



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise
indicated, all other terms and conditions of the Solicitation
remain the same.

Ce document est par la présente révisé; sauf indication contraire,
les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Procurement Specialist	
Solicitation No. - N° de l'invitation W3048-19KE81/B	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W3048-19-KE81	Date 2019-07-02
GETS Reference No. - N° de référence de SEAG PW-\$KIN-535-7822	
File No. - N° de dossier KIN-8-50221 (535)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-07-15	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Carriere, Nancy	Buyer Id - Id de l'acheteur kin535
Telephone No. - N° de téléphone (613) 545-8764 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

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TITLE

Bid solicitation # W3048-19KE81/A, issued under the framework of the E60ZT-16TSPS Supply Arrangement for Task and Solutions Professional Services (TSPS) , for the provision of the following professional services: Procurement Specialists, quantity 3, Senior Level as detailed in Annex A, Statement of Work.

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

Annex "A" - Statement of Work
Annex "B" - Basis of Payment
Annex "C" - Insurance Requirements
Annex "D" - Federal Contractors Programme for Employment Equity - Certification
Annex "E" - Non-Disclosure Agreement
Annex "F" - Security Requirements Check List

The Attachments include:

Attachment 1 to Part 1 - List of Suppliers
Attachment 1 to Part 3 - Bid Submission Form
Attachment 1 to Part 4 - TSPS Flexible Grid
Attachment 2 to Part 4 -Technical Criteria

1.2 Summary

1.2.1 The Canadian Special Operations Forces Command (CANSOFCOM) of the Department of National Defence (DND) requires the services of three (3) Procurement Specialists, Senior Level to provide support for the acquisitions of goods and services.

1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

1.3 Debriefings

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

1.4 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed Non-Disclosure Agreement attached at Annex "E" and provide it to the Technical Authority before they are given access to information by or on behalf of Canada in connection with the Work.

ATTACHMENT 1 TO PART 1, LIST OF SUPPLIERS

This list will not be updated if additional suppliers request to be and are invited to submit a proposal.

Only selected TSPS SA Holders currently holding a TSPS SA under the E60ZT-16TSPS series of SAs are invited to compete. SA Holders may not submit a bid in response to this bid solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five business days before the published bid closing date, and an invitation will be made to that SA Holder unless it would not be consistent with the efficient operation of the procurement process. In no circumstance will such an invitation require Canada to extend a bid closing date. The following SA Holders have been initially invited to bid on this requirement.

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 E60ZT-16TSPS series as that joint venture at the time of bid closing in order to submit a bid.

1019837 Ontario Inc.
2147729 ONTARIO CORPORATION
529040 ONTARIO INC and 880382 ONTARIO INC
7792395 Canada Inc.
A Hundred Answers Inc.
A. Net Solutions Inc.
ACF Associates Inc.
ADGA Group Consultants Inc.
ADRM Technology Consulting Group Corp.
ADRM Technology Consulting Group Corp. and Randstad Interim Inc
AEROTEK ULC
Altis Human Resources (Ottawa) Inc.
Altis Human Resources (Ottawa) Inc., Excel Human Resources Inc., and Altis Human Resources Inc., in Joint Venture
ARTEMP PERSONNEL SERVICES INC
Auguste Solutions and Associates Inc.
Babcock Canada Inc.
BDO Canada LLP
Belham PDS Inc.
Beyond Technologies Consulting Inc.
BMT CANADA LTD.
BP & M Government IM & IT Consulting Inc.
Breckenhill Inc.
BurntEdge Incorporated
Cache Computer Consulting Corp.
Calian Ltd.
CBRE Limited

Colliers Project Leaders Inc.
Colliers Project Leaders Inc., Tiree Facility Solutions Inc. in Joint Venture
Contract Community Inc.
CONTRACT COMMUNITY INC., NISHA TECHNOLOGIES INC IN JOINT VENTURE
Coradix technology Consulting Ltd.
CORE Software Corp
CPCS Transcom Limited
CSI Consulting Inc., FoxWise Technologies Inc., DWP Solutions Inc., Innovision Consulting Inc., IN
JOINT VENTURE
Dalian Enterprises and Coradix Technology Consulting, in Joint Venture
Dare Human Resources Corporation
Donna Cona Inc.
Eagle Professional Resources Inc.
Emerion
Ernst & Young LLP
eVision Inc., SoftSim Technologies Inc. in Joint Venture
Excel Human Resources Inc.
Fifalde Consulting Inc.
Fleetway Inc.
FMC Professionals Inc.
Groupe Alithya Inc / Alithya Group Inc
Harrington Marketing Limited
HCM WORKS INC./HCM TRAVAIL INC.
HDP Group Inc
HubSpoke Inc.
I4C INFORMATION TECHNOLOGY CONSULTING INC
IAN MARTIN LIMITED
IBISKA Telecom Inc.
IBM Canada Limited/IBM Canada Limitée
IT/Net - Ottawa Inc.
Kelly Sears Consulting Group
KPMG LLP
Lannick Contract Solutions Inc.
Lansdowne Technologies Inc.
Leo-Pisces Services Group Inc.
Lightning Tree Consulting Inc.
LNW Consulting Inc
Lumina IT inc.
Lumina IT inc./C.B.-Z. Inc. (Joint Venture)
Makwa Resourcing Inc., TPG Technology Consulting Ltd. in JOINT VENTURE
Manpower Services Canada Ltd.
Maplesoft Consulting Inc.
Maverin Business Services Inc.

MaxSys Staffing & Consulting Inc.
Messa Computing Inc.
MGIS Inc.
MGIS Inc., B D M K Consultants Inc IN JOINT VENTURE
Michael Wager Consulting Inc.
Mindwire Systems Ltd.
Mishkumi Technologies Inc.
Modis Canada Inc
NATTIQ INC.
Nortak Software Ltd.
Olav Consulting Corp
Olav Consulting Corp., Moshwa Aboriginal Information Technology Corporation, In Joint Venture
Orbis Risk Consulting Inc.
Otus Strategic Financial Business Planning Group
Performance Management Network Inc.
Phirelight Security Solutions Inc.
Platinum Technologies Inc.
Pleiad Canada Inc.
Portage Personnel Inc.
Pricewaterhouse Coopers LLP
Primex Project Management Limited
Procom Consultants Group Ltd.
Proex Inc.
Promaxis Systems Inc.
Protak Consulting Group Inc.
ProVision IT Resources Ltd.
QinetiQ Limited
QMR Staffing Solutions
Quallium Corporation
Randstad Interim Inc.
Raymond Chabot Grant Thornton Consulting Inc.
Robertson & Company Ltd.
S.i. Systems Ltd
Samson & Associes CPA/Consultation Inc.
Sierra Systems Group Inc.
SoftSim Technologies Inc.
Solutions Moerae Inc.
Somos Consulting Group Ltd.
SpaceWerx Corporation
Spearhead Management Canada Ltd
Stantec Consulting Ltd.
Strategic Relationships Solutions Inc.
Strategia conseil inc.
Sundiata Warren Group Inc.
Symbiotic Group Inc.
Systematix IT Solutions Inc./Systematix Technologies de L'Information Inc./Les Services Conseils
Systematix Inc. in Joint Venture.
Systemscope Inc.
T.E.S. Contract Services INC

TAG HR The Associates Group Inc.
TDV Global inc.
Technomics, Incorporated
Telecan Space Inc
The Halifax Computer Consulting Group Inc.
The Right Door Consulting & Solutions Incorporated
The VCAN Group Inc.
Tiree Facility Solutions Inc.
TPG Technology Consulting Ltd.
Transpolar Technology Corporation and The Halifax Computer Consulting Group In Joint
Venture
TRM Technologies Inc.
Tundra Technical Solutions Inc
Turtle Technologies Inc.
Valcom Consulting group Inc.
Veritaaq Technology House Inc.
WSP Canada Inc.
Yoush Inc.
Zernam Enterprise Inc
ZW Project Management Inc.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

Subsection 3.a) of Section 01, Integrity Provisions - Bid of Standard Instructions ([2003](#)) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names “.

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

Delete: 60 days

Insert: 90 days calendar days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time 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.

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Basis for Canada's Ownership of Intellectual Property

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The bid must be gathered per section and separated as follows:

Section I: Technical Bid (two (2) hard copies)

Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment, Annex "B".

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.3 Electronic Payment of Invoices – Bid

Canada requests that bidders:

1. select option 1 or, as applicable, option 2 below; and
2. include the selected option in Section II of their bid.

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

Option #1

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

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

Option #2

- ☐ The Bidder does not accept to be paid by Electronic Payment Instruments.

Section III: Certifications

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

ATTACHMENT 1 TO PART 3, BID SUBMISSION FORM

BID SUBMISSION FORM – W3048-19KE81/A									
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]									
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)									
Security Clearance Level of Bidder [include both the level and the date it was granted]									
Federal Contractors Program for Employment Equity (FCP EE) Certification: If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to: (a) submit to ESDC form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or (b) submit a valid Certificate number confirming its adherence to the FCP-EE. Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation. For joint ventures, be sure to provide this information for each of the members of the joint venture.	On behalf of the bidder, but signing below, I also confirm that the bidder [check the box that applies]: <table border="1"> <tr> <td>(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</td> <td></td> </tr> <tr> <td>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</td> <td></td> </tr> <tr> <td>(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from Employment and Social Development Canada (ESDC) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR</td> <td></td> </tr> <tr> <td>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by ESDC).</td> <td></td> </tr> </table>	(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;		(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;		(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from Employment and Social Development Canada (ESDC) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR		(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by ESDC).	
(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;									
(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;									
(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from Employment and Social Development Canada (ESDC) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR									
(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by ESDC).									

Solicitation No. - N° de l'invitation
W3048-19KE81/A
Client Ref. No. - N° de réf. du client
W3048-19-KE81

Amd. No. - N° de la modif.

File No. - N° du dossier
KIN-8-50221

Buyer ID - Id de l'acheteur
KIN535
CCC No./N° CCC - FMS No./N° VME

Former Public Servants See Article 2.3 in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of Former Public Servant (FPS).	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 Article 2.3 in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by Article 2.3 in Part 2 entitled "Former Public Servant"
On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation (W3474-160139/A) including the documents incorporated by reference into the bid solicitation and I certify that: 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.	
Signature of Authorized Representative of Bidder	

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Joint Venture

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

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

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

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

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

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

- Contracts all signed by A;
- Contracts all signed by B; or

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

that show in total 100 billable days.

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

4.1.1.2 Flexible Grid

Refer to Attachment 1 to Part 4.

4.1.1.3 Mandatory Technical Criteria

Refer to Attachment 2 to Part 4.

4.1.2 Financial Evaluation

The financial evaluation will be conducted using the firm per diem rates provided by the responsive bid(s). A financial evaluation will be conducted for the requested Workstream.

- a) The mandatory financial criteria are described in Annex B, Basis of Payment.
- b) For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with Annex B, Basis of Payment.
- c) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- d) The evaluated price of a bid will be determined as follows:

The sum of the Bidder's applicable Firm Per Diem Rate for all pricing periods will be multiplied by the Estimated Days per Year to calculate the Total Cost for the resource. The sum of the Total Cost for the resource is the Bidder's Evaluated Price for the requested Workstream.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

- a) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive.
- b) The responsive bid with the lowest evaluated price will be recommended for award of a contract.

ATTACHMENT 1 to PART 4, TSPS FLEXIBLE GRID

Project Management Services Stream

3.7 Procurement Specialist (Senior) Proposed Resource #1

Level of Expertise		Bidder to provide self score and indicate where in their proposal the information can be referenced
Senior	Minimum 95 Points	
Relevant Education to the Consultant Category		
University (PhD, Graduate, Undergraduate, degree)	35 points	
College or CEGEP Diploma/Certificate:	25 points	
High School Diploma	20 points	
Professional Certifications		
Relevant Professional Certification:	15 points	
Relevant Experience in Consultant Category		
≥1 yrs. and <2 yrs	12-23 months	15 pts
≥2 yrs. and <4 yrs	24-47 months	25 pts
≥4 yrs. and <6 yrs	48-71 months	35 pts
≥6 yrs. and <8 yrs	72-95 months	45 pts
≥8 yrs. and <10 yrs	96-119 months	55 pts
≥10 yrs.	120+ months	65 pts

3.7 Procurement Specialist (Senior) Proposed Resource #2

Level of Expertise		Bidder to provide self score and indicate where in their proposal the information can be referenced
Senior	Minimum 95 Points	
Relevant Education to the Consultant Category		
University (PhD, Graduate, Undergraduate, degree)	35 points	
College or CEGEP Diploma/Certificate:	25 points	
High School Diploma	20 points	

Professional Certifications			
Relevant Professional Certification:	15 points		
Relevant Experience in Consultant Category			
≥1 yrs. and <2 yrs	12-23 months	15 pts	
≥2 yrs. and <4 yrs	24-47 months	25 pts	
≥4 yrs. and <6 yrs	48-71 months	35 pts	
≥6 yrs. and <8 yrs	72-95 months	45 pts	
≥8 yrs. and <10 yrs	96-119 months	55 pts	
≥10 yrs.	120+ months	65 pts	

3.7 Procurement Specialist (Senior) Proposed Resource #3

Level of Expertise			Bidder to provide self score and indicate where in their proposal the information can be referenced
Senior	Minimum 95 Points		
Relevant Education to the Consultant Category			
University (PhD, Graduate, Undergraduate, degree)	35 points		
College or CEGEP Diploma/Certificate:	25 points		
High School Diploma	20 points		
Professional Certifications			
Relevant Professional Certification:	15 points		
Relevant Experience in Consultant Category			
≥1 yrs. and <2 yrs	12-23 months	15 pts	
≥2 yrs. and <4 yrs	24-47 months	25 pts	
≥4 yrs. and <6 yrs	48-71 months	35 pts	
≥6 yrs. and <8 yrs	72-95 months	45 pts	
≥8 yrs. and <10 yrs	96-119 months	55 pts	
≥10 yrs.	120+ months	65 pts	

ATTACHMENT 2 to PART 4, TECHNICAL CRITERIA

1. MANDATORY TECHNICAL CRITERIA

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

1.2 Bids which fail to meet the mandatory technical criteria will be declared nonresponsive. Each mandatory technical criterion should be addressed separately.

1.3 Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).

1.4 For educational requirements for a particular degree, designation or certificate, the Contracting Authority will only consider educational programs that were successfully completed by the resource by the time of bid closing.

1.5 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's governing body throughout the evaluation and Contract Period.

1.6 For work experience, the Contracting Authority will not consider experience gained as part of an educational program, except for relevant experience gained through a formal co-operative program at a post-secondary institution.

1.7 For any requirements that specify a particular time period (e.g. two years) of work experience, the Contract Authority will disregard any information about experience if the individual's résumé does not include the relevant dates for the experience claimed (i.e. the start date and end date).

1.8 For work experience to be considered by the Contracting Authority, the résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.

#	MANDATORY TECHNICAL CRITERION (MTC)	BID PREPARATION INSTRUCTIONS	PAGE # OF BID Demonstrating MTC
Three (3) Procurement Specialist, Senior Level			
For the purpose of the mandatory technical criteria specified below, the experience of the proposed resources will be considered.			
MTC 1	The Bidder must clearly demonstrate that all of the proposed resources must each have a minimum of thirty six (36) months experience in the last ten (10) years, from bid closing, in Procurement within a Canadian Federal Government Department.	<p>This must be demonstrated by providing complete details of the experience, including:</p> <ul style="list-style-type: none"> - Name and description of client organization; - Scope, timeframe (from-to dates month/year); and - Description of the roles and responsibilities. <p>The Bidder's proposal must clearly correlate each of the proposed resources' applicable experience to the requested timeframe.</p>	
MTC 2	<p>The Bidder must clearly demonstrate that all of the proposed resources must each have a minimum of thirty six (36) months of demonstrated experience, in the past ten (10) years from bid closing, utilizing computer software programs in support of the procurement of goods and services including:</p> <ul style="list-style-type: none"> • Microsoft Office suite 2013 • DRMIS (Defence Resource Management Information System) • CGSC (Canadian Government Cataloguing System) 	<p>This must be demonstrated by providing complete details of the experience, including:</p> <ul style="list-style-type: none"> - Name and description of client organization; - Scope, timeframe (from-to dates month/year); and - Description of the roles and responsibilities. <p>The Bidder's proposal must clearly correlate each of the proposed resources' applicable experience to the requested timeframe.</p>	

#	MANDATORY TECHNICAL CRITERION (MTC)	BID PREPARATION INSTRUCTIONS	PAGE # OF BID Demonstrating MTC
MTC 3	The Bidder must clearly demonstrate that the proposed resources must each have a minimum of one hundred and twenty (120) months of demonstrated experience, in the procurement of goods by performing call-ups on Public Service and Procurement Canadas Standing Offers and Supply Arrangements.	<p>This must be demonstrated by providing complete details of the experience, including:</p> <ul style="list-style-type: none">- Name and description of client organization;- Scope, timeframe (from-to dates month/year); and- Description of the roles and responsibilities. <p>The Bidder's proposal must clearly correlate each of the proposed resources' applicable experience to the requested timeframe.</p>	

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

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

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

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

5.2.3.2 Education and Experience

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.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Controlled Goods Requirement

SACC Manual clause [A9130T](#) (2014-11-27) – Controlled Goods

6.3 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "C".

If the information is not provided in the bid, 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.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 Optional Goods and/or Services

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

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

Section 08 – Replacement of Specific Individuals, of [2035](#) (2018-06-21) General Conditions – Higher Complexity – Services is deleted and replaced with the following:

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.

Any assessment of the information provided will occur as per 2 (b) below.

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 Article titled "Default of the Contractor"; or
 - b. assess the information provided under 1 (a) and (b) 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 the Contractor to propose another replacement within five working days' notice.

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

4. 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.

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

Section 17 - Interest on Overdue Accounts, of 2035 (2018-06-21) General Conditions - Higher Complexity - Services - will not apply to payments made by credit cards.

With respect to **Section 30 - Termination for Convenience**, of 2035 (2018-06-21) General Conditions - Higher Complexity - Services, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

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

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:

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 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.

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.

7.2.2 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.2.3 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.3 Security Requirements

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

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

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of award of contract to one (1) year later.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4.3 Termination on Thirty Days Notice

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

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nancy Carrière

Title: Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Address: 86 Clarence Street, 2nd Floor

Kingston, Ontario, K7L 1X3

Telephone: 613-545-8764

Facsimile: 613-545-8067

E-mail address: nancy.carriere@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.

7.5.2 Technical Authority (to be inserted upon contract award)

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail address: _____

In its absence, the Technical Authority 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.

7.5.3 Contractor's Representative

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

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

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 websites 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

7.7.1 Basis of Payment

7.7.1.1 Limitation of Expenditures

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of Payment in Annex "B" to a limitation of expenditure of \$_____ (insert the amount at contract award). Customs duty are included and Applicable Taxes are extra.

7.7.1.2 Limitation of Expenditures for Authorized travel and Living Expenses

Concerning the requirements to travel described in section 10. Travel of the Statement of Work in Annex "A", the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed, at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle 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 "travellers", rather than those referring to "employees", to a limitation of expenditure of \$_____ (insert the amount at contract award). Customs duty are included and Applicable Taxes are extra.

outside the National Capital Region (NCR) defined in the *National Capital Act* (R.S.C., 1985, c. N-4), available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>)

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

All travel must have the prior authorization of the Technical Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

7.7.1.3 Canada's Total Liability

1. For the Work described in the Statement of Work Annex "A":

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (insert the amount at contract award). Custom duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

(a) when it is 75 percent committed, or

(b) four (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.

7.7.2 Method of Payment – Multiple Payment

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payment

7.7.3 SACC Manual Clause

SACC Manual clause [A9117C](#) (2007-11-30) - Direct Request by Customer Department

7.7.4 Discretionary Audit

SACC Manual clause [C0100C](#) (2010-01-11), Discretionary Audit - Commercial Goods and/or Services

7.7.5 Time Verification

SACC Manual clause [C0711C](#) (2008-05-12), Time Verification

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

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

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4007](#) (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information ;
- (c) the general conditions [2035](#) (2018-06-21) , General Conditions - Higher Complexity - Services ;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex F, Security Requirements Check List ;
- (g) Annex C, Insurance Requirements ;
- (h) the Contractor's bid dated _____, (insert date of bid)

7.12 Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

7.13 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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.

The Contractor must 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 and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.14 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.

7.15 Controlled Goods

SACC Manual Clause [A9131C](#) (2014-11-27), Controlled goods Program - Contract
SACC Manual Clause [B4060C](#) (2011-05-16), Controlled Goods

ANNEX "A"

STATEMENT OF WORK

FOR THE PROVISION OF PROCUREMENT SPECIALIST SUPPORT SERVICES FOR THE CANADIAN SPECIAL OPERATIONS FORCES COMMAND (CANSOFCOM)

1.0 SCOPE

1.1 Purpose

The purpose of this Statement of Work (SOW) is to define the Department of National Defence (DND) services requirement for three (3) x Senior Procurement Specialists.

1.2 Background

CANSOFCOM requires quantity three (3) x Senior level Procurement Specialists to provide support for the acquisition of goods and services. The required services include the administration of various acquisition related activities and will be provided directly to the Dwyer Hill Training Centre. In addition to the senior level of experience, a high degree of professionalism and customer service related communications skills will be essential to delivery of the work detailed in this SOW.

1.3 Acronyms

CANSOFCOM	Canadian Special Operations Forces Command
CPU	Central Processing Unit
DND	Department of National Defence
DRMIS	Defence Resource Management Information System
EDP	Electronic Data Processing
LAN	Local Area Network
NCR	National Capital Region
RFP	Request for Proposal
SAP®	Systems Applications & Products
SOW	Statement of Work
TA	Technical Authority

2.0 REQUIREMENT

2.1 Occupational Categories Required

The specific requirement is for the provision of services for quantity three (3) senior level Procurement Specialists.

2.2 Tasks

The Contractor's resources will perform tasks in support of the acquisition of goods and services to CANSOFCOM. These tasks include the following:

- 2.2.1 Assist with necessary preparations for active participation in meetings convened by the TA. This will include participating in discussion, and providing guidance and recommendations;

2.2.2 Manage and administer procurement files with specific tasks such as:

- a. contract amendments;
- b. verification of invoices;
- c. ensure delivery schedules are met; and,
- d. overall contract administration throughout, in accordance with Government of Canada, and Department of National Defense contracting policies and procedures. Particularly relating to DND's Procurement Administration Manual.

2.2.3 Process requirements from the TA including the following tasks:

- a. Upload new requirements to a secure internal intranet as well as the secure Defence Resource Management Information System (DRMIS), and ensure all file information is updated, current, and tracked in secure DRMIS and other applicable DND databases (e.g. Contract Data Management System); and
- b. Maintain communication with clients throughout the duration of the procurement process, keeping the TA apprised, providing information on procurement policies and procedures relating to their file, and providing status reports via in person or email upon request of the TA.

2.2.4 Manage all contract-related documentation, including all elements of contract file in accordance with Government of Canada contracting regulations, policies and procedures;

2.2.5 Provide recommendations for procurement strategies, utilizing past knowledge and experience to provide input to the TA as required or requested;

2.2.6 Respond to questions and answers from the supplier community relevant to applicable procurement files using multiple methods of communication (e.g. phone, email);

2.2.7 Plan and coordinate procurement activities including financial estimates, business requirements, and contracting options (project procurement management, cost and estimate management, sole source versus RFP process);

2.2.8 Provide informal briefings in conjunction with other procurement staff on progress and concerns of procurement (contract process management);

2.2.9 Monitor through various databases and tracking documents, the implementation and operations of the contract against established goals, objectives and milestones;

2.2.10 Report progress of the contract verbally or in writing on an ongoing basis and at scheduled points in the lifecycle to senior procurement staff or TA as required;

2.2.11 Identify potential problems verbally or in writing and propose solutions;

2.2.12 Ensure management staff is provided with timely and accurate project information and status updates based on their own intimate knowledge of the requirement;

2.2.13 Assist senior procurement staff in negotiations and developing procurement process and/or business process maps; and,

2.2.14 Utilize software knowledge management and collaboration tool to initiate, review, manage and monitor procurements. The technical environment includes the following hardware and software:

- a. SAP®/DRMIS Procurement Management module/Supply chain management application;
- b. Windows operating system workstations; and,
- c. Microsoft Office Suite 2013.

3.0 DELIVERABLES

Contractor personnel will be required to prepare and submit various deliverables resulting from the services provided. These deliverables include the following:

- 3.1 Maintaining an electronic library of work in progress, delivered items, and reviewing comments, and must perform version control using standard tracking software (excel, etc.);
- 3.2 Planning, coordinating, preparing documentation for procurement plan and process, depending on method of procurement;
- 3.3 Preparing, reviewing and/or finalizing SOWs for potential procurement. Senior procurement staff to ensure all conflict of interest situations are avoided;
- 3.4 Preparing procurement related documentation as required, including: Sole-source letters, sole-source 7 questions, requests for quotation/proposal, task authorization forms, purchase orders, call up against standing offers and/or supply arrangements, evaluations plans, award notifications, item receipts, packing slips, invoicing amendments, ensuring all documentation is in good order and prepared for furtherance as required;
- 3.5 Preparing draft selection methodologies, evaluation plans, evaluation criteria (mandatory and point rated) and evaluation schedules for procurement;
- 3.6 Developing, planning, analyzing, evaluating and prioritizing deliverables and requirements for the technical evaluation of bids;
- 3.7 Ensuring completeness of procurement file records by maintaining copies of email correspondence and records of decision;
- 3.8 Developing and implementing procurement control, monitoring of system contract delivery and continuing service delivery and reporting procedures and managing changes;
- 3.9 Assist senior procurement staff in conducting post procurement reviews and contractor evaluations/lessons learned;
- 3.10 Any other specific documentation or tasks as referred to in paragraph 2.2 or requested by the TA;
- 3.11 Unless otherwise specified by the TA, one (1) hard copy and one (1) soft copy of these deliverables must be provided to the TA. Soft copy deliverables must be provided in a MS Office suite format (such as Word, Excel, Project and PowerPoint) as specified by the TA; and,
- 3.12 Monthly Status Report

On a monthly basis, the Contractor must submit a "Monthly Status Report". 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 description of any problems encountered which are likely to require attention by DND;
- b. Any recommendations relating to the conduct of the Work;
- c. Total number of days charged for the Contractor's resources; and
- d. Cumulative number of hours charged for the Contractor's resources.

4.0 LIMITATIONS AND CONSTRAINTS

- 4.1 There is no public transit access to this location;
- 4.2 All reports, documents, processes and deliverables developed and/or updated by the Contractor personnel must be for the review, approval and signature, where required, of the TA;
- 4.3 Decisions concerning revision or definition of policy, budgets, as well as contractual obligations and requirements, are excluded from the Contractor services. Contractor personnel must limit themselves to provide comments and recommendations only to the TA and the Procurement Officer on these issues;
- 4.4 The Contractor's resources must be independent of direct control by servants of Canada and are not in any respect employees or servants of Canada;
- 4.5 During the performance of the Contract, the Contractor or their personnel must not direct any departmental organizations, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action;
- 4.6 At all times during the provision of the required services, the Contractor personnel are not to have access to any proprietary information including 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. The "Non-Disclosure Agreement" contained in the Request for Proposal shall be completed and duly executed by the Contractor personnel;
- 4.7 All correspondence, either initiated by the Contractor personnel or by any section of DND, must be submitted to the TA. Correspondence is defined as records of conversation or decisions as well as any written correspondence in any format;
- 4.8 The Contractor must ensure that their personnel do not use Government of Canada or the Client Department designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner lead others to perceive any Contractor personnel as being employees of Canada; and,
- 4.9 The Contractor must ensure that their personnel have a Level II (Secret) Security Clearance.

5. DND SUPPORT TO CONTRACTOR

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

- 5.1 All available data and documents deemed necessary by the TA for the provision of services under this SOW;
- 5.2 Consultation with the TA and other Crown specialists as may be arranged by the TA;
- 5.3 Other information, data and assistance available and requested by the Contractor subject to concurrence by the TA;
- 5.4 The Contractor is advised that the above does not represent a commitment by Canada and that it is the Contractor's sole responsibility to provide all services required to perform the Contract. The Contractor personnel must be able to work independently on all aspects of the required services; and,
- 5.5 To aid the Contractor in the provision of the required services Canada will provide special training (example: DRMIS) on an "as and when required basis" to Contractor's resources for DND unique Computer Systems/Software that have been recently implemented or changed. Canada will not incur per diem charges from the Contractor for time while the Contractor's resource is being trained.

6.0 LOCATION FOR PROVISION OF REQUIRED SERVICES

- 6.1 All services must be provided on-site at a DND facility located south of Richmond, Ontario. Note that there is no public transit access to this location;
- 6.2 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);
- 6.3 Furthermore, DND will provide, subject to normal security requirements, and only to the specified Contractor personnel, access to identified databases or applications resident on DND's computers or networks for the sole purpose of executing the services associated with this Contract. DND, at its sole discretion, will identify the nature and characteristics of such access; and,
- 6.4 All of the above provisions must, in all cases, be subject to the availability of suitable client department office facilities in the NCR.

7.0 CONTRACTOR MANAGEMENT OF THE CONTRACT

- 7.1 The Contractor is required to actively participate in the overall management of all activities related to this SOW and will be directly responsible for the effective supervision and coordination of the efforts of its personnel in order to minimize the effort required by DND to manage the requirement;
- 7.2 The Contractor is responsible for all work produced under this Contract, including completeness, accuracy and adherence to all relevant safety and environmental regulations, rules and good practices; and,
- 7.3 The Contractor must maintain an electronic library of work in progress, delivered items and review comments, and must perform version control.

8.0 LANGUAGE REQUIREMENTS

- 8.1 The resource must be fluent in the English language. Fluent means that the individuals must be able to communicate orally and in writing without any assistance and with minimal errors.

9.0 TECHNICAL AUTHORITY

- 9.1 The TA for this requirement will be the primary point of contact for Contractor personnel and will be stated in the Contract award document; and,
- 9.2 Any communication with a Contractor regarding the quality of Work performed pursuant to this Contract must be undertaken by official correspondence through the Procurement Authority.

10 TRAVEL

- 10.1 CANSOFCOM facilities are considered within the National Capital Region (NCR) and travel within the NCR will not be reimbursed.
- 10.2 All other travel must be approved in advance by the Technical Authority and rates must be in accordance with the Gov't of Canada Treasury Board Guidelines. Canada will not pay the Contractor for any travel and/or living expenses within the National Capital Region (NCR).

ANNEX "B"

BASIS OF PAYMENT

A- Contract Period (From Contract award to one (1) year later)

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

1.0 Professional Fees - From Contract Award to one (1) year later

The Contractor will be paid all-inclusive fixed time rates as follows:

Resource	Category	Name	All Inclusive Per-Diem Rate
1			\$
2			\$
3			\$

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

The volumetric data included in Annex "B", Basis of Payment are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

B. OPTION TO EXTEND THE TERM OF THE CONTRACT

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

B-1 Extended Contract Period (From end of contract period to one (1) year later)

Resource	Category	Name	All Inclusive Per-Diem Rate
1			\$
2			\$
3			\$

B-2 Extended Contract Period (From end of first option period to one (1) year later)

Resource	Category	Name	All Inclusive Per-Diem Rate
1			\$

2			\$
3			\$

B-3 Extended Contract Period (From end of second option period to one (1) year later)

Resource	Category	Name	All Inclusive Per-Diem Rate
1			\$
2			\$
3			\$

B-4 Extended Contract Period (From end of third option period to one (1) year later)

Resource	Category	Name	All Inclusive Per-Diem Rate
1			\$
2			\$
3			\$

2.0 Cost Reimbursable Expenses

2.1 Authorized travel and living expenses for Work

Concerning the requirements to travel described in section 10. Travel of the Statement of Work in Annex "A", the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed outside the National Capital Region (NCR) defined in the [National Capital Act \(R.S.C., 1985, c. N-4\)](http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont), available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>), at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle 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 "travellers", rather than those referring to "employees".

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

All travel must have the prior authorization of the Technical Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Total Estimated Cost of Authorized Travel and Living Expenses: \$_____ (insert amount contract award)

ANNEX "C"

INSURANCE REQUIREMENTS

The Contractor must maintain the below required insurance coverage for the duration of the Contract. Compliance with the below insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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 Supplier's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) working days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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.

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 Supplier's performance of the contract. The interest of Canada should read as follows: Canada, as represented by PWGSC.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Supplier.
- 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 Supplier and/or arising out of operations that have been completed by the Supplier.
- 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) calendar 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.

I Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the

right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT
6042, Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Supplier's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Supplier's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

In addition to the insurance requirements detailed above:

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.

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.

The following endorsement must be included:

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

ANNEX "D" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

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

OR

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

ANNEX "E"

NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. W3048-19KE81/001/KIN between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work.

For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

Signature

Date

Solicitation No. - N° de l'invitation

W3048-19KE81/A

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

W3048-19-KE81

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-8-50221

Buyer ID - Id de l'acheteur

KIN535

CCC No./N° CCC - FMS No./N° VME

ANNEX "F"

SECURITY REQUIREMENTS CHECK LIST (see attached)