



**Purchasing Office | Bureau des Achats**  
Data Center and Workplace Technology Devices  
Procurement Division |  
Division de l'approvisionnement des centres de  
données et appareils technologiques en milieu de  
travail  
Procurement and Vendor Relationships |  
Acquisitions et relations avec les fournisseurs  
Shared Services Canada | Services partagés Canada  
180 rue Kent St.  
PO Box/CP 9808 STS T CSC,  
Ottawa Ontario, K1G 4A8

Submit bids to:  
Email: Julie.Dessureault@canada.ca

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

Proposal To: Shared 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 thereof.

**Proposition aux:** Services partagés Canada  
Nous offrons par la présente de vendre à Sa Majesté  
la Reine du chef du Canada, aux conditions énoncées

**Instructions : See Herein**  
ou incluses par référence dans la présente et aux  
annexes ci-jointes, les biens, services et construction  
énumérés ici sur toute feuille ci-annexées, au(x) prix  
indiqué(s)

**Comments - Commentaires**

**This document contains a Security  
Requirement**

<b>Title – Sujet</b> Psychometric testing tool	
<b>Solicitation No. – N° de l'invitation</b> R000032521	<b>Date</b> September 24, 2018
<b>Client Reference No. – N° référence du client</b> R000032521	
<b>GETS Reference No. – N° de reference de SEAG</b>	
<b>Solicitation Closes – L'invitation prend fin</b> <b>at – à 02 :00 PM</b> <b>on – le November 5, 2018</b>	<b>Time Zone</b> Fuseau horaire EDT
<b>F.O.B. - F.A.B.</b> Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b> Julie.Dessureault@canada.ca	<b>Buyer Id – Id de l'acheteur</b>
<b>Telephone No. – N° de téléphone :</b> 613-608-3114	<b>FAX No. – N° de FAX</b>
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b>  See Herein	

**Instructions: Voir aux présentes**

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

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Solicitation No. - N° de l'invitation  
R0000032521

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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**List of Annexes:**

Annex "A"	Statement of Work
Annex "B"	Basis of Payment
Annex "C"	Security Requirement Check List (SRCL)
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Annex "E"	Task Authorization Form

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement associated with the requirement.

### **1.2. Statement of Work (SOW)**

#### **1.2.1 Summary**

Shared Services Canada (SSC) requires Psychometric Testing Tool services within the National Capital Region (NCR) (on an as required basis) from contract award ending one (1) year later, plus two (2) irrevocable option years allowing Canada to extend the term of the contract.

### **1.3 Debriefings**

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

### **1.4 Conflict of Interest – Unfair Advantage**

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
  - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](#) Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

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

The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: "Sixty (60) days"

Insert: "one hundred and eighty (180) days".

### **2.2 Submission of Bids**

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

### **2.3 Enquiries - Bid Solicitation**

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.

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

### **2.4 Applicable Laws**

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

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

## **2.5 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 favor a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

## **2.6 Volumetric Data**

The **Total Estimated # required** has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada. The number used might not be consistent with this data. It is provided purely for information purposes.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

**(a) Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:

- i. Section I: Technical Bid
- ii. Section II: Financial Bid
- iii. Section III: Certifications not included in the Technical Bid

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

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

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

**(c) Canada's Policy on Green Procurement:** The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process See the [Policy on Green Procurement \(http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders are encouraged to:

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

**(d) Submission of Only One Bid from a Bidding Group:**

- i. The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will set aside all bids received from members of that bidding group.
- ii. For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation 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.

**(e) Joint Venture Experience**

Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet any given mandatory requirement of this bid solicitation. Joint venture members cannot pool their abilities to satisfy any single mandatory requirement of this bid solicitation. Wherever substantiation of a mandatory requirement is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. 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 solicitation period.

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 services, 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 requirement, 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.

**(f) Multiple Bids**

Multiple bids from the same Bidder (or a bid from a Bidder and another bid from any of its affiliates) are not permitted in response to this bid solicitation. Each Bidder must submit only a single bid. For the purpose of this bid solicitation, individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture. If any Bidder submits more than one bid (or an affiliate also submits a bid), either on its own or as part of a joint venture, Canada will choose in its discretion which bid to consider.



## **Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

The technical bid shall address all mandatory and technical criteria specified herein.

**Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment 1 to Part 3 with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

**Substantiation of Technical Compliance:** The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference to additional documentation within the bid" where bidders are requested to indicate where in their bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

**Customer Reference Contact Information:** If requested by Canada, the Bidder must provide customer references who must each confirm, the facts identified in the Bidder's bid. For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

The financial bid shall be submitted in accordance with the basis of payment detailed herein. Costs must not appear in any other area of the proposal except in the financial bid.

**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.

**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

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**ATTACHMENT 1 TO PART 3  
Bid Submission Form**

<b>BID SUBMISSION FORM</b>	
<b>Bidder's full legal name</b>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003]	Email
<b>Jurisdiction of Contract:</b> Province 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 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant Certification".	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 5 entitled "Former Public Servant Certification"
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
<b>Number of FTEs</b> [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This	

information is for information purposes only and will not be evaluated.]	
<b>Security Clearance Level of Bidder</b> <i>[include both the level and the date it was granted]</i>	
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 products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.	
<b>Signature of Authorized Representative of Bidder</b>	

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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 Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) 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 Interviews:** If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have five (5) working days following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada.
  - iii. **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 three (3) working days of a request by the Contracting Authority.
  - iv. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

#### 4.1.1 Technical Evaluation

**Mandatory Technical Criteria:** Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

**Point-Rated Technical Criteria:** Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

#### 4.1.2 Mandatory Technical Criteria

No.	Description		
<b>M1</b>	<p>The Bidder <b>MUST</b> have a Minimum of two (2) years' experience within the last three (3) year providing training and consultation services involving the use of psychometric tool for team building, leadership and career development purposes.</p> <p>The bidder must provide detailed project descriptions that include:</p> <ul style="list-style-type: none"> <li>• The client name, department and email for whom the work was conducted.</li> <li>• Project/Work start and end dates. (ex: Jan 2014 to Dec 2014).</li> <li>• Objective and scope.</li> <li>• Outcome of the project or work regarding the deliverables;</li> </ul>		
<b>M2</b>	<p>The Bidder <b>MUST</b> provide the CV's of two (2) resources who the Bidder intends to use to provide the training and advise the SSC facilitators (as per the Statement of Work). The CVs must state the individual's education, work history and relevant certifications which clearly indicate that the individual is qualified to provide instruction related to the use of psychometric tools.</p> <p><i>* Only 2 CVs will be accepted for evaluation purposes. All information must be included the CV's.</i></p> <p><b>**One (1) resource must be bilingual and must be able to provide training and support services in French and English and the advanced level.</b></p>		
<b>M3</b>	<p>In reference to M2, each resource for which a CV is provided <b>MUST</b> have two (2) years' experience within the last four (4) years in providing training, support and advice to facilitators/clients with respect to the interpretation of psychometric tools and their use for team building, leadership development and career development purposes.</p> <p>The bidder must provide two references per proposed resource that include the following information:</p> <ul style="list-style-type: none"> <li>• The client name, department and email for whom the work was conducted.</li> <li>• Detailed project description</li> <li>• Project/Work start and end dates. (ex: Jan 2014 to Dec 2014).</li> <li>• Objective and scope.</li> <li>• Outcome of the project or work regarding the deliverables;</li> </ul>		

<p><b>M4</b></p>	<p>The bidder must have a minimum of two (2) years within the last four (4) years delivering an existing Psychometric testing tool electronically to clients using an online platform. This includes creating and providing the individual assessments reports to participants.</p> <p>In order to demonstrate the experience the vendor must provide detailed project descriptions:</p> <ul style="list-style-type: none"> <li>• The client name, department and email for whom the work was conducted.</li> <li>• Detailed project description, including the number of tests administered.</li> <li>• Objective and scope.</li> <li>• The type of support provided to clients.</li> <li>• Project/Work start and end dates. (ex: Jan 2014 to Dec 2014).</li> <li>• Detailed description of the test delivery method used to deliverer test using an online platform.</li> <li>• An example of an individual assessment report that includes detailed descriptions for each of the following: behavioral preferences, including approach to challenges or stress, to interacting with others, and in responding to rules and structures (or way of adapting in reaction to their environment), innate talents and abilities, or "strengths", natural communication and leadership style and areas for development and suggested action strategies to develop as a leader.</li> <li>• Outcome of the project or work regarding the deliverables;</li> </ul>		
<p><b>M5</b></p>	<p>The bidder must have an existing online platform to deliver psychometric tests. The bidder must also demonstrate using a detailed description, how they use their existing online platform to deliver psychometric tests and how it could be accessed by SSC Facilitators to complete the following:</p> <ol style="list-style-type: none"> <li>a) assign the tests to specific individuals</li> <li>b) track individual completions</li> <li>c) track the total number of completions.</li> </ol>		
<p><b>M6</b></p>	<p>The vendor must provide a copy of certification indicating that are accredited to deliver their psychometric tool.</p>		

#### 4.1.3 Point Rated Technical Criteria

No.	Rated Evaluation Criteria		
R1	<p>In relation to M3, the bidder must provide two (2) references per proposed resource. One (1) reference per proposed resource will be contacted by SSC and asked the questions below:</p> <ul style="list-style-type: none"> <li>a) Did the resource demonstrate strong knowledge of the psychometric tool and its application for team building, leadership development and career development purposes? (5 points)</li> <li>b) Did the resource effectively incorporate actual situations or best practices into the provision of support and advice on the use of the tool? (5 points)</li> <li>c) Does the resource have strong communication skills? (5 points)</li> <li>d) Did the resource provide training on the use of the psychometric tool? (5 points)</li> </ul> <p>*The client reference will have three (3) business days to respond to the departmental representative to validate that the work performed met the client's expectations.</p>	<b>Maximum 20 pts</b>	
R2	<p>In relation to M3, each resource for which a CV is provided <b>MUST</b> have two (2) years' experience within the last four (4) years in providing training, support and advice to facilitators/clients with respect to the interpretation of psychometric tools and their use for team building, leadership development and career development purposes.</p> <p>The bidder must provide the following information:</p> <ul style="list-style-type: none"> <li>• The client name, department and email for whom the work was conducted.</li> <li>• Detailed project description</li> <li>• Project/Work start and end dates. (ex: Jan 2014 to Dec 2014).</li> <li>• Objective and scope.</li> <li>• Outcome of the project or work regarding the deliverables;</li> </ul>	<p><b>24 -36 months: 5 pts/per resource</b>  <b>37-48 months: 10 pts/per resource</b>  <b>49+ months: 15 pts/per resource</b></p> <p><b>Maximum: 30 points</b></p>	
R3	<p>In relation to M4, one reference will be contacted and asked the following questions:</p> <ul style="list-style-type: none"> <li>a) Did the online platform allow for administrator access to assign psychological tests to specific individuals? (</li> </ul>	<b>Maximum 25 points</b>	



	5points) b) Did the test "participants" receive an automatic email to invite them to complete the test? (5 points) c) Were participants able to successfully and easily access and use the electronic portal to complete the test? (5 points) d) Did the participants automatically receive their individual report, in a timely manner, following the psychometric test? (5 points) e) Did the individual reports include the following information: behavioral preferences, including approach to challenges or stress, to interacting with others, and in responding to rules and structures (or way of adapting in reaction to their environment), innate talents and abilities, or "strengths", natural communication and leadership style and areas for development and suggested action strategies to develop as a leader? (5 points)		
	<b>TOTAL Maximum points:</b> <b>Minimum Points (pass)</b>	<b>75 points</b> <b>38 points</b>	

#### 4.1.4 Financial Evaluation

The total bid price must be presented in the format detailed in Annex "B" - Basis of Payment for the period, from contract award ending one(1) year later, including two (2), 1 (one) year options to extend. All prices are firm and in Canadian dollars, GST or HST extra (if applicable).

#### 4.2 Basis of Selection

4.2.1 To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all the mandatory evaluation criteria; and
- c) obtain the required minimum number of points specified in the point rated technical criteria under 4.1.3.

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

Bidders are requested to provide a proposal for immediate requirement for Psychometric Testing Tool Services.

The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria will be recommended for award of a contract. Furthermore, in the event of both bids having the same pointed rated technical criteria score, the responsive bid with the lowest evaluated price will be recommended for award of a contract.

**Example:**

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Score (OS)</b>		190/200	180/200	170/200
<b>Price</b>		\$500.00	\$475.00	\$450.00 (the LR)
<b>Calculations</b>	Technical Merit Score (TMS)	$190/200 \times 70 = 66.50$	$180/200 \times 70 = 63$	$170/200 \times 70 = 59.50$
	Rate Score (RS)	$450/500 \times 30 = 27$	$450/475 \times 30 = 28.42$	$450/450 \times 30 = 30$
<b>Combined Rating (CR)</b>		93.50	91.42	89.50
<b>Overall Rating</b>		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>

**4.3 Security Requirement**

There are no security requirement associated with this requirement

**4.4 Insurance Requirements**

At bid solicitation stage the Supplier is required to have the following Insurance, as per Annex "C":

- a) Commercial General Liability Insurance
- b) All Risk Property Insurance
- c) Additional Insurance, as required

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **5.1 Certifications Precedent to Contract Award**

The certifications listed in "Attachment 1 to Part 5", Certifications, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **Certifications Required with the Bid**

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

#### **1. Federal Contractors Program - Certification**

- (a)** The Federal Contractors Program for Employment Equity (FCP) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.
- (b)** Suppliers who have been declared ineligible contractors by Employment and Social Development Canada (ESDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contract Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to fewer than 100 employees. Any bids from ineligible contractors will be declared non-responsive.
- (c)** If the Bidder does not fall within the exceptions enumerated in (d)(i) or (ii) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity to the Labour Branch of HRSDC.

- (d)** In Attachment 1 to Part 3 Bid Submission Form, each bidder is requested to indicate in its bid whether it is:
- (i) not subject to FCP, having a workforce of fewer than 100 permanent full or part-time employees in Canada;
  - (ii) not subject to FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
  - (iii) subject to the requirements of FCP, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but it has not previously obtained a certificate number from HRSD (because it has not bid before on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is required from the Bidder; or
  - (iv) subject to FCP-EE, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).

- (e)** Further information on the FCP-EE is available on the following ESDC Website:  
<https://www.canada.ca/en/employment-social-development.html>

## ATTACHMENT 1 TO PART 5 CERTIFICATIONS

### 1. Experience

The Bidder certifies that all the information provided with its bid, particularly the information pertaining to 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.

\_\_\_\_\_  
Signature of authorized Representative

\_\_\_\_\_  
Date

### 2. Status and Availability of Resources

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

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

\_\_\_\_\_  
Signature of authorized Representative

\_\_\_\_\_  
Date

### 3 Canadian Content Certification

**3.1** The Bidder warrants that the certification of Canadian Content submitted by the Bidder is accurate and complete, and that the goods, services or both to be provided under any contract are in accordance with the definition contained in clause A3050T.

**3.2** The Bidder must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Bidder must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under any contract resulting from the Supply Arrangement, or until settlement of all outstanding claims and disputes under the Supply Arrangement, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Bidder must provide all facilities for such audits, inspections and examinations, and must furnish all such

information as the representatives of Canada may from time to time require with respect to such records and documentation.

- 3.3** Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant any contract resulting from the Supply Arrangement.

### **Canadian Content Certification**

- 3.4** This procurement is solely limited to Canadian services.

The Bidder certifies that:

- ( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T (2014-11-27) Canadian Content Definition

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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 1. REQUIREMENT

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

### 2. STATEMENT OF WORK

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

#### 2.1.1 Task Authorization

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

#### 2.1.2 Task Authorization Process:

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form.

2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within one (1) calendar day of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### **2.1.3 Minimum Work Guarantee - All the Work - Task Authorizations**

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 3% of the Maximum Contract Value.

2. 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 paragraph 3. 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.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### **2.1.4 Periodic Usage Reports - Contracts with Task Authorizations**

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

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

The data must be submitted on a quarterly basis to the Technical Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;



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

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

#### Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain (*contracting authority to edit the text as applicable*):

#### For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

#### For all authorized tasks:

- i. 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 authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

### 3. STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

#### General Conditions:

- i. 2035 (2018-06-21), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

### 4. SECURITY REQUIREMENT

There are no security requirement associated with this requirement.

### 5. CONTRACT PERIOD

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
  - i. The "**Initial Contract Period**", which begins on contract award and ends one (1) year later; and
  - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

**(b) Option to Extend the Contract:**

- i. The Contractor grants to Canada the irrevocable options to extend the term of the Contract by up to (2) two additional (1) one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- ii. Canada may exercise these options at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

**6. AUTHORITIES**

**(a) Contracting Authority**

Name: Julie Dessureault  
Title: Supply Specialist  
Organization: Procurement and Vendor Relationships,  
Corporate Services  
Shared Services Canada  
Address: 180 Kent Street, 13<sup>th</sup> Floor, Ottawa, Ontario, K1G 4A8  
Telephone: 613-608-3114  
E-mail address: [Julie.Dessureault@canada.ca](mailto:Julie.Dessureault@canada.ca)

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

**(b) Technical Authority**

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. PAYMENT

### (a) Basis of Payment

- i. The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex 'B' to the limitation of expenditure specified in the authorized TA.
- ii. Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are excluded and Applicable Taxes are extra.
- iii. **Pre-Authorized Travel and Living Expenses:** Canada will not pay any travel or living expenses associated with performing the Work.
- iv. **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.
- v. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services is described elsewhere in the Contract.

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

Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of revisions, must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

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

**(c) Method of Payment:** Canada will pay the Contractor for work performed under each specific TA in accordance with the payment provisions of the Contract if:

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

**(d) 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

## 8. 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.
- e. The Contractor must provide the original and two copies of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.
- f. If applicable - The Contractor can submit invoices electronically through the SSC P2P portal in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed. In the alternative, the Contractor may seek the consent of the Contracting Authority to submit invoices using an alternative method.
- g. For Purchase Orders, the Contractor's invoice must indicate which line item(s) and the quantity for which it is invoicing.
- h. If the Contractor submitted an advance shipping notice, the invoice should be linked to this advance shipping notice in the SSC P2P portal. The Contractor may link more than one advance shipping notice to the invoice. The invoice must match the total quantity and price of the advance shipping notices.

## 9. CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid or any TA quotation is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the

Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

## 10. APPLICABLE LAWS

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

## 11. 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 (2018-06-21);
- (c) Supplementary General Conditions 4007 (XXXXXXX)
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance ;
- (g) Annex D, Task Authorization Form
- (h) the Contractor's bid dated [\_\_\_\_\_].

## 12. 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.

## 13. INSURANCE REQUIREMENTS

- (a) The Contractor must comply with the insurance requirements specified in Annex C. 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.
- (b) 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.
- (c) 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

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Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **14. ERRORS AND OMISSIONS LIABILITY INSURANCE**

- (a)** 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.
- (b)** 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.
- (c)** 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.

#### **15. LIMITATION OF LIABILITY – INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY**

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

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

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

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

**(c) Third Party Claims :**

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

**16. JOINT VENTURE**

(a) The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

- (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*

## **17. PROFESSIONAL SERVICES – GENERAL**

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

## **18. 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. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.



## **19. 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.

## **20. MATERIALS AND TOOLS**

All materials and tools required in the performance of the work including office space, associated supplies, computing devices and telephony equipment are to be provided by the vendor unless otherwise agreed to by the designated technical authority

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## ANNEX A

### STATEMENT OF WORK

**PROJECT TITLE:** Psychometric testing tool to support the development of employees at Shared Services Canada (SSC).

#### 1. DEPARTMENT'S REQUIREMENT

SSC requires access to a psychometric testing tool for approximately 3,000 individuals over the course of the next 3 years. This access must include associated services to support SSC's use of the test, including:

- support services to assist SSC employees with test completion, and SSC facilitators with administrator access
- analysis of the data provided by each participant
- provision of final report submitted to each participant
- advisory services on how to facilitate use and interpretation of the reports for SSC facilitators

SSC will also occasionally require training services to certify SSC facilitators in the use of the test.

#### 2. BACKGROUND

SSC has identified the need to reinforce the leadership skills and competencies of its leaders. As such, the Learning and Development Unit has developed an internal Leadership Development Program (LDP) for delivery to leaders at various levels of the organization.

The LDP includes a component focusing on increasing the self-awareness of participants to help them better understand their own strengths, tendencies and motivations, and to predispose them to better acknowledge and understand others. Each participant will be required to complete a psychometric test before attending the LDP and must be provided with a detailed report on their personal profile based on their responses.

During the LDP sessions, SSC facilitators will guide participants in a group discussion of the profiles and how they can be used to improve their personal leadership practices.

These SSC facilitators may occasionally use the tool in contexts other than the LDP. In particular, they may use it to support the delivery of sessions focused on team building or career planning and development.

#### 3. SCOPE OF WORK

**3.1 Design of the testing tool:** the type of test required is a **self-report inventory**, where a person is asked to indicate how well certain items describe their personality traits and the way they deal with situations. It must be appropriate for use by all employees at all levels, including Executives, and be designed to uncover insights about an individual's values, behaviors, skills, and leadership style. The resulting information must be suitable as the basis for a wide range of facilitated discussions involving the participants, which may focus on the following:

1. Individual development: to better understand themselves and others
2. Leadership development: to determine how to best improve their current leadership skills and performance
3. Team building: to more effectively build and maintain positive working relationships
4. Career planning and development: to uncover value and interests that are fundamental to overall career satisfaction

The test and resulting analysis must draw from established theories of psychological types and motivation. In order to more effectively address all of the above purposes, it is preferred that the test

synthesize multiple psychometric tools that been established as highly valid and reliable, such as the Myers-Briggs Type Indicator (MBTI) and the DISC system of William Moulton Marston.

The analysis of the responses must produce a personality profile that uses a simple framework to categorize key psychological types. It must also produce more specific information as described in section 3.3

**3.2 Delivery of the testing tool:** The vendor must administer the psychometric test through an online platform that is available for use in both English and French. The content of the test must also be available in both English and French. This platform must be available to participants from both their home and SSC work computers. Upon request by the Technical Authority, an alternative option must be provided to any employee who cannot or prefers not to complete the test through the online platform, for example, completion through verbal responses over the phone and/or paper copy. The vendor will be responsible to manually enter the data into the online platform on behalf of SSC. This is to ensure full accessibility for all users, including persons with disabilities.

**3.3 Final Reports:** Following each test completion, the vendor will complete a computer data analysis of the responses and generate a report in Word format within 24 hours of completion for each individual. The standard report must provide specific information about the individual's personality in the following areas:

- a) values and attitudes, including the relative strength and importance of various motivations for the individual
- b) cognitive preferences, including modes of perception and decision-making style
- c) behavioral preferences, including approach to challenges or stress, to interacting with others, and in responding to rules and structures (or way of adapting in reaction to their environment)
- d) innate talents and abilities, or "strengths"
- e) natural communication and leadership style

As well, the vendor must provide related insights and recommendations for the individual concerning areas for development and suggested action strategies to develop as a leader. This could be addressed in the standard report or as part of an annex.

**3.4 Team Reports:** The vendor must be able to summarize and combine together the profiles of multiple individuals into a team profile, to include overall analysis of strengths and gaps, as and when requested by the SSC facilitators. This will only be an occasional requirement, as it is not a standard component of the LDP.

**3.5 Managing access to test completions:** The vendor must allow SSC facilitators (up to five individuals) to assign the tests to specific individuals through "Administrator Access". The SSC facilitators will use the online platform to enter each participant's name and email address, resulting in automated invitations being sent out to participants. The automated email invitation must include instructions, in both English and French, on how to complete the test, the website where the test can be completed and the Help Desk contact information.

Once each participant completes the test an automated email will be sent to the SSC facilitators/technical authority immediately following test completion to advise them when an individual has completed the test.

The vendor will not gather or store information from participants that is sensitive, such as date of birth or any other specific information.

**3.6 Monitoring and Reporting:** Administrator access must include the ability to view a summary of all test completions, indicating the names and completion dates as well as the number of tests that have been provided and the number of tests remaining. SSC facilitators must also have the ability to access the profiles/test results for all participants, either from the platform or upon request.

**3.7 Training Services:** As and when requested by SSC, the vendor must provide training to SSC facilitators in the use of the testing tool. The training will take place in the National Capital Region (SSC or vendor's location) over approximately 3 days, as required by SSC. The training must cover the following topics:

- a) Knowledge transfer pertaining to the tool itself and its components
- b) How to provide interpretation services to internal clients
- c) How to facilitate information sessions in regards to the tool

**3.8 Help Desk Services:** The services that must be associated with access to the test include support services should an SSC employee have difficulty completing the test. This may include alternative methods of administering the test as mentioned in section 3.2. The service staff must also assist SSC facilitators should they have difficulty with administrator access, and fulfill their requests for team profiles, as required.

Access to advisory services must also be included under the "Tests", to support the SSC facilitators who have been trained as noted in section 3.7, should they have follow-up questions on how to apply the training while facilitating the LDP or other sessions.

These services must be available by telephone and by email, from Monday-Friday, between 8:00am to 4:00pm (Eastern Time), and the vendor must be able to provide services in both English and French.

**4 Interpretation:** In the case of disputes regarding interpretation of statement of this Statement of Work or any of the terminology contained herein, the ruling of the Technical Authority shall prevail.

**5 Proprietary Information:** All information and documents made available to the contractor during the course of this project are deemed proprietary, and shall be returned to the Crown upon completion of the tasks specified in this Statement of Work or upon termination of the contract.

**6 Non-Disclosure:** All work carried out by the contractor with respect to this Statement of Work will remain the property of the Crown. All reports, documentation, and extensions thereto shall remain the property of the Crown and the contractor shall not divulge, disseminate or reproduce such reports and/or documentation to any other person without the prior written permission of the Crown.

## 7. Travel

The vendor will not be required to travel outside of the National Capital Region. However, if travel is deemed necessary, Travel and Living expenses will only apply when the Contractor is requested to work outside the National Capital Region. If required, the Project Authority must authorize travel in advance, in writing.

Invoices for Travel and Living costs are to be supported by documentation (receipts) and will be reimbursed in accordance with the Treasury Board Policy and Guidelines on Travel in effect at the time of travel at actual cost with no allowance for mark-up or profit. Charges for air travel shall not exceed that for economy travel.

**ANNEX B**

**BASIS OF PAYMENT**

**Volumetric Data:** The **Total Estimated # required** has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada. The number used might not be consistent with this data. It is provided purely for information purposes.

Proposed rates are to be expressed in Canadian Dollar; GST, HST extra (if applicable)

**A) INITIAL CONTRACT PERIOD**

*Approximate number of Psychometric Tests: 2000 tests*

*Approximate number Training Course for SSC Facilitators: 2-3 sessions*

<b>SERVICE</b>	<b>Cost/Unit</b>
Psychometric Tool (Per Test)	
Training Course for Shared Services Canada(SSC) facilitators (per session)	
TOTAL:	

**B) OPTION YEAR 1**

*Approximate number of Psychometric Tests: 1000*

*Approximate number Training Course for SSC Facilitators: 2-3 sessions*

<b>SERVICE</b>	<b>Cost/Unit</b>
Psychometric Tool (Per Test)	
Training Course for Shared Services Canada(SSC) facilitators (per session)	
TOTAL:	

**C) OPTION YEAR 2**

*Approximate number of Psychometric Tests: 1000*

*Approximate number Training Course for SSC Facilitators: 2-3 sessions*

<b>SERVICE</b>	<b>Cost/Unit</b>
Psychometric Tool (Per Test)	
Training Course for Shared Services Canada(SSC) facilitators (per session)	
<b>TOTAL:</b>	

<b>Total Bid Price</b>	
(Initial Contract Period + Option Period 1+Option Period 2	\$ <TBD>
<b>Applicable taxes</b>	\$

## ANNEX C

### INSURANCE REQUIREMENTS

#### Commercial General Liability Insurance

- (a)** 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.
- (b)** The Commercial General Liability policy must include the following:
- i. 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.
  - ii. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - iii. 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.
  - iv. 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.
  - v. 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.
  - vi. 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.
  - vii. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - viii. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - ix. 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.
  - x. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - xi. 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.
  - xii. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - xiii. 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.

### **All Risk Property Insurance**

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$2,000,000.00. The Government's Property must be insured on Replacement Cost (new) basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The All Risks Property insurance policy must include the following:
  - (a) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
  - (b) Loss Payee: Canada as its interest may appear or as it may direct.
  - (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Federal Government Department who issued the call up document and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

### **Additional Insurance**

Notwithstanding the Contractor's requirement to maintain insurance pursuant to Annex "D", the Identified User hereby reserves the right to make a special declaration for goods whose value exceeds the Contractor's limit of insurance coverage. Upon such a declaration, the Contractor must provide a separate estimate and the Identified User must be responsible for the additional premium.



**ANNEX D****TASK AUTHORIZATION FORM**

<b>TASK AUTHORIZATION</b>			
<b>Contractor:</b>		<b>Contract Number:</b>	
<b>Task Number:</b>		<b>Date:</b>	
<b>Amendment Number:</b>			
<b>TA Request (For completion by Technical Authority)</b>			
<b>1. Description of Work to be Performed</b>			
<b>Statement of Work</b>			
<b>Description of any Deliverable(s) required (including the required format and media)</b>			
Any reporting obligations and deadlines for submitting the reports as they will apply to the resulting Contract will be described here.			
<b>2. PERIOD OF SERVICES</b>		<b>From:</b> _____	<b>To:</b> _____
<b>3. Work Location</b>			
<b>4. Other Conditions /Restraints</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Specify:</b>
<b>5. Travel</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Specify:</b>
<b>6. Basis of Payment</b>		<b>Limitation of Expenditure</b> [ ]	<b>Ceiling Price</b> [ ]
		<b>Firm Price</b> [ ]	
<b>7. METHOD OF PAYMENT:</b>			
<input type="checkbox"/> Single <input type="checkbox"/> Monthly <input type="checkbox"/> Milestones			
<b>8. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL</b>			
<input type="checkbox"/> Secret			
<b>9. BILINGUALISM (if applicable)</b>			
<input type="checkbox"/> English and French <input type="checkbox"/> French <input type="checkbox"/> English			
If both, the categories of personnel requiring bilingualism include:			

**TA Proposal**  
**[For completion by Contractor]**

**10. Estimated Cost Contract**

Category and Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate	Estimated # of Days	Total cost
<b>Sub-total Professional Fees:</b>				
<b>HST:</b>				
<b>Total:</b>				

**TA Approval**

**11. Signing Authorities**

	Signatures of Authorized Representatives	Date
Name & Title of Individual Authorized to Sign on Behalf of Contractor:		
Name & Title of Individual Authorized to Sign on Behalf of Technical Authority:		
Name & Title of Contracting Authority:		

**12. Invoicing**

Payment to be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Project Authority. Total of payments not to exceed the grand total.

The supplier must invoice in ¼, ½, ¾ or whole day increments. For example 1.00, 1.25, 1.50 or 1.75 days.

Original invoices shall be sent to the Project Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority or its designated authority.

Email submission of invoices and supporting documents is acceptable.