



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

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480C  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

This document contains Security Requirements.

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Title - Sujet</b> Computer Forensic Services	
<b>Solicitation No. - N° de l'invitation</b> W3048-19KE39/A	<b>Date</b> 2019-01-28
<b>Client Reference No. - N° de référence du client</b> W3048-19KE39	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-018-7723	
<b>File No. - N° de dossier</b> TOR-8-41168 (018)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-02-20</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Pan, Long	<b>Buyer Id - Id de l'acheteur</b> tor018
<b>Telephone No. - N° de téléphone</b> (416) 262-0724 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE ATTN BLDG 14 SUPPLY 8355 FRANKTOWN RD RICHMOND Ontario K0A2Z0 Canada	

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

**SOLICITATION No. - N° DE L'INVITATION**  
**W3048-19KE39/A**  
Client Ref. No. - N° de réf. du client

**AMD. No. - N° DE LA MODIF.**  
File No. - N° du dossier

**BUYER ID - ID DE L'ACHETEUR**  
**TOR018**  
CCC No./N° CCC - FMS No./N° VME

**BID SOLICITATION**

**FOR CONTRACTS AGAINST A SUPPLY ARRANGEMENT**

**FOR**

**TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)**

**(TIER 2 - NCR)**

**FOR COMPUTER FORENSIC SERVICES**

**FOR**

**DEPARTMENT OF DEFENCE (DND)**

## **TABLE OF CONTENTS**

### **PART 1 – GENERAL INFORMATION**

- 1.1 INTRODUCTION
- 1.2 SUMMARY
- 1.3 DEBRIEFINGS

### **PART 2 – BIDDER INSTRUCTIONS**

- 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
- 2.2 SUBMISSION OF BIDS
- 2.3 ENQUIRIES - BID SOLICITATION
- 2.4 FORMER PUBLIC SERVANT
- 2.5 APPLICABLE LAWS
- 2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD
- 2.7 BASIS FOR CANADA'S OWNERSHIP OF THE INTELLECTUAL PROPERTY (IP)

### **PART 3 – BID PREPARATION INSTRUCTIONS**

- 3.1 BID PREPARATION INSTRUCTIONS
- 3.2 SECTION I: TECHNICAL BID
- 3.3 SECTION II: FINANCIAL BID
- 3.4 SECTION III: CERTIFICATIONS

### **PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

- 4.1 EVALUATION PROCEDURES
- 4.2 TECHNICAL EVALUATION
- 4.3 FINANCIAL EVALUATION
- 4.4 BASIS OF SELECTION

### **PART 5 – CERTIFICATIONS**

- 5.1 CERTIFICATIONS REQUIRED WITH BID
- 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION
- 5.3 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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

- 6.1 SECURITY REQUIREMENT
- 6.2 CONTROLLED GOODS REQUIREMENT

### **PART 7 – RESULTING CONTRACT CLAUSES**

- 7.1 REQUIREMENT
- 7.2 STANDARD CLAUSES AND CONDITIONS
- 7.3 SECURITY REQUIREMENT
- 7.4 CONTRACT PERIOD

- 7.5 AUTHORITIES
- 7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS
- 7.7 PAYMENT
- 7.8 INVOICING INSTRUCTIONS
- 7.9 CERTIFICATIONS
- 7.10 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR
- 7.11 COPYRIGHT IN MATERIAL
- 7.12 APPLICABLE LAWS
- 7.13 PRIORITY OF DOCUMENTS
- 7.14 INSURANCE REQUIREMENTS
- 7.15 CONTROLLED GOODS PROGRAM
- 7.16 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY
- 7.17 JOINT VENTURE
- 7.18 PROFESSIONAL SERVICES - GENERAL
- 7.19 SAFEGUARDING ELECTRONIC MEDIA
- 7.20 REPORTING REQUIREMENTS
- 7.21 REPRESENTATIONS AND WARRANTIES
- 7.22 ACCESS TO CANADA'S PROPERTY AND FACILITIES
- 7.23 GOVERNMENT PROPERTY
- 7.24 IDENTIFICATION PROTOCOL RESPONSIBILITIES
- 7.25 SACC MANUAL CLAUSE

List of Annexes to the Resulting Contract:

Annex A Statement of Work  
Annex B Basis of Payment  
Annex C Security Requirements Check List (SRCL)

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

Attachment 3.1: Bid Submission Form

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

Attachment 4.1: Bid Evaluation Criteria

List of Attachments to Part 5 (Certifications):

Attachment 5.1: FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

## PART 1 - GENERAL INFORMATION

### 1.1 INTRODUCTION

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

**Part 1 General Information:** provides a general description of the requirement;

**Part 2 Bidder Instructions :** provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

**Part 3 Bid Preparation Instructions:** provides bidders with instructions on how to prepare their bid;

**Part 4 Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

**Part 5 Certifications:** includes the certifications to be provided;

**Part 6 Security, Financial and Other Requirements:** includes specific requirements that must be addressed by bidders; and

**Part 7 Resulting Contract Clauses:** includes the clauses and conditions that will apply to any resulting contract.

The annexe and attachments include the Statement of Work, the Basis of Payment, Security Requirements Check List (SRCL), the Bid Evaluation Criteria, the Bid Submission Form, and any other annexes or attachments.

### 1.2 SUMMARY

- a. This bid solicitation is being issued to satisfy the requirement of Department of National Defence (DND) (the "Client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- b. It is intended to result in the award of one (1) contract for one (1) year, plus two (2) one-year irrevocable options allowing Canada to extend the term of the contract(s)
- c. There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- d. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- e. The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the attachment titled "Federal Contractor's Program for Employment Equity - Certification."
- f. Only selected TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the National Capital Region under the EN578-170432 series of SAs are invited to compete. The TBIPS Supply Arrangement EN578-170432 is incorporated by reference and forms part of this bid solicitation, as though expressly set

out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.

- g. SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-170432 as that joint venture at the time of bid closing in order to submit a bid.
- h. This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.
- i. The Resource Categories described below are required in accordance the [TBIPS Categories of Personnel Descriptions](http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>):

Resource Category	Level of Expertise	Number of Resources Required	Security Clearance Level Required
Stream 6: C.15. Computer Forensics Specialist	3	2	Top Secret

### 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 provided in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).
- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- c. The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

### 2.2 SUBMISSION OF BIDS

- a. Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation. Bids must NOT be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.
- b. Bids must be delivered to the following location, by the time and date indicated below:

Bid Receiving - PWGSC  
33 City Centre Drive, Suite 480C  
Mississauga, Ontario, L5B 2N5

Or by email: [TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)

Bids/Offeres will not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions

**Bid Receiving Unit Address is Solely for Delivery of Bids:** The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

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

### 2.3 ENQUIRIES - BID SOLICITATION

- a. All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 FORMER PUBLIC SERVANT

a. Information Required

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

b. Definitions

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

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

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

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

c. Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental web sites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) (<http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp>) and the [Guidelines on the Proactive Disclosure of Contracts](#) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676>).

d. Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:



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

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

## 2.5 APPLICABLE LAWS

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

***Note to Bidders:*** A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their bid submission.

## 2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

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

## 2.7 BASIS FOR CANADA'S OWNERSHIP OF THE INTELLECTUAL PROPERTY (IP)

Canada has determined that any Material subject to copyright arising from the performance of the Work under the Contract will belong to Canada, as per Appendix A of the [Treasury Board Policy 'Title to Intellectual Property Arising Under Crown Procurement'](http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html) (<http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html>).

## 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 (4 hard copies)
- ii. Section II: Financial Bid ( 2 hard copies)
- iii. Section III: Certifications not included in the Technical Bid ( 2 hard copies)

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:**

- i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:
  - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;

- C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
    - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
  - iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.
- e. Joint Venture Experience:
  - i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

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

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
  - iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

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

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

That show in total 100 billable days.
  - iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

### 3.2 SECTION I: TECHNICAL BID

The technical bid consists of the following:

- i. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment 3.1 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, 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.
- ii. **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

SECURITY INFORMATION:

Name of individual as it appears on security clearance application form: \_\_\_\_\_

Level of security clearance obtained: \_\_\_\_\_

Validity period of security clearance obtained: \_\_\_\_\_

Security Screening Certificate and Briefing Form file number: \_\_\_\_\_

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

- iii. **Substantiation of Technical Compliance:**  
The technical bid must substantiate the compliance of the bidder and its products and services with the specific requirements of Attachment 4.1 Bid Evaluation Criteria, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Cross Reference to Proposal" column of Attachment 4.1, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- iv. **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Attachment 4.1. The same individual must not be proposed for more than one Resource Category. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
  - A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work
  - B. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).

- C. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
  - D. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
  - E. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
  - F. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
- v. Customer Reference Contact Information:
- A. In conducting its evaluation of the bids, Canada may, but will have no obligation to request that a bidder provide customer references. If Canada sends such a written request, the bidder will have 2 working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive. These customer references must each confirm if requested by Canada, the information required by the facts identified in the Bidder's bid, as required by Attachment 4.1.
  - B. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. 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.

### 3.3 SECTION II: FINANCIAL BID

- a. Pricing: Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex B of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single,

firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.

- c. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- d. **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.4 SECTION III: CERTIFICATIONS

Bidders are to submit the certifications required under Part 5 that have not been included in the Technical Bid.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 EVALUATION PROCEDURES

- a. Bids will be evaluated 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 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 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.

### 4.2 TECHNICAL EVALUATION

- a. **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. The Mandatory evaluation criteria are described in Attachment 4.1 - Bid Evaluation Criteria.
- b. **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. The rated requirements are described in Attachment 4.1 - Bid Evaluation Criteria.
- c. **Reference Checks :**
  - i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders *within a 48-hour period* using the email address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's email was sent.

- ii. On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). *The Bidder will have 24 hours to submit the name of a new contact. That contact will again be given 5 working days to respond once Canada sends its reference check request.*
- iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- iv. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- v. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

#### 4.3 FINANCIAL EVALUATION

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The Total Evaluated Price will be the sum of Table 1 (2 x 225 x Proposed Per Diem Rate) + Table 2 (2 x 50 x Proposed Per Diem Rate) + Table 3 (2 x 225 x Proposed Per Diem Rate) + Table 4 (2 x 50 x Proposed Per Diem Rate) + Table 5 (2 x 225 x Proposed Per Diem Rate) + Table 6 (2 x 50 x Proposed Per Diem Rate)

#### 4.4 BASIS OF SELECTION

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % (insert the percentage for technical merit) for the technical merit and 40 % for the price.
4. 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 60%.



5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd

## 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 in accordance with the articles below.

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

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

### 5.1 CERTIFICATIONS REQUIRED WITH BID

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

**a. Declaration of Convicted Offences**

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

### 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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.

**a. Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page)).

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

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

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), for each member of the Joint Venture.

### 5.3 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

#### a. Professional Services Resources

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

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

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

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

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

#### b. Certification of Language - English Essential

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

#### c. Submission of Only One Bid

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

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 SECURITY REQUIREMENT

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of TOP SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. This contract includes access to Controlled Goods. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
3. The Contractor personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive work site(s) must be citizens of Canada and must EACH hold a valid personnel security screening at the level of TOP SECRET SIGINT, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
4. The Contractor personnel requiring access to COMSEC information/assets must be a citizen of Canada, hold a valid security clearance commensurate with the information/assets that will be accessed, have a need-to-know and have undergone a COMSEC briefing and signed a COMSEC Briefing certificate. Access by foreign nationals or resident aliens must be approved by the Head of IT Security Client Services at CSEC on a case-by-case basis.
5. The Contractor/Offeror MUST NOT remove any CLASSIFIED/PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
6. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
7. The Contractor must complete and submit a Foreign Ownership, Control and Influence (FOCI) Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to COMSEC / INFOSEC or CLASSIFIED NATO / FOREIGN information/assets. Public Works and Government Services Canada (PWGSC) will determine if the company is "Not Under FOCI" or "Under FOCI". When an organization is determined to be Under FOCI, PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed "Not Under FOCI through Mitigation".
8. The contractor shall at all times during the performance of the contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of Not Under FOCI or Not Under FOCI through Mitigation.
9. All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation.
10. The Contractor/Offeror must also comply with the provisions of the:
  - (a) Security Requirements Check List, attached at Annex C;
  - (b) Industrial Security Manual (latest edition).

### 6.2 CONTROLLED GOODS REQUIREMENT

- a. SACC Manual clause A9130T (2014-11-27) Controlled Goods Program
- b. In the case of a joint venture bidder, each member of the joint venture must meet the requirements of the Controlled Goods Program.

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 REQUIREMENT

- a. (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Optional Services:** The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B - Basis of Payment of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.
- c. **Client:** Under the Contract, the "**Client**" is Department of National Defence.
- d. **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.
- e. **Defined Term:** 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. Also, the following words and expressions have the following meaning:
  - i. Any reference to an Identified User is a reference to the Client.
  - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
  - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

### 7.2 STANDARD CLAUSES AND CONDITIONS

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

#### a. General Conditions :

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

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

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

5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of

- a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
- b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

b. Supplemental General Conditions :

The following Supplemental General Conditions:

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

### 7.3 SECURITY REQUIREMENT

The following Security Requirement Check List (SRCL and related clauses) applies to the Contract.

2. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of TOP SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. This contract includes access to Controlled Goods. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
3. The Contractor personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive work site(s) must be citizens of Canada and must EACH hold a valid personnel security screening at the level of TOP SECRET SIGINT, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
4. The Contractor personnel requiring access to COMSEC information/assets must be a citizen of Canada, hold a valid security clearance commensurate with the information/assets that will be accessed, have a need-to-know and have undergone a COMSEC briefing and signed a COMSEC Briefing certificate. Access by foreign nationals or resident aliens must be approved by the Head of IT Security Client Services at CSEC on a case-by-case basis.
5. The Contractor/Offeror MUST NOT remove any CLASSIFIED/PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
6. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
7. The Contractor must complete and submit a Foreign Ownership, Control and Influence (FOCI) Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain

unauthorized access to COMSEC / INFOSEC or CLASSIFIED NATO / FOREIGN information/assets. Public Works and Government Services Canada (PWGSC) will determine if the company is "Not Under FOCI" or "Under FOCI". When an organization is determined to be Under FOCI, PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed "Not Under FOCI through Mitigation".

8. The contractor shall at all times during the performance of the contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of Not Under FOCI or Not Under FOCI through Mitigation.
9. All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation.
10. The Contractor/Offeror must also comply with the provisions of the:
  - (a) Security Requirements Check List, attached at Annex C;
  - (b) Industrial Security Manual (latest edition).

#### 7.4 CONTRACT PERIOD

- a. **Contract Period** : The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
  - i. The "Initial Contract Period", which begins on the date the Contract is awarded and ends 1 year after ; and
  - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract** :
  - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional one (1)-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
  - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

#### 7.5 AUTHORITIES

##### a. Contracting Authority

The Contracting Authority for the Contract is:

Name: Long Pan  
Title: Supply Team Leader  
Organization: Public Services and Procurement Canada  
Address: 33 City Centre Drive, 4th Floor, Suite 480C. Mississauga, Ontario L5B 2N5  
Telephone: 416-262-0724  
Facsimile: 905-615-2023  
E-mail address: long.pan@pwgsc-tpsgc.gc.ca

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

b. **Technical Authority** *[To be provided at time of Contract award]*

The Technical Authority for the Contract is:

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

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

c. **Contractor's Representative**

**Note to Bidders:** The Contractor's Representative, Contracting Authority, Technical Authority and contact information will be identified at the time of contract award.

## 7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

## 7.7 PAYMENT

a. **Basis of Payment**

- i. **Professional Services:** For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Annex "B", Basis of Payment, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- ii. **Pre-Authorized Travel and Living Expenses:**

- A. For the requirements to travel described in section 9 of Annex A - Statement of Work, the Contractor will be reimbursed its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". All travel must have the prior authorization of the Technical Authority.
- B. The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers.
- C. Canada will not accept any travel and living expenses for any travel required between the Contractor's place of business and or any relocation of resources required to satisfy the terms of the Contract.



All payments are subject to government audit.

**Travel Status Time:** The Contractor will be able to charge for time spent travelling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location in accordance with the firm per diem rate set out in Annex "B" which is based on a 7.5-hour workday.

- iii. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- iv. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- 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 are described elsewhere in the Contract.

**b. Limitation of Expenditure**

- i. Canada's total liability to the Contractor under the Contract 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 *excluded* and applicable taxes are extra.
- ii. 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.
- iii. 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 contract funds provided are inadequate for the completion of the Work,whichever comes first.
- iv. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

**c. Monthly Payment** Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if :

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.

d. Time Verification

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

e. Payment Credits

i. Failure to Provide Resource:

- A. If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of *10 days*.
- B. **Corrective Measures:** If credits are payable under this Article for *two consecutive months* or for *three months in any twelve-month period*, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and *20 working days* to rectify the underlying problem.
- C. **Termination for Failure to Meet Minimum Availability Level :** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor *3 months'* written notice of its intent, if any of the following apply :
  - 1. the total amount of credits for a given monthly billing cycle reach a level of *10%* of the total billing for that month; or
  - 2. the corrective measures required of the Contractor described above are not met.

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

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

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

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

## 7.8 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.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original 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.

## 7.9 CERTIFICATIONS

- a. 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.

## 7.10 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.202131537.154425323.1406223033)" list ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.202131537.154425323.1406223033](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.202131537.154425323.1406223033)). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 7.11 COPYRIGHT IN MATERIAL

- a. In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract that is required by the Contract to be delivered to Canada and in which copyright subsists, excluding any computer software code and all documentation manuals or guides intended to assist end users or technicians in respect of that code. "Material" does not include anything created by the Contractor before the award date of the Contract.

- b. Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- c. The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.
- d. The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

## 7.12 APPLICABLE LAWS

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

## 7.13 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. Supplemental general conditions, in the following order :
  - i. 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- c. General Conditions 2035 (2018-06-27);
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. the Contractor's bid dated \_\_\_\_\_, as amended \_\_\_\_\_.

## 7.14 INSURANCE REQUIREMENTS

### A. Compliance with Insurance Requirements

- 1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- 2. 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.
- 3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide

the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### B. Commercial General Liability Insurance

1. 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.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insured: 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.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

### C. Errors and Omissions Liability Insurance

1. 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.
2. 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.
3. The following endorsement must be included:

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

### 7.15 CONTROLLED GOODS PROGRAM

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

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

### 7.16 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.

#### 7.17 JOINT VENTURE

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

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

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

## 7.18 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 (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

### Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
  - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
  - b. security information on the proposed replacement as specified by Canada, if applicable.The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
  - b. assess the information provided under (c) (1) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (2) (a) above, or require another replacement in accordance with this sub article (c).

Where an Excusable Delay applies, Canada may require (c) (2) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that



the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

#### 7.19 SAFEGUARDING ELECTRONIC MEDIA

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

#### 7.20 REPORTING REQUIREMENTS

The Contractor must meet all the reporting requirements as described in Annex A - Statement of Work.

#### 7.21 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.

#### 7.22 ACCESS TO CANADA'S PROPERTY AND FACILITIES

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

#### 7.23 GOVERNMENT PROPERTY

Canada agrees to supply the Contractor with the items listed below (the "Government Property"). The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

#### 7.24 IDENTIFICATION PROTOCOL RESPONSIBILITIES

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

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative prior to the

commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;

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

#### **7.25 SACC Manual Clauses**

The following SACC Manual Clauses are incorporated by reference and form part of this Contract:

SACC Manual Clause A9062C Site Regulations 2011-05-16  
SACC Manual Clause C0711C Time Verification 2008-05-12  
SACC Manual Clause A9006C Defence Contract 2012-07-16  
SACC Manual Clause A9117C Direct Request by Customer 2007-11 -30  
SACC Manual Clause A9116C Information Reporting by 2007-11-30  
SACC Manual Clause C0100C Discretionary Audit 2010-01-11

**ANNEX A**  
**STATEMENT OF WORK**  
**FOR**  
**CANSOFCOM COMPUTER FORENSIC SERVICES**

**1. INTRODUCTION**

1.1 The Department of National Defence (DND) requires Computer Forensic services.

**2. BACKGROUND**

2.1 Within the Canadian Armed Forces (CAF), CANSOFCOM is responsible for a wide range of missions and tasks in response to a variety of threats. The operational environment is often complex and dynamic. A key contributor to the successful conduct of this group's assigned missions and tasks is the effective collection of information and data using a variety of leading edge technology platforms. To advance the development of Computer Forensic services, at client location, DND requires the support of two senior computer forensic specialists with skills and experience in Digital Media Forensics, Mobile Device Forensics and Identity Management Operations.

**3. OBJECTIVE**

3.1 The objective of this contract is as follows:

- to provide recommendations and assistance in the application of leading edge technologies;
- to develop Standard Operating Procedures (SOPs) and tactics; and
- to determine techniques and procedures pertaining to new operational equipment and capabilities.

**4. SCOPE OF WORK**

4.1 Personnel will be tasked with:

- a. Implementing CF Forensic policy, standards, procedures and guidelines;
- b. Maintaining or designing unique networks and computer systems software;
- c. Conducting exploitation using standard digital media exploitation techniques and software;
- d. Acquiring data from devices which are not commonly supported by COTS forensic products;

- e. Using common/uncommon techniques for acquiring data from defective/malfunctioning devices;
- f. Conducting work in secure laboratories or austere locations;
- g. Working uncommon or extended hours;
- h. Understanding and maintaining a chain of custody for evidence;
- i. Conducting forensic investigations and writing reports for digital media related incidents;
- j. Develop and instruct forensic techniques used to acquire data for investigations;
- k. Assist with other aspects of conducting exploitation or forensic investigations; and
- l. Utilize applicable software as required in order to achieve an end state as set by the technical authority.

#### 4.2 Reporting Requirements

Completion of the tasks described above will require the preparation of a number of documents and reports. The detailed requirements and format for the reports and documents will be provided by the Technical Authority (TA), as applicable.

On a monthly basis, the Contractor must submit a "Monthly Status Report" on the level of effort required for the month with the associated tasks and deliverables. The Monthly Status Report must be attached to the monthly invoice. As a minimum, each Monthly Status Report must document the following information:

- a. a total number of days charged for the Contractor's resource;
- b. cumulative number of hours charged for the Contractor's resource; and
- c. travel costs incurred including all applicable original receipts.

#### 5. LIMITATIONS AND CONSTRAINTS

- 5.1 There will be a requirement for the Contractor to access information available exclusively at Canada's facilities located at the client facility.
- 5.2 Decisions concerning revision or definition of policy, budgets, as well as contractual obligations and requirements, are excluded from the Contractor services. Contractor personnel shall limit themselves to provide comments and recommendations only to the Technical Authority (TA) on these issues.

- 5.3 The personnel of the Contractor providing the services shall be independent of direct control by servants of Canada and are not in any respect employees or servants of Canada.
- 5.4 During the performance of the Contract, the Contractor or his personnel shall not direct any departmental organizations, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action.
- 5.5 At all times during the provision of the required services, the Contractor personnel are not to have access to any proprietary information including but not limited to financial information (including unit prices or rates) or technical information concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain, (e.g. total value of contract(s) awarded). Proprietary technical information may be provided to Contractor personnel in the performance of the services if the "Non-Disclosure and Confidentiality Agreement" contained in the Request for Proposal is duly executed by the Contractor personnel.
- 5.6 All drawings, software codes, reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Contractor personnel in providing services under the Contract, remains the property of Canada and shall be used solely in support of this requirement. The Contractor shall be required to safeguard the preceding information and materials from unauthorized use and shall not release them to any third party, person or agency external to DND without the express written permission of the TA.
- 5.7 Such information and material shall be returned to the TA upon completion of the services or when requested by the TA.
- 5.8 All correspondence, either initiated by the Contractor personnel or by any section of DND, shall be submitted to the TA. Correspondence is defined as records of conversation or decisions as well as any written correspondence in any format.
- 5.9 The TA or other authorized departmental government representative shall have access at all times to the work and to the plant or facility where any part of the work is being performed.
- 5.10 The Contractor shall ensure that their personnel do not use Government of Canada or DND designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner lead others to perceive Contractor personnel as being an employee of Canada.

## 6. ESTIMATED LEVEL OF EFFORT

- 6.1 The estimated levels of effort are as indicated in the table below:

Resource Category	Qty	Estimated Level of Effort in days per occupational category		
		Firm Year	Optional Year 1	Optional Year 2

Computer Forensics Specialist -Senior	2	225days + 50 optional days for each resource	225days + 50 optional days for each resource	225days + 50 optional days for each resource
---------------------------------------	---	--	--	--

Note: 225 days represents the number of working days (less holidays and weekends)

## 7. DELIVERABLES

### 7.1. Senior Computer Forensic Specialist must:

- 7.1.1. Draft investigative reports;
- 7.1.2. Draft policy procedures and guidelines for effective application of forensic capabilities;
- 7.1.3. Report on tasks directly supporting the departmental Information Technology (IT) Security and Cyber Protection Program, including but not limited to:
  - a. Media and cell phone exploitation and analysis using open source and commercial tools;
  - b. Data extraction from devices not normally supported by COTS recovery products;
  - c. Data extraction from defective/malfunctioning devices;
  - d. Development of software tools using technologies such as, but not limited to:
    - i) Languages: Java, C++, Perl, Python;
    - ii) GUI building: Microsoft Windows, X11, MOTIF;
    - iii) Database: Oracle, SQL, ODBC; and
    - v) Networking Protocols: TCP/IP, Novell, Banyan Vines.
- 7.1.4. Address and respond in written communications to any questions or queries from users and administrators;
- 7.1.5. Review and analyze existing information management systems in order to develop recommendations on optimizing the availability of the information to satisfy technical and operational requirements;
- 7.1.6. Create written reports on consulting with stakeholders to define broad based forensic requirements across a wide variety of environments;
- 7.1.7. Develop and deliver training material relevant to the resource category;

- 7.1.8. Completion of the tasks described above will require the preparation of a number of documents and reports. The detailed requirements and format will be defined as part of the task completion process, as applicable.

## 8. LANGUAGE OF WORK

- 8.1. Language of work will be English.

## 9. TRAVEL REQUIREMENTS

- 9.1 Travel within the National Capital Region (NCR) is the responsibility of the Contractor and the Contractor will be responsible for all associated expenses. Costs associated with local Travel within the NCR will not be reimbursed.
- 9.2 Travel outside the NCR may be required. Further, the contractor must be willing to travel outside the NCR for extended periods and must be willing to work varying schedules in temporary operational environments. An operational environment means any operational theater where DND is authorized to go. The Contractor's resources will work on a secure camp with multiple safety measures in place. The duration of the travel will be determined by the TA and will be limited to only the necessary duration required to complete the assigned tasks. When travel outside of the NCR is necessary, the TA must authorize all travel in advance. DND will reimburse the costs according to Treasury Board policies and guidelines.
- 9.3 For services provided outside the NCR, the Contractor resources will be reimbursed for authorized travel and living expenses reasonably and properly incurred in the performance of the work, at cost, and without any allowance for profit and/or administrative overhead. All travel will be in accordance with the meal and private vehicle expenses provided in Appendices B, C, and D of the Treasury Board Travel Directive for Special Travel Authorities and with the other provisions of the directive referring to "travelers", rather than those referring to "employees" without any allowance for incidental expenses.
- 9.4 Any authorized travel and living expenses will be reimbursed upon submission of a thorough itemized statement(s). All related receipts must be included in the claim for authorized expenses. All payments are subject to government audit.
- 9.5 The Contractor personnel must prepare a trip report and provide it to the TA for review and approval, no later than ten (10) working days after return from any travel.
- 9.6 When travelling outside the NCR in an operational environment it shall be the sole responsibility of the Contractor to make sure the Contractor resource have the necessary insurance coverage for its own protection when completing the task in determined location. Any such insurance shall be provided and maintained by the Contractor at its own expense. Any insurance secured is to the benefit and protection

of the Contractor and shall not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provision of this Contract.

9.7 Extended deployments maybe required to higher risk areas such as, but not limited to:

- a. Middle East
- b. Africa, and
- c. South America

9.8 The contractors will be required to perform work at Government facilities in the NCR and at other Government locations. The specific locations will be determined during the conduct of the work.

9.9 The scope of work outside the NCR will be similar to the deliverables described in para 7.

## **10. GOVERNMENT FURNISHED EQUIPMENT/INFORMATION**

10.1 DND will provide sufficient office space, general-purpose office furniture, and EDP equipment/services (CPU, keyboard, monitor, and access to the divisional LAN subject to normal security requirements).

## **11. LOCATION OF WORK**

11.1 The contractor will be required to perform the work at Government facilities in the NCR and at other Government locations. The specific locations will be determined during the conduct of the work.



## ANNEX B

### BASIS OF PAYMENT

*In respect of the "Estimated Number of Days" listed below, the estimated number of days is for evaluation purposes only during the solicitation process. The actual number of days during the Contract Period and Option Periods may be more or less, as determined by the Technical Authority.*

The Contractor will be paid in accordance with the following Basis of Payment for work performed under the Contract.

Note to Suppliers: A Firm Per Diem Rate for each resource category/level must be included with all bid submissions against the Stream 6: C.15. Computer Forensics Specialist under Task-Based Informatics Professional Service. Bidders are requested to fill in all the Tables with proposed Firm Per Diem Rate for each respective period. All price/rates herein are in Canadian dollar.

#### 1. Professional Services during Contract Period:

The Contractor will be paid the following firm all-inclusive per diem rates for work performed under this Contract, in accordance with Annex "A", during the Contract period. Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra.

##### 1.1 Table 1 - Firm deliverables/services during the Initial Contract Period (Initial year):

Initial Contract Period (Date of Contract award to 1 year after)				
Resource Category	Level of Expertise	Number of Resource	Estimated Number of Days (each)	Firm Per Diem Rate (CAD)
Stream 6: C.15. Computer Forensics Specialist (Senior)	Level 3	2	225	

##### 1.2 Table 2 - Optional deliverables/services during the Initial Contract Period (Initial year):

Resource Category	Level of Expertise	Number of Resource	Estimated Number of Days (each)	Firm Per Diem Rate (CAD)
Stream 6: C.15. Computer Forensics Specialist (Senior)	Level 3	2	50	

## 2. Professional Services during Option Period(s)

Subject to the exercise of the Contract option to extend the Contract period in accordance with the Contract, the Contractor will be paid the following firm all-inclusive per diem rates during the Option Periods, to complete all work to be performed in relation to the Contract extension Goods and Services Tax (GST) or Harmonized Sales Tax (HST) are extra.

### 2.1 Table 3 - Firm deliverables/services during the Option Period 1 (second year):

Option Period 1 (Second Year)				
Resource Category	Level of Expertise	Number of Resource	Estimated Number of Days (each)	Firm Per Diem Rate (CAD)
Stream 6: C.15. Computer Forensics Specialist (Senior)	Level 3	2	225	

### 2.2 Table 4 - Optional deliverables/services during Option Period 1 (second year):

Resource Category	Level of Expertise	Number of Resource	Estimated Number of Days (each)	Firm Per Diem Rate (CAD)
Stream 6: C.15. Computer Forensics Specialist (Senior)	Level 3	2	50	

### 2.3 Table 5 - Firm deliverables/services during the Option Period 2 (third year):

Option Period 2 (Third Year)				
Resource Category	Level of Expertise	Number of Resource	Estimated Number of Days (each)	Firm Per Diem Rate (CAD)
Stream 6: C.15. Computer Forensics Specialist (Senior)	Level 3	2	225	

### 2.4 Table 6 - Optional deliverables/services during Option Period 2 (third year):

Resource Category	Level of Expertise	Number of Resource	<i>Estimated Number of Days (each)</i>	Firm Per Diem Rate (CAD)
Stream 6: C.15. Computer Forensics Specialist (Senior)	Level 3	2	50	

SOLICITATION No. - N° DE L'INVITATION  
W3048-19KE39/A  
Client Ref. No. - N° de réf. du client

AMD. No. - N° DE LA MODIF.  
File No. - N° du dossier

BUYER ID - Id DE L'ACHETEUR  
TOR018  
CCC No./N° CCC - FMS No./N° VME

## ANNEX C

### SECURITY REQUIREMENTS CHECK LIST



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat W3048-19-KE39
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

SOLICITATION No. - N° DE L'INVITATION  
W3048-19KE39/A  
Client Ref. No. - N° de réf. du client

AMD. No. - N° DE LA MODIF.  
File No. - N° du dossier

BUYER ID - Id DE L'ACHETEUR  
TOR018  
CCC No./N° CCC - FMS No./N° VME

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Gouvernement du Canada

**SIGN  
HERE**

Contract Number / Numéro du contrat  
W3048-19-KE39

Security Classification / Classification de sécurité  
UNCLASSIFIED

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity: *TOP SECRET*  
Dans l'affirmative, indiquer le niveau de sensibilité: *STR.* 18106418
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
- Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
- |   |   |   |  |
|---|---|---|--|
| <input type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITE                | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input checked="" type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS                  |   |   |  |
- Special comments:  
Commentaires spéciaux:

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

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
- If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?
11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED



SOLICITATION No. - N° DE L'INVITATION  
W3048-19KE39/A  
Client Ref. No. - N° de réf. du client

AMD. No. - N° DE LA MODIF.  
File No. - N° du dossier

BUYER ID - ID DE L'ACHETEUR  
TOR018  
CCC No./N° CCC - FMS No./N° VME



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

W3048-19-KE39

Security Classification / Classification de sécurité

UNCLASSIFIED

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

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

## ATTACHMENT 3.1

### BID SUBMISSION FORM

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

**SOLICITATION No. - N° DE L'INVITATION**  
**W3048-19KE39/A**  
Client Ref. No. - N° de réf. du client

**AMD. No. - N° DE LA MODIF.**  
File No. - N° du dossier

**BUYER ID - ID DE L'ACHETEUR**  
**TOR018**  
CCC No./N° CCC - FMS No./N° VME

<b>Security Clearance Level of Bidder</b>  [include both the level and the date it was granted]  [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"><li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li><li>2. This bid is valid for the period requested in the bid solicitation;</li><li>3. All the information provided in the bid is complete, true and accurate; and</li><li>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.</li></ol>		
<b>Signature of Authorized Representative of Bidder</b>		

## ATTACHMENT 4.1

### BID EVALUATION CRITERIA

#### 1. Mandatory Technical Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass or fail basis. Bidders must demonstrate that they meet every mandatory technical criterion by providing a concise and detailed response to each of the mandatory technical criteria. The technical bid should address each of the criteria in the order in which they appear.

Bidders must respond to the corresponding mandatory requirements by providing a description explaining, demonstrating, substantiating and justifying their qualifications or approach to meet the requirement.

In order to be found compliant, the bidder must provide supporting documentation with complete details of work and/or academic experience, including:

- Name and description of the client organization;
- Scope;
- Time-frame (from-to dates, month/year); and
- Description of the roles and responsibilities.

Bidders are requested to utilize the unique number and associated title of each mandatory requirement in their responses. Bidders are requested to indicate where their mandatory requirement is met by entering the location (e.g. volume/binder number, page number, etc.) in the "Cross Reference to Proposal" column. Bidders' responses to the mandatory requirements will be evaluated as either "Met" or "Not Met". A "Not Met" will result in the bid submission being deemed non-responsive.

Bidders must submit all CV's and any other supporting documentation in the bid by the bid closing date.

Simply stating that the mandatory technical criteria are met is not sufficient. Failure to demonstrate meeting all of the mandatory technical criteria will result in the bid being deemed non-responsive.

#### 1.1 Mandatory Technical Criteria – Senior Computer Forensic Specialist

#	Requirement	Cross Reference to Proposal
M1	<p>The bidder must clearly demonstrate that the proposed resource, at bid closing, has valid personnel security screening at the TOP SECRET level. At a minimum, the following must be provided:</p> <ul style="list-style-type: none"><li>• Name of the individual;</li><li>• Level of security clearance obtained;</li><li>• Expiry date; and</li><li>• Security Screening Certificate and Briefing Form file number.</li></ul>	<p><u>Technical Proposal location:</u></p>



#	Requirement	Cross Reference to Proposal
M2	<p>The bidder must clearly demonstrate that the proposed resource has completed one (1) of the following combined education and work experience:</p> <p>A. University Degree in any discipline, and a minimum of three (3) years of cumulative work experience in the last eight (8) years related to digital media forensics or exploitation.</p> <p><b>OR</b></p> <p>B. College Diploma in any discipline and a minimum of four (4) years of cumulative work experience in the last eight (8) years related to digital media forensics or exploitation.</p> <p><b>OR</b></p> <p>C. A minimum of six (6) years of cumulative work experience in the last eight (8) years related to digital media forensics or exploitation.</p> <p>Note to Bidders: Documented proof of completion of degrees, diplomas, or certifications must be included as part of the bid package.</p>	<p><u>Technical Proposal location:</u></p>

#	Requirement	Cross Reference to Proposal
<b>M3</b>	The bidder must clearly demonstrate that the proposed resource has minimum of six (6) years of work or academic experience in the last ten (10) years in media exploitation/forensic techniques and related software.	<u>Technical Proposal location:</u>
<b>M4</b>	The bidder must clearly demonstrate that the proposed resource has a minimum of six (6) years of combined work and/or academic experience in the last ten (10) years in computer networking, computer systems, and related software.	<u>Technical Proposal location:</u>
<b>M5</b>	The bidder must clearly demonstrate that the proposed resource has a minimum of six (6) years of combined work and/or academic experience in the last ten (10) years in the application of forensic policy.	<u>Technical Proposal location:</u>
<b>M6</b>	The bidder must clearly demonstrate that the proposed resource has a minimum of six (6) years of combined work and/or academic experience in the last ten (10) years in data extraction from electronic devices which are not commonly supported by commercial-off-the-shelf recovery products.	<u>Technical Proposal location:</u>

#	Requirement	Cross Reference to Proposal
<b>M7</b>	The bidder must clearly demonstrate that the proposed resource has a minimum of six (6) years of combined work and/or academic experience in the last ten (10) years in the development and delivery of information technology specialist training material.	<u>Technical Proposal location:</u>
<b>M8</b>	The bidder must clearly demonstrate that the proposed resource has a minimum of six (6) years of combined work and/or academic experience in the last ten (10) years in drafting investigative reports.	<u>Technical Proposal location:</u>
<b>M9</b>	The bidder must clearly demonstrate that the proposed resource has a minimum of six (6) years of combined work and/or academic experience in the last ten (10) years in drafting policy, procedures, and guidelines for the effective application of forensic/exploitation capabilities.	<u>Technical Proposal location:</u>

#	Requirement	Cross Reference to Proposal
<b>M10</b>	<p>The bidder must clearly demonstrate that the proposed resource has a minimum of six (6) years of combined work and/or academic experience in the last ten (10) years in the development of software tools using one of the following technologies (list all applicable experiences):</p> <ul style="list-style-type: none"><li>• Languages: Ada95, Java, Delphi, C++;</li><li>• GUI Building: Microsoft Windows;</li><li>• Databases: Oracle, SQL, ODBC; and,</li><li>• Networking Protocols: TCP/IP, Banyan Vines.</li></ul>	<p><u>Technical Proposal location:</u></p>

## 2. Point Rated Technical Criteria

- A. The bid must meet the minimum point rated technical criteria specified below. The bidder must provide the necessary documentation to support compliance with this requirement.
- B. In order to be found compliant, the bidder must provide supporting documentation with complete details of work and/or academic experience, including:
- Name and description of the client organization;
  - Scope;
  - Time-frame (from-to dates, month/year); and
  - Description of the roles and responsibilities.
- C. Bids which fail to meet the minimum point rated technical criteria (70 points) will be declared non-responsive. Each point rated technical criterion should be addressed separately.

The point rated criteria will be used to evaluate each proposal that has met all of the mandatory criteria.

Bidders are advised to address each of the criteria in the order in which they appear and in sufficient depth in their proposals to enable a thorough assessment. Assessments will be based solely on the information contained within the proposal.

Only those proposals which are responsive (compliant) with all of the mandatory criteria and then achieve (or exceed) the stated minimum points required for the point rated technical criteria section (which is equivalent to 70 points, or 70% of the total 100 points available) will be further considered for award of a contract. Proposals not meeting the minimum points required will be deemed non-responsive.

### 2.2 POINT RATED CRITERIA - SENIOR COMPUTER FORENSIC SPECIALIST

#	Point Rated Criteria	Scoring Scheme	Max Points	Cross Reference to Proposal
R1	The bidder should clearly demonstrate that the proposed resource has work and/or academic experience in instructing and/or assisting with instruction on open source tools and techniques for recovering data.	< 3 yrs = 1 pt ≥ 3 yrs but < 5 yrs = 3 pts ≥ 5 yrs but < 7 yrs = 5 pts ≥ 7 yrs but < 10 yrs = 7 pts ≥ 10 yrs = 10 pts	10	
R2	The bidder should clearly demonstrate that the proposed resource has work and/or academic experience with data acquisition for cellular forensics using advanced tools and techniques (e.g. JTAG, ISP and Chip-off).	< 3 yrs = 1 pt ≥ 3 yrs but < 5 yrs = 3 pts ≥ 5 yrs but < 7 yrs = 5 pts ≥ 7 yrs but < 10 yrs = 7 pts ≥ 10 yrs = 10 pts	10	

#	Point Rated Criteria	Scoring Scheme	Max Points	Cross Reference to Proposal
<b>R3</b>	The bidder should clearly demonstrate that the proposed resource has work and/or academic experience with developing open source tools for data protection on mobile media devices.	< 3 yrs = 1 pt ≥ 3 yrs but < 5 yrs = 3 pts ≥ 5 yrs but < 7 yrs = 5 pts ≥ 7 yrs but < 10 yrs = 7 pts ≥ 10 yrs = 10 pts	10	
<b>R4</b>	The bidder should clearly demonstrate that the proposed resource has work and/or academic experience with maintaining hardware or software required for computer network infrastructure.	< 3 yrs = 1 pt ≥ 3 yrs but < 5 yrs = 3 pts ≥ 5 yrs but < 7 yrs = 5 pts ≥ 7 yrs but < 10 yrs = 7 pts ≥ 10 yrs = 10 pts	10	
<b>R5</b>	The bidder should clearly demonstrate that the proposed resource has work and/or academic experience in scripting (any computer related language) in order to automate common daily IT related tasks.	< 3 yrs = 1 pt ≥ 3 yrs but < 5 yrs = 3 pts ≥ 5 yrs but < 7 yrs = 5 pts ≥ 7 yrs but < 10 yrs = 7 pts ≥ 10 yrs = 10 pts	10	
<b>R6</b>	The bidder should clearly demonstrate that the proposed resource has work and/or academic experience in working joint projects with government security related organizations (Law Enforcement, Public Safety, DND) in order to assist with or develop shared tools or techniques specific to forensics and exploitation.	< 3 yrs = 1 pt ≥ 3 yrs but < 5 yrs = 3 pts ≥ 5 yrs but < 7 yrs = 5 pts ≥ 7 yrs but < 10 yrs = 7 pts ≥ 10 yrs = 10 pts	10	
<b>R7</b>	The bidder should clearly demonstrate that the proposed resource has work and/or academic experience with using either open source or commercial tools to obtain passwords from digital files, folders, or images.	< 3 yrs = 1 pt ≥ 3 yrs but < 5 yrs = 3 pts ≥ 5 yrs but < 7 yrs = 5 pts ≥ 7 yrs but < 10 yrs = 7 pts ≥ 10 yrs = 10 pts	10	

#	Point Rated Criteria	Scoring Scheme	Max Points	Cross Reference to Proposal
<b>R8</b>	The bidder should clearly demonstrate that the proposed resource has work and/or academic experience with using either open source or commercial tools in order to bypass security features on mobile devices or computers.	< 3 yrs = 1 pt ≥ 3 yrs but < 5 yrs = 3 pts ≥ 5 yrs but < 7 yrs = 5 pts ≥ 7 yrs but < 10 yrs = 7 pts ≥ 10 yrs = 10 pts	10	
<b>R9</b>	The bidder should clearly demonstrate that the proposed resource has completed one (1) or more certifications from recognized commercial companies/organizations for forensic investigation such as, but not limited to: <ul style="list-style-type: none"> <li>• GIAC Forensic Examiner Certification (GCFE);</li> <li>• Association of Certified Forensic Investigators of Canada (ACFI);</li> <li>• Computer Hacking Forensic Investigator (CHFI); or,</li> <li>• Certified Cyber Forensics Professional.</li> </ul>	1 Certification = 1 pt ≥ 2 but < 5 = 5 pts ≥ 5 = 10 pts	10	
<b>R10</b>	The bidder should clearly demonstrate that the proposed resource has work and/or academic experience conducting forensic investigations supporting a security related Canadian government department such as, but not limited to: <ul style="list-style-type: none"> <li>• DND;</li> <li>• Public Safety; and/or,</li> <li>• RCMP.</li> </ul>	1 Department = 3 pt ≥ 2 but < 4 = 6 pts ≥ 4 = 10 pts	10	

## ATTACHMENT 5.1

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?_ga=1.173410787.154425323.1406223033) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?\\_ga=1.173410787.154425323.1406223033](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?_ga=1.173410787.154425323.1406223033)).

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
  - ☐ A2. The Bidder certifies being a public sector employer.
  - ☐ A3. The Bidder certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
  - ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- ☐ A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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