



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

K1A0S5

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

Informatics Professional Services Division/Division des
services professionnels en informatique

11 Laurier Street

11, rue Laurier

Place du Portage, Phase III, 4C2

Gatineau

Quebec

K1A0S5

Title - Sujet TBIPS- DACS PROJECT		
Solicitation No. - N° de l'invitation W1786-180003/A		Date 2018-02-26
Client Reference No. - N° de référence du client W1786-180003		
GETS Reference No. - N° de référence de SEAG PW-\$IPS-006-32232		
File No. - N° de dossier 006ips.W1786-180003	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-03-21		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: Aresta, Arden		Buyer Id - Id de l'acheteur 006ips
Telephone No. - N° de téléphone (613) 858-9160 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes		

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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BID SOLICITATION

**FOR A CONTRACT AGAINST A SUPPLY ARRANGEMENT FOR TASK-
BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS):**

THREE G.1 GEOMATICS ANALYSTS, LEVEL 2

ONE G.3 GIS APPLICATIONS ANALYST, LEVEL 2

FOR

THE DEPARTMENT OF NATIONAL DEFENCE (DND)

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List of Annexes to the Resulting Contract:

Annex A Statement of Work

- Appendix A to Annex A – Tasking Assessment Procedure
- Appendix B to Annex A – Task Authorization Form
- Appendix C to Annex A – Resources Assessment Criteria and Response Table
- Appendix D to Annex A – Certification at the TA Stage

Annex B Basis of Payment

Annex C Security Requirements Check List

- Appendix A to Annex C – Security Classification Guide

List of Attachments to Part 3 (Bid Preparation Instructions):

- Attachment 3.1: Bid Submission Form

List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection):

- Attachment 4.1: Evaluation Criteria
- Attachment 4.2: Pricing Table

List of Attachments to Part 5 (Certifications):

- Attachment 5.1: Federal Contractors Program for Employment Equity – Certification

Forms:

- Form 1: Electronic Payment Instruments
- Form 2: Customer Reference Contact Information Form

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BID SOLICITATION

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THREE G.1 GEOMATICS ANALYSTS, LEVEL 2

ONE G.3 GIS APPLICATIONS ANALYST, LEVEL 2

FOR

THE DEPARTMENT OF NATIONAL DEFENCE (DND)

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, if applicable, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work and any other annexes.

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of the Department of National Defence, Mapping and Charting Establishment (the "Client") for informatics professional

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services resources to perform geomatics analysis and GIS applications analysis for new geospatial products being used by the Canadian Armed Forces.

- (b) It is intended to result in the award of a contract for 1 year, plus 3 one-year irrevocable options allowing Canada to extend the term of the contract.
- (c) 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 organizational security screening or security clauses, Bidders should refer to the *Contract Security Program* of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- (d) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA) if it is in force, and the Canadian Free Trade Agreement (CFTA).
- (e) This procurement is subject to the Controlled Goods Program. *The Defence production Act* defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Imports Permits Act (EIPA).
- (f) The Federal Contractors Program (FCP) for employment equity applies to this procurement: refer to Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the form titled "Federal Contractors Program for Employment Equity - Certification".
- (g) This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation for bid submission. Bidders must refer to Part 2 of the bid solicitation entitled Instructions to bidders for further information.
- (h) This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will be treated as a separate procurement, outside the resulting contract.
- (i) Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2, in the Resource Categories and in the National Capital Region (NCR) under the EN578-170432 series of SAs are eligible to compete. The TBIPS SA EN578-170432 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.
- (j) SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-170432 as that joint venture at the time of bid closing in order to submit a bid.
- (k) The Resource Categories described below are required on an as and when requested basis in accordance with the TBIPS SA Annex "A":

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RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
G.1 Geomatics Analyst	Level 2	3
G.3 GIS Applications Analyst	Level 2	1

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 provided in writing, by telephone or in person.

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PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 03 a) of Section 01, Integrity Provisions - Bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:
 - (i) at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.
- (e) Section 05, Submission of bids of Standard Instructions 2003 incorporated by reference above, is amended as follows:
 - (i) subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
 - (ii) subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
 - (iii) subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
 - (iv) subsection 4 of 2003, Standard Instructions – Goods and Services – Competitive Requirements is amended as follows:
 - (A) Delete: 60 days
 - (B) Insert: 180 days
- (f) Subsection 06 of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - (i) Delete: "PWGSC will return bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below."

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- (ii) Insert: "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."
- (g) Subsection 07 of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - (i) Insert: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."
- (h) Subsection 08 of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - (i) Delete: In its entirety
 - (ii) Insert: "Transmission by facsimile or by epost Connect
 - 1. Facsimilie
 - a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
 - b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
 - i. receipt of garbled or incomplete bid;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid; or
 - vii. security of bid data.
 - c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.
 - 2. ePost Connect
 - a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).
 - b. To submit a bid using epost Connect service, the Bidder must either:

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- i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- e. The email address of PWGSC Bid Receiving Unit If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."

2.2 Submission of Bids

- (a) Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and at the PWGSC address indicated on page one of the bid solicitation or through ePost Connect if the Bidder chooses to use this service.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

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- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Former Public Servant

- (a) 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 the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

- (b) **Definitions**

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

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

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

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

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(c) **Former Public Servant in Receipt of a Pension**

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental 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](#).

(d) **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

2.5 Applicable Laws

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

Note to Bidders: 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 Bidder. *Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

2.6 Volumetric Data

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The estimated number of days for each resource category has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the services identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.

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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

(a) Epost Connect Service Bid Submission

- (i) If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.
- (ii) The bid must be gathered per section and separated as follows:
 - Section I: Technical Bid
 - Section II: Financial Bid
 - Section III: Certifications
- (iii) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

If the Bidder is simultaneously providing an epost Connect bid submission and a soft copy bid submission and if there is a discrepancy between the wording of the epost Connect bid submission and the soft copy bid submission, the wording of the epost Connect submission will have priority over the wording of the soft copy and the hard copy bid submission.

(b) Soft Copy Bid Submission

- (i) If the Bidder chooses to submit its bid in soft copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:
 - Section I: Technical Bid (1 soft copy) on CD or USB key.
 - Section II: Financial Bid (1 soft copy) on CD or USB key.
 - Section III: Certifications (1 soft copy) on CD or USB key.
- (ii) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada is not requesting a hard copy of the bid. However, if the Bidder is submitting a hard copy of the bid and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

(c) Submission of Only One Bid:

- (i) A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.

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

(d) Joint Venture Experience:

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

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

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

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

- (iii) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

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

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

That show in total 100 billable days.

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

3.2 Section I: Technical Bid

- (a) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment "3.1" with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (ii) **Security :** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

SECURITY INFORMATION	
Name of individual as it appears on security clearance application form	
Level of security clearance obtained	
Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form file number	

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

- (iii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance with the specific articles of Attachment "4.1", which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the

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requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 4.1, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

- (iv) **Proposed Resources:** The technical bid must include résumés for the resources identified in Attachment 4.1. The same individual must not be proposed for more than one Resource Category. The Technical Bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:
- (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
 - (B) For educational requirements for a particular degree, designation or certificate, PWGSC will only consider educational programs that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
 - (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
 - (D) For work experience, PWGSC will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution.
 - (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, PWGSC will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). PWGSC will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

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- (F) For work experience to be considered by PWGSC, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the qualification requirements, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

(v) **Customer Reference Contact Information:**

- (A) The Bidder must provide customer references. The customer reference must each confirm, if requested by PWGSC, the information required in MC1 of Attachment 4.1 and Form 2- Customer Reference Contact Information Form.
- (B) The form of question to be used to request confirmation from customer references is as follows:

The Bidder must have been awarded at least one (1) Geomatics contract for a Government (Federal, Provincial, Municipal, Crown Corporation) Client.

For the contract identified:

- have a contract value of at least \$1,000,000 (excluding applicable OR Including applicable taxes);
- have been awarded at least two years prior to the original closing date of this solicitation and no later than ten years from the original closing date of this solicitation;
- have a duration of at least two years within the last ten years. (note: duration does not include option periods that have not been exercised); and
- have provided a minimum of four (4) resources working simultaneously for a period of at least twelve (12) consecutive months.

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

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

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

- (C) For each customer reference, the Bidder must, at a minimum, provide the name and e-mail address for a contact person.

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

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3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in the Pricing Schedule provided in Attachment 4.2. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive per diem rate quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **Variation in Resource Rates By Time Period:** For any given resource category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
 - (i) the rate bid must not increase by more than 5% from one time period to the next, and
 - (ii) the rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- (c) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (d) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- (e) **Electronic Payment of Invoices – Bid:**

If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, complete Form 1 - Electronic Payment Instruments, to identify which ones are accepted.

If Form 1 - Electronic Payment instruments is not completed, then it is assumed that Electronic Payment Instruments will not be accepted for payment of invoices by the Bidder.

Acceptance of Electronic Payment Instruments will not be considered as an item of evaluation.

3.4 Section III: Certifications

It is a requirement that bidders submit the certifications and additional information required under Part 5.

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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. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.1.1 Phased Bid Compliance Process

4.1.1.1 General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN AN EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a

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box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2

Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

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- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.

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- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional

information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

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4.1.1.4 Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.2 Technical Evaluation

(a) **Mandatory Technical Criteria:**

- (i) The Mandatory Technical Criteria can be found in section 1. Mandatory Requirements of Attachment 4.1.

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

- (ii) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- (iii) The mandatory technical criteria are described in Attachment 4.1.

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

- (i) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.
- (ii) The point-rated technical criteria are described in Attachment 4.1.

(c) **Reference Checks:**

- (i) Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.
- (ii) For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders within a 48-hour period using the e-mail address provided in the bid. Canada will not award any points and/or a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's e-mail was sent.
- (iii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an

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alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.

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

4.3 Financial Evaluation

- (a) There are two possible financial evaluation methods for this requirement. The first method will be used if three or more bids are determined responsive (see (b) Financial Evaluation - Method A below). The second method will be used if fewer than three bids are determined responsive (see (c) Financial Evaluation - Method B below).
- (b) **Financial Evaluation - Method A:** The following financial evaluation method will be used if three or more bids are determined responsive:
 - (i) **Calculation of Total Bid Price:** The financial evaluation will be conducted using the pricing tables completed by the Bidders and the Firm Per Diem Median Rate Evaluation Method explained below. A financial calculation will occur for each Bidder by multiplying its firm per diem rates, or Median Rate(s) if applicable, for the Initial Contract Period and the option period(s) with the estimated number of days of work for each period, for all the Resource Categories stated in Attachment 4.2 - Pricing Schedule. The sum of such rates will constitute the Total Bid Price for that Bidder.
 - (ii) **Firm Per Diem Median Rate Evaluation**

In conducting the financial evaluation, with respect to the professional services rates proposed, a firm per diem rate median evaluation method will be used, as follows:

- (A) **Use:** The firm per diem median rate calculation will apply to modify the rate to be assessed in the financial evaluation of a Bidder, where that Bidder submits a firm per diem rate for a resource category that is lower than the Lower Band Limit as calculated below. The firm per diem median rate calculation is for evaluation purposes only, and the actual submitted per diem rate will be used in any resulting contract in all instances.
- (B) **Calculation for both the Initial Contract Period and the Option Period medians:** Using the per diem rate proposed for each individual Resource Category a Median Rate will be determined for each Resource Category for the Initial Contract Period, and for each of the option period(s). For each Resource Category, the Median Rate will be calculated using the median function in Microsoft Excel. A Lower Band Limit will be calculated for each Resource Category and will represent a range that encompasses the Median Rate to a value of minus

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(-) 20% of the Median Rate. If a Bidder bids a firm per diem rate for a Resource Category that is lower than the Lower Band Limit, that Bidder's financial evaluation will be conducted using a per diem rate equal to the Median Rate for that Resource Category.

For example, if the Median Rate is determined to be \$500 for a Resource Category, the Lower Band Limit would be minus (-) 20% of \$500, or \$400. If a Bidder proposes a firm per diem rate that is lower than \$400, the Median Rate of \$500 will be used in the Bidder's financial evaluation for that Resource Category.

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

(i) **Calculation of Total Bid Price:** The financial evaluation will be conducted using the pricing tables completed by the Bidders. A financial calculation will occur for each Bidder by multiplying its firm per diem rates for the Initial Contract Period and the option period(s) with the estimated number of days of work for each period, for all the Resource Categories stated in Attachment 4.2 - Pricing Schedule. The sum of such rates will constitute the Total Bid Price for that Bidder.

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

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

- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided for at least three months within the eighteen months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), evidence from the Bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation; and
- (iii) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with

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confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

(e) **Formulae in Pricing Tables**

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a Bidder.

4.4 Basis of Selection

Selection Process: The following selection process will be conducted

- (a) A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria and obtain the required pass marks for the point rated criteria identified in this bid solicitation to be declared responsive.
- (b) The responsive bid that obtains the highest Total Bidder Score will be recommended for award of a contract. For any given Bidder, the greatest possible Total Technical Score is 60 while the greatest possible Total Financial Score is 40.

- (i) **Calculation of Total Technical Score:** The Total Technical Score will be computed for each responsive bid by converting the Technical Score obtained for the point-rated technical criteria using the following formula, rounded to two decimal places:

$$\frac{\text{Technical Score}}{\text{Maximum Technical Points}} \times 60 = \text{Total Technical Score}$$

(Please refer to the maximum technical points in Attachment 4.1).

- (ii) **Calculation of Total Financial Score:** The Total Financial Score will be computed for each responsive bid by converting the Financial Score obtained for the financial evaluation using the following formula rounded to two decimal places:

$$\frac{\text{Lowest Financial Evaluated Price}}{\text{The Bidder's Financial Evaluated Price}} \times 40 = \text{Total Financial Score}$$

- (iii) **Calculation of the Total Bidder Score:** The Total Bidder Score will be computed for each responsive bid in accordance with the following formula:

$$\text{Total Technical Score} + \text{Total Financial Score} = \text{Total Bidder Score}$$

- (c) In the event of identical Total Bidder Scores occurring, then the bid with the highest Total Technical Score will become the top-ranked bidder.
- (d) One contract may be awarded in total as a result of this bid solicitation.
- (e) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

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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 Precedent to Contract Award and Additional Information

(a) Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website. (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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

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

The Bidder must provide the Contracting Authority with a completed Attachment 5.1 titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2 Additional Certifications Precedent to Contract Award

(a) Professional Services Resources

- (i) By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- (ii) By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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

(b) Submission of Only One Bid

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

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PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- (a) Before award of a contract, the following conditions must be met:
 - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses; and
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- (d) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

6.2 Financial Capability

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

6.3 Controlled Goods Requirement

- (a) SACC Manual clause A9130T (2017-11-27) Controlled Goods Program.
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the requirements of the Controlled Goods Program.

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PART 7 - RESULTING CONTRACT CLAUSES

Note to Bidders: Any resulting contract would only list the applicable Workstream above that are awarded to the successful bidder in accordance with the evaluation methodology set out in this bid solicitation. If a bidder is selected for award of more than one Workstream, Canada reserves the right to award one contract for all the Workstreams awarded to that bidder.

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

7.1 Requirement

- (a) **TO BE INSERTED UPON CONTRACT AWARD** (the "Contractor") agrees to supply to the Client the services described in the Contract, including the Statement of Work in accordance with, and at the prices set out in, the Contract. This includes providing professional services as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** Under the Contract, the "Client" is the Department of National Defence (DND) – Mapping and Charting Establishment (MCE).
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

7.2 Task Authorization

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

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- (i) The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix B to Annex A.
- (ii) The draft Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The draft TA will also include the applicable basis and method of payment as specified in the Contract.
- (iii) A draft Task Authorization must also contain the following information, if applicable:
 - (A) the contract number;
 - (B) the task number;
 - (C) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - (D) the categories of resources and the number required;
 - (E) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - (F) the start and completion dates;
 - (G) milestone dates for deliverables and payments (if applicable);
 - (H) the number of person-days of effort required;
 - (I) whether the work requires on-site activities and the location;
 - (J) the language profile of the resources required;
 - (K) the level of security clearance required of resources;
 - (L) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - (M) any other constraints that might affect the completion of the task.
- (d) **Contractor's Response to Draft Task Authorization:** The Contractor must provide to the Technical Authority, within 2 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- (e) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**
 To be validly issued, a TA must include the following signature(s):
 - (i) To be validly issued, a TA must be signed by the Contracting Authority.

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- (ii) Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority.

(f) Periodic Usage Reports:

- (i) The Contractor must compile and maintain records on its provision of services to the federal government under the Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.

- (ii) The quarterly periods are defined as follows:

- (A) 1st quarter: April 1 to June 30;
- (B) 2nd quarter: July 1 to September 30;
- (C) 3rd quarter: October 1 to December 31; and
- (D) 4th quarter: January 1 to March 31.

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

- (iii) Each report must contain the following information for each validly issued TA (as revised):

- (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- (B) a title or a brief description of each authorized task;
- (C) the name, Resource Category and level of each resource involved in performing the TA, as applicable;
- (D) the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
- (E) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- (F) the start and completion date for each authorized task; and
- (G) the active status of each authorized task as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

- (iv) Each report must also contain the following cumulative information for all the validly issued TAs (as revised):

- (A) the amount, exclusive of Applicable Taxes, specified in the Contract (as last revised, as applicable) as Canada's total liability to the Contractor for all authorized TAs; and

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(B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued tasks.

- (g) **Consolidation of TA's for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TA's for administrative purposes.

7.3 Minimum Work Guarantee

- (a) In this clause,
- (i) **"Maximum Contract Value"** means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
 - (ii) **"Minimum Contract Value"** means \$20,000.00 (excluding Applicable Taxes).
- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
- (i) for default;
 - (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - (iii) for convenience within ten business days of Contract award.

7.4 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](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.

(a) **General Conditions:**

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

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

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

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

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

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

apply to and form part of the Contract.

7.5 Security Requirement

The following security requirements (SRCL #5 and related clauses provided by the Contract Security Program) as set out under Annex "B" to the Supply Arrangement, applies to and forms part of the Contract.

- (a) The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- (b) This contract includes access to Controlled Goods. Prior to access, the contractor must be registered in the Controlled Goods Program of PWGSC.
- (c) The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.
- (d) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- (e) The Contractor/Offeror must comply with the provisions of the:
 - (i) Security Requirements Check List and security guide (if applicable), attached at Appendix A to Annex C;
 - (ii) *Industrial Security Manual* (Latest Edition).

7.6 Contract Period

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- (a) Contract Period: The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - (i) The "Initial Contract Period", which begins on the date the Contract is awarded and ends 1 year later; and
 - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
 - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - (ii) Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.7 Authorities

- (a) Contracting Authority

The Contracting Authority for the Contract is:

Arden Aresta
Supply Officer
Public Services and Procurement Canada Acquisitions Branch
Space, Innovation, and Informatics Projects Directorate
10 Wellington Street, Terrasses de la Chaudière, 4th Floor, Gatineau, Québec K1A 0S5
Telephone: (613) 858-9160
Facsimile: (819) 956-2675
E-mail address: arden.aresta@tpsgc-pwgsc.gc.ca

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

- (b) Technical Authority

The Technical Authority for the Contract is:

TO BE INSERTED UPON CONTRACT AWARD

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

- (c) Contractor's Representative

TO BE INSERTED UPON CONTRACT AWARD

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7.8 Proactive Disclosure of Contracts with Former Public Servants

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

7.9 Payment

(a) Basis of Payment

- (i) **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (ii) **Travel and Living Expenses – National Joint Council Travel Directive:** The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal and private vehicle provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to “travellers”, rather than those referring to “employees”. All travel must have the prior authorization of the Technical Authority. Travel requests will only be considered for a work location which is located more than 100 kilometers from the National Capital Region. The Contractor will be paid for actual time spent travelling at half the hourly rate. The hourly rate will be determined by dividing the firm per diem rate set out in Annex B by 7.5 hours. All payments are subject to government audit.
- (iii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (iv) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the General Conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

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

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- (i) Canada's total liability to the Contractor under the Contract for all validly issued Task Authorizations (TAs), inclusive of any revisions, must not exceed amount set out on page 1 of the Contract. Customs duties are included and Applicable Taxes are included.
- (ii) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- (iii) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (A) when it is 75 percent committed, or
 - (B) 4 months before the Contract expiry date, or
 - (C) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,
 whichever comes first.
- (iv) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.
- (c) **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization validly issued under the Contract that contains a maximum price:
 - (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
 - (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.
- (d) **Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

 - (a) Visa Acquisition Card;
 - (b) MasterCard Acquisition Card;
 - (c) Direct Deposit (Domestic and International);
 - (d) Electronic Data Interchange (EDI);
 - (e) Wire Transfer (International Only);
 - (f) Large Value Transfer System (LVTS) (Over \$25M)

Note to Bidders: *If applicable the Electronic Payment Instrument indicated by the Bidder in Form 1 will be included in any resulting contract.*

(e) **Time Verification**

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

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(f) **Payment Credits**

(i) **Failure to Provide Resource:**

- (A) If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
- (B) **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- (C) **Termination for Failure to Meet Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three months' written notice of its intent, if any of the following apply:
 - (1) the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
 - (2) the corrective measures required of the Contractor described above are not met.

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

- (ii) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- (iii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (iv) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (v) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (vi) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus

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interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

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

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

7.10 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- (c) By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide the original of each invoice to the address indicated on page 1 of the Contract, and an electronic copy to the Contracting Authority.

7.11 Certifications and Additional Information

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 a default of the Contractor's obligations under the Contract. Certifications are subject to verification by Canada during the entire period of the Contract.

7.12 Federal Contractors Program for Employment Equity - Default by Contractor

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

7.13 Applicable Laws

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

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7.14 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
 - (i) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) general conditions 2035 (2016-04-04); Higher Complexity - Services;
- (d) Annex A Statement of Work - including its Appendices as follow;
 - (i) Appendix A to Annex A - Tasking Assessment Procedure;
 - (ii) Appendix B to Annex A - Task Authorization Form (DND 626);
 - (iii) Appendix C to Annex A - Resource Assessment Criteria and Response Table;
 - (iv) Appendix D to Annex A - Certifications at the TA stage;
- (e) Annex B Basis of Payment;
- (f) Annex C, Security Requirements Check List;
 - (i) Appendix A to Annex C – Security Classification Guide;
- (g) validly issued Task Authorizations and any required certifications (including all of their annexes, if any) ; and
- (h) the Contractor's bid dated **TO BE INSERTED UPON AWARD**, as clarified on "or" as amended on **TO BE INSERTED UPON AWARD**.

7.15 Defence Contract

- (a) SACC Manual clause A9006C (2012-07-16) Defence Contract

7.16 Foreign Nationals (Canadian Contractor)

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

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

7.17 Foreign Nationals (Foreign Contractor)

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

7.18 Controlled Goods Program

- (a) SACC Manual clause A9131C (2014-11-27) Controlled Goods Program

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- (b) SACC Manual clause B4060C (2011-05-16) Controlled Goods

7.19 Insurance Requirements

(a) Compliance with Insurance Requirements

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

(b) Commercial General Liability Insurance

- (i) The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- (ii) The Commercial General Liability policy must include the following:
 - (A) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (B) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (C) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (D) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (E) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided.

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Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- (F) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (G) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (H) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
- (I) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (J) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (K) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (L) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (M) Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

(c) Errors and Omissions Liability Insurance

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

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

7.20 Limitation of Liability - Information Management/Information Technology

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

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extent described in this Article, even if it has been made aware of the potential for those damages.

(b) First Party Liability:

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

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

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

(c) Third Party Claims:

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

7.21 Joint Venture Contractor

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

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

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

7.22 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- (b) If the Contractor fails to deliver any deliverable (excluding delivery of an individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- (c) In General Conditions 2035, Section 08 titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

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

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replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this sub-article (c).

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

- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that an original or replacement resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.23 Safeguarding Electronic Media

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

7.24 Reporting Requirements

The Contractor must provide the following reports as detailed in the Annex A – Statement of Work.

7.25 Representations and Warranties

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

7.26 Access to Canada's Property and Facilities

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

7.27 Implementation of Professional Services

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

7.28 Identification Protocol Responsibilities

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

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

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ANNEX A STATEMENT OF WORK

1.0 SCOPE

1.1 Purpose

Mapping and Charting Establishment (MCE) is the Department of National Defence (DND) and the Canadian Armed Forces (CAF) Centre of excellence for geospatial support and services. MCE undertakes several internal and external engineering projects each year. Most, if not all, projects require geospatial expertise and knowledge. MCE requires three (3) Geomatics Analysts and one (1) GIS Applications Analyst with sound knowledge of industry leading Commercial Off-The-Shelf (COTS) GIS software, industry geospatial data and understanding of metadata standards is essential.

1.2 Background

MCE has developed new geospatial products for use by Royal Canadian Air Force (RCAF) mission planning systems and aircraft. In order to gain Operational Approval (OA) for these products, robust processes and procedures must be established. Furthermore, it is essential that these processes are validated and tested in a strict quality management framework to ensure all products are safe for operational airworthiness in order to preserve life.

MCE has a need to further develop, refine and produce Geospatial Raster and Vector products for specific RCAF weapon systems. MCE has a need to design, test, validate and document the geospatial data processing, quality control and quality assurance procedures associated with this project. MCE has a need to compile and maintain full, accurate and descriptive technical documentation that will describe all aspects of the processes, procedures and architecture.

1.3 Terminology

CAF	Canadian Armed Forces
COTS	Commercial Off-The-Shelf software such as Safe FME software.
DND	Department of National Defence
EO	Earth Observations
GIS	Geographical Information Services
MCE	Mapping and Charting Establishment located at 615 Booth Street, Ottawa.
OA	Operational Approval
RCAF	Royal Canadian Air Force
TA	The <u>Technical Authority</u> 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.

2.0 APPLICABLE DOCUMENTS

2.1 As a minimum, the following documents of the latest issue and revision form a part of this SOW to the extent specified herein or in any tasking issued pursuant to the resultant Contract. In the

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event of conflict between these documents and the contents of the SOW, the contents of the latter will apply:

- a. CH146 CFTO series;
- b. DND airworthiness policy documents;
- c. AEPM AF9000+ procedures and documentation;
- d. C-05-005-001/AG-001, Technical Airworthiness Manual;
- e. C-05-005-PXX/AM-001, Aircraft Weapon Systems Maintenance Policy and Procedures;
- f. Material Group Information System Security policy; and
- g. High level mandatory requirement for each weapon system.

2.2 Applicable documents listed in this section are supportive of the SOW only when referenced in Section 4.0 below; otherwise, they are to be considered as supplemental information.

3.0 REQUIREMENTS

3.1 Tasks

3.1.1 Geomatics Analysts: The Geomatics Analysts will use existing geospatial data sources to compile, develop, refine and publish aeronautical geospatial products for use on multiple RCAF mission planning systems and weapon systems. The geospatial products will comply with stringent Quality Management processes in order to meet the requirements laid down in the RCAF OA process.

3.1.1.1 Responsibilities include but are not limited to:

- a. Evaluates existing procedures and methods, identifies and documents database content, structure and application sub-systems, and develops data dictionary;
- b. Defines input/output sources, including a detailed plan for technical design phase, and obtains approval of same;
- c. Designs data structures and files, sub-systems and modules, programs, batch, on line, and production monitoring procedures, testing strategy and systems;
- d. Produces an operational system including all forms, manuals, programs, data files and procedures;
- e. Provides advice on GIS and Remote Sensing technology and its application;
- f. Performs analysis and modeling;
- g. Designs and implements functional prototypes;
- h. Interprets project objectives and creates appropriate data, analysis and output products (maps, reports);
- i. Restructures data from various sources and in diverse formats;
- j. Creates and updates metadata;
- k. Creates, updates and maintains procedures and standards;
- l. Creates, updates, revises and documents data sets;
- m. Designs processes for performing earth observation (EO) image processing;
- n. Analyses and processes EO data; and
- o. Designs and writes GIS and/or Remote Sensing related programs.

3.1.2 GIS Applications Analyst: The GIS Application Analyst will test, validate and document geospatial data QA processes associated with the MCE RCAF DMI Project. Apply best practice Quality Management techniques to ensure that all data, software and processes meet the requirements laid down in the RCAF OA process.

3.1.2.1 Responsibilities include but are not limited to:

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- a. Analyzes functional requirements to identify information, procedures and decision flows;
- b. Evaluates existing procedures and methods, identifies and documents database content, structure and application sub-systems, and develops data dictionary;
- c. Defines and documents interfaces of manual to automated operations within sub-systems, to external systems and between new and existing systems;
- d. Designs data structures and files, sub-systems and modules, programs, batch, on line, and production monitoring procedures, testing strategy and systems;
- e. Produces an operational system including all forms, manuals, programs, data files and procedures;
- f. Performs manual code changes;
- g. Performs screen and report changes;
- h. Gathers and analyzes data for the conduct of studies to establish the technical and economic feasibility of proposed computer systems, and for the development of functional and system design specifications;
- i. Designs methods and procedures for small computer systems and sub-systems of larger systems;
- j. Develops, tests and implements small systems and sub-systems of larger systems;
- k. Produces forms, manuals, programs, data files and procedures;
- l. Provides advice on GIS technology and its application;
- m. Performs analysis and modeling;
- n. Creates, updates, revises and documents GIS data sets;
- o. Interprets project objectives and creates appropriate data, analysis and output products; and
- p. Creates, updates and maintains procedures and standards.

4.0 CONSTRAINTS

- 4.1 There will be a requirement for the Contractor personnel to access information available exclusively at DND's facility located at 615 Booth St, Ottawa, On, and, on occasion, at other DND and Government of Canada buildings situated throughout the National Capital Region (NCR).
- 4.2 All reports developed and/or updated by the Contractor personnel must be for the review, approval and signature (where required) of the TA.
- 4.3 The personnel of the Contractor providing the services must be independent of direct control by servants of Canada and are not in any respect employees or servants of Canada.
- 4.4 During the performance of the Contract, the Contractor or his personnel must not direct any departmental organizations, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action.
- 4.5 All drawings, software codes, reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Contractor personnel in providing services under the Contract, remains the property of Canada and must be used solely in support of this requirement. The Contractor must be required to safe guard the preceding information and materials from unauthorized use and must not release them to any third party, person or agency external to DND without the express written permission of the TA. Such information and material must be returned to the TA upon completion of the work or when requested by the TA. At all times during the provision of the required services, the Contractor personnel are not to have access to any proprietary information including but not limited to financial information (including unit prices or rates) or technical information concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain, (e.g. total value of

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contract(s) awarded). Proprietary information may be provided to Contractor personnel in the performance of the services if the "Non-Disclosure and Confidentiality Agreement" contained in the Request for Proposal is duly executed by the Contractor personnel.

- 4.6 The Contractor must ensure that their personnel do not use Government of Canada or DND designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner lead others to perceive Contractor personnel as being employees of Canada.
- 5.0 DELIVERABLES
- 5.1 The contracted resource must deliver Weekly Status Reports in the form of an e-mail for each assigned task. Upon task completion, a report describing what the task was, how it was completed (technical instructions) and a breakdown of time spent on each activity within the task must be produced. Task completion reports must be delivered in MS Word 2010 electronic format. The task is considered completed only after the TA has signed off on the report.
- 5.2 Deliverables must be in the form of services provided to the TA per this SOW and of the products generated thereof such as, but not limited to, the following:
 - 5.2.1 Services provided to the TA per this SOW and of the products generated thereof;
 - 5.2.2 Technical reports such as, but not limited to, Technical instructions and Standing Operating Procedures;
 - 5.2.3 Engineering and technical analysis, as required; and
 - 5.2.5 Project, engineering and technical briefings, updates, reports, correspondence and project documentation.
- 5.3 Weekly Progress Reports. The Contractor must prepare weekly progress reports of the work performed, tasked by the TA, in a contractor format acceptable to the TA. As a minimum, each weekly progress report must include the following information:
 - a. All significant activities performed by the Contractor personnel during the period covered;
 - b. Status of all action/decision items, as well as a list of outstanding activities;
 - c. A description of any problems encountered which are likely to require attention by the TA;
 - d. Any recommendations relating to the conduct of the work;
 - e. Total number of days charged during the covered period;
 - f. Cumulative number of days charged since task award; and
 - g. Travel costs incurred, including all original applicable receipts.

Weekly reports are not required for any week in which services were not provided.
- 5.4 Unless otherwise specified by the TA, one (1) hard copy and one (1) soft copy of these deliverables must be provided to the TA. Soft copy deliverables must be provided in a Microsoft Office suite format, or as otherwise specified by the TA.
- 5.5 As a minimum Quality Assurance requirement, the Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services or materiel provided conform to the specifications and requirements of this SOW and any tasking issued.

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The schedule of deliverables must be in accordance with the priorities established by the TA.

6.0 DND SUPPORT TO CONTRACTOR

6.1 To aid the Contractor in the provision of the required services, the following information, materials, and assistance will be provided if available and deemed appropriate by the TA:

- a. All available data and documents such as policy documents, directives, instructions, performance data, technical documents, project data and other data deemed necessary by the TA for the provision of services under this SOW;
- b. Consultation with the TA and other departmental specialists as may be arranged by the TA; and
- c. Other information, data and assistance available and requested by the Contractor subject to concurrence by the TA.

6.2 To aid the Contractor in the provision of the required services, Canada may, at its sole discretion, provide special training on an “as and when required basis” to Contractor personnel for DND unique systems and procedures. Canada will not incur per diem charges from the Contractor for time while the Contractor personnel are being trained. Upon completion of the special training provided by Canada to the incumbent Contractor trained personnel, should the trained incumbent personnel leave or need to be replaced during the life of the Contract, the Contractor must pay all expenses to train the replacement personnel.

7.0 CONTRACTOR MANAGEMENT OF THE CONTRACT

7.1 The Contractor must be required to actively participate in the overall management of all activities related to this SOW and will be directly responsible for the effective supervision and coordination of the efforts of its personnel in order to minimize the effort required by DND to manage the requirement.

7.2 The Contractor must maintain an electronic library of work in progress, delivered items and review comments, and must perform version control.

8.0 MEETINGS

8.1 Contractor personnel must make all necessary preparations in order to actively participate in any meeting convened by the TA.

8.2 All meetings must be conducted at facilities to be provided by DND or any third party, unless otherwise requested by the TA.

9.0 WORKING ENVIRONMENT

9.1 All work will be carried out at MCE facilities at 615 Booth Street. Access to workstations with appropriate software and tools will be provided by MCE, including access to the DWAN, in order to post and host all documentation in the RCAF DMI designated electronic folder.

9.2 Core hours at MCE are from 0700 to 1500 hrs with some flexibility. Occasional work from home can be granted on the discretion of the TA. All documentation will be maintained in the RCAF designated electronic folder.

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- 9.3 DND must provide, subject to normal security requirements and only to the specified Contractor personnel, access to identified data bases or applications resident on DND computers or networks for the sole purpose of executing the work associated with this Contract. DND, at its sole discretion, will identify the nature and characteristics of such access.
- 9.4 All of the above provisions must, in all cases, be subject to the availability of suitable DND office facilities in the National Capital Region.
- 9.5 Due to the uncertain future availability of DND office facilities in the National Capital Region, the Contractor must be prepared to provide, at no additional cost to Canada, continuous flow of contracted service from their own offices or place of business, to include adequate work space and office equipment, if, for any reason, suitable DND office facilities become unavailable.
- 9.6 There are short-term and monthly parking available on municipal parking lots. Contractor will not be allotted free time to move his/her vehicle during working hours.
- 10.0 TRAVEL
- 10.1 The resources may on occasion be required to travel outside the NCR. All travel outside the NCR must have prior authorization of the TA.
- 10.2 The resources travelling outside the NCR will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the work, at cost, without any allowance for overhead or profit, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the Treasury Board http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/menu-travel-voyage-eng.asp and with the provisions of the directive referring to travellers/contractor (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/STA-1-eng.asp#Toc65556472), rather than those referring to employees.
- 10.3 Original invoices and receipts for travel must be submitted to the TA for approval. All payments are subject to government audit.
- 10.4 The requirement for any travel and trip report (content and format) must be identified by the TA. All travel will require prior approval of the TA or an authorized representative.
- 10.5 If required by the TA, the Contractor personnel must prepare a trip report and provide it to the TA, for review and approval, no later than five (5) working days after return from the trip

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APPENDIX A TO ANNEX A TASKING ASSESSMENT PROCEDURE

- 1 Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations"., Once a draft TA Form is received the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.

- 2 For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix C of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - a) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications).
 - b) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
 - c) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification diploma or degree, such document, must be current, valid and issued by the entity specified in this Contract or if the entity is not specified the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
 - d) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - e) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - f) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked

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at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

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

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**APPENDIX B TO ANNEX A
TASK AUTHORIZATION FORM**

All invoices/progress claims must show the referenced Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. - No du contrat																
		Task no. - No de la tâche																
Amendment no. - No de la modification	Increase/Decrease - Augmentation/Réduction	Previous value - Valeur précédente																
To - À	TO THE CONTRACTOR You are requested to supply the following services in accordance with the terms of the above referenced Contract. Only services included in the Contract can be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.																	
Delivery location - Expédiez à	À L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seules les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.																	
Delivery/Completion date - Date de livraison/d'achèvement From - De : To - À :	_____ Date for the Department of National Defence pour le ministère de la Défense nationale																	
Contract item no. No d'article du contrat	Services	Cost Prix																
	Applicable Taxes Taxes applicables																	
	Total																	
	TECHNICAL AUTHORITY : <table border="0"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name (type or print)</td> <td>Title (type or print)</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Signature</td> <td>Date</td> </tr> </table> THE CONTRACTOR HEREBY ACCEPTS THE TASK AUTHORIZATION IDENTIFIED ABOVE : <table border="0"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name (type or print)</td> <td>Title (type or print)</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Signature</td> <td>Date</td> </tr> </table>		_____	_____	Name (type or print)	Title (type or print)	_____	_____	Signature	Date	_____	_____	Name (type or print)	Title (type or print)	_____	_____	Signature	Date
_____	_____																	
Name (type or print)	Title (type or print)																	
_____	_____																	
Signature	Date																	
_____	_____																	
Name (type or print)	Title (type or print)																	
_____	_____																	
Signature	Date																	
APPLICABLE ONLY TO PWGSC CONTRACTS: The Contracting Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the Contract. NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat. _____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux DND 626 (01-05)																		

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APPENDIX C TO ANNEX A RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that the assessor can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

1.0 Mandatory Resource Assessment Criteria:

2.0 Point Rated Resource Assessment Criteria:

Note to Bidders: Attachments 4.1 – Bid Evaluation Criteria will be inserted and will form part of the resulting contract.

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APPENDIX D TO ANNEX A CERTIFICATIONS AT THE TA STAGE

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

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

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

Print name of authorized individual & sign above

Date

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

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

Print name of authorized individual & sign above

Date

3. CERTIFICATION OF STATUS OF PERSONNEL

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

Print name of authorized individual & sign above

Date

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4. CERTIFICATION OF LANGUAGE

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

Print name of authorized individual & sign above

Date

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**ANNEX B
BASIS OF PAYMENT**

INITIAL CONTRACT PERIOD:

Initial Contract Period – Year 1		
Resource Category	Level of Expertise	Firm Per Diem Rate
G1. Geomatics Analyst	Level 2	<i>To be inserted upon award</i>
G1. Geomatics Analyst	Level 2	<i>To be inserted upon award</i>
G1. Geomatics Analyst	Level 2	<i>To be inserted upon award</i>
G2. GIS Application Analyst	Level 2	<i>To be inserted upon award</i>

OPTION PERIODS:

Option Period 1 – Year 2		
Resource Category	Level of Expertise	Firm Per Diem Rate
G1. Geomatics Analyst	Level 2	<i>To be inserted upon award</i>
G1. Geomatics Analyst	Level 2	<i>To be inserted upon award</i>
G1. Geomatics Analyst	Level 2	<i>To be inserted upon award</i>
G2. GIS Application Analyst	Level 2	<i>To be inserted upon award</i>

Option Period 2 – Year 3		
Resource Category	Level of Expertise	Firm Per Diem Rate
G1. Geomatics Analyst	Level 2	<i>To be inserted upon award</i>
G1. Geomatics Analyst	Level 2	<i>To be inserted upon award</i>
G1. Geomatics Analyst	Level 2	<i>To be inserted upon award</i>
G2. GIS Application Analyst	Level 2	<i>To be inserted upon award</i>

Option Period 3 – Year 4		
Resource Category	Level of Expertise	Firm Per Diem Rate
G1. Geomatics Analyst	Level 2	<i>To be inserted upon award</i>
G1. Geomatics Analyst	Level 2	<i>To be inserted upon award</i>
G1. Geomatics Analyst	Level 2	<i>To be inserted upon award</i>
G2. GIS Application Analyst	Level 2	<i>To be inserted upon award</i>

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ANNEX C
SECURITY REQUIREMENTS CHECK LIST

Please see attached PS Common SRCL #5.

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APPENDIX A TO ANNEX C SECURITY CLASSIFICATION GUIDE

Task/Position	Security Clearance Required
G.1 – Geomatics Analyst, Level 2	Secret
G.1 – Geomatics Analyst, Level 2	Secret
G.1 – Geomatics Analyst, Level 2	Secret
G.2 – GIS Applications Analyst, Level 2	Secret

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BIDDER FORMS

Attachment 3.1 Bid Submission Form

BID SUBMISSION FORM													
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>													
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30%;">Name:</td><td></td></tr> <tr><td>Title:</td><td></td></tr> <tr><td>Address:</td><td></td></tr> <tr><td>Telephone #:</td><td></td></tr> <tr><td>Fax #:</td><td></td></tr> <tr><td>Email:</td><td></td></tr> </table>	Name:		Title:		Address:		Telephone #:		Fax #:		Email:	
Name:													
Title:													
Address:													
Telephone #:													
Fax #:													
Email:													
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>													
Jurisdiction of Contract: Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)													
Check Bidders Forms for the safeguarding Bidder's Proposed Site(s) or Premises Requiring Safeguard Measures if required.													
Former Public Servants See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes _____ No _____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "												

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BID SUBMISSION FORM	
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "</p>
<p>Security Clearance Level of Bidder</p> <p>[include both the level and the date it was granted]</p> <p>[Note to Bidders: <i>Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.</i>]</p>	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 	
Signature of Authorized Representative of Bidder	_____

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ATTACHMENT 4.1

BID EVALUATION CRITERIA

1. MANDATORY REQUIREMENTS

1.0 Corporate Criteria

#	Mandatory Requirements	Bidder Substantiation	Reference to Additional Substantiating Materials and Proof of Certification Included in the Bid
MC1.	<p>The Bidder must have been awarded at least one (1) Geomatics contract for a Government (Federal, Provincial, Municipal, Crown Corporation) Client.</p> <p>The single contract identified must:</p> <ul style="list-style-type: none"> a. have a contract value of at least \$1,000,000 (excluding applicable OR Including applicable taxes); b. have been awarded at least two years prior to the original closing date of this solicitation and no later than ten years from the closing date of this solicitation; c. have a duration of at least two years within the last ten years. (note: duration does not include option periods that have not been exercised); and d. Have provided a minimum of four (4) resources working simultaneously for a period of at least twelve (12) consecutive months. <p>NOTE: The requirement for a minimum of eight (8) resources working simultaneously for a period of twelve (12) consecutive months means that over this twelve (12) month period there must have been at least eight (8) resources working concurrently as described in the paragraph MC1 (d) of the Corporate Mandatory Criteria under the same contract. The Bidder must demonstrate that at least eight (8) resources were provided every month for the entire twelve (12) months period. There must not have been a break in service from any of the resources from one month to the next for the entire twelve (12) months. For example, if the Bidder was able to provide 15 resources throughout months 1 to 3 and 6 to 12, but could</p>		

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only provide 4 resources during months 4 to 5, then they would be considered non-compliant due to the inability to meet the requirements of Corporate Mandatory Criteria MC1 (d) as the Bidder did not provide the minimum number of resources for the entire twelve (12) months period.

To demonstrate this experience the Bidder must submit:

Customer reference for a Geomatics contract (one reference minimum) managed within the last ten (10) years.

The reference must include:

- the name of the organization,
- the contract number,
- a short description of the services provided,
- the name, and either the telephone number or e-mail address of the organization's contact responsible for the contract,
- as well as the award date, expiry date,
- dollar value of each contract and the number of resources provided.

It is the Bidder's responsibility to ensure that any information divulged is with the permission of the reference provided.

Note: The Bidder must have been the prime contractor, rather than a subcontractor. This means that the Bidder contracted directly with the customer of the work. If the Bidder's contract was to perform work which another entity had itself first contracted to perform, the Bidder will not be considered the prime contractor. For example, Z (customer) contracted with Y for services. Y, in turn, entered into a contract with X to provide all or part of these services to Z. In this example, Y is a prime contractor and X is a subcontractor.

Note: the phrase "...within the last ten years" means within ten years from the closing date of this solicitation.

Bidders are reminded that a Supply Arrangement or Standing Offer is not a contract and therefore any reference to this type of document will not be accepted for the purpose of evaluating contract experience. For example if the Bidder references it's TBIPS SA number such as EN578-

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	055605/XXX/EL for the purpose of demonstrating experience under the evaluation criteria, Canada will disregard this experience because it does not relate to a specific contract.		
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1.1 G.1 Geomatics Analyst – Level 2

#	Mandatory Requirements	Bidder Substantiation	Reference to Additional Substantiating Materials and Proof of Certification Included in the Bid
M1.	<p>The Bidder's proposed resource must have at a minimum a Bachelor degree in Geography/Geology or Geospatial Information Systems.</p> <p><i>Proof of degree, diploma/certificate must be submitted with the bid.</i></p>		
M2.	<p>The Bidder's proposed resource must demonstrate a minimum of five (5) years of Geomatics experience.</p>		
M3.	<p>The Bidder's proposed resource must demonstrate a minimum of one (1) year of experience within the last three (3) years using ESRI GIS Desktop Software.</p>		
M4.	<p>The Bidder's proposed resource must demonstrate a minimum of one (1) year of experience within the last three (3) years</p>		

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	using Envia Map Link Pro software and SAFE FME Software.		
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1.2 G.1 Geomatics Analyst– Level 2

#	Mandatory Requirements	Bidder Substantiation	Reference to Additional Substantiating Materials and Proof of Certification Included in the Bid
M5.	<p>The Bidder's proposed resource must have at a minimum a Bachelor degree in Geography/Geology or Geospatial Information Systems.</p> <p><i>Proof of degree, diploma/certificate must be submitted with the bid.</i></p>		
M6.	<p>The Bidder's proposed resource must demonstrate a minimum of five (5) years of Geomatics experience.</p>		
M7.	<p>The Bidder's proposed resource must demonstrate a minimum of one (1) year of experience within the last three (3) years using ESRI GIS Desktop Software.</p>		
M8.	<p>The Bidder's proposed resource must demonstrate a minimum of one (1) year of experience within the last three (3) years using Envia Map Link Pro software and SAFE FME Software.</p>		

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1.3 G.1 Geomatics Analyst– Level 2

#	Mandatory Requirements	Bidder Substantiation	Reference to Additional Substantiating Materials and Proof of Certification Included in the Bid
M9.	<p>The Bidder's proposed resource must have at a minimum a Bachelor degree in Geography/Geology or Geospatial Information Systems.</p> <p><i>Proof of degree, diploma/certificate must be submitted with the bid.</i></p>		
M10.	<p>The Bidder's proposed resource must have a minimum of five (5) years' experience in Geomatics</p>		
M11.	<p>The Bidder's proposed resource must have a minimum of one (1) year of experience within the last three (3) years using ESRI GIS Desktop Software.</p>		
M12.	<p>The Bidder's proposed resource must have a minimum of one (1) year of experience within the last three (3) years using Envitia Map Link Pro software and SAFE FME Software.</p>		

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1.4 G.2 GIS Applications Analyst– Level 2

#	Mandatory Requirements	Bidder Substantiation	Reference to Additional Substantiating Materials and Proof of Certification Included in the Bid
M13.	<p>The Bidder's proposed resource must have at a minimum a Bachelor degree in Geographic Information Processing.</p> <p><i>Proof of degree, diploma/certificate must be submitted with the bid.</i></p>		
M14.	<p>The Bidder's proposed resource must have a minimum of five (5) years' experience in Geomatics.</p>		
M15.	<p>The Bidder's proposed resource must have a minimum of one (1) year of experience in Geospatial Data Quality Control Management.</p>		

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2. RATED REQUIREMENTS

Each Technical Proposal that meets all the Mandatory Requirements specified above will be evaluated and scored in accordance with the following point-rated evaluation criteria.

2.1 G.1 Geomatics Analyst– Level 2

Rated Criteria	Point Rating	Maximum Score	Bidder Response
R1. Demonstrated experience in Geomatics beyond the mandatory criteria of five (5) years.	Additional 1 to 3 years = 1 point Additional 3+ to 5 years = 2 points Additional 5+ to 8 years = 3 points Additional 8+ to 10 years = 4 points Additional 10+ years = 5 points	5 points	
R2. Demonstrated experience in ESRI GIS Desktop software beyond the mandatory criteria of one (1) year.	Additional 1 to 3 years = 1 point Additional 3+ to 5 years = 2 points Additional 5+ to 8 years = 3 points Additional 8+ to 10 years = 4 points Additional 10+ years = 5 points	5 points	
R3. Demonstrated experience in Envitia Map Link Pro software and SAFE FME Software beyond the mandatory criteria of one (1) year.	Additional 1 to 3 years = 1 point Additional 3+ to 5 years = 2 points Additional 5+ to 8 years = 3 points Additional 8+ to 10 years = 4 points Additional 10+ years = 5 points	5 points	

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R4. Demonstrated experience in interpreting project objectives and creating appropriate data, analysis and output products (maps, reports).	1 to 3 years of experience = 1 point 3+ to 5 years of experience = 2 points 5+ to 8 years of experience = 3 points 8+ to 10 years of experience = 4 points 10+ years of experience = 5 points	5 points	
R5. Demonstrated experience in developing and documenting detailed statements of requirement.	1 to 3 years of experience = 1 point 3+ to 5 years of experience = 2 points 5+ to 8 years of experience = 3 points 8+ to 10 years of experience = 4 points 10+ years of experience = 5 points	5 points	
R6. Demonstrated experience in providing advice on GIS and Remote Sensing technology and its application.	1 to 3 years of experience = 1 point 3+ to 5 years of experience = 2 points 5+ to 8 years of experience = 3 points 8+ to 10 years of experience = 4 points 10+ years of experience = 5 points	5 points	

Maximum Points Available:	30
Minimum Score Required:	21
Bidders Score:	

2.2 G.1 Geomatics Analyst– Level 2

Rated Criteria	Point Rating	Maximum Score	Bidder Response
R1. Demonstrated experience in Geomatics beyond the mandatory criteria of five (5) years.	Additional 1 to 3 years = 1 point Additional 3+ to 5 years = 2 points	5 points	

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	Additional 5+ to 8 years = 3 points Additional 8+ to 10 years = 4 points Additional 10+ years = 5 points				
R2. Demonstrated experience in ESRI GIS Desktop software beyond the mandatory criteria of one (1) year.	Additional 1 to 3 years = 1 point Additional 3+ to 5 years = 2 points Additional 5+ to 8 years = 3 points Additional 8+ to 10 years = 4 points Additional 10+ years = 5 points	5 points			
R3. Demonstrated experience in Envitia Map Link Pro software and SAFE FME Software beyond the mandatory criteria of one (1) year.	Additional 1 to 3 years = 1 point Additional 3+ to 5 years = 2 points Additional 5+ to 8 years = 3 points Additional 8+ to 10 years = 4 points Additional 10+ years = 5 points	5 points			
R4. Demonstrated experience in interpreting project objectives and creating appropriate data, analysis and output products (maps, reports).	1 to 3 years of experience = 1 point 3+ to 5 years of experience = 2 points 5+ to 8 years of experience = 3 points 8+ to 10 years of experience = 4 points 10+ years of experience = 5 points	5 points			
R5. Demonstrated experience in developing and documenting detailed statements of requirement.	1 to 3 years of experience = 1 point 3+ to 5 years of experience = 2 points 5+ to 8 years of experience = 3 points 8+ to 10 years of experience = 4 points	5 points			

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	10+ years of experience = 5 points		
R6. Demonstrated experience in providing advice on GIS and Remote Sensing technology and its application.	1 to 3 years of experience = 1 point 3+ to 5 years of experience = 2 points 5+ to 8 years of experience = 3 points 8+ to 10 years of experience = 4 points 10+ years of experience = 5 points	5 points	

Maximum Points Available:	30
Minimum Score Required:	21
Bidders Score:	

2.3 G.1 Geomatics Analyst– Level 2

Rated Criteria	Point Rating	Maximum Score	Bidder Response
R1. Demonstrated experience in Geomatics beyond the mandatory criteria of five (5) years.	Additional 1 to 3 years = 1 point Additional 3+ to 5 years = 2 points Additional 5+ to 8 years = 3 points Additional 8+ to 10 years = 4 points Additional 10+ years = 5 points	5 points	
R2. Demonstrated experience in ESRI GIS Desktop software beyond the mandatory criteria of one (1) year.	Additional 1 to 3 years = 1 point Additional 3+ to 5 years = 2 points Additional 5+ to 8 years = 3 points Additional 8+ to 10 years = 4 points Additional 10+ years = 5 points	5 points	

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R3. Demonstrated experience in Envitia Map Link Pro software and SAFE FME Software beyond the mandatory criteria of one (1) year.	Additional 1 to 3 years = 1 point Additional 3+ to 5 years = 2 points Additional 5+ to 8 years = 3 points Additional 8+ to 10 years = 4 points Additional 10+ years = 5 points	5 points	
R4. Demonstrated experience in interpreting project objectives and creating appropriate data, analysis and output products (maps, reports).	1 to 3 years of experience = 1 point 3+ to 5 years of experience = 2 points 5+ to 8 years of experience = 3 points 8+ to 10 years of experience = 4 points 10+ years of experience = 5 points	5 points	
R5. Demonstrated experience in developing and documenting detailed statements of requirement.	1 to 3 years of experience = 1 point 3+ to 5 years of experience = 2 points 5+ to 8 years of experience = 3 points 8+ to 10 years of experience = 4 points 10+ years of experience = 5 points	5 points	
R6. Demonstrated experience in providing advice on GIS and Remote Sensing technology and its application.	1 to 3 years of experience = 1 point 3+ to 5 years of experience = 2 points 5+ to 8 years of experience = 3 points 8+ to 10 years of experience = 4 points 10+ years of experience = 5 points	5 points	

Maximum Points Available:	30
Minimum Score Required:	21
Bidders Score:	

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2.4 G.2 GIS Applications Analyst– Level 2

Rated Criteria	Point Rating	Maximum Score	Bidder Response
R1. Demonstrated experience in Geomatics beyond the mandatory criteria of five (5) years.	Additional 1 to 3 years = 1 point Additional 3+ to 5 years = 2 points Additional 5+ to 8 years = 3 points Additional 8+ to 10 years = 4 points Additional 10+ years = 5 points	5 points	
R2. Demonstrated experience in Geospatial Data Quality Control Management beyond the mandatory criteria of one (1) year.	Additional 1 to 3 years = 1 point Additional 3+ to 5 years = 2 points Additional 5+ to 8 years = 3 points Additional 8+ to 10 years = 4 points Additional 10+ years = 5 points	5 points	
R3. Demonstrated experience in producing an operational system including forms, manuals, programs, data files and procedures.	1 to 3 years of experience = 1 point 3+ to 5 years of experience = 2 points 5+ to 8 years of experience = 3 points 8+ to 10 years of experience = 4 points 10+ years of experience = 5 points	5 points	
R4. Demonstrated experience in creating, updating & maintaining procedures & standards as well as creating & updating metadata.	1 to 3 years of experience = 1 point 3+ to 5 years of experience = 2 points 5+ to 8 years of experience = 3 points 8+ to 10 years of experience = 4 points 10+ years of experience = 5 points	5 points	

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R5. Demonstrated experience in gathering and analyzing data for the conduct of studies to establish the technical and economic feasibility of proposed computer systems, and for the development of functional and system design specifications.	1 to 3 years of experience = 1 point 3+ to 5 years of experience = 2 points 5+ to 8 years of experience = 3 points 8+ to 10 years of experience = 4 points 10+ years of experience = 5 points	5 points	
R6. Demonstrated experience in designing and writing GIS and/or Remote Sensing related programs.	1 to 3 years of experience = 1 point 3+ to 5 years of experience = 2 points 5+ to 8 years of experience = 3 points 8+ to 10 years of experience = 4 points 10+ years of experience = 5 points	5 points	

Maximum Points Available:	30
Minimum Score Required:	21
Bidders Score:	

	Maximum Score	Minimum Score	Bidder Score
2.1: G.1 Geomatics Analyst– Level 2	30	21	
2.2: G.1 Geomatics Analyst– Level 2	30	21	
2.3: G.1 Geomatics Analyst– Level 2	30	21	
2.4: G.2 GIS Applications Analyst– Level 2	30	21	
Total Maximum Points	120		
Total Minimum Points		84	

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**ATTACHMENT 4.2
PRICING SCHEDULE**

In respect of the “Estimated Number of Days” listed below in (C*) the estimated number of days is for evaluation purposes only during the solicitation process and does not represent a commitment of the future usage.

Initial Contract Period:

Initial Contract Period – Year 1				
	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C x D)
G1. Geomatics Analyst	Level 2	230	\$	\$
G1. Geomatics Analyst	Level 2	230	\$	\$
G1. Geomatics Analyst	Level 2	230	\$	\$
G2. GIS Application Analyst	Level 2	230	\$	\$
Total Price Initial Contract Period				\$ <TBD>

Option Periods:

Option Period 1 – Year 2				
	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C x D)
G1. Geomatics Analyst	Level 2	230	\$	\$
G1. Geomatics Analyst	Level 2	230	\$	\$
G1. Geomatics Analyst	Level 2	230	\$	\$
G2. GIS Application Analyst	Level 2	230	\$	\$
Total Price Option Period 1				\$ <TBD>

Option Period 2 – Year 3				
	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C x D)
G1. Geomatics Analyst	Level 2	230	\$	\$
G1. Geomatics Analyst	Level 2	230	\$	\$
G1. Geomatics Analyst	Level 2	230	\$	\$
G2. GIS Application Analyst	Level 2	230	\$	\$

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Total Price Option Period 2	\$ <TBD>
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Option Period 3 – Year 4				
	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C x D)
G1. Geomatics Analyst	Level 2	230	\$	\$
G1. Geomatics Analyst	Level 2	230	\$	\$
G1. Geomatics Analyst	Level 2	230	\$	\$
G2. GIS Application Analyst	Level 2	230	\$	\$
Total Price Option Period 3				\$ <TBD>

Total Bid Price	
(Initial Contract Period + Option Period 1 + Option Period 2 + Option Period 3)	\$ <TBD>

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**Attachment 5.1 to Part 5 of the Bid Solicitation
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the *Employment Equity Act*.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - ☐ A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC -Labour.

OR

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

B. Check only one of the following:

- ☐ B1 The Bidder is not a Joint Venture.

OR

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

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FORM 1
ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

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FORM 2
CUSTOMER REFERENCE CONTACT INFORMATION FORM

Customer Reference Contact Information:

Name of client organization: _____

Name of client: _____

Client's title: _____

Client telephone n°. _____

Email address: _____

Contract Information: The Bidder must provide with this Form a copy of the reference contract.

Contract n°: _____

Start date: _____ End date: _____

Total contract value (excluding Applicable Taxes and not including amendments): _____

Core categories provided: _____

By signing below, the Bidder certifies that the information provided in this Form is accurate.

**Signature of authorized representative of
the Bidder:**

Name: _____

Title: _____

Signature: _____

Date: _____