



**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**

There are security requirements associated with this requirement. / Ce besoin comporte des exigences relatives à la sécurité.

<b>Title - Sujet</b> TBIPS Tier 2	
<b>Solicitation No. - N° de l'invitation</b> W6369-17P5LP/B	<b>Date</b> 2018-03-19
<b>Client Reference No. - N° de référence du client</b> W6369-17-P5LP	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$IPS-013-32306	
<b>File No. - N° de dossier</b> 013ips.W6369-17P5LP	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-04-12</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Laplante, Luc	<b>Buyer Id - Id de l'acheteur</b> 013ips
<b>Telephone No. - N° de téléphone</b> (613) 406-9015 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

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

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## **BID SOLICITATION**

### **FOR A CONTRACT AGAINST A SUPPLY ARRANGEMENT FOR TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS) (TIER 2 – NCR) HELP DESK SPECIALIST - LEVEL 1 FOR DEPARTMENT OF NATIONAL DEFENCE**

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- Annex A Statement of Work
- Annex B Basis of Payment
- Annex C Security Requirements Check List
- Annex D Bid Evaluation Criteria

**List of Appendixes:**

- Appendix 1 to Annex A – Tasking Assessment Procedure
- Appendix 2 to Annex A – Task Authorization Form
- Appendix 3 to Annex A – Certifications At the TA Stage
- Appendix 1 to Annex B – Pricing Schedule
- Appendix 1 to Annex D – Resource Assessment Criteria and Response Table for Bid Evaluation and Subsequent Task Authorizations

**List of Forms:**

- Form 1 – Bid Submission Form
- Form 2 – Federal Contractors Program for Employment Equity – Certification
- Form 3 – Electronic Payment Instruments
- Form 4 – Set-Aside For Aboriginal Business - Certification
- Form 5 – Canadian Content - Certification

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## BID SOLICITATION

# FOR A CONTRACT AGAINST A SUPPLY ARRANGEMENT FOR TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS) (TIER 2 – NCR) HELP DESK SPECIALIST- LEVEL 1 FOR DEPARTMENT OF NATIONAL DEFENCE

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

This document states terms and conditions that apply to this bid solicitation. It is divided into seven parts plus 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 the Basis of Payment, the RFP Evaluation Criteria, the Bid Submission Form and any other annexes or appendices.

### 1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of **Department of National Defence (DND)** (the "**Client**") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- (b) It is intended to result in the award of 1 contract, for one (1) year plus 2 one-year irrevocable options allowing Canada to extend the term of the contracts.
- (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 organization 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.

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- (d) The requirement is subject to a preference for Canadian goods and/or services.
  - (e) This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business.
  - (f) This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.
  - (g) Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.
  - (h) The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 – Resulting Contract Clauses and the Form titled "Federal Contractors Program for Employment Equity – Certification."
  - (i) 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.
  - (j) Only Aboriginal TBIPS SA Holders currently holding a TBIPS SA for Tier 2, qualified in the B.10 Help Desk Specialist category in the National Capital Region 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.
  - (k) 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.
  - (l) 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.
  - (m) The Resource Sub-Categories described below are required on an as and when requested basis in accordance with the TBIPS SA Annex "A":

RESOURCE SUB-CATEGORIES	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
B.10 Help Desk Specialist (ITSS On Site)	LEVEL 1	6
B.10 Help Desk Specialist (NCR Service Desk)	LEVEL 1	5

### 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) (<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(s).
- (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 3.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:
  - a. at the time of submitting an arrangement under the Request for Supply Arrangement (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:
    - (i) Delete: 60 days
    - (ii) Insert: 180 days
- (f) Section 06, Late bids of Standard Instructions 2003 incorporated by reference above, is deleted entirely and replaced with the following: "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) Section 07, Delayed bids of Standard Instructions 2003 incorporated by reference above, is amended as follows:

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- a. subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."
- (h) Section 08, Transmission by facsimile of Standard Instructions 2003 incorporated by reference above, is deleted and replaced by the following:
- "Transmission by facsimile or by epost Connect
1. Facsimile
    - 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](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:
      - 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.

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- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: TPSSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca. The solicitation number must be identified in the epost Connect message field of all electronic transfers.
  - 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 or electronic mail to PWGSC will not be accepted.

## **2.3 Enquiries - Bid Solicitation**

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 5 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 FPSs, Bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time

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the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

(b) **Definitions**

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

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

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

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

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

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

If so, the Bidder must provide the following information, for all FPSs 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;

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- (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 its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

## 2.6 Improvement of Requirement During Solicitation Period

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

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- (a) 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.

- (i) The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

- (ii) If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, 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.

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

- (b) If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copies), and (1 soft copies on USB key)

Section II: Financial Bid (1 hard copies), and (1 soft copies on USB key)

Section III: Certifications (1 hard copies), and (1 soft copies on USB key)

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

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

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

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

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

- (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
- (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

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**(c) Submission of Only One Bid:**

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.

- (i) 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.
- (ii) 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

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Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

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

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

That show in total 100 billable days.

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

### 3.2 Section I: Technical Bid

(a) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – (Form 1) with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (ii) **Previous Similar Projects:** Where the bid must include a description of previous similar projects:
- (A) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder);
- (B) all time credited to a project will be only counted up to solicitation start date;
- (C) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and
- (D) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the descriptions of the Resource Sub-Categories identified in Annex A. Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given Resource Sub-Category.
- (iii) **For Proposed Resources:** The technical bid must include 1 résumé per Resource Sub-Category, as identified in Annex D. The same individual must not be proposed for more than one Resource Sub-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 the proposed resources:
- (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).

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- (B) For educational requirements for a particular degree, designation or certificate, Canada 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, Canada 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, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- (F) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. 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 Bidder 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.
- (iv) **Customer Reference Contact Information:**
- (A) The Bidder must provide customer references. The customer reference must each confirm, if requested by Canada, the facts identified in the Bidder's bid, as required by Annex D.
- (B) The form of question to be used to request confirmation from customer references is as follows:
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*[Sample Question to Customer Reference: "Has [the Bidder] provided your organization with [enter mandatory evaluation criteria being validated as per Annex D]?"*

*\_\_\_ 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, current e-mail address, and phone number for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

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

### 3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "B". 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 sub-category, where the financial tables provided by Canada allow different firm rates to be charged for a resource sub-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 sub-category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- (c) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (d) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- (e) **Electronic Payment of Invoices – Bid:** If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Form 4 - Electronic Payment Instruments, to identify which ones are accepted. If Form 4 - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion. The Bidder must complete Form 4 to identify which electronic payment instruments they are willing to accept.

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**3.4 Section III: Certifications**

It is a requirement that bidders submit the certifications and additional information identified 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) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - (A) verify any or all information provided by the Bidder in its bid; or
    - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
  - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 Technical Evaluation

- (a) **Mandatory Technical Criteria:**
  - (i) 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.
  - (ii) The mandatory technical criteria are described in Annex D.
- (b) **Number of Resources Evaluated:**

Only 1 resource per Resource Sub-Category (total of 2 resources) will be evaluated as part of this bid solicitation as identified in Annex D. Additional Resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 – Resulting Contract Clauses, the Article titled "Task Authorization". When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form's Statement of Work. The proposed resource will then be assessed against the criteria identified in the Contract's Statement of Work in accordance with Appendix 1 to Annex D.
- (c) **Reference Checks:**

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- (i) Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given 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 email. Canada will send all email reference check requests to contacts supplied by all the Bidders within 2 working days using the email 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 email 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 email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
  - (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 mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

#### 4.3 Financial Evaluation

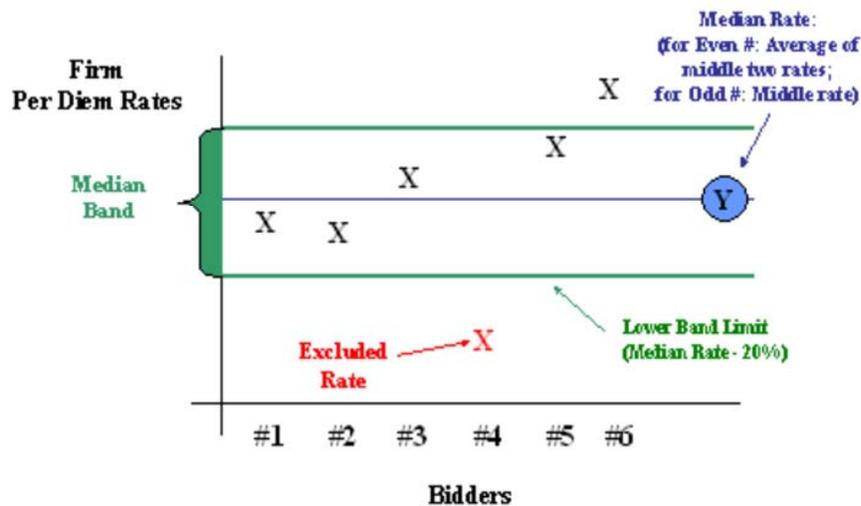
- (a) There are two possible financial evaluation methods for this requirement. The first method will be used if three or more bids are determined responsive (see (b) Financial Evaluation - Method A below). The second method will be used if fewer than three bids are determined responsive (see (c) Financial 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 Sub-Categories stated in Appendix 1 to Annex B - Pricing Schedule. The sum of such rates will constitute the Total Bid Price for that Bidder.
  - (ii) **Firm Per Diem Median Rate Evaluation**

**(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 sub-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 Sub-Category a Median Rate will be determined for each Resource Sub-Category for the Initial Contract Period, and for each of the option period(s). For each Resource Sub-Category, the Median Rate will be calculated using the median function in Microsoft Excel. A Lower Band Limit will be calculated for each Resource Sub-Category and will represent a range that encompasses the Median Rate to a value of minus (-) 20% of the Median Rate. If a Bidder bids a firm per diem rate for a Resource Sub-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 Sub-Category.

For example, if the Median Rate (Y) is determined to be \$500 for a Resource Sub-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 Sub-Category.

### Resource Category Median Band Determination (Even Number of Bidders)



**(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

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Sub-Categories stated in Appendix 1 to Annex B - 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 sub-category or sub-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 National Capital Region 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 sub-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 sub-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 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**

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The two responsive bids with the lowest Total Bid Price will be recommended for award of a contract.
- (b) One contract may be awarded in total as a result of this bid solicitation.

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- (c) 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.
  - (d) If more than one Bidder is ranked the same because of identical overall scores, then the names of all such ranked Bidders will be placed in a hat and the winner will be the first name drawn from it. All affected (tied) Bidders will be invited to witness the event.

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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 Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

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

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

#### **(a) Canadian Content Certification**

- (i) This procurement is conditionally limited to Canadian goods and Canadian services. Bidders must complete and sign the certification entitled "Canadian Content Certification" attached as Form 5 - Canadian Content Certification.
- (ii) Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.
- (iii) Failure to provide this certification will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.
- (iv) SACC Manual Clause A3050T (2014-11-27) Canadian Content Definition.

#### **(b) Set-aside for Aboriginal Business**

- (i) This procurement is set aside for Aboriginal business under the federal government Set-aside Program for Aboriginal Business. Bidders must complete and sign the certification entitled "Set-aside for Aboriginal Business - Certification" attached as Form 4.
- (ii) By executing the certification, the Bidder warrants that it is an Aboriginal business as defined in the Set-aside Program for Aboriginal Business.
- (iii) SACC Manual clause A3001T (2014-11-27) applies.

### **5.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html)" 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html)" list at the time of contract award.

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

The Bidder must provide the Contracting Authority with a completed Form 3 - 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 Form Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.3 Additional Certifications Precedent to Contract Award**

#### **(a) Professional Services Resources**

- (i) By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- (ii) By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
- (iii) If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
  - (A) the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
  - (B) the name, qualifications and experience of a proposed replacement immediately available for work; and
  - (C) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

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

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

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

- (iv) If 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.

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(b) **Certification of Language - [English or Bilingual] Essential**

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

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

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

(c) **Submission of Only One Bid**

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

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

### **6.1 Security Requirement**

- (a) At the date of bid closing, the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) 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.
- (c) 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 be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes providing professional services as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** Under the Contract, the "**Client**" is the Department of National Defence (DND).
- (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) **Allocation of Task Authorizations:** More than one contract has been awarded for this requirement. As a result, the Task Authorizations issued under this series of contracts will be allocated in accordance with the following:
  - (i) At the time this series of contracts was awarded, each contractor was allocated an amount of funding as specified in the Limitation of Expenditure based on the evaluation process described in the bid solicitation that resulted in the award of this series of contracts.
  - (ii) When a Task Authorization is issued, Canada will use a rotational method to allocate the draft Task Authorizations where the rotation is based on the ranking obtained by the Contractor during the Bid Solicitation.
  - (iii) Canada will send the first TA to the first ranked Contractor, the second TA to the second ranked Contractor. This rotational process will be repeated for each subsequent series of TAs issued by Canada.

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- (iv) The contractor sent a draft TA will have the time set out further below under the subparagraph entitled "Contractor's Response to Draft Task Authorization" to respond to the Technical Authority.
  - (v) If the Contractor to whom the draft TA is first sent either fails to respond on time or confirms in writing that it refuses to perform the task, the draft TA will then be forwarded to the next-ranked Contractor. In the event that Canada determines the proposed resource(s) does not meet the minimum experience or other requirements of the sub-categories identified in the draft TA, Canada may, at its entire discretion request that the Contractor propose another resource and the Contractor will have the time set out in the subparagraph "Contractor's Response to Draft Task Authorization" to respond. If the Contractor fails to respond on time or Canada determines that the proposed resource(s) does not meet the minimum experience or other requirements of the sub-categories identified in the draft TA, the draft TA will be forwarded to the next-ranked Contractor.
  - (vi) If the Contractor refuses a TA or fails to submit a valid response, the dollar value of the TA may be subtracted from the dollar value of the Contractor's Contract and may be re-allocated, at the Contracting Authority's sole discretion, in whole or in part, to the other contractor(s).
  - (vii) The process of sending out a draft TA will continue until Canada either cancels the requirement for the task or it has been validly issued to one of the contractors. If none of the contractors can perform the task (in accordance with all the terms and conditions of this series of contracts), Canada may acquire the required Work by other means.
  - (viii) Any of the contractors may advise the Technical Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under one or more TAs issued under this series of contracts, and no draft TA will be sent to that contractor until that contractor has given notice in writing to the Technical Authority and the Contracting Authority that it is again available to perform additional tasks.

If it is found that the allocation process described at part (ii) above has resulted in the award of a disproportionate dollar value of work between the Contractors, the Contractors agree that Canada, in its sole discretion, may deviate from the allocation process and issue TAs in the manner required to re-establish a proportional allocation.

- (c) **Assessment of Resources Proposed at TA Stage:** Processes for issuing, responding to and assessing Task Authorizations are further detailed in Appendices 1, 2, and 3 of Annex A.
- (d) **Form and Content of draft Task Authorization:**
  - (i) The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix 2 to Annex A.
  - (ii) The draft Task Authorization will contain the details of the activities to be performed, and must also contain the following information:
    - (A) the task number;
    - (B) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
    - (C) the sub-categories of resources and the number required;
    - (D) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
    - (E) the start and completion dates;
    - (F) milestone dates for deliverables and payments (if applicable);
    - (G) the number of person-days of effort required;
    - (H) whether the work requires on-site activities and the location;

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- (I) the language profile of the resources required;
  - (J) the level of security clearance required of resources;
  - (K) 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
  - (L) any other constraints that might affect the completion of the task.
- (e) **Contractor's Response to Draft Task Authorization:** The Contractor must provide to the Technical Authority, within 5 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.
- (f) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**
- (i) To be validly issued, a TA must include the following signatures:
    - (A) for any TA, inclusive of revisions, with a value less than or equal to \$200,000 (excluding Applicable Taxes), the TA must be signed by:
      - (1) a representative from DND-DG Proc Services; and
    - (B) for any TA, inclusive of revisions, with a value greater than this amount, a TA must include the following signatures:
      - (1) a representative from DND-DG Proc Services; and
      - (2) the Contracting Authority.
- Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TA's at any time, or reduce the dollar value threshold described in sub article (A) above; any suspension or reduction notice is effective upon receipt.
- (g) **Administration of Task Authorization Process for DND:** The administration of the Task Authorization process will be carried out by DES Proc 5-4-4-2. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.
- (h) **Periodic Usage Reports:**
- (i) The Contractor must compile and maintain records on its provision of services to the federal government under 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.

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- (ii) The quarterly periods are defined as follows:
- (A) 1<sup>st</sup> quarter: April 1 to June 30;
  - (B) 2<sup>nd</sup> quarter: July 1 to September 30;
  - (C) 3<sup>rd</sup> quarter: October 1 to December 31; and
  - (D) 4<sup>th</sup> quarter: January 1 to March 31.
- The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.
- (iii) Each report must contain the following information for each validly issued TA (as amended):
- (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
  - (B) a title or a brief description of each authorized task;
  - (C) the name and Resource sub-category 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 TA's (as amended) :
- (A) the amount, exclusive of Applicable Taxes, specified in the Contract (as last amended, as applicable) as Canada's total liability to the Contractor for all validly issued TA's; and
  - (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued TA's.
- (i) **Refusal of Task Authorizations or Submission of a Response which is not Valid:** The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. For greater clarity, each draft TA, which is identifiable by its task number, will only count as one instance. A valid response is one that is submitted within the required time period and meets all requirements of the draft TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the sub-categories identified in the draft TA at pricing not exceeding the rates set out in Annex B.
- (j) **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,

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- (i) **"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract; and
- (ii) **"Minimum Contract Value"** means 3% of the Maximum Contract Value or a fixed dollar amount.
- (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>) 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.
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 Work 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.

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## 7.5 Security Requirement

The following security requirements (SRCL # W6369-17-P5LP 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.

1. 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).
2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, CONFIDENTIAL or SECRET as required, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b) Industrial Security Manual (Latest Edition).

## 7.6 Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
- (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends March 31, 2019; 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 two (2) additional one (1)-year periods 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:

Name: Luc Laplante  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Informatics and Telecommunications Systems Procurement Directorate  
Address: 10 rue Wellington, 4<sup>th</sup> floor  
Gatineau, Québec  
Telephone: (613) 406-9015  
E-mail address: [luc.laplante@tpsgc-pwgsc.gc.ca](mailto:luc.laplante@tpsgc-pwgsc.gc.ca)

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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:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**(c) Contractor's Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**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 \_\_\_\_\_, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (ii) 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.
- (iii) Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor

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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 sub-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**

- (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 the amount set out on page 1 of the Contract, less any Applicable taxes. With respect to the 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.
- (i) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

(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**

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

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only);

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(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 Contractor must repay any overpayment, at Canada's request.

(f) **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 Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

**7.11 Certifications and Additional Information**

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

**(b) SACC Manual Clauses**

SACC clause A3000C (2014-11-27), Aboriginal Business Certification.

**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.

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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 clauses incorporated by reference in these Articles of Agreement;
- (b) General Conditions 2035 (2016-04-04), Higher Complexity - Services;
- (c) Annex A, Statement of Work - including its Appendices as follows:
  - (i) Appendix 1 to Annex A - Tasking Assessment Procedure;
  - (ii) Appendix 2 to Annex A - Task Authorization (TA) Form;
  - (iii) Appendix 3 to Annex A - Certifications at the TA stage;
- (d) Appendix 1 to Annex D - Resource Assessment Criteria and Response Table for Bid Evaluation and Subsequent Task Authorizations;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the validly issued Task Authorizations and any required certifications (including all of their annexes, if any); and
- (h) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_ "or" as amended \_\_\_\_\_.

#### 7.15 Defence Contract

The Contract is a defence contract within the meaning of the [Defence Production Act](#), R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the [Defence Production Act](#).

#### 7.16 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements

**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)

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

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before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

## **7.18 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. 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.

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- (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.

#### **7.19 Limitation of Liability - Information Management/Information Technology**

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

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- (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 any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any 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 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:**
- (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
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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).

#### **7.20 Joint Venture Contractor**

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

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

#### **7.21 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 a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority

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within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

- (c) In General Conditions 2035, the Article titled "Replacement of Specific Individuals" is deleted and the following applies instead:

**Replacement of Specific Individuals**

- (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of 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 those 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 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 Article titled "Default of the Contractor", or
  - (B) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor to propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that are similar or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require 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" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that 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 a resource to 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.

**7.22 Professional Services for Pre-Existing Software**

- (a) **Pre-Existing Software:** The "Pre-Existing Software" consists of the computer programs listed in Annex A, which are either proprietary to Canada or licensed to Canada by a third party, in respect of which Canada requires certain professional services.

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- (b) **Software Services:** During the Contract Period, the Contractor must provide the Client with the following "**Services for Pre-Existing Software**" as and when requested by Canada through a Task Authorization:
- (i) accessing, downloading, storing, installing, loading, processing, configuring and implementing any additional software code related to the Pre-Existing Software (such as new releases, versions, patches, and bug fixes), as soon as it becomes available;
  - (ii) keeping track of the software publisher's software releases for the purpose of configuration control; and
- (c) **No Software Development:** The Contractor is not required to develop, program or provide additional software code related to the Pre-Existing Software as part of the Work performed under the Contract.
- (d) **Providing Training related to Pre-Existing Software:**
- (i) The Contractor must provide training in the use of the Pre-Existing Software on an "as-and-when-requested" basis during the Contract Period when a Task Authorization for training is validly issued in accordance with the Contract.
  - (ii) Canada may issue a Task Authorization whenever it has people who require training.
  - (iii) The training must be provided at various locations across Canada, as requested in the Task Authorization.
  - (iv) The training must be available within 15 working days of the Task Authorization being issued.
  - (v) The training, including both the instruction and the course materials, must be provided in the official language identified in the Task Authorization.
  - (vi) Before providing any training, at least 10 working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval.
- (e) **Title:** Except as otherwise specifically provided in these Articles of Agreement, title to the Pre-Existing Software will be unaffected by the performance of the Services for Pre-Existing Software and, to the extent that the Pre-Existing Software is subject to a license for use from a third party, its use will remain subject to the conditions of Canada's license.
- (f) **Access:** Canada will provide to the Contractor any information regarding any passwords, authorization codes or similar information that might be necessary to perform the Software Services, provided that in doing so Canada is not in default of any obligations regarding the use of the Pre-Existing Software. The Contractor agrees that it is a term of the Contract that it will not disclose or distribute any part of the Pre-Existing Software to any other person or entity or otherwise violate the proprietary rights of the owner of the Pre-Existing Software.

### 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.

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#### **7.24 Representations and Warranties**

The Contractor made statements regarding its own and its proposed resources' experience and expertise in its bid that resulted in the award of the Contract and the issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have and maintain, 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.

#### **7.25 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.

#### **7.26 Government Property**

Canada agrees to make computerized workstations (the "Government Property") available to the Contractor. The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

#### **7.27 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**  
**HELP DESK SPECIALIST - LEVEL 1**

**1. BACKGROUND**

The Department of National Defence (DND) has a significant investment in information holdings and information technology. In order to derive maximum benefit from this investment, the Assistant Deputy Minister (Information Management) (ADM (IM)) provides direction, military operations support, products and services to manage information as an essential component of the departmental mission and objectives.

Director Information Management End-User Services (DIMEUS) is responsible for the National Capital Region (NCR) Service Desk and the Information Technology Site Services (ITSS) for clients in the NCR. The NCR Service Desk provides Information Management/Information Technology (IM/IT) 1st level support, and is the single point of contact for all incidents, service requests, general assistance and information requests related to IM/IT and conference rooms servicing the NCR. The ITSS delivers on-site, IT desktop support services in a Microsoft Windows desktop environment by conducting first/second level problem determination/analysis on all trouble calls.

**2. OBJECTIVE**

In order to continue providing IT support, DND has a requirement for ongoing IT professional services on an "as-and-when-requested" basis for both the NCR Service Desk and the ITSS.

**3. SCOPE**

The role of the NCR Service Desk Help Desk Specialist is to act as Single Point of Contact (SPoC) providing 1st level IM/IT services to clients via phone, ITSM tool (assyst), and/or email. The Help Desk Specialist will resolve and/or instruct clients on IM/IT issues and/or answer their IT-related queries.

The role of the ITSS Help Desk Specialist is to provide on-site problem determination and resolution in direct support of the following: Personal Computers (PCs), laptops, tablets, monitors, ergonomic equipment, printers, scanners, BlackBerrys, Personal Digital Assistants (PDAs), rollout activities, software/hardware installation and troubleshooting, client moves, various IT peripherals, and Active Directory administration in accordance with the Standard Operating Procedures (SOPs) and National Defence Standards of Support (SoS).

**4. APPLICABLE DOCUMENTS**

To assist in the accomplishment of assigned tasks and deliverables, the following documents will be available to the Contractor:

- 4.1. Local Service Level Agreements (SLAs);
- 4.2. Local Standard Operating Procedures (SOPs);
- 4.3. Local contextual briefing packages, where available;

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- 4.4. NCR Standards of Support (SoS);
  - 4.5. ITSS SharePoint whiteboard;
  - 4.6. IM/IT security regulations and knowledge base information/procedures; and
  - 4.7. Any other document deemed as applicable by the Technical Authority.

## 5. CONSTRAINTS

- 5.1. Unless otherwise specified all work will be conducted during regular working hours of 0700 to 1900 (EST). Each resource will typically work 7.5 hours/day during this period of time at the direction of the Manager/Supervisor who will manage the rotating shifts that either starts earlier in the day to a shift that starts later in the day.
- 5.2. The ITSS on-site resource must be able to lift on average up to 15 kg – i.e. desktop IT equipment and peripherals (PCs, monitors, printers, scanners, etc.).
- 5.3. There is a requirement for some ITSS on-site resources to occasionally commute to remote locations within the NCR where public transit may be limited or non-existent. Transportation costs in the NCR will not be reimbursed.

## 6. TECHNICAL ENVIRONMENT

### 6.1. Information Technology (IT) Applications

- 6.1.1. The resource will be required to use Axios assyst call tracking system to receive, take ownership of, update, and fully document all trouble calls electronically. This includes recording all actions taken up to the problem resolution.
  - 6.1.2. Information Technology Service Management (ITSM) tools: Axios Assyst;
  - 6.1.3. Network Operating System (NOS): Microsoft Windows 2008R2 Server, or later;
  - 6.1.4. Desktop Operating System (OS): Microsoft Windows 7/10, or later;
  - 6.1.5. Messaging System: Microsoft Exchange 2010 and MS Outlook 2010, or later; and
  - 6.1.6. Office Suite: Microsoft Office 2010, or later.
- 6.2. During the period of the contract, DND reserves the right to add, delete and/or upgrade tools and/or systems in support of DND's operations. Where DND adds and/or upgrades any tools and/or systems in support of its operations, the Contractor, to the extent possible, will endeavour to provide support of those tools and systems and to be up to date with the latest versions of the applications.

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## 7. TASKS AND DELIVERABLES

### 7.1. Tasks:

#### **Sub-Category - Help Desk Specialist for ITSS On Site**

- 7.1.1. The ITSS on-site Help Desk Specialist must perform the following tasks when responding to end user requests for IT on-site technical assistance:
  - 7.1.1.1. Perform on-site problem analysis and monitoring tasks, monitor network management systems and respond to user requests and problems;
  - 7.1.1.2. Provide desktop on-site technical support to repair, upgrade, install, troubleshoot, and maintain desktop/laptop/tablet computer equipment, printers, and all peripherals;
  - 7.1.1.3. Conduct on-site problem determination and analysis on all client calls;
  - 7.1.1.4. Isolate problems and provide follow-up instruction as required to reduce the overall number of trouble calls;
  - 7.1.1.5. Provide advice and technical guidance to end users and technical resources as the situation warrants;
  - 7.1.1.6. Ensure IT security and safety policies and procedures are adhered to at all times, according to Treasury Board and DND regulations and guidelines;
  - 7.1.1.7. Maintain records of problems reported and their resolution utilizing the provided ITSM tool in accordance with SOPs;
  - 7.1.1.8. Contact clients either by telephone or in person to ensure all problems are resolved to the clients' satisfaction;
  - 7.1.1.9. Provide on-going escalation to management of unresolved problems which will require further attention and cause service delivery delays to clients;
  - 7.1.1.10. Monitor all activities associated with each ticket/work order through to resolution; and
  - 7.1.1.11. Attend any required DND training/information sessions in order to gain access to Help Desk support software or Help Desk telephone system.

#### **Sub-Category - Help Desk Specialist for the NCR Service Desk**

- 7.1.2. The NCR Service Desk Help Desk Specialist must perform the following tasks when responding to end user requests for technical assistance:
  - 7.1.2.1. Perform problem analysis and monitoring tasks, monitor network management systems and respond to user requests and problems;
  - 7.1.2.2. Perform initial problem analysis and attempt to rectify the problem by phone and, when required, forward the problem to the appropriate technical staff;

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- 7.1.2.3. Maintain liaison with network users and technical staff to communicate the status of problem resolution to network users; log and track requests for assistance using the ITSM tool provided;
  - 7.1.2.4. Provide advice and technical guidance to end users and technical resources as the situation warrants;
  - 7.1.2.5. Maintain records of problems reported and their resolution utilizing the provided ITSM tool;
  - 7.1.2.6. Ensure IT security and safety policies and procedures are adhered to at all times, according to Treasury Board and DND regulations and guidelines;
  - 7.1.2.7. Liaise with end users to ensure maintenance of accounts and software, and to advise end users of upgrades, additions and/or changes to IM/IT resources or configuration prior to their execution;
  - 7.1.2.8. Perform other Help Desk Specialist related duties incidental to the work described herein; and
  - 7.1.2.9. Attend any required DND training/information sessions in order to gain access to Help Desk support software or Help Desk telephone system.

## **7.2. Deliverables**

- 7.2.1. Deliverables for all resources may include but are not limited to:
  - 7.2.1.1. Incident Resolution: in accordance with local service levels; and
  - 7.2.1.2. Problem Resolution: in accordance with local service levels.
- 7.2.2. Resources must provide services in accordance with local service levels, SOPs, National Defence SoS and any other applicable document, which may evolve over the course of the contract.

## **8. LANGUAGE REQUIREMENTS**

- 8.1. There is a requirement for some NCR Service Desk resources to be fluently bilingual in French and English. The bilingual requirement will be defined in each Task Authorization to be issued.
- 8.2. The ITSS on-site resources must be fluent in English.

## **9. LOCATION OF WORK**

Work will be performed at DND sites throughout the NCR. The resource may be relocated across the NCR at short notice as required by the TA. Travel within the NCR will not be reimbursed.

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## APPENDIX 1 TO ANNEX A

### TASKING ASSESSMENT PROCEDURE

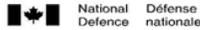
1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix 2 to Annex A will be provided to the Contractor in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations". Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Sub-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 2 business days 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 1 of Annex D applicable to the Resource Sub-Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Sub-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:
  - (i) 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 3 to Annex A, Certifications).
  - (ii) 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.
  - (iii) 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.
  - (iv) 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.
  - (v) 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.
  - (vi) 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

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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.

3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix 1 to Annex D 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 criterion 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 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 Sub-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.

## APPENDIX 2 TO ANNEX A TASK AUTHORIZATION FORM



### TASK AUTHORIZATION AUTORISATION DES TÂCHES

<p>All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.</p>		Contract no. – N° du contrat
		Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	<p><b>TO THE CONTRACTOR</b> You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall 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.</p> <p><b>À L'ENTREPRENEUR</b> Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls 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.</p>	
Delivery location – Expédié à		
Delivery/Completion date – Date de livraison/d'achèvement	_____ Date <span style="margin-left: 100px;">for the Department of National Defence</span> <span style="margin-left: 100px;">pour le ministère de la Défense nationale</span>	
Contract item no. N° d'article du contrat	Services	Cost Prix
		GST/HST TPS/TVH
		Total
<p><b>APPLICABLE ONLY TO PWGSC CONTRACTS:</b> The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract. <b>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC :</b> La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p>		
_____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux		

**Instructions for completing  
DND 626 - Task Authorization**

**Contract no.**  
Enter the PWGSC contract number in full.

**Task no.**  
Enter the sequential Task number.

**Amendment no.**  
Enter the amendment number when the original Task is amended to change the scope or the value.

**Increase/Decrease**  
Enter the increase or decrease total dollar amount including taxes.

**Previous value**  
Enter the previous total dollar amount including taxes.

**To**  
Name of the contractor.

**Delivery location**  
Location where the work will be completed, if other than the contractor's location.

**Delivery/Completion date**  
Completion date for the task.

**for the Department of National Defence**  
Signature of the DND person who has delegated Authority for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

**Services**  
Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

**Cost**  
The cost of the Task broken out into the individual costed items in **Services**.

**GST/HST**  
The GST/HST cost as appropriate.

**Total**  
The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

**Applicable only to PWGSC contracts**  
This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

**Note:**  
Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold, and by both DND and PWGSC for those tasks over the DND threshold.

**Instructions pour compléter le formulaire  
DND 626 - Autorisation des tâches**

**N° du contrat**  
Inscrivez le numéro du contrat de TPSGC en entier.

**N° de la tâche**  
Inscrivez le numéro de tâche séquentiel.

**N° de la modification**  
Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

**Augmentation/Réduction**  
Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

**Valeur précédente**  
Inscrivez le montant total précédent, y compris les taxes.

**À**  
Nom de l'entrepreneur.

**Expédié à**  
Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

**Date de livraison/d'achèvement**  
Date d'achèvement de la tâche.

**pour le ministère de la Défense nationale**  
Signature du représentant du MDN auquel on a délégué le pouvoir d'approbation en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

**Services**  
Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

**Prix**  
Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

**TPS/TVH**  
Mentionnez le montant de la TPS/TVH, s'il y a lieu.

**Total**  
Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

**Ne s'applique qu'aux contrats de TPSGC**  
Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

**Nota :**  
Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

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**APPENDIX 3 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 Period 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

**4. CERTIFICATION OF LANGUAGE - [English or Bilingual]**

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are **[Option 1 - Unilingual English]** fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

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

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

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**ANNEX B**  
**BASIS OF PAYMENT**

**INITIAL CONTRACT PERIOD:**

<b>Initial Contract Period</b> (Date of Contract award to March 31, 2019)		
<b>Resource Sub-Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
HelpDesk Specialist (ITSS On Site)	Level 1	
HelpDesk Specialist (Service Desk)	Level 1	

**OPTION PERIODS:**

<b>Option Period 1</b> (April 1, 2019 to March 31, 2020)		
<b>Resource Sub-Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
HelpDesk Specialist (ITSS On Site)	Level 1	
HelpDesk Specialist (Service Desk)	Level 1	

<b>Option Period 2</b> (April 1, 2020 to March 31, 2021)		
<b>Resource Sub-Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
HelpDesk Specialist (ITSS On Site)	Level 1	
HelpDesk Specialist (Service Desk)	Level 1	

**APPENDIX 1 TO ANNEX B  
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:**

<b>Initial Contract Period Date of Contract award to March 31, 2019</b>				
	(B)	(C)	(D)	(E)
Resource Sub-Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C x D)
HelpDesk Specialist (ITSS On Site)	Level 1	250	\$	\$
HelpDesk Specialist (Service Desk)	Level 1	250	\$	\$
<b>Total Price Initial Contract Period</b>				<b>\$ &lt;TBD&gt;</b>

**Option Periods:**

<b>Option Period 1 April 1, 2019 to March 31, 2020</b>				
	(B)	(C)	(D)	(E)
Resource Sub-Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C x D)
HelpDesk Specialist (ITSS On Site)	Level 1	250	\$	\$
HelpDesk Specialist (Service Desk)	Level 1	250	\$	\$
<b>Total Price Option Period 1</b>				<b>\$ &lt;TBD&gt;</b>

<b>Option Period 2 April 1, 2020 to March 31, 2021</b>				
	(B)	(C)	(D)	(E)
Resource Sub-Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C x D)
HelpDesk Specialist (ITSS On Site)	Level 1	250	\$	\$
HelpDesk Specialist (Service Desk)	Level 1	250	\$	\$
<b>Total Price Option Period 2</b>				<b>\$ &lt;TBD&gt;</b>

<b>Total Bid Price</b>	
<b>(Initial Contract Period + Option Period 1 + Option Period 2 + Option Period 3)</b>	<b>\$ &lt;TBD&gt;</b>

**ANNEX C**

**SECURITY REQUIREMENTS CHECK LIST**

COMMON-PS-SRCL#19

	Government of Canada Gouvernement du Canada	Contract Number / Numéro du contrat <b>W6369-17-P5LP</b>
		Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <span style="float: right; font-size: 1.2em;">DND</span>	2. Branch or Directorate / Direction générale ou Direction <span style="float: right; font-size: 1.2em;">ADM(EM) DIMEUS</span>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail <span style="font-size: 1.2em;">Informatics Professional Services - IT Help Desk Services.</span>		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <span style="float: right;"> <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui                 </span>		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <span style="float: right;"> <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui                 </span>		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <span style="float: right;"> <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui                 </span>		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <span style="float: right;"> <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui                 </span>		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <span style="float: right;"> <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui                 </span>		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>  Not releasable / À ne pas diffuser <input type="checkbox"/>  Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>  Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>  Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:		
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/> PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/> PROTECTED C / PROTÉGÉ C <input checked="" type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/> SECRET <input checked="" type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/> NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED <input type="checkbox"/> NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL <input type="checkbox"/> NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET <input type="checkbox"/> NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET <input type="checkbox"/> COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A <input type="checkbox"/> PROTÉGÉ A <input type="checkbox"/> PROTECTED B <input type="checkbox"/> PROTÉGÉ B <input type="checkbox"/> PROTECTED C <input type="checkbox"/> PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL <input type="checkbox"/> CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET <input type="checkbox"/> TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) <input type="checkbox"/> TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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Canada

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Security Classification / Classification de sécurité UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes  
Non  Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input checked="" type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No  Yes  
Non  Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes  
Non  Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No  Yes  
Non  Oui

**PRODUCTION**

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No  Yes  
Non  Oui

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Security Classification / Classification de sécurité UNCLASSIFIED
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**PART C - (continued) / PARTIE C - (suite)**

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

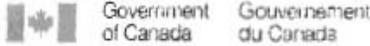
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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

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

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

COMMON PS-SRCL#19



Contract Number / Numéro du contrat <b>W639-17-P5LP</b>
Security Classification / Classification de sécurité UNCLASSIFIED

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Charge de projet de l'organisme

Name (print) - Nom (en lettres moulées) <b>David Perry</b>	Title - Titre <b>DIMEUS ?</b>	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone <b>613-955-2286</b>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <b>David.Perry@forces.gc.ca</b>
		Date <b>10 Oct 2017</b>

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) <b>Sasa Medjovic</b>	Title - Titre <b>DDSO - Industrial Security Senior Security Analyst</b>	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone <b>Tel: 613-996-0268</b>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <b>F-mail: sasa.medjovic@forces.gc.ca</b>
		Date <b>2018-Jan-08</b>

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité / Guide de classification de la sécurité) sont-elles jointes?

No / Non  
 Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) <b>Tim Allaby</b>	Title - Titre <b>Procurement officer</b>	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone <b>613-948-7215</b>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <b>tim.allaby@forces.gc.ca</b>
		Date <b>MAR 05 2018</b>

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature <b>Saumur, Jacques D</b>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

Jacques Saumur  
Contract Security Officer  
Contracts Security Division / Division des contrats sécurité /  
Contract Security Program / Programme de sécurité des contrats /  
Public Services and Procurement Canada, Services publics et Approvisionnement Canada  
Jacques.Saumur@pspc-pwsc.gc.ca  
Telephone / Téléphone 613-948-1732  
Facsimile / Télécopieur 613-948-1712

## **APPENDIX 1 TO ANNEX C**

### **SECURITY CLASSIFICATION GUIDE**

The Security Requirements Check List (SRCL) (Section 10.a) specifies that this Security Classification Guide must be provided whenever multiples levels of screening are identified.

The related Statement of Work (SOW) defines the professional service required to support the National Capital Region (NCR) Service Desk and the Information Technology Site Services (ITSS) for NCR clients of the Department of National Defence (DND). This SOW covers aspects related to the provision of up to thirty (30) personnel at any given time: up to ten (10) personnel qualified as Help Desk Specialist – NCR Service Desk (Level 1), and up to twenty (20) personnel qualified as Help Desk Specialist – ITSS on-site (Level 1), to support Help Desk and on-site activities.

#### **Help Desk Specialist – NCR Service Desk**

1. Help Desk Specialist – NCR Service Desk – 10 Level 1 resources must be cleared to Reliability Status.

#### **Help Desk Specialist – ITSS on-site**

1. Help Desk Specialist – ITSS on-site – 20 Level 1 resources must be cleared to Secret.

**ANNEX D**  
**BID EVALUATION CRITERIA**  
**MANDATORY REQUIREMENTS - CORPORATE:**

The Bidder – Mandatory Criteria				
	Criteria	Met	Not Met	Cross Reference to Proposal (Page and Para)
M1	<p>Bidder must demonstrate experience managing IM/IT contracts by providing references for two (2) contracts, successfully completed in the past five (5) years, which were each valued at a minimum of \$2M.</p> <p>Each contract reference must contain the following information:</p> <ul style="list-style-type: none"> <li>a) Name of the Client Organization</li> <li>b) The contract number or project name;</li> <li>c) Start Date and Duration</li> <li>d) Dollar value of the contract</li> <li>e) Description of work performed,</li> <li>f) Name, current phone number and title of the client's Technical Authority or authorized representative who will confirm the bidder's claims.</li> </ul> <p>Each contract description should be two pages or less in length.</p> <p>It is the bidder's responsibility to ensure that any information divulged has the permission of the references provided.</p>			
M2	<p>Bidder must demonstrate experience managing and supporting IM/IT contracts by providing references for two (2) contracts, successfully completed in the past five (5) years, for services of a minimum of 15 resources each, working simultaneously for a minimum of a 12 month period.</p> <p>Each contract reference must contain the following information:</p> <ul style="list-style-type: none"> <li>a) Name of the Client Organization</li> <li>b) The contract number or project name;</li> <li>c) Start Date and Duration</li> <li>d) Description of work performed,</li> </ul>			

	<p>e) Number of resources in each category(ies)</p> <p>f) Name, current phone number and title of the client's Technical Authority or authorized representative who will confirm the bidder's claims.</p> <p>Each contract description should be two pages or less in length.</p> <p>It is the bidder's responsibility to ensure that any information divulged has the permission of the references provided.</p>			
M3	<p>Bidder must demonstrate their ability to provide quality resources 'on-demand' by providing references for two (2) successful contracts that are similar to the Resource Category qualifications defined in Appendix 1 to Annex D. The contracts should be driven by Task Authorizations (or a similar vehicle) resulting in sudden peaks of staffing. This implies higher staffing levels on short notice, not just reallocation of existing staff already on the project. For each reference include:</p> <p>a) Name of the Client Organization</p> <p>b) the contract number or project name;</p> <p>c) Start Date and Duration</p> <p>d) Scope of Work</p> <p>e) Description of work performed, size and nature of the staffing changes and responsibilities held during the engagement</p> <p>f) Name, current phone number and title of the client's Technical Authority or authorized representative who will confirm the bidder's claims.</p> <p>Each contract description should be two pages or less in length.</p> <p>It is the bidder's responsibility to ensure that any information divulged has the permission of the references provided.</p>			
M4	<p>Bidder must submit one (1) CV <b>for each Sub-Category</b> (total of 2 CVs) in their bid that meet the criteria as identified in Appendix 1 to Annex D.</p>			
Compliant: (Yes or No)				

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**APPENDIX 1 TO ANNEX D**

**RESOURCE ASSESMENT CRITERIA AND RESPONSE TABLE FOR BID  
EVALUATION AND SUBSEQUENT TASK AUTHORIZATIONS**

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

**ITSS ON-SITE RESOURCE:**

	<b>REQUIREMENT</b>	<b>MET</b>	<b>NOT MET</b>	<b>DEMONSTRATE HOW THE REQUIREMENT IS MET</b> (Cross reference to Project Number in resource's CV where substantiating details are requested)
M4.1.1	The resource must have a minimum of <b>two (2) years of experience in the last five (5) years</b> working as a Help Desk Specialist in an IT service environment, providing IT-related on-site support to more than 100 users.			
M4.1.2	The resource must have a minimum of <b>two (2) years of experience in the last five (5) years</b> providing on-site Microsoft Office 2007/2010/2013 suite support.			
M4.1.3	The resource must have a minimum of <b>two (2) years of experience in the last five (5) years</b> supporting and troubleshooting Microsoft Outlook 2010 (or later version) in a Microsoft Exchange 2010 (or later) environment.			
M4.1.4	The resource must have a minimum of <b>two (2) years of experience in the last five (5) years</b> at on-site locations, providing on-site technical support to clients in a Microsoft Windows 7/10 desktop environment, including peripherals.			
M4.1.5	The resource must have a minimum of <b>two (2) years of experience in the last five (5) years</b> providing technical			

	REQUIREMENT	MET	NOT MET	DEMONSTRATE HOW THE REQUIREMENT IS MET (Cross reference to Project Number in resource's CV where substantiating details are requested)
	support in a Microsoft Active Directory environment.			
M4.1.6	The resource must have a minimum of <b>two (2) years of experience in the last five (5) years</b> working as a Help Desk Specialist using any of the following industry standard Information Technology Service Management (ITSM) tools ( <a href="http://www.gartner.com/reviews/market/itsm-tools">www.gartner.com/reviews/market/itsm-tools</a> ).			
M4.1.7	The resource must have a minimum of <b>two (2) years of experience in the last five (5) years</b> working with network concepts/protocols (10/100 Base-T/TX Ethernet, TCP/IP).			
Compliant: (Yes or No)				

**NCR SERVICE DESK RESOURCE:**

	REQUIREMENT	MET	NOT MET	DEMONSTRATE HOW THE REQUIREMENT IS MET (Cross reference to Project Number in resource's CV where substantiating details are requested)
M4.2.1	The resource must have a minimum of <b>two (2) years of experience in the last five (5) years</b> working as a Help Desk Specialist in an IT service desk environment, providing IT-related first-line support to more than 100 users.			
M4.2.2	The resource must have a minimum of <b>two (2) years of experience in the last five (5) years</b> supporting Microsoft Office 2007/2010/2013 suite.			
M4.2.3	The resource must have a minimum of <b>two (2) years of experience in the last five (5) years</b> supporting and trouble shooting Microsoft Outlook 2010 (or later version) in a Microsoft Exchange 2010 (or later) environment.			
M4.2.4	The resource must have a minimum of <b>two (2) years of experience in the last five (5) years</b> providing technical support in a Microsoft Active Directory environment.			
M4.2.5	The resource must have a minimum of <b>two (2) years of experience in the last five (5) years</b> working as a Help Desk Specialist using any of the following industry standard Information Technology Service Management (ITSM) tools ( <a href="http://www.gartner.com/reviews/market/it-sm-tools">www.gartner.com/reviews/market/it-sm-tools</a> ).			
Compliant: (Yes or No)				

**FORM 1**

**BID SUBMISSION FORM**

<b>Bidder's full legal name</b>			
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name		
	Title		
	Address		
	Telephone #		
	Fax #		
	Email		
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003] <b>[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.]</b>			
<b>Jurisdiction of Contract:</b> 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)			
<b>Former Public Servants</b> 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"		
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"		
<b>Security Clearance Level of Bidder</b> [include both the level and the date it was granted] <b>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</b>			

Solicitation Number:  
W639-17-P5LP/B

Amendment Number:

Buyer ID:  
013ips

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:

1. The Bidder considers itself and its proposed resources 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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**FORM 2**

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -  
CERTIFICATION**

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

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

Solicitation Number:  
W639-17-P5LP/B

Amendment Number:

Buyer ID:  
013ips

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**FORM 3**

**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);

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**FORM 4**

**SET-ASIDE FOR ABORIGINAL BUSINESS - CERTIFICATION**

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.40, Supply Manual (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/9/40>).
2. The Bidder:
  - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
  - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
  - i.  The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

**OR**

  - ii.  The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
  - i.  The Aboriginal business has fewer than six full-time employees.

**OR**

  - ii.  The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

I, \_\_\_\_\_ am an owner and/or full-time employee of \_\_\_\_\_.  
(NAME) (NAME OF BUSINESS)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

**FORM 5**

**CANADIAN CONTENT CERTIFICATION**

Canadian Content Certification	
As described in the solicitation, bids with at least 80% Canadian content are being given a preference. For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T.	
On behalf of the bidder, by signing below, I confirm that [ <i>check the box that applies</i> ]:	
At least 80 percent of the total bid price consists of Canadian goods and services (as defined in the solicitation)	
Less than 80 percent of the total bid price consists of Canadian goods and services (as defined in the solicitation)	
Name of the Authorized Representative of Bidder: _____	
Signature of the Authorized Representative of Bidder: _____	
Solicitation Number: _____	