This ACF constitutes an Offeror's Response, when completed by an Offeror and provided to the Contracting Authority listed below. All terms and conditions of the Offeror's Standing Offer apply and are incorporated by reference into this ACF.

Availability Confirmation Form	
Date of Issuance: [YYYY-MM-DD]	Identified User, also called the Client: [Insert Department or Agency]
ACF Form No (Optional): _____	Identified User Reference No.: _____
This requirement is set-aside for Aboriginal suppliers only	Yes [] No []
This requirement has the need for Task Authorizations	Yes [] No []
Sub article "Refusal of Task Authorizations" applies	Yes [] No []
This requirement is subject to Defence Production	Yes [] No []
This requirement is subject to the Controlled Goods Program	Yes [] No []
Article "Professional Services for Pre-Existing Software" applies If yes, the list of computer programs is attached to this ACF	Yes [] No []

A GENERAL INFORMATION	
1. Response Requirements	
a. Response Due Date Offeror's Response to this ACF must be received by the Contracting Authority identified at Block 1b no later than: _____[AM/PM] [Time Zone] of the following date: [YYYY-MM-DD]	b. The Response and any enquiry must <u>only</u> be directed to: i. Name of Contracting Authority: _____ ii. Address: _____ iii. Telephone No: [(xxx) xxx-xxxx] iv. Response is to be sent via: Hardcopy [] Softcopy [] Fax: [(xxx) xxx-xxxx] E-mail: [xxxxxxx@xxxx.xxxx.xxx]

B REQUIREMENT SUMMARY				
1. Statement of Work (SOW)				
<p>[Choose one of the following two options]</p> <p>[OPTION 1] SEE ATTACHED SOW PROVIDED [attach document]</p> <p>[OPTION 2 – Complete information in space provided]</p> <p>1.1 BACKGROUND [details]</p> <p>1.2 SCOPE OF WORK [insert details, including any reporting requirements]</p> <p>1.3 TECHNICAL ENVIRONMENT [details]</p> <p>1.4 DELIVERABLES [details]</p>				
2. Payments				
2a. Basis of Payment				
<p><input type="checkbox"/> Professional Services provided under a TA with a Maximum Price of \$ _____</p> <p><input type="checkbox"/> Professional Services provided with a Maximum Price of \$ _____</p> <p><input type="checkbox"/> Professional Services provided under a TA with a Firm Price</p> <p><input type="checkbox"/> Professional Services provided with a Firm Price</p> <p><input type="checkbox"/> Professional Services provided</p>				
2b. Method of Payment		2c. Payment Credits sub article applies		
<p><input type="checkbox"/> Single Payment</p> <p><input type="checkbox"/> Monthly Payment</p> <p><input type="checkbox"/> TA with a Maximum Price</p> <p><input type="checkbox"/> TA with a Firm Price –Lump Sum</p>		<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>		
2d. Pre Authorized Travel and Living Expenses				
<p><input type="checkbox"/> Canada will reimburse</p> <p><input type="checkbox"/> Canada will not reimburse</p>				
2e. In the sub article Limitation of Expenditure - Customs Duties are				
<p><input type="checkbox"/> included</p> <p><input type="checkbox"/> excluded</p> <p><input type="checkbox"/> subject to exemption</p>				
3. Contract Period				
a. Contract Period	From:	[YYYY-MM-DD]	To:	[YYYY-MM-DD]
<p>Option to Extend the Contract [Fill in blanks if applicable]</p>	<p>The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to ____ additional ____-[week/month/year] period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.</p> <p>Canada may exercise this option at any time by sending a written notice to the Contractor at least ____ calendar days before the expiry date of the Contract. The option may only be exercised by the Call-Up Authority and must be evidenced through a contract amendment.</p>			
4. Categories Required in accordance with the Standing Offer Annex A:				

Category	Level of Expertise	Language Requirement [if bilingual is required, both will be checked off]	Security Requirement for Category	Estimated Level of Effort [must be determined by Identified User at ACF issuance]	Number of Resources
[Name of Category will be inserted]		<input type="checkbox"/> French <input type="checkbox"/> English			
[Rows will be inserted as required]		<input type="checkbox"/> French <input type="checkbox"/> English			
5. Work Location	Contractor's location: <input type="checkbox"/> Other <input type="checkbox"/> (specify):				
6. Indicate Region or Metropolitan Area	[Insert Region(s) or Metropolitan Area(s)]				
7. Travel Requirements					
8. Security Requirement	Yes <input type="checkbox"/> No <input type="checkbox"/>				
Article "Security Requirement" Option that applies: OPTION 1 <input type="checkbox"/> OPTION 2 <input type="checkbox"/> OPTION 3 <input type="checkbox"/>					
The following SRCL applies:		This SRCL requirement must be met before a call-up is issued.			

C OFFEROR'S RESPONSE INFORMATION

[This section must be filled for every Offeror's Response]

1. Offeror's signature and contact information:

Name of Offeror: _____
 Name of Authorized Signatory of Offeror _____
 Title of Authorized Signatory of Offeror _____

 Signature of Offeror _____
 Date of Signature of Offeror _____

The Offeror identifies the following individual as the Contractor's Representative under the Contract:

Name: _____
 Telephone: _____
 Facsimile: _____
 E-mail: _____

2. Certification: Education and Experience

By providing a response to this ACF, the Offeror certifies that all the information provided in the résumés and supporting material submitted with its response, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual proposed by the Offeror for the requirement is capable of performing the Work described in the resulting contract.

3. Where indicated as such below, it is mandatory that the following information be provided by the Offeror for each proposed resource [attach extra sheets as necessary]:

Security Information: [Offeror to insert data]

Name of individual as it appears on security clearance application form - **MANDATORY**

Date of birth – **OPTIONAL**

Level of security clearance obtained – **MANDATORY**

Validity period of security clearance obtained – **MANDATORY**

Security Screening Certificate and Briefing Form file number – **MANDATORY**

Name of the entity under which the security clearance was obtained – **MANDATORY**

If the security clearance is in the process, the date the application was submitted to CISC with the level of security clearance requested. – **OPTIONAL**

5. The Offeror's resources for this requirement are as follows (Columns D, E and F will be completed by Contracting Authority prior to the Task Authorization form being validly issued):
[Remove the tables that are not applicable]

CONTRACT PERIOD:

[Offeror to insert or delete rows as required]			Contract Period [Date of Contract to YYYY-MM-DD]		
(A)	(B)	(C)	(D)	(E)	(F)
Category	Level of Expertise	Name of Proposed Consultant	Number of Days	Firm per diem rate	Total Cost [DxE]
				\$	\$
				\$	\$
				\$	\$
Total Estimated Cost:					\$ [TBD]

OPTIONAL CONTRACT PERIOD: [if applicable, otherwise delete table]

Offeror to insert or delete rows a required]			Optional contract Period [YYYY-MM-DD to YYYY-MM-DD]		
(A)	(B)	(C)	(D)	(E)	(F)
Category	Level of Expertise	Name of Proposed Consultant	Number of Days	Firm per diem rate	Total Cost [DxE]
				\$	\$
				\$	\$
				\$	\$
Total Estimated Cost:					\$ [TBD]