



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Services Procurement-Instruments Management
Division/Approvisionnement de services-Gestion des
instruments

11 Laurier St. / 11, rue Laurier

11C1, Place du Portage III

Gatineau

Quebec

K1A 0S5

Title - Sujet Professional consulting services	
Solicitation No. - N° de l'invitation EN578-171875/C	Date 2017-03-28
Client Reference No. - N° de référence du client 20171875	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZQ-019-31249	
File No. - N° de dossier 019zq.EN578-171875	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-05-08	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Hamann, Amélie	Buyer Id - Id de l'acheteur 019zq
Telephone No. - N° de téléphone (819) 420-1388 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: TPSGC/PWGSC National Capital Area (Gatineau) Phase III, Place du Portage 11 Laurier Street Gatineau Quebec K1A0S5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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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 Attachments include the Pricing Schedule, Technical and Financial Criteria, Additional Certifications Precedent to Contract Award, Additional certifications required with the Bid.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Task Authorization Form and any other annexes.

1.2 Summary

- 1.2.1 The Strategic Policy Sector of PSPC is seeking the professional services of a Contractor to examine both government solicitations and contractual terms and conditions using automated software to evaluate where and how improvements could be made. The contractor will also be required to benchmark Canada's current contracts and related practices against leading public and private sector institutions with a view to identifying best practices and areas for improvement. It is intended to result in the award of 1 contract for 1 year, plus 2 one-year irrevocable options allowing Canada to extend the terms of the contract.
- 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 the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 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 FPS, Bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.

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

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 FPS in receipt of a pension, as applicable:

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks; and

- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 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 Québec.

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 Basis for Canada's Ownership of Intellectual Property

The Client has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts: the Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid [4 hard copies and 1 soft copy on USB];
Section II: Financial Bid [1 hard copy and 1 soft copy on USB];
Section III: Certifications [1 hard copy and 1 soft copy on USB]; and
Section IV: Additional Information [1 hard copy and 1 soft copy on USB].

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, Bidders should:

- 1) 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
- 2) 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.

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. 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.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

3.1.2 SACC Manual Clauses

A9033T (2012-07-16), Financial Capability

Section III: Certifications

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

Section IV: Additional Information

In Section IV of their bid, bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
5. for Part 6, article 6.1, Security Requirement, of the bid solicitation:
 - a) for each individual who will require access to classified or protected information, assets or sensitive work sites:
 - 1) the name of the individual;
 - 2) the date of birth of the individual; and
 - 3) if available, information confirming the individual meets the security requirement as indicated in Part 7 - Resulting Contract Clauses;

ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee nor as a limitation on the Work to be requested through task authorizations. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The rates included in this pricing schedule include the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Part 7 of the bid solicitation inside the National Capital Region (NCR) defined in the [National Capital Act \(R.S.C., 1985, c. N-4\)](http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont), available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>).

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

The quoted all-inclusive firm per diem rate submitted by the Bidder in Table A, at column (a) will be used to populate Table B, at column (a).

Table A – All inclusive firm per diem rate for all Categories and Levels required for Task Authorization work

	Labour Category and Level	All-Inclusive Firm Per Diem Rate (in CDN\$)*	Level of Effort in working days	Total (in CDN\$)
		A	B	C = A x B
1	Initial Contract Period – From Contract Award to One year later			
1a	Project Manager	\$	20	\$
1b	Subject Matter Expert	\$	40	\$
1c	(Add Project Team member as required (see M2))	\$	40 / # of additional team member	\$
1d	(Add Project Team member as required (see M2))	\$		\$

			Total for Initial Period: \$	
Option Period 1 – From end of Initial Contract Period to one year later				
2				
2a	Project Manager	\$	20	\$
2b	Subject Matter Expert	\$	40	\$
2c	(Add Project Team member as required (see M2))	\$	40 / # of additional team member	\$
2d	(Add Project Team member as required (see M2))	\$		
Total for Option Period 1: \$				
Option Period 2 – From end of Option Period 1 to one year later				
3				
3a	Project Manager	\$	20	\$
3b	Subject Matter Expert	\$	40	\$
3c	(Add Project Team member as required (see M2))	\$	40 / # of additional team member	\$
3d	(Add Project Team member as required (see M2))	\$		
Total for Option Period 2: \$				
Evaluated Price of Table A = Total Initial Period + Total Option Period 1 + Total Option Period 2 \$				

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*The all-inclusive firm per diem rates will be used for the work described at section 6.0 of the Statement of Work in Annex A, under the Contract on an "as and when requested basis".

In the Pricing Schedule, the Applicable Taxes are to be shown separately. [Instructions to the Bidder: consult Article 01, interpretation, of the 2035, General Conditions - Higher Complexity services, for the definition of the term "Applicable Taxes".]

Table B – Price for Deliverables

	Labour category & Level	Cost basis		Professional Fees	
Elements and Deliverables		All inclusive firm per diem rate as per Table A above (In CAD \$) (a)	Level of Effort in working days (b)	Total per Labour category & Level (c)	Firm lot price per Deliverable
Element 1: Project Work Plan					
Sub-element #1: Draft project work plan, including methodology.	1.[Insert applicable Labour Category & Level]				Total price of Deliverable 1 = Professional Fees for 1+2+3+4...
	2. [Insert applicable Labour Category & Level]				
	3. [Insert applicable Labour Category & Level]				
	4. Add rows as required				
Sub-element #2: Final project work plan, including methodology.	1.[Insert applicable Labour Category & Level]				Total price of Deliverable 2 = Professional Fees for 1+2+3+4...
	2. [Insert applicable Labour Category & Level]				
	3. [Insert applicable Labour Category & Level]				
	4. Add rows as required				

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Element 2: Contract Variability Analysis						
Sub-element #3: Preliminary Contract Variability Analysis Report	1.[Insert applicable Labour Category & Level]					Total price of Deliverable 3 = Professional Fees for 1+2+3+4...
	2. [Insert applicable Labour Category & Level]					
	3. [Insert applicable Labour Category & Level]					
	4. Add rows as required					
Sub-element #4: Final Contract Variability Analysis Report	1.[Insert applicable Labour Category & Level]					Total price of Deliverable 4 = Professional Fees for 1+2+3+4...
	2. [Insert applicable Labour Category & Level]					
	3. [Insert applicable Labour Category & Level]					
	4. Add rows as required					
Sub-element #5: Contract Variability Analysis Data File	1.[Insert applicable Labour Category & Level]					Total price of Deliverable 5 = Professional Fees for 1+2+3+4...
	2. [Insert applicable Labour Category & Level]					
	3. [Insert applicable Labour Category & Level]					
	4. Add rows as required					
Element 3: Benchmarking Analysis						
Sub-element #6: Interim Benchmarking Report	1.[Insert applicable Labour Category & Level]					Total price of Deliverable 6 = Professional Fees for 1+2+3+4...
	2. [Insert applicable Labour Category & Level]					
	3. [Insert applicable Labour Category & Level]					
	4. Add rows as required					
Sub-element #7: Final Benchmarking Report	1.[Insert applicable Labour Category & Level]					Total price of Deliverable 7 = Professional Fees for 1+2+3+4...
	2. [Insert applicable Labour Category & Level]					

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	3. [Insert applicable Labour Category & Level] 4. Add rows as required					
Element 4: Simplified Contract Model, Recommended Clause Library, Final Integrated Report and Presentation						
Sub-element #8: Simplified Contract Model	1.[Insert applicable Labour Category & Level]					Total price of Deliverable 8 = Professional Fees for 1+2+3+4...
	2. [Insert applicable Labour Category & Level]					
	3. [Insert applicable Labour Category & Level]					
	4. Add rows as required					
Sub-element #9: Recommended Clause Library	1.[Insert applicable Labour Category & Level]					Total price of Deliverable 9 = Professional Fees for 1+2+3+4...
	2. [Insert applicable Labour Category & Level]					
	3. [Insert applicable Labour Category & Level]					
	4. Add rows as required					
Sub-element #10: Draft Integrated Report	1.[Insert applicable Labour Category & Level]					Total price of Deliverable 10 = Professional Fees for 1+2+3+4...
	2. [Insert applicable Labour Category & Level]					
	3. [Insert applicable Labour Category & Level]					
	4. Add rows as required					
Sub-element #11: Final Integrated Report	1.[Insert applicable Labour Category & Level]					Total price of Deliverable 11 = Professional Fees for 1+2+3+4...
	2. [Insert applicable Labour Category & Level]					
	3. [Insert applicable Labour Category & Level]					
	4. Add rows as required					
	1.[Insert applicable Labour Category & Level]					Total price of

Sub-element #12: Presentation of Project Results	2. [Insert applicable Labour Category & Level]				Deliverable 12 = Professional Fees for 1+2+3+4...
	3. [Insert applicable Labour Category & Level]				
	4. Add rows as required				
	Evaluated Price of Table B = (Total price of Sub-element 1 + Total price of Sub-element 2 + Total price of Sub-element 3 + Total price of Sub-element 4 + Total price of Sub-element 5 + Total price of Sub-element 6 + Total price of Sub-element 7 + Total price of Sub-element 8 + Total price of Sub-element 9 + Total price of Sub-element 10 + Total price of Sub-element 11 + Total price of Sub-element 12)				
					\$

Total Evaluated Price	
Total evaluation Price = Evaluated Price of Table A+ Evaluated Price of Table B	\$
Applicable Taxes	\$

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Joint Venture Experience

- a) 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.

- b) 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.

- c) 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.
- d) 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.

4.1.1.2 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.1.3 Point Rated Technical Criteria

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

4.1.2 Financial Evaluation

4.1.2.1 For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

4.1.2.2 Mandatory Financial Criteria

Refer to Attachment 2 to Part 4.

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit [70%] and Price [30 %]

4.2.1.1 To be declared responsive, a bid must:

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

4.2.1.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.2.1.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): $PS_i = LP / P_i \times 30$. P_i is the evaluated price (P) of each responsive bid (i).

4.2.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 70$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

4.2.1.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.

4.2.1.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid with the lowest evaluated price will be recommended for award of a contract.

4.2.1.7 The table below illustrates an example where all three bids are responsive and the selection of the Contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Score for All the Point Rated Technical Criteria	OS1: 120/135	OS2: 98/135	OS3: 82/135
Bid Evaluated Price	P1: C\$60,000	P2: C\$55,000	P3: C\$50,000
Calculations	Technical Merit Score (OSi x 70)	Pricing Score (LP/Pi x 30)	Combined Rating
Bidder 1	120/135 x 70 = 62.22	50/60 x 30 = 25.00	87.22
Bidder 2	98/135 x 70 = 50.81	50/55 x 30 = 27.27	78.08
Bidder 3	82/135 x 70 = 42.52	50/50 x 30 = 30.00	72.52

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ATTACHMENT 1 to PART 4, TECHNICAL CRITERIA

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

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Mandatory Requirements		Compliant/ Non-Compliant
M1: Automated Software		
The Bidder must attest it has current access to and has used the proposed automated software to conduct the Contract Variability Analysis described in the Statement of Work. The Bidder must describe overall details on the capability and limitations of the proposed automated software.		

M2: Project Team To Deliver The Work	
<p>The Bidder must submit detailed resumes¹, of the following proposed resources (and others if deemed required) to deliver the work described in Annex A, Statement of Work.</p> <ul style="list-style-type: none"> • One (1), Project Manager • One (1), Subject Matter Expert • Add other Project Team member(s) as required <p>In addition to detailed resumes provided, the Bidder must also provide a 1-2 page description for projects that describe the role that the proposed Project Manager and Subject Matter Expert played in projects similar to the one outlined in section 4.0 in the Statement of Work.</p> <p>Each project description must include the following elements:</p> <ul style="list-style-type: none"> • Name and type (e.g., private or public) of client organization and contact information; • Title of the project; • Description and objectives of the project; • Detailed description of the role of the proposed resource in the project; • Description of the methodology(s) used; • Start and end dates (month and year) of the project; • Dollar value of the project; and • Resulting outcomes of the project. <p>It is the responsibility of the Bidder to ensure that the proposed resources' resumes are sufficiently detailed to enable a full evaluation.</p>	

¹ A detailed resume would include, at a minimum:

- The name of the resource;
- The role of the team member during contract period (e.g., Project Manager, Data analyst);
- A chronological work description of relevant project experience (including years/months of engagement with start/end dates);
- Specific experience in contract analysis – including where, when and how the experience was obtained; and
- Education/professional attainment in relation to contract analysis, including all training listed in chronological order by course/program title and duration (days/months/years) with start/end dates.

M3: Proposed Project Work Plan and Schedule	
<p>The Bidder must provide a proposed project work plan, which includes a detailed description of the methodology proposed and an estimated schedule to complete the work. The work plan must include the following elements:</p> <ul style="list-style-type: none">• A detailed description of specific steps to be performed based on the work plan and the sequencing of those steps;• Clear start and end dates for each of the steps outlined in the work plan; and• Name of project resource(s) allocated to each step outlined in the work plan along with their role, responsibility and estimated level of effort.	

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Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Criteria	Page #	Points Allocated for the Criteria	Score
R1: Understanding the Context of the Project		<u>RATING SCALE</u>	
<p>The Bidder must describe its understanding of the project requirements. The assessment of this criteria will be based on the extent to which the proposal articulates the Bidder's understanding of the project requirements outlined in section 4.0 in the Statement of Work.</p> <p><u>NOTE:</u> Restating the background provided in the Statement of Work, or duplicating background materials from elsewhere will normally not be considered a way of demonstrating a good understanding of the context of the evaluation.</p>		<p>Maximum 15 Points</p> <p>15 Points = Proposal provides a clear, well-defined description and understanding of the nature and scope of the project.</p> <p>10 Points = Proposal provides a good description and understanding of the nature and scope of the project, but lacks some of the elements that should be considered.</p> <p>5 Points = Proposal provides a description and understanding of the nature and scope of the project that is not clear and well-defined and lacks the majority of the elements that should be considered.</p> <p>0 Points = Proposal does not provide a description or understanding of the project.</p>	

R2: Assessment of the Technology			
The Bidder's proposal should clearly demonstrate how the automated software proposed meets all the project requirements outlined in section 4.0 in the Statement of Work.			

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R3: Experience of Project Manager (see M2)	<u>RATING SCALE</u>	
<p>a) Experience managing contract variability analysis projects (maximum four (4) projects)</p> <p>Only the first four (4) projects, in order of presentation, presented for this criterion will be evaluated.</p>	<p>Maximum 16 Points</p> <p>4 Points = for each project managed involving the review and analysis of an extensive number of public sector contracts (10,000 or more contracts).</p> <p>3 Points = for each project managed involving the review and analysis of an extensive number of private sector contracts (10,000 or more contracts).</p> <p>2 Points = for each project managed involving the review and analysis of a significant number of public sector contracts (more than 500 and less than 10,000 contracts).</p> <p>1 Point = for each project managed involving the review and analysis of a significant number of private sector contracts (more than 500 and less than 10,000 contracts).</p>	

b) Project management experience		<p>Maximum 5 Points</p> <p>5 Points = 10 years or more of demonstrated project management experience.</p> <p>3 Points = 8 years or more but less than 10 years of demonstrated project management experience.</p> <p>2 Points = 5 years or more but less than 8 years of demonstrated project management experience.</p> <p>1 Point = less than 5 years of demonstrated project management experience.</p>	
c) Highest educational level attained		<p>Maximum 4 Points</p> <p>4 Points = PhD or Master's degree and/or Project Management Professional (PMP) Certificate</p> <p>2 Points = Relevant undergraduate degree</p>	

R4: Experience of Subject Matter Expert (see M2)		
<p>a) Subject Matter Expert (Maximum six (6) projects)</p>	<p>Maximum 24 Points</p> <p>4 Points = for every project, similar to the one outlined in section 4.0 of the Statement of Work, where the subject matter expert conducted the review and analysis of an extensive amount of public sector contracts (10,000 or more contracts).</p> <p>3 Points = for every project, similar to the one outlined in section 4.0 of the Statement of Work, where the subject matter expert conducted the review and analysis of an extensive amount of private sector contracts (10,000 or more contracts).</p> <p>2 Points = for every project, similar to the one outlined in section 4.0 of the Statement of Work, where the subject matter expert conducted the review and analysis of public sector contracts (more than 500 contracts and less than 10,000 contracts).</p> <p>1 point = for every project, similar to the one outlined in section 4.0 of the Statement of Work, where the subject matter expert conducted the review and analysis of private sector contracts (more than 500 contracts and less than 10,000 contracts).</p>	

<p>b) Years of experience conducting contract variability analysis, similar to the one outlined in section 4.0 in the Statement of Work, for public and private sector organizations</p>		<p>Maximum 12 Points</p> <p>12 Points = 10 years or more of experience in conducting contract variability analysis.</p> <p>9 Points = 8 or more years but less than 10 years of experience in conducting contract variability analysis.</p> <p>6 Points = 6 or more years but less than 8 years of experience in conducting contract variability analysis.</p> <p>3 Points = 3 or more years but less than 6 years of experience in conducting contract variability analysis.</p> <p>1 Point = Less than 3 years of experience in conducting contract variability analysis.</p>	
<p>c) Highest educational level attained</p>		<p>Maximum 4 Points</p> <p>4 Points = Graduate level law degree, such as a Law Doctorate (LLD) or Master of Laws (LLM)</p> <p>3 Points = Master's degree or an undergraduate level law degree, such as a Bachelor of Laws (LLB) or Juris Doctor (JD) Degree</p> <p>2 Points = Relevant undergraduate degree</p>	

R5: Overall Relevance of the Project Team (see M2)			
<p>The Bidder's Project Team should demonstrate an excellent combination of resources and competencies to meet all project requirements as outlined in section 4.0 of the Statement of Work.</p>		<p>Maximum 15 Points</p> <p>15 Points = Composition of the team demonstrates a well-rounded and complete combination of resources and competencies to meet all project requirements.</p> <p>11 Points = Composition of the team demonstrates a good combination of resources and competencies to meet all project requirements, but demonstrates some weaknesses.</p> <p>6 Points = Composition of the team demonstrates a combination of resources and competencies that meet some but not all of the project requirements.</p> <p>0 Points = Composition of the team does not demonstrate the resources and competencies needed to meet project requirements.</p>	

R6: Detailed Work Plan			
<p>The Bidder's proposal should include a detailed work plan. The proposed detailed work plan should cover the tasks outlined in section 4.0 of the Statement of Work and should contain:</p> <ul style="list-style-type: none">• a work breakdown structure identifying tasks, sub-tasks and their descriptions;• estimated level of effort per task/sub-task (i.e. person days);• responsible team member(s) for each task, and other team members allocated per task; and• a project schedule/Gantt chart identifying tasks/sub-tasks and phases, start and end dates per task/sub-task, elapsed time per task/sub-task, deliverables and milestones. <p>The proposed work plan will be evaluated as follows:</p>			

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a) Comprehensiveness of the scheduling		<p>Maximum 20 Points</p> <p>20 Points = Level of effort allocated by task/sub-task is clear, well-defined and realistic; project elements and milestones are clearly identified; project flow chart clearly presents the logic and sequencing of the envisaged work.</p> <p>13 Points = Level of effort allocated by task/sub-task is defined, but is not complete as some elements are missing and/or incomplete; some milestones are identified but weaknesses exist; the project flow presents the logic and sequencing of the envisaged work, but gaps exist.</p> <p>0 Points = Level of effort allocated by task/sub-task is not well-defined and milestones are unrealistic; the project flow logic and sequencing is unclear and major weaknesses exist.</p>	
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<p>b) Adequacy of the resources allocated (the work plan will be compared with the proposed resources experience).</p>		<p>Maximum 20 Points</p> <p>20 Points = responsible team member(s) per task is/are identified; the experience of team member(s) allocated to each task is aligned with the task description; the Project Manager is involved in all critical tasks leading to deliverables or milestones and with the project in general.</p> <p>13 Points = responsible team member(s) per task is/are identified; the experience of team member(s) allocated to each task is aligned with the task description but some gaps remain; the Project Manager is not involved in all critical tasks leading to deliverables or milestones.</p> <p>0 Points = responsible team member(s) per task is/are not identified; the experience of team member(s) allocated to each task is not aligned with the task description; there is limited to very low involvement of the Project Manager in the project.</p>
<p>The minimum passing score is 112 Points (70%)</p> <p>The maximum score is 160 Points.</p>		<p>Total Points: /160</p>

ATTACHMENT 2 to PART 4, FINANCIAL CRITERIA

Mandatory Financial Criteria

Bids must meet the mandatory financial criteria specified in the table inserted below.

Bids which fail to meet the mandatory financial criteria will be declared non-responsive.

	Mandatory Financial Criteria	Compliant/ Non- Compliant
MF1	Evaluated Price of Table B must not exceed \$500,000.00 excluding applicable taxes.	

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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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 – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

ATTACHMENT 1 to PART 5, ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

1. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

2. Education and Experience

The Bidder certifies that all the information provided in the resumes and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 – SECURITY REQUIREMENTS

6.1 Security Requirements

6.1.1 Before award of a contract, 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 sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

6.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

6.1.3 For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

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 in Annex A.

7.1.1 Task Authorization

A. The work described in section 6.0 of the Statement of Work in Annex A, may be performed under the Contract on an “as and when requested basis”.

B. With respect to the Work mentioned under paragraph A of this clause,

1. an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
2. the TA Authority and limit will be determined in accordance with paragraph C of this clause;
3. the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
4. the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
5. the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D, Task Authorization Form. An authorized TA is a completed Annex D signed by the TA Authority.

C. TA Authority and Limit

The Project Authority may authorize individual TAs, inclusive of any revisions, the sole applicable Contract basis of payment of which is Limitation of Expenditure up to a limit of **\$75,000.00** Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit, or any revisions to any previously authorized TA the applicable Contract basis of payment of which is firm lot price must be authorized by the Contracting Authority before issuance to the Contractor.

D. The authority specified under paragraph C of this clause is granted subject to the sum specified in the Contract under clause 7.6.2 Canada's Total Liability, Portion of the Work - Cumulative Total of all authorized TAs, not being exceeded.

E. TA Process

For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex D Task Authorization Form, containing as a minimum:

- the task or revised task description of the Work required, including:
 - the details of the activities or revised activities to be performed;
 - a description of the deliverables or revised deliverables to be submitted; and
 - a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
- the Contract security requirements applicable to the task or revised task;
- the Contract basis (bases) of payment applicable to the task or revised task; and
- the Contract method(s) of payment applicable to the task or revised task and, as applicable, the associated schedule of milestones.

F. Within five calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

1. the total estimated cost proposed for performing the task or, as applicable, revised task;
2. a breakdown of that cost in accordance with Annex B, Basis of Payment to be provided, as applicable, per milestone contained in the Schedule of Milestones; and
3. for each resource proposed by the Contractor for the performance of the Work required:

the name of the proposed resource;
the resume of the proposed resource; and
a demonstration that the proposed resource meets the Contract security requirements.

G. TA Authorization

1. The TA Authority will authorize the TA based on:
 - the request submitted to the Contractor pursuant to paragraph E of this clause;
 - the Contractor's response received, submitted pursuant to paragraph F of this clause; and
 - the agreed total estimated cost for performing the task or, as applicable, revised task and, as applicable, the breakdown of that cost per milestone contained in the Schedule of Milestones.
2. The TA Authority will authorize the TA provided each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph F.3 of this clause.
3. The authorized TA will be issued to the Contractor by mail.

H. Periodic Usage Reports - Contracts with TAs

1. The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.
2. No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs J.3 and J.4 of this clause in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage

report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31; and
4th quarter: January 1 to March 31.

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

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

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

- the sum (Applicable Taxes extra) specified in clause 7.6.2, Canada's Total Liability, Portion of the Work - Cumulative Total of all Authorized TAs, as last amended;
- the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
- the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

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

7.2.2 Specific Person(s)

The Contractor must provide the services of the person(s) listed in Annex B, Basis of Payment to perform the Work as stated in the Contract.

7.3 Security Requirements

7.3.1 The following security requirement (SRCL and related clauses provided by the [Industrial Security Program \(ISP\)](#) apply and form part of the Contract:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror 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 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to one year later inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor 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.

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EN578-171875
Client Ref. No. - N° de réf. du client
20171875

Amd. No. - N° de la modif.
File No. - N° du dossier
019zq.EN578-171875

Buyer ID - Id de l'acheteur
019zq
CCC No./N° CCC - FMS No./N° VME

7.4.3 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Amélie Hamann
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Professional Services Procurement Directorate
Address: 11 Laurier Street, Gatineau Québec, K1A 0S5
Telephone: 819-420-1388
E-mail address: Amelie.hamann@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.

7.5.2 Project Authority

(to be inserted at contract award)

The Project Authority for the Contract is:

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

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

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019zq.EN578-171875

Buyer ID - Id de l'acheteur
019zq
CCC No./N° CCC - FMS No./N° VME

7.5.3 Contractor's Representative *(to be inserted at contract award)*

The Contractor's Representative for the Contract is:

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

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

7.6 Payment

7.6.1 Basis of Payment

7.6.1.1 Firm Lot Price

For the work described in the Statement of Work, Annex A at section 4.0 with the exception of section 6.0:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price as specified in Annex B, Basis of Payment. Customs duty are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.6.1.2 Authorized TA

For the work described in section 6.0, of the Statement of Work in Annex A, may be performed under the Contract on an "as and when requested basis":

Firm Lot Price TA

When the applicable basis of payment specified in a TA authorized and issued under the Contract is firm lot price, in consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid the firm lot price stipulated in the authorized TA, as determined in accordance with the basis of payment cost elements in Annex B. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

Firm Unit Price TA

When the applicable basis of payment specified in a TA authorized and issued under the Contract is firm unit price, in consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid in accordance with the Basis of Payment, in Annex B, as specified in the TA. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work specified in the authorized TA, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work specified in the authorized TA.

TA subject to a Limitation of Expenditure

When the basis of payment specified in a TA authorized and issued under the Contract is limitation of expenditure, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized TA, as determined in accordance with the basis of payment cost elements, in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's total 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 specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. 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 authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the final delivery date specified in the authorized TA, or
- (c) as soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA,

whichever comes first.

If the notification is for inadequate authorized TA funds, the Contractor must provide to the TA Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

TA subject to a Ceiling Price

When the basis of payment specified in a TA authorized and issued under the Contract is a ceiling price, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized TA, as determined in accordance with the basis of payment in Annex B, to a ceiling price specified in the authorized TA.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment. Customs duty are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.6.2 Canada's Total Liability

Portion of the Work - Cumulative Total of all authorized TAs

- A. With respect to the portion of the Work that is to be performed under the Contract on an "as and when requested basis", Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ _____ (insert amount at contract award). Customs duties are included and the Applicable Taxes are extra.
- B. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- C. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
1. when it is 75 percent committed, or
 2. four (4) months before the contract expiry date,
 3. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, to which Contract clause 7.6.1.2, TA subject to a Limitation of Expenditure, apply,
- whichever comes first.
- D. 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.

7.6.3 Method of Payment

Milestone Payments - Not subject to holdback

For the Work described in the Statement of Work, Annex A, with the exception of section 6.0:

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

Schedule of Milestones

Payments will be made in accordance with the Schedule of Milestones in Annex B, Basis of Payment.

Task Authorizations

One, several or all of the following methods of payment will form part of the authorized TA:

Single Payment

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

1. 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;
2. all such documents have been verified by Canada;
3. the Work delivered has been accepted by Canada.

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:

- a. 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;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

Milestone Payments - Not subject to holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

1. an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
2. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
3. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.6.4 SACC Manual Clauses

C2000C (2007-11-30), Taxes - Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.6.5 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

7.7 Invoicing Instructions

7.7.1 Single Payment

- A. 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.
- B. Invoices must be distributed as follows:
 - 1. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - 2. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.7.2 Monthly Payments, Milestone Payments

- 1. In the case of a milestone payment, the Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment. Each claim must show:
 - a. all information required on form [PWGSC-TPSGC 1111](#);
 - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;

c. a copy of the monthly progress report.

2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

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

7.8 Certifications and Additional Information

7.8.1 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.

7.9 Applicable Laws

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

7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the signed Task Authorizations (including all of its annexes, if any); and
- (g) the Contractor's bid dated _____.

ANNEX A, STATEMENT OF WORK

1.0 TITLE

Contract and Contractual Terms and Conditions Variability Analysis

2.0 BACKGROUND

In conducting its daily operations, Public Services and Procurement Canada on behalf of Canada procures goods and services on a daily basis to ensure that departments, crown corporations and agencies are able to meet their respective mandates and to effectively respond to the needs of Canadians. Over the past decade, Canada has procured approximately \$18 billion worth of goods and services on an annual basis. Of that amount, PSPC managed approximately \$15 billion of goods and services on behalf of government departments and agencies.

PSPC is continually seeking opportunities to improve its service delivery through innovation and modernization. In November 2015, the Minister of Public Services and Procurement received a mandate letter from the Prime Minister of Canada with the commitment to “modernize procurement practices so that they are simpler, less administratively burdensome, deploy modern comptrollership, and include practices that support our economic policy goals, including green and social procurement.”

There are a number of important changes coming to the delivery of federal government procurement including the acquisition and implementation by PSPC of a new e-procurement solution (EPS), which will move Canada's procurement function to an e-business model. This represents an opportune time to review and evaluate how well contractual terms and conditions contained in government contracts and bid solicitations are working and if they align with modern contracting practices. Furthermore, in light of the speed of changes taking place, a continual and evolving understanding of how well existing contracts and solicitations meet the needs of our clients and respond to industry concerns is vital for an effective federal procurement system.

As such, the purpose of this project is to conduct an evidence-based, in-depth review of recent government contracts and contractual documents (e.g., contract templates, contractual terms and conditions, solicitation terms and conditions, requests for proposals, requests for standing offers, standing offers and supply arrangements) to evaluate where and how they can be improved and the extent to which they reflect modern best practices. In addition, the project aims to identify changes to contracts, terms and conditions and related contract formation practices that would need to be considered in preparation for the implementation of an Electronic Procurement Solutions (EPS) and to make recommendations that will strengthen the federal government's ability to procure more effectively and to ultimately bring better value to Canadians.

3.0 OBJECTIVE

The objectives for this project are to:

- Use automated software to examine the level of consistency and standardization in the content and structure of government contracts, contractual terms and conditions, and related procurement practices to generate evidence-based information that will provide an assessment of the current state of government contracts.

- Leverage world-class contracting expertise to assess current Government of Canada contracts, contractual terms and conditions, and related practices against leading public and private sector institutions with a view to identifying best practices and opportunities for improvement; and
- In preparation for the implementation of an Electronic Procurement Solution, provide recommendations on how to simplify, streamline, and create more effective contracts, contractual terms and conditions, and related practices that leverage technology and incorporate standard commercial best practices.

4.0 SCOPE OF WORK AND DELIVERABLES

The work to be performed by the Contractor in the core work of the project has been broken down into elements and sub-elements.

Element 1: Project Work Plan

Sub-element #1: Draft project work plan, including methodology.

Sub-element #2: Final project work plan, including methodology.

To fulfill Sub-element #1 and Sub-element #2 the Contractor, will be required to:

- Develop a draft and final work plan that must include the following components:
 - A clear description of the scope and objectives of the project.
 - A detailed project methodology.
 - A project schedule that includes associated work and timelines.
 - An outline of the resources and related work effort required per element of the Project, including the identification of Project Team members who will be performing the work.
- Prior to submitting a draft work plan, the Contractor will be required to, using automated software, analyze a small sample of contracts and contractual documents provided by the Project Authority (e.g., 300 contracts) to both inform and to validate the methodology and approach defined within the work plan.
- Based on the outcome of the analysis of the sample of contracts and contractual documents, an amendment to the methodology and approach may be requested by the Project Authority. The Contractor will be required to consult with and gain approval from the Project Authority of the final work plan prior to carrying out further analysis.

Element 2: Contract Variability Analysis

This element of the project focuses on analyzing Canada's contracts and contractual terms and conditions, including the clauses contained in the [Standard Acquisitions Clauses and Conditions \(SACC\) Manual](#) to assess their level of consistency and standardization as well as their content and structure.

To conduct the work required under this element, the Project Authority will provide to the Contractor, via an encrypted portable external hard drive, a sample of between 8,000 to 10,000 government contracts and contractual documents, the SACC Manual and government contracting templates.

There are three Sub-elements associated with this element of the project:

Sub-element #3: Preliminary Contract Variability Analysis Report

Sub-element #4: Final Contract Variability Analysis Report

Sub-element #5: Contract Variability Analysis Data File

To fulfill Sub-element #3 and Sub-element #4, the Contractor will be required to undertake, but is not limited to, the following:

- Analyze, using automated software, the contractual documents provided to the Contractor by the Project Authority (8,000-10,000). In carrying out the analysis the Contractor will be required to:
 - Have the functionality within its automated software to analyze contracts and contractual terms and conditions, in Canada's both official languages (French and English), based on different variables. It is also expected that the automated software will have the functionality to trace clauses analyzed back to its original contract.
 - Analyze the level of consistency and standardization of the contract sample based on, but not limited to, sector/region, contract-type, dollar value, complexity level, and commodity-type. It will also be required that the Contractor analyze/compare the contract sample against the SACC Manual and pertinent contracting templates.
- Analyze the contract sample against a commercial reference standard. Within their proposal, Bidders are expected to clearly describe what commercial reference standard they will be using and why that standard is the most appropriate.
- Analyze the content and structure of contracts and contractual terms and conditions in terms of their simplicity, readability, and effectiveness.
- Conduct interviews in the form of meetings, in person or via WebEx, with Government of Canada officials, including senior management. The Contractor will be required to hold 1 to 2 meetings with officials from each sector, region and operational unit, whose contracts were included in the contract sample reviewed. These meetings will be used to present, explain and discuss the results of that particular sector or region's contract variability analysis and gain insight into why certain deviations in the use of contract template and clauses are occurring. There are 15 to 20 sectors, regions and operational units whose contracts will be included in the contract sample. The Project Authority will work with the Contractor to identify meeting participants with Government of Canada officials as well as participants for the aforementioned meetings.

The Preliminary Contract Variability Analysis Report (Sub-element #3) and the Final Contract Variability Analysis Report (Sub-element #4) must contain the results of the contract variability analysis. More specifically, they are to include, but are not limited to:

- A methodology section that describes the approach used to conduct the Contract Variability Analysis.
- An inventory and categorization of all clauses found in the contract sample.
- Detailed findings from the Contract Variability Analysis that includes:
 - The level of consistency and standardization of contracts and contractual terms and conditions across the contract sample as well as a detailed analysis based on the SACC Manual, contracting templates and different variables outlined above.

- A categorization and analysis of contract clauses that are considered standard across the contract sample as well as those that are either negotiated or unique to a contract-type or commodity.
 - A detailed analysis of the contract sample, SACC Manual and related templates against a commercial reference standard.
 - A detailed illustration of specifically how and the degree to which contract and contractual terms and conditions have been modified from the SACC Manual and related contracting templates.
 - An analysis of the content and structure of the contracts and contractual terms and conditions in terms of their simplicity, readability, and effectiveness.
- Provide detailed recommendations for changes to the content and structure of contractual terms and conditions to support and facilitate increased consistency and standardization in an electronic environment and to align with commercial best practices. The Contractor must make recommendations in terms of:
 - Which contractual terms and conditions should be standardized and those that should be negotiated or unique to a contract-type or commodity.
 - Proposed specific changes to the language of contracts and contractual terms and conditions as well as the introduction of new clauses, as required.

To fulfill Sub-element #5 the Contractor is required to provide:

- A data file in EXCEL format or other agreed upon format that allows the Project Authority to conduct further research and analysis of the results of the contract variability analysis. This data file shall contain all the results of the analysis performed by the Contractor as well as a clear definition of each variable.

Element 3: Benchmarking Analysis

This element of the core work is focused on obtaining an understanding of how other organizations (both domestic and international) that are comparable to Canada have modernized their contracts and contractual terms and conditions, including contract templates and related contract formation processes and practices; the language and structure of contracts; and the structure of electronic clause repositories.

The Contractor will be required to conduct a comparative analysis using no less than three public sector organizations of comparable size and structure to Canada as well as two leading private sector organizations. The Contractor will be required to benchmark these jurisdictions/organizations against Canada's current contracting practices to identify areas for improvement for Canada to conduct more efficient contracting that leverages the benefits of technology.

While considering the results of the contract variability analysis, the Contractor will be required to focus the Benchmarking Analysis on comparing Canada's approach to contracts and contract formation to those developed in other jurisdictions to conduct more effective contracting, including but not limited to, contract design, contract content, standard operating procedures (including business rules) and supplier experience.

Sub-element #6: Interim Benchmarking Report. The Contractor will provide the Project Authority with the Interim Benchmarking Report for review, comment and approval.

Sub-element #7: Final Benchmarking Report. The Contractor will submit the Final Benchmarking Report for review, comment and final approval by the Project Authority.

To fulfill Sub-element #6 and Sub-element #7 the Contractor will be required to:

- Provide a detailed profile of each organization selected and how it compares to Canada including the legislative and legal frameworks that underpin procurement within those organizations.
- Conduct a comparative analysis of Canada's contracts and related practices against selected organizations in terms of:
 - How (e.g., by commodity, organizational structure, dollar value, complexity) and to what extent selected organizations have standardized their contracts and contracting processes.
 - Contract content and structure with a particular focus on the visual elements of contracts (e.g., contract length, white space, font) and overall contract readability and simplicity.
 - How organizations have developed their contracting policies and practices to respond to different types of business lines and suppliers and to increase its flexibility and ease of doing business with suppliers.
 - What measures/processes organizations have put in place to effectively communicate contracting policies, business rules and guidelines to assist procurement professionals in developing effective contracts.
 - How selected organizations have structured themselves to implement electronic procurement systems, including how contract clauses are maintained, updated and managed (e.g., electronic clause libraries) and what changes were made to the structure of the organization, contracts, and the contract formation process.

To carry out this element, the Contractor will be required to conduct interviews in the form of meetings, in person or via WebEx, with the selected organizations as well as officials within the Government of Canada. Interviews will also need to be conducted with industry stakeholders to understand the supplier experience. The Project Authority will work with the Contractor to identify interviewees within the Government of Canada, stakeholders and selected organizations, where possible.

Sub-element #7 final report must include:

- All elements identified above as well as an analysis of the advantages and disadvantages of the various contracting practices in each jurisdiction.
- A review of best practices and lessons learned in other organizations covered in the benchmarking analysis; and
- Recommendations for how Canada could simplify, streamline and make more effective contracts, contractual terms and conditions and related processes and practices as well as to support and facilitate the implementation of an Electronic Procurement Solution. The proposed recommendations must be accompanied by clear definitions and justification/rationale for change.

Element 4: Simplified Contract Model, Recommended Clause Library, Final Integrated Report and Presentation

Sub-element #8: Simplified Contract Model

To fulfill Sub-element #8 the Contractor will be required to:

- Develop a simplified contract model(s) for common, low-value transactional type contracts. The results of the analysis, however, may warrant the development of other simplified contract models. This will be discussed and determined with the Project Authority upon receipt of analysis findings.

Sub-element #9: Recommended Clause Library

To fulfill Sub-element #9 the Contractor will be required to:

- Provide a recommended Clause Library which will include recommended language and structure for clauses which should be standard across all contracts; those which should be negotiated for specific purposes (by commodity or type of agreement); and, recommended templates. The recommended Clause Library should also take into account readability and simplicity.
- Provide recommendations for how contract clauses should be grouped/structured in an Electronic Procurement Solution.
- The format for which Sub-element #9 will be provided to the Project Authority will be determined based on discussion with the Contractor.

Sub-element #10: Draft Integrated Report

Sub-element #11: Final Integrated Report

To fulfill Sub-element #10 and Sub-element #11 the Contractor will be required to:

- Prepare a Final Integrated Report that combines and considers all the work of the Project into a single coherent and consolidated report. This report must be written in a way that ensures that it can be easily shared with and understood by a wide variety of stakeholders and include, but is not limited, to the following:
 - Executive summary
 - Introduction
 - Description of the project and objectives
 - Summary of project plan and timelines
 - Description of methodology and limitations
 - Findings, conclusions and recommendations
 - Lessons learned
 - Appendices
 - List of persons interviewed
 - List of documents reviewed
 - Footnotes
 - List of sources

Sub-element #12: Presentation of Project Results

To fulfill Sub-element #12 the Contractor will be required to:

- Develop a Microsoft PowerPoint Presentation which outlines the Project's key findings and recommendations and present it to senior management.

5.0 OTHER REQUIREMENTS

The Contractor will be required to communicate with the Project Authority on a weekly basis to provide status updates. These update meetings can take the form of in-person meetings, conference calls, or in writing as determined by the Project Authority.

The Project Authority will provide relevant documentation and information where necessary and possible (e.g., SACC Manual, Supply Manual, contracting templates). In addition, the Project Authority will also provide names for interviews, where possible.

All reports and documents that are produced and submitted to the Project Authority for approval and deliverable completion must be in English and in font Arial 12. Any electronic files that cannot be read or require major formatting changes when opened are not acceptable and may be returned to the Contractor for correction. This may result in a deliverable being considered incomplete until the corrections by the Contractor are made.

The Contractor must have the capacity to conduct interviews in both official languages, French and English.

The contract sample provided to the Contractor for the Contract Variability Analysis is the property of Canada, and the Contractor has no right in or to that information. Upon the completion or termination of the Contract, or at such earlier time as Canada may request, the Contractor must destroy the contract sample in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Contract. The Contractor will have no right to retain any contract sample information in any form and must ensure that no record of the contract sample remains in the Contractor's possession.

6.0 WORK ON "AS AND WHEN REQUIRED BASIS":

Work may be required on an "as and when required basis" to complete Canada's objectives. Such work will be carry-out through predetermined conditions including an administrative process involving Task Authorizations (TA).

7.0 WORK SITE

The work will be conducted at the Contractor's facility. PSPC will not provide office space nor government furnished equipment.

8.0 SUPPORTING DOCUMENTS

[Supply Manual](#)
[Standard Acquisition Clauses and Conditions \(SACC\) Manual](#)
[Electronic Procurement Solution – Request for Proposal](#)
[Department of Public Works and Government Services Act](#)
[Government of Canada Contracting Policy](#)

ANNEX B, BASIS OF PAYMENT

A- Contract Period (From Contract Award to one year later)

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

1.0 Firm Lot Prices for Core Work

The Contractor will be paid all inclusive firm prices as follows:

Milestone No.	Sub-elements	Firm Amount (in CDN\$)	Schedule of Milestone
Milestone 1	Sub-elements #1 to #5		As per proposed Work Plan
Milestone 2	Sub-elements #6 and #7		As per proposed Work Plan
Milestone 3	Sub-elements #8 to #12		As per proposed Work Plan

Total Firm Lot Prices for Core Work: \$_____

2.0 Authorized TA

The Contractor will be paid all inclusive firm prices as follows:

For the work on "as and when required basis":

	Labour Category and Level	All-Inclusive Firm Per Diem* Rate (in CDN\$)
	Initial Contract Period	
1a	Project Manager	\$
1b	Subject Matter Expert	\$
1c	(Add Project Team member as required (see M2))	\$
1d	(Add Project Team member as required (see M2))	\$
	Option Year 1	
2a	Project Manager	\$

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2b	Subject Matter Expert	\$
2c	(Add Project Team member as required (see M2))	\$
2d	(Add Project Team member as required (see M2))	\$
	Option Year 2	
3a	Project Manager	\$
3b	Subject Matter Expert	\$
3c	(Add Project Team member as required (see M2))	\$
3d	(Add Project Team member as required (see M2))	\$

*For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive firm per diem rate must be prorated to reflect the actual time worked.

Total Estimated Cost of Authorized TA: \$ _____

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ANNEX C, SECURITY REQUIREMENTS CHECK LIST

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SRCL / LVERS #6



Government of Canada
Gouvernement du Canada

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UNCLASSIFIED

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui
- If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non ☐ Oui
- Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |
- Special comments:
Commentaires spéciaux : _____
- NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non ☐ Oui
- If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non ☐ Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non ☐ Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non ☐ Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non ☐ Oui

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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

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ANNEX D, TASK AUTHORIZATION FORM

Contract Number		EN578-171875/001/ZQ	
Task Authorization (TA) Number		Instructions to the TA Authority: Enter the number	
Contractor's Name and Address			
Instructions to the TA Authority: Enter the name and address here.			
Total Estimated Cost of Task (Applicable Taxes extra) before any revisions:		\$	Instructions to the TA Authority: Enter the amount here.
TA Revisions Previously Authorized			
Instructions to the TA Authority: the information for the previously authorized revisions must be presented in ascending order of assigned revision numbers (the first revision must be identified as No. 1, the second as No. 2, etc.). If no increase or decrease was authorized, enter \$0.00. Add rows, as needed			
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ Instructions to the TA Authority: Enter the amount here, as applicable.		
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ Instructions to the TA Authority: Enter the amount here, as applicable.		
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ Instructions to the TA Authority: Enter the amount here, as applicable.		
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ Instructions to the TA Authority: Enter the amount here, as applicable.		
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ Instructions to the TA Authority: Enter the amount here, as applicable.		
New TA Revision			
Instructions to the TA Authority: the first revision must be identified as No. 1, the second as No. 2, etc. If no increase or decrease is authorized, enter \$0.00.			
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ Instructions to the TA Authority: Enter the amount here, as applicable.		
Total Estimated Cost of Task (Applicable Taxes extra) after this revision:	\$	Instructions to the TA Authority: Enter the amount here, as applicable.	
Contract Security Requirements (as applicable)			

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<p>This task includes security requirements. Check the applicable boxes.</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.</p> <p>Remarks: Enter the remarks, if any, or enter : "N/A".</p>
<p>Required Work</p> <p>Instructions to the TA Authority: The content of sections A, B, C and D below must be in accordance with the Contract. To view the instructions for Section A, click on the hyperlink.</p>
<p>SECTION A – Task Description of the Work Required Instructions for Section A</p>
<p>SECTION B – Applicable Basis of Payment Instructions for Section B</p>
<p>SECTION C - Cost Breakdown of Task Instructions for Section C</p>
<p>SECTION D- Applicable Method of Payment Instructions for Section D</p>
<p>Authorization - Authorization</p>
<p>By signing this TA, the Project Authority or the PWGSC Contracting Authority or both, as applicable, certify (ies) that the content of this TA is in accordance with the Contract.</p> <p>En apposant sa signature sur cette AT, le chargé de projet ou l'autorité contractante de TPSGC ou, s'il y a lieu, les deux atteste(nt) que le contenu de cette AT respecte les conditions du contrat.</p> <p>Name of Project Authority - Nom du chargé de projet _____</p>

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Signature _____	Date _____
Name of PWGSC Contracting Authority - Nom de l'autorité contractante de TPSGC _____	
Signature _____	Date _____
Contractor's Signature - Signature de l'entrepreneur	
Name and title of individual authorized to sign for the Contractor Nom et titre de la personne autorisée à signer au nom de l'entrepreneur _____	
Signature _____	Date _____