

REQUEST FOR PROPOSAL

**FOR THE PROVISION OF HEALTH CARE
PROVIDERS**

**FOR THE DEPARTMENT OF NATIONAL
DEFENCE, ROYAL CANADIAN MOUNTED
POLICE AND VETERANS AFFAIRS CANADA**

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Form 1	Bid Submission Form
Form 2	Federal Contractors Program for Employment Equity – Certification

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information 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 Security Requirements Checklist, the Insurance Requirements, the Task Authorization Forms and the Performance Management Framework.

1.2 Summary

- 1.2.1 The Department of National Defence (DND), the Royal Canadian Mounted Police (RCMP) and Veterans Affairs Canada (VAC), require on an "as-and-when-requested" basis, the services of a Contractor to provide and manage Health Care Providers (HCPs) needed to supplement their workforces in delivering health care and health care support services to members, cadets, Veterans and applicants at various centres across Canada.

Canada intends to issue three competitive contracts (W3931-13KM01/001/XF for the DND, M7594-160563/001/XF for the RCMP and 51019-166001/001/XF for VAC) to the bidder achieving the highest combined rating of technical merit and price.

The Contracts will also include an option to acquire the Services for additional locations in any Canadian region or territory.

The term of the Contracts will be for a period of four years plus a 6 month estimated transition period, and options to extend the Contract by additional periods up to a maximum of eight years.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security

clauses, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

- 1.2.3 The requirement is subject to a preference for Canadian goods and/or services.
- 1.2.4 As per the Integrity Provisions under section 01 of Standard Instructions 2003 Goods or Services - Competitive Requirements, bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.
- 1.2.5 This bid solicitation is to establish contracts with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.
- 1.2.6 This requirement is not set aside for Aboriginal businesses under the Procurement Strategy for Aboriginal Business (PSAB) but does contain a requirement for subcontracting with Aboriginal businesses.
- 1.2.7 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications and Additional Information, Part 7 - Resulting Contract Clauses and Form 2 titled Federal Contractors Program for Employment Equity - Certification.

1.3 Conflict of Interest

Without limiting Canada's rights under article 18 of Standard Instructions 2003 - Goods or Services - Competitive Requirements the following private sector Company was engaged in the preparation of the solicitation:

Knowles Consultancy Services Inc., Hill International Inc. (in joint venture).

1.4 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contracts.

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

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

Delete: 60 days
Insert: 280 days

2.2 Submission of Bids

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

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, 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.

Definitions

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

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

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

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 FPSs in receipt of a pension, as applicable:

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 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 reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 20 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Volumetric Data

The categories and locations 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 these categories or locations 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:

- i. Section I: Technical Bid (10 hard copies, 10 soft copies on 10 separate USB keys)
- ii. Section II: Financial Bid (3 hard copies, 10 soft copies on 10 separate USB keys)
- iii. Section III: Certifications (3 hard copies, 10 soft copies on 10 separate USB keys)

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. However, if whole words, sentences, paragraphs or pages are not found in the hard copy but are found in the soft copy, the bidder will be asked if the missing words, sentences, paragraphs or pages were intended to be in the hard copy. If the bidders affirms that the missing parts were intended, the missing words, sentences, paragraphs or pages will be used in the evaluation. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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

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

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

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 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 declared non-responsive.

- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "**related**" to a Bidder if:
 - (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - (B) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

(e) **Joint Venture Experience:**

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

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

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

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

- iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member

satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

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

That show in total 100 billable days.

- iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

3.2 Section I: Technical Bid

- (a) In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- (b) The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (c) The technical bid consists of the following:
 - i. Bid Submission Form: Bidders are requested to include the Bid Submission Form – Form 1 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

ii. **Customer Reference Contact Information:**

- (A) The Bidder must provide customer references. The customer reference must each confirm, if requested by PWGSC, the facts identified in the Bidder's bid.
- (B) For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

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

3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 2 to Part 4. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price, Applicable Taxes excluded, quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period.

3.4 Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- 4.1.2 An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- 4.1.3 The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.
- 4.1.4 Where Canada has made a final determination that a bid has failed any individual mandatory element of the RFP, including a technical evaluation pass mark, Canada reserves the right to not proceed further in the evaluation of the bid and may deem the bid non-responsive.
- 4.1.5 Canada has engaged Knowles Consultancy Services Inc., Hill International Inc. (in joint venture) as independent third-party fairness monitor to observe the whole procurement process, including the engagement process and the evaluation process, in order to provide an impartial opinion on the fairness, openness and transparency of each activity of the procurement process. 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.
- 4.1.6 In addition to any other time periods established in the bid solicitation:
- (a) **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 may result in the bid being declared non-responsive.
- (b) **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:
- i. verify any or all information provided by the Bidder in its bid; or
 - ii. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.

- (c) **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 Reference Checks

- (a) For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day using the e-mail address provided in the bid. Canada will not award any points and/or a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's e-mail was sent.
- (b) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
- (c) 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.
- (d) 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.
- (e) Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

4.3 Two Step Bid Evaluation Process

[Note to Bidders for subsections 4.3.1 to 4.3.8]:

The two step processes, outlined below, involve preliminary evaluations of the technical and financial bids to help identify non-responsiveness and to provide a fair and transparent process for all Bidders to revise their bid subject to the conditions described herein. Through these two step processes, Canada wishes to obtain competitive and thoroughly assessed bids, as well as a fair process by permitting revisions, including administrative bidding errors by a Bidder against the mandatory elements as described herein.

Bidders will not be allowed to change the composition of the Bidder's team (i.e. a Bidder cannot add or withdraw any team members, including subcontractors, when submitting revised information). Any change to the composition of the Bidder will result in the bid being declared non-responsive.

4.3.1 Technical Bid Evaluation

Canada will conduct the evaluation of the Technical Bid in two steps.

4.3.1.1 Step 1 – Preliminary Technical Evaluation

A Preliminary Technical Evaluation will be conducted first in accordance with Attachment 1 to Part 4 – Technical Criteria.

4.3.1.2 Step 2 – Final Technical Evaluation

Final Technical Evaluation: Step 2 of the Technical Bid Evaluation will occur after Step 1. Where a bid has passed all the mandatory technical criteria, including point-rated criteria pass marks in the Preliminary Technical Evaluation, the evaluation team will affirm that the Preliminary Technical Evaluation conducted in Step 1 will be the Technical Bid Evaluation results for that bid. However, where a bid has failed one or more of the mandatory requirements in the Preliminary Technical Evaluation, including any point-rated criteria pass marks, or the Bidder added a bid condition, the second step will be conducted for that bid(s) as described below.

- (a) **Canada Provides Preliminary Technical Evaluation Result:** Canada will only advise the Bidder as to which mandatory technical criteria or point-rated criteria pass mark it failed in the Preliminary Technical Evaluation. To ensure fairness to all Bidders, Canada will not provide a debriefing on their Preliminary Technical Evaluation results nor further detail on these evaluation results as part of Step 2.
- (b) **Bidder Submits Technical Bid Revision:** The Bidder will be invited to submit a bid revision to its Technical Bid only, and/or remove any bid conditions if applicable, in response to the mandatory technical criteria and/or point-rated criteria pass marks identified as failed by Canada. Where the addition of such information will necessarily result in a change to the information it submitted in response to other mandatory or point-rated criteria as part of its Technical Bid, the Bidder must identify the affected criteria and only these adjustments should be made.
- (c) **Any other changes to the bid shall be considered new information and will not be considered by the evaluators in the Final Technical Evaluation unless the evaluation team determines, in accordance with the evaluation criteria, that it has a negative impact on any of the preliminary scores the evaluation team had assigned in the Preliminary Technical Evaluation.** If this is the case, to preserve fairness amongst all Bidders and to ensure Canada is protected, the evaluators shall evaluate the applicable technical criteria in light of this new information and may reduce, but not increase, the score of any applicable point-rated criteria. This new score will be reflected in the Final Technical Evaluation result of Step 2.
- (d) **Technical Bid Evaluation Result:** The bid revisions submitted by the Bidder in Step 2 will be used in the technical evaluation to determine whether or not the Bidder passed the mandatory technical criteria and the point-rated criteria pass marks. For the point-rated criteria, the new evaluated point score in Step 2 would not be used in the determination of the Bidder's Technical Score. The technical evaluation score that would be used to determine the Technical Score would be the

evaluation score for that criterion as determined in the Preliminary Technical Evaluation in Step 1 (less any applicable technical criteria reductions as described in paragraph (c) above).

4.3.1.3 Additional Restrictions: Without limiting the foregoing, the Bidder must not make any changes to the Financial Bid as a result of any changes through its Technical Bid revision. Should the Bidder introduce changes to the Financial Bid through the above process, it will be given one opportunity to withdraw the financial changes. Failure to withdraw the changes will result in its bid being declared non-responsive and no longer considered by Canada.

4.3.2 Financial Bid Evaluation

Canada will conduct the evaluation of the Financial Bid in two steps.

4.3.2.1 Step 1 – Preliminary Evaluation of the Mandatory Financial Criteria

Canada will review and determine if the Mandatory Financial Criteria identified in Part 3, article 3.3, has been met.

4.3.2.2 Step 2 – Final Evaluation of the Financial Mandatory Criteria

Final Evaluation of the Financial Mandatory Criteria: Step 2 of the Financial Bid Evaluation will occur after Step 1. Where a bid has passed the Mandatory Financial Criteria, the financial evaluation team will affirm that the Preliminary Evaluation of the Mandatory Financial Criteria conducted in Step 1 will be the final Financial Bid Evaluation result for that bid for the Mandatory Financial Criteria. However, where a bid has failed the Preliminary Evaluation of the Mandatory Financial Criteria, the second step will be conducted for that bid as described below.

- (a) Canada Provides Preliminary Evaluation of the Mandatory Financial Criteria Result: Canada will advise the Bidder that it failed the Mandatory Financial Criteria evaluation. To ensure fairness to all Bidders, Canada will not provide a debriefing on these evaluation results nor provide further details on these evaluation results.
- (b) Bidder Submits Financial Bid Revision: The Bidder will be invited to re-submit a revision to their Financial Bid to revise elements in their Financial Bid in response to the Mandatory Financial Criteria.
- (c) Financial Bid Evaluation Result: The bid revisions submitted by the Bidder in Step 2 will be used in the financial evaluation to determine whether or not the Bidder passed the mandatory financial criteria.

4.3.3 Additional Responsibilities for Steps 1 and 2 of the Technical and Financial Bid Evaluations

4.3.3.1 Bidders are and will remain solely responsible for the accuracy and completeness of their bids and Canada does not undertake, by reason of the Step 1 preliminary technical and financial mandatory criteria evaluations, any obligations or responsibility for identifying errors or omissions in bids submitted nor does Canada undertake to identify any or all such errors or omissions.

4.3.3.2 Bidders are and will remain solely responsible for ensuring consistency of the information submitted in their bids at all times. Without limiting the foregoing, Bidders are and will remain solely responsible for ensuring that any information provided in response to a preliminary technical or financial mandatory criteria evaluation is consistent with any other information

originally submitted in their bid in response to other requirements. Failure to do so may prejudice the evaluation of previously submitted information and/or render the bid non-responsive.

- 4.3.4 Bid revisions must follow the Bid Preparation Instructions (such as, for example, separating financial information from other information as required). Canada requests that Bidders clearly indicate, for each bid revision, which non-responsive requirement is being responded to.
- 4.3.5 Bid revisions must be submitted by email to the Contracting Authority within 2 business days (or longer period if specified in writing by the Contracting Authority). Failure to do so will result in the bid being deemed non-responsive and the bid will receive no further consideration.
- 4.3.6 The changes within any bid revision are at the Bidder's sole discretion and will be made solely by the Bidder. Canada will not provide information about any other bid or any information as to how a Bidder should prepare the content of its bid revision.
- 4.3.7 For those instances where a Bidder chooses not to submit additional or different information for a requirement identified as non-responsive or as having not achieved the minimum score for a point-rated criteria, the Bidder must submit a response indicating "No Change" for such requirement and the original response for that item will continue to apply. If a Bidder does not provide a "No Change" response, the Bidder shall be deemed to have provided a "No Change" response and the original bid response for that item shall continue to apply.
- 4.3.8 In addition to any other obligations contained in the resulting contract, the winning Bidder will be contractually obliged to provide all services described in its bid and bid revisions in responses to Attachment 1 to Part 4 – Technical Criteria in accordance with and at the prices contained in Attachment 2 to Part 4 – Pricing Schedule. After contract award, the Bidder selected by Canada must deliver the requested services in accordance with the Resulting Contract.

4.4 Technical Evaluation

4.4.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

4.4.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

4.5 Financial Evaluation

Refer to Attachment 2 to Part 4.

4.6 Basis of Selection

4.6.1 Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)

4.6.1.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory criteria; and
- c. obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

4.6.1.2 Bids not meeting all the requirements detailed in sub-article 4.6.1.1 above will be declared non-responsive.

4.6.2 Neither the responsive bid obtaining the highest technical merit score, nor the one with the lowest evaluated price will necessarily be recommended for Contract award. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of the contracts. The ratio will be 70% for technical merit and 30% for price. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of contracts.

4.6.3 The bidder's combined rating will be determined as follows:

$$\text{Combined Rating (CR)} = \text{Technical Merit Score (TMS)} + \text{Pricing Score (PS)}$$

4.6.4 To establish the TMS, the following formula will be used, rounded to two decimal places:

$$\text{Technical Merit Score (TMS)} = \frac{\text{Bidder's total number of points obtained}}{\text{Maximum number of points available}} \times 70$$

4.6.5 To establish the PS, one of two possible financial evaluation methods will apply. The first method, Method A, will be used if three or more bids are determined to be responsive. The second method, Method B, will be used if two bids are determined to be responsive.

4.6.5.1 Method A - 3 or more responsive bids:

- (a) The evaluated price (EP), as determined using the table below, will be used to establish the median value of all responsive bids. The median will be calculated using the median function in Microsoft Excel, rounded to two decimal places.

ITEM NO.	DESCRIPTION	TOTAL PRICE
PRICING SCHEDULE A: Initial Contract Period (From Contract Award date to March 31, 2020)		
1	DND Streams 1-4	\$ -
2	DND Stream 5	\$ -
3	RCMP Streams 1-3	\$ -
4	VAC Streams 1-2	\$ -
5	Milestones and Fee	\$ -

PRICING SCHEDULE B: Initial Contract Period (From April 1, 2020 to March 31, 2022)		
6	DND Streams 1-4	\$ -
7	DND Stream 5	\$ -
8	RCMP Streams 1-3	\$ -
9	VAC Streams 1-2	\$ -
EVALUATED PRICE		\$ -

- (b) When an even number of responsive bids have been determined, an average of the middle two values will be used to calculate the median value. When an odd number of responsive bids have been determined, the middle value will be used to calculate the median value.
- (c) Only bids with an evaluated price in the range that encompasses -20% of the median value will be retained.
- (d) The pricing score for those bids that are retained will be determined using the following formula, rounded to two decimal places:

$$\text{Pricing Score (PS)} = \frac{\text{Lowest Evaluated Price}}{\text{Bidder's Evaluated Price}} \times 30$$

4.6.5.2 Method B - 2 responsive bids:

- (a) Each responsive bid will be prorated against the lowest evaluated price times 30.
- (b) The evaluated price (EP) will be calculated in accordance with the table from sub-article 4.6.5.1 (a) above.
- (c) The pricing score for each bid will be determined using the following formula, rounded to two decimal places:

$$\text{Pricing Score (PS)} = \frac{\text{Lowest Evaluated Price}}{\text{Bidder's Evaluated Price}} \times 30$$

- 4.6.6 The table below illustrates an example where three bids are declared responsive, and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total number of points available is 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		BIDDER 1	BIDDER 2	BIDDER 3	BIDDER 4
Overall Technical Score		115	89	92	125
Evaluated Price (Median = \$47,500.00)		\$55,000.00	\$50,000.00	\$45,000.00	\$36,000.00
Calculations	Technical Merit Score (TMS)	$(115/135) \times 70 = 59.63$	$(89/135) \times 70 = 46.15$	$(92/135) \times 70 = 47.70$	$(125/135) \times 70 = 64.81$
	Pricing Score (PS)	$(45/55) \times 30 = 24.55$	$(45/50) \times 30 = 27$	$(45/45) \times 30 = 30$	Non-responsive: Bid evaluated price lower than the median - 20% (\$38,000.00)
Combined Rating (CR)		84.18	73.15	77.70	N/A
Overall Ranking		1 st	3 rd	2 nd	N/A

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – List of Names

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

5.2.2 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

5.2.2.1 *SACC Manual* clause A3050T (2014-11-27) Canadian Content Definition

5.2.3 Initiation of Security Clearances

The Bidder must provide evidence confirming it has initiated the process with the Canadian Industrial Security Directorate (CISD) in order to meet the Security Requirements identified in Part 6.

5.2.4 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 at the bottom of the page of the 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?&_ga=1.229006812.1158694905.1413548969#afed).

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 Form 2 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.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

- 6.1.1 30 days before the Service Effective Date (SED), as defined in the Statement of Work, the following conditions must be met:
- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses; and
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 6.1.2 For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Financial Capability

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

6.3 Insurance Requirements

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

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

7.1.1 Optional Services

(a) Option to Acquire HCP Services for Additional Locations

The Contractor grants to Canada the irrevocable option to acquire HCP Services, as described in the Statement of Work, for additional locations across Canada.

Canada may exercise the option at any time, during the Contract Period, by sending a written notice to the Contractor. The options may only be exercised by the Contracting Authority, and will be evidenced, through a contract amendment.

The Contractor agrees to provide the services in accordance with the terms and conditions set forth herein. The Contractor agrees that, should the option be exercised by Canada, it will be paid in accordance with the applicable provisions as set out in Annex B – Basis of Payment.

(b) Option to Acquire Additional HCP Categories of Service

The Contractor grants to Canada the irrevocable option to acquire additional categories of HCP Services.

Canada may exercise the option at any time, during the Contract Period, by sending a written notice to the Contractor. The options may only be exercised by the Contracting Authority, and will be evidenced, through a contract amendment.

The Contractor agrees to provide the services in accordance with the terms and conditions set forth herein. The Contractor agrees that, should the option be exercised by Canada, it will be paid in accordance with the applicable provisions as set out in Annex B – Basis of Payment.

- (c) If Canada decides to exercise any of the options mentioned above, the Contractor must not commence Work corresponding to the new categories and locations until the changes are evidenced through a Contract Amendment issued by the Contracting Authority and a Task Authorization authorized as per article 7.2.3 has been received by the Contractor. The Contractor acknowledges that any Work performed before the above two steps are completed will be done at the Contractor's own risk.

7.2 Task Authorization

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

[Note to Bidders for article 7.2]:

All references to Departmental Procurement Authority (DPA) within this article apply to DND and RCMP only. For VAC, all references to Departmental Procurement Authority (DPA) within this article will be replaced with Departmental Technical Authority (DTA) upon Contract Award.

7.2.1 Task Authorization Form

7.2.1.1 The Departmental Procurement Authority (DPA) will provide the Contractor with a description of the task using the TA forms attached in Annex E. Both task authorization forms are referred to herein as TA Form.

7.2.1.2 The TA Form will contain as a minimum:

- a. Contract number;
- b. TA Form number;
- c. task authorization period - start and finish date;
- d. number of HCPs required;
- e. HCP stream, occupational group, category and level;
- f. HCP work location;
- g. HCP language requirement;
- h. applicable basis and method of payment;
- i. estimated level of effort (LOE);
- j. estimated total value of the task authorization;
- k. identification of a full or part time requirement;
- l. required work hours or schedule;
- m. travel requirements;
- n. other specific HCP requirements (e.g. On-call, weekend clinics, etc.);
- o. security clearance level required;
- p. a detailed description of the Work and deliverables, when applicable; and
- q. a schedule indicating the required completion dates for the tasks or activities and the required delivery date for the deliverables, when applicable.

7.2.2 Contractor's Response

For any of the processes described below, the Contractor's response must contain, as a minimum, the information listed below for each resource proposed by the Contractor for the performance of the Work:

- a. name of the proposed resource;
- b. resumé of the proposed resource;
- c. the necessary information and documents that demonstrate that the resource meets all the mandatory requirements specified in the applicable Task and Qualification Sheet (Appendix 11);
- d. (specific to DND) completed Orientation Package - HCP Acknowledgement Form
- e. completed HCP credentialing form;
- f. confirmation that the resource meets the language requirements;
- g. confirmation of the available start date of the resource;
- h. confirmation of the application to obtain the HCP security clearance from the Canadian Industrial Security Directorate (CISD); and

- i. (specific to RCMP) confirmation of the application to obtain the HCP security clearance from the RCMP Departmental Security Branch.

7.2.2.1 Process for Routine Requests:

- (a) The Contractor must acknowledge receipt of the TA Form to the DPA via email or fax within 2 working days of receipt.
- (b) The Contractor must provide the DPA a signed and dated response using the TA Form received from the DPA within the time period specified in the Statement of Work article titled Time To Provide.

7.2.2.2 Process for Urgent Requests:

- (a) The Contractor must acknowledge receipt of the TA Form to the DPA via email or fax within 1 working day of receipt.
- (b) The Contractor must provide the DPA a signed and dated response using the TA Form received from the DPA within the time period specified in the Statement of Work article titled Time To Provide.

7.2.3 Authorization of the TA Form

Authorization of the TA Form will be provided by the DPA only if the Contractor meets all the obligations detailed in article 7.2.2 and its sub-articles, as applicable.

- (a) The authorized TA Form will be issued to the Contractor by fax or by e-mail as an attachment in MS Word, Excel or PDF format.
- (b) Until the authorized TA Form has been received by the Contractor, the HCP must not commence Work. The Contractor acknowledges that any Work performed before an authorized TA Form has been received will be done at the Contractor's own risk.

7.2.4 Position Request (PR)

A Position Request (PR) is defined as a request for the Contractor to fill a position identified on the TA Form. A position is identified by its departmental position number on the TA Form.

7.2.4.1 Filled and Unfilled PR

- (a) Specific to DND: The Contractor may not be able to fill a position for every TA Form 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, in whole or in part, for default, after the first year of the initial contract period, in accordance with the General Conditions, if the Contractor achieves a PR Filled % of less than 75% during a fiscal year (i.e. April 1 to March 31).
- (a) Specific to RCMP: The Contractor may not be able to fill a position for every TA Form 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, in whole or in part, for default, after the first year of the initial contract period, in accordance with the General Conditions, if the

Contractor achieves a PR Filled % of less than 60% (for the second year of the initial contract period, 70% for any contract year thereafter) during a fiscal year (i.e. April 1 to March 31).

- (a) Specific to VAC: The Contractor may not be able to fill a position for every TA Form 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, in whole or in part, for default, after the first year of the initial contract period, in accordance with the General Conditions, if the Contractor achieves a PR Filled % of less than 70% during a fiscal year (i.e. April 1 to March 31).
- (b) To establish the PR Filled % for a fiscal year, the following formula will be used, rounded to two decimal places:
$$\text{PR Filled \%} = \frac{\text{Total \# of PRs filled}}{\text{Total \# of PRs filled} + \text{Total \# of PRs unfilled}}$$
- (c) A PR is considered filled when the obligations, as detailed on the TA Form for that position, are met.
- (d) A PR is considered unfilled when the obligations, as detailed on the TA Form for that position, are not met at the time the Time to Provide (TTP) for that position has expired. TTP is defined in the Statement of Work article titled Time to Provide.
- (e) A PR will be measured as unfilled more than once if the Contractor is unable to fill a PR on the initial TA Form, and again on subsequent TA Forms for that same position.

7.2.5 Task Authorization Limit

The DPA may authorize any individual Task Authorization up to a limit of **(to be provided at Contract Award)**, applicable taxes included, inclusive of any revisions.

Any Task Authorization to be issued in excess of that limit must be authorized by the DPA and Contracting Authority before issuance.

7.2.6 Minimum Work Guarantee - All the Work - Task Authorizations

- (a) In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means 5% of the Maximum Contract Value.
- (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) below. 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 period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

- (d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.2.7 Task Authorization Status Reports

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a monthly basis to the DPA and the Contracting Authority.

The data must be submitted no later than 14 calendar days after the end of the reporting period.

Reporting Requirement - Details

A detailed and current record of all authorized tasks must be kept. This record must contain:

- **For each Task Authorization:**

- i. the Task Authorization number appearing on the TA form;
- ii. the date the task was authorized appearing on the TA form;
- iii. a title or a brief description of each authorized task;
- iv. the total estimated cost of the task (applicable tax extra) before any revisions appearing on the TA form;
- v. the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, then 2, etc.:
 - the TA revision number;
 - the date the revision to the task was authorized;
 - the authorized increase or decrease (applicable tax extra);
 - the total estimated cost of the task (applicable tax extra) after authorization of the revision;
- vi. the total cost incurred for the task (as last revised, as applicable), applicable tax extra;
- vii. the total cost incurred and invoiced for the task (as last revised, as applicable), applicable tax extra;
- viii. the total applicable tax amount invoiced;
- ix. the total amount paid, applicable tax included;
- x. the start and completion date of the task (as last revised, as applicable);
- xi. the date the HCP was requested for and the date the HCP was provided;
- xii. the status of each authorized task (as last revised, as applicable), and
- xiii. any additional data, as requested by the DPA or the CA.

- **For all Task Authorizations:**

- i. the sum (applicable tax extra) specified in clause 7.8.2 of the Contract (as last amended, as applicable);
- ii. the total cost incurred for all authorized tasks inclusive of any revisions, applicable tax extra;
- iii. the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, applicable tax extra;

- iv. the total applicable tax amount invoiced for all authorized tasks inclusive of any revisions;
and
- v. the total amount paid for all authorized tasks inclusive of any revisions, applicable tax extra.

7.3 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.

7.3.1 General Conditions

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

7.3.2 Supplemental General Conditions

4008 (2008-12-12), Personal Information, apply to and form part of the Contract.

7.4 Security Requirements (specific to DND)

The following security requirements apply and form part of the Contract.

- 7.4.1 The Contractor must, at all times during the performance of the Contract, hold a valid **Facility Security Clearance to the level of SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
- 7.4.2 The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) **must EACH hold a valid RELIABILITY STATUS or SECRET clearance, as required**, granted or approved by CISD/ PWGSC.
- 7.4.3 The Contractor **MUST NOT** remove any PROTECTED/CLASSIFIED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 7.4.4 Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/ PWGSC.
- 7.4.5 The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b. Industrial Security Manual (Latest Edition).

7.4 Security Requirements (specific to RCMP)

The following security requirements apply and form part of the Contract.

(a) **Security Requirements – CISD / PWGSC**

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

(b) **Security Requirements – RCMP**

i. **General Security Requirements**

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

- (A) Physical access is restricted to those specific areas of RCMP facilities required to meet the contract's objectives.
- (B) No Protected or Classified information or other assets will be removed from the RCMP facility without the approval of the Departmental representative or technical authority. If approved the transport and/or transmittal must comply with the security requirements identified in the RCMP's Transport and Transmittal Guide.
- (C) Nothing above unclassified will be sent externally via Groupwise.
- (D) Contractors will be issued a smart card, which is to be used only by the resource it is issued to.
- (E) All work will be onsite at RCMP.
- (F) Contractors must sign an AUP (Acceptable User Practices) and RCMP FORM 2871 to ensure the proper use of any IT EQUIPMENT.

- (G) Restricted items such as cameras, mobile telephones, and audio/visual devices will be surrendered to the main security desk upon arrival at any RCMP facility unless prior written approval has been obtained.
- (H) If applicable the contractor must hold a valid Document Safeguarding Capability (DSC).
- (I) The information disclosed under this contract will be administered, maintained, and disposed of in accordance with RCMP Security Policies and the Policy on Government Security.
- (J) The contractor will promptly notify the RCMP of any unauthorized use or disclosure of the information exchanged under this contract and will furnish the RCMP with details of the unauthorized use or disclosure.
- (K) The contractor will be responsible for advising the RCMP of any changes in personnel security requirements. I.e: Cleared personnel leaving the company or no longer supporting the RCMP contract, new personnel requiring a clearance and personnel requiring clearance renewal.
- (L) All contractor personnel will be required to obtain and maintain a personnel security clearance commensurate with the sensitivity of the work being performed throughout the life cycle of the contract (in accordance with the provisions of the SRCL).
- (M) This requirement is limited to the level of RRS for RCMP.
- (N) Work cannot commence for the contractor at RCMP until the RCMP clearance has been issued.

ii. **Personnel Security Requirements – RCMP Reliability Status (RRS)**

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

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

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

- (A) Form TBS 330-23
- (B) Form TBS 330-60
- (C) Form 1020 (Security Interview)
- (D) Two pieces of photo identification (Birth Certificate and Driver's licence)

- (E) Two sets of fingerprints
- (F) Working Visa (where applicable)
- (G) Two passport photographs
- (H) Security Interview

The RCMP:

1. Will conduct personnel security screening checks above the Policy on Government Security requirements.
2. Is responsible for escorting requirements on its facilities or sites if applicable. RCMP reserves the right to request the use of an escort on its sites throughout this procurement if they so choose.

7.4 Security Requirements (specific to VAC)

The following security requirements apply and form part of the Contract.

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

7.5 Term of Contract

7.5.1 Period of the Contract (Contract Period)

The period of the Contract is from the date of Contract award to March 31, 2022 inclusive.

7.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to eight additional years under the same conditions. The length of each option period may vary. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 18 months before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5.3 Comprehensive Land Claims Agreements (CLCAs) - Specific to DND only

- (a) The Contract is subject to the following Comprehensive Land Claims Agreements:
- i. Tlicho Land Claims Agreement
 - ii. Ta'an Kwach'an Council Final Agreement
 - iii. Kwanlin Dun First Nation Final Agreement
- (b) The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

7.5.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Attachment "X" of Annex B of the Contract.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority (CA) for the Contract is:

Name: Patrick O'Sullivan
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Special Procurement Initiatives Directorate
Address: 11 Laurier Street, Gatineau, Quebec, K1A 0S5
Telephone: 819-420-2233
E-mail address: MNDFSS.DNDHCP@tpsgc-pwgsc.gc.ca

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

7.6.2 Departmental Technical Authority (DTA)

The Department Technical Authority (DTA) for the Contract is listed below: **(to be provided at Contract Award)**

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

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

7.6.3 Departmental Procurement Authority (DPA)

The DPA for the Contract is listed below: **(to be provided at Contract Award)**

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

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

7.6.4 Task Managers (TM)

The list of TMs will be provided to the Contractor after Contract Award.

7.6.5 Contractor's Representative

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

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

7.7 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.

7.8 Payment

7.8.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized TA, in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

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

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

7.8.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed (**to be provided at Contract Award**). Customs duties are included and Applicable Taxes are extra.
- (b) 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:
 - i. when it is 75 percent committed, or
 - ii. 4 months before the contract expiry date, or
 - iii. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- (c) 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.

7.8.3 Limitation of Expenditure for the Performance Incentive Fee

Canada's total liability under this Contract for the Performance Incentive Fee (PIF) must not exceed the amounts shown in Annex F - Performance Management Framework, applicable taxes extra.

7.8.4 Method of Payment – Authorized TA

One of the following methods will form part of the authorized TA:

(a) 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; and,
- iii. the Work delivered has been accepted by Canada.

(b) 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; and,
- iii. the Work performed has been accepted by Canada.

7.8.5 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department applies

SACC Manual clause C2000C (2007-11-30) Taxes – Foreign –based Contractor applies

SACC manual clause C2605C (2008-05-12) Canadian Customs Duties and Sales Tax – Foreign-based Contractor applies

SACC Manual clause C0305C (2014-06-26) Cost Submission - Limitation of Expenditure or Ceiling Price

SACC *Manual* clause C0705C (2010-01-11) Discretionary Audit applies

7.9 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all Work identified in the invoice is completed.

(a) Each invoice must be supported by:

- i. a copy of time sheets to support the time claimed;
- ii. a copy of the release document and any other documents as specified in the Contract;
- iii. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- iv. a copy of the monthly progress report.

(b) Invoices must be distributed as follows:

- i. 1 copy must be forwarded to the following generic email address: **(To be provided at Contract Award)**; and

- ii. Specific to DND: 1 electronic copy must be forwarded to the Departmental Procurement Authority identified under the section entitled "Authorities" of the Contract for certification and payment.
- ii. Specific to RCMP: 1 electronic copy must be forwarded to the Departmental Technical Authority identified under the section entitled "Authorities" of the Contract for certification and payment.
- ii. Specific to VAC: 1 electronic copy must be forwarded to the Departmental Technical Authority identified under the section entitled "Authorities" of the Contract for certification and payment.

7.10 Certifications and Additional Information

7.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

7.10.3 Canadian Content Certification

SACC Manual clause A3060C (2008-05-12) Canadian Content Certification.

7.11 Applicable Laws

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

7.12 Priority of Documents

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

- a. the Articles of Agreement;
- b. the supplemental general conditions 4008 (2008-12-12);
- c. the general conditions - Higher Complexity – Services, 2035 (2016-04-04);
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;

- g. Annex D, Insurance Requirements;
- h. the signed Task Authorizations (including all of its attachments, if any);
- i. Annex F, Performance Measurement Framework;
- j. the Contractor's bid dated _____, as amended on TBD.

7.13 Defence Contract (Specific to DND only)

SACC Manual clause A9006C (2012-07-16) Defence Contract
SACC Manual clause A9062C (2011-05-16) Canadian Forces Site Regulations

7.14 Foreign Nationals (Canadian Contractor or Foreign Contractor)

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

or

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

7.15 Insurance Requirements

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within 10 days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.16 Aboriginal Subcontracting Component

- (a) The Aboriginal Subcontracting Component (ASC) is a mechanism designed to encourage the Contractor to contribute to and invest in the development and viability of Aboriginal businesses by procuring goods and services from qualified Aboriginal firms.
 - i. DND - The Contractor agrees to, on an annual basis, subcontract with one or more Aboriginal firms for the acquisition of goods and/or services valued at a minimum of \$1,200,000.00.

- i. RCMP - The Contractor agrees to, on an annual basis, subcontract with one or more Aboriginal firms for the acquisition of goods and/or services valued at a minimum of \$75,000.00.
 - i. VAC - The Contractor agrees to, on an annual basis, subcontract with one or more Aboriginal firms for the acquisition of goods and/or services valued at a minimum of \$75,000.00.
 - ii. To be considered an Aboriginal firm, the firm must meet the definition of an Aboriginal business, as defined under the Procurement Strategy for Aboriginal Business (PSAB).
 - iii. The range of goods or services subcontracted to the Aboriginal firm(s) is to be determined by the Contractor.
 - iv. The Contractor is solely responsible for the administration and maintenance of any contract(s) between itself and the Aboriginal firm(s).
- (b) In support of the subcontracting component detailed above, the Contractor is required, within 30 calendar days of Contract Award, to submit an Aboriginal Subcontracting Plan to the Contracting Authority. The Aboriginal Subcontracting Plan should, as a minimum, include the following:
- i. a description of how the Contractor plans to ensure that its subcontractor meets the definition of an Aboriginal business, as defined under PSAB;
 - ii. a description of how the Contractor plans to achieve the financial subcontracting component stated above;
 - iii. a description of how the Contractor plans to demonstrate that it has achieved the financial subcontracting component; and
 - iv. a corrective measures plan, in the event the Contractor does not achieve the financial subcontracting component in any given year. The corrective measures plan should detail how the Contractor will make up the deficiency in subcontracting the following year, taking into consideration relevant measures such as, but not limited to specialized training, career development, scholarships and community outreach to help local and Aboriginal communities in meeting their economic development needs. The Contractor is encouraged to reach out to Aboriginal businesses and communities.

7.17 Targeted Investment (TI)

A Targeted Investment (TI) is a mechanism designed to encourage the development of innovative and effective solutions to address unforeseen issues or deficiencies related to this requirement. The usage of a TI is not guaranteed – it will be used on an as-and-when-required basis. The process will be as follows:

- (a) Canada will present the Contractor with a Targeted Investment requirement (through a description of the task using the Task Authorization form), which will include, at a minimum, the following elements:
- i. a description of the problem;
 - ii. a description of the desired outcome;
 - iii. the method of payment; and
 - iv. the basis of payment.

- (b) Within 30 calendar days from when Canada provided the Contractor with the TI requirement, the Contractor must provide Canada a detailed draft plan on how it intends to achieve the desired outcome detailed in the TI requirement. The draft plan must include a description of how Canada will objectively and quantifiably determine whether the desired outcome has been achieved, the proposed timeline, and a detailed price breakdown showing direct costs and any profit and overhead.
- (c) If Canada does not approve the draft plan, Canada and the Contractor will work collaboratively to arrive at a mutually acceptable plan.
- (d) Should the Contractor wish, it may submit a proposal for a TI for consideration by Canada. The proposal must include:
 - i. a description of the problem;
 - ii. a description of the desired outcome;
 - iii. a description of how Canada could objectively and quantifiably determine whether the desired outcome has been achieved;
 - iv. the proposed timeline; and
 - v. a detailed price breakdown showing direct costs and any profit and overhead.
- (e) Approval of a TI, whether requested by Canada or proposed by the Contractor, remains at the discretion of Canada.
- (f) The Contractor must not commence Work until Canada accepts and approves the plan, and authorizes the Task Authorization in accordance with the applicable provisions of article 7.2 Task Authorization. The Contractor acknowledges that any Work performed prior to Canada's authorization of the Task Authorization will be done at the Contractor's own risk.

7.18 Safeguarding Electronic Media

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

7.19 Dispute Resolution

- (a) If a dispute arises out of, or in connection with this Contract, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.
- (b) All information exchanged during this meeting or any subsequent dispute resolution process, shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.
- (c) The parties agree that the representatives selected to participate in the dispute resolution process will have the authority required to settle the dispute or will have a rapid means of obtaining the requisite authorization.
- (d) These clauses shall not affect any of Canada's rights of cancellation or termination contained in this Contract.

7.20 Representations and Warranties

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

7.21 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.]

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: [list all the joint venture members named in the Contractor's original bid].
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- i. _____ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
 - 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.
- (g) To witness their agreement with the terms and conditions of this Contract, Canada and the Contractor (by its agent, the Representative Member of the joint venture Contractor) have signed the cover page of this Contract. To witness that each member of the joint venture Contractor is a Party to this Contract and is jointly and severally and solidarily liable for the performance of all the Work, each member of the joint venture Contractor, including the Representative Member, has signed below.

[Insert Full Legal Name of Representative Member]

By its Authorized Signatory, _____

Print Name of Authorized Signatory: _____

Print Title of Authorized Signatory: _____

[Insert Full Legal Name of Second Member]

By its Authorized Signatory, _____

Print Name of Authorized Signatory: _____

Print Title of Authorized Signatory: _____

[Insert Full Legal Name of Third Member - add or subtract as many signature blocks as necessary so that each member of the Joint Venture is signing the Contract]

By its Authorized Signatory, _____

Print Name of Authorized Signatory: _____

Print Title of Authorized Signatory: _____

Solicitation No. - N° de l'invitation
W3931-13KM01/D
Client Ref. No. - N° de réf. du client
W3931-13KM01

Amd. No. - N° de la modif.
File No. - N° du dossier
010xf W3931-13KM01

Buyer ID - Id de l'acheteur
010xf
CCC No./N° CCC - FMS No./N° VME
Rev 001

ANNEX A1 STATEMENT OF WORK – DND

See attached.

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ANNEX A2 STATEMENT OF WORK – RCMP

See attached.

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010xf W3931-13KM01

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010xf
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Rev 001

ANNEX A3 STATEMENT OF WORK – VAC

See attached.

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W3931-13KM01

Amd. No. - N° de la modif.
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ANNEX B BASIS OF PAYMENT

See attached.

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ANNEX C1 SECURITY REQUIREMENTS CHECK LIST (SRCL) – DND

See attached.

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ANNEX C2 SECURITY REQUIREMENTS CHECK LIST (SRCL) – RCMP

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ANNEX C3 SECURITY REQUIREMENTS CHECK LIST (SRCL) – VAC

See attached.

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Buyer ID - Id de l'acheteur
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CCC No./N° CCC - FMS No./N° VME
Rev 001

ANNEX D INSURANCE REQUIREMENTS

See attached.

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W3931-13KM01

Amd. No. - N° de la modif.
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010xf W3931-13KM01

Buyer ID - Id de l'acheteur
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CCC No./N° CCC - FMS No./N° VME
Rev 001

ANNEX E1 TASK AUTHORIZATION FORM – DND

See attached.

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ANNEX E2 TASK AUTHORIZATION FORM – RCMP

See attached.

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ANNEX E3 TASK AUTHORIZATION FORM – VAC

See attached.

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ANNEX F1 PERFORMANCE MEASUREMENT FRAMEWORK – DND

See attached.

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ANNEX F2 PERFORMANCE MEASUREMENT FRAMEWORK – RCMP

See attached.

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ANNEX F3 PERFORMANCE MEASUREMENT FRAMEWORK – VAC

See attached.

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ATTACHMENT 1 TO PART 4 TECHNICAL CRITERIA

See attached.

ATTACHMENT 2 TO PART 4 PRICING SCHEDULE

The Bidder must complete the pricing schedules attached to the RFP and include it in its financial bid once completed. As a minimum, the Bidder must respond to these pricing schedules by including, in its financial bid for each of the periods specified below, its quoted Firm Fixed All-Inclusive Hourly Rate (in Canadian dollar) for each applicable HCP category and location. The rates should not include the applicable taxes.

Pricing Schedule A: Initial Contract Period (From Contract Award date to March 31, 2020) - see attached.

Pricing Schedule B: Initial Contract Period (From April 1, 2020 to March 31, 2022) - see attached.

FORM 1

BID SUBMISSION FORM

BID SUBMISSION FORM	
<p>Bidder's full legal name</p> <p><i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i></p>	
<p>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</p>	Name:
	Title:
	Address:
	Telephone #:
	Fax #:
	Email:
<p>Bidder's Procurement Business Number (PBN)</p> <p><i>[see the Standard Instructions 2003]</i></p> <p><i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i></p>	
<p>Jurisdiction of Contract:</p> <p>Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)</p>	
<p>Former Public Servants</p> <p>See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".</p>	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "</p>

BID SUBMISSION FORM					
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?</p> <p>Yes _____ No _____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "</p>				
<p>Canadian Content Certification</p> <p>As described in the solicitation, bids with at least 80% Canadian content are being given a preference.</p> <p><i>[For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]</i></p>	<p>On behalf of the Bidder, by signing below, I confirm that <i>[check the box that applies]</i>:</p>				
	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td style="width: 20%;"></td> </tr> <tr> <td>Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td></td> </tr> </table>	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)		Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)				
Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)					
<p>Security Clearance Level of Bidder</p> <p>[include both the level and the date it was granted]</p> <p><i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i></p>					
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 					
<p>Signature of Authorized Representative of Bidder</p>	<p>_____</p>				

FORM 2
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

For further information on the Federal Contractors Program for Employment and Social Development Canada (ESDC) - Labours' website.

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

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- () A5.1 The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC -Labour.
- OR
- () A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC -Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC -Labour.

B. Check only one of the following:

- () B1 The Bidder is not a Joint Venture.

OR

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