



Service Desk Services Managed Service

Request for Proposal

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|------------------|------------|------|--------------|
| Solicitation No. | 2B0KB40545 | Date | 22-June-2020 |
|------------------|------------|------|--------------|

| | | | |
|--|---|---|--|
| Issuing Office | Shared Services Canada 180 Kent Street, 13 th Floor Ottawa, Ontario K1G 4A8 | | |
| Contracting Authority (The Contracting Authority is the contact for all aspects of the procurement process, including questions and comments about this document) | Name/Nom | Julie Bampton | |
| | Phone No. | 613-790-5915 | |
| | Email Address | julie.bampton@canada.ca | |
| | Postal Address | As set out for the Issuing Office above | |
| Closing Date and Time | (referred to in this solicitation as “ Solicitation Closing ”) July 31, 2020, 2:00 PM | | |
| Time Zone | Eastern Time | | |
| Email Address for Submitting your Bid: | julie.bampton@canada.ca | | |



SHARED SERVICES CANADA

Request for Proposals for

SERVICE DESK SERVICES MANAGED SERVICE

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List of Annexes to the Resulting Contract:

Annex A Statement of Work – Stream A
Schedule A 1 – Service Desk Services;
Schedule A 2 – Service Management Services;
Schedule A 3 – Transition Services;
Schedule A 4 – Governance and Relationship Management Services;
Schedule A 5 – High-Level Design with Security Controls;
Schedule A 6 – Security Requirements Traceability Matrix;
Schedule A 7 – Glossary; Definition of Key Terms;
Schedule A 8 – System and Network Architecture;
Schedule A 9 – Organization Structure;
Schedule A 10 – Policies and Procedures;
Schedule A 11 – Timing of Reporting and Events
Schedule A 12 – Customers Supported;
Schedule A 13 – Types of Contacts Handled;
Schedule A 14 – Service Desk Workload Baseline;
Schedule A 15 – Privacy;
Schedule A 16 – Professional Services;
Schedule B 1 – Pricing Provisions;
Schedule B 2 – Service Level Requirements;
Schedule B 3 – Financial Responsibility Matrix; and
Schedule B 4 – Reporting.

Annex A Statement of Work – Stream B
Schedule A 1 – Service Desk Services;
Schedule A 2 – Service Management Services;
Schedule A 3 – Transition Services;
Schedule A 4 – Governance and Relationship Management Services;
Schedule A 5 – High-Level Design with Security Controls;
Schedule A 6 – Security Requirements Traceability Matrix;
Schedule A 7 – Glossary; Definition of Key Terms;
Schedule A 8 – System and Network Architecture;
Schedule A 9 – Organization Structure;
Schedule A 10 – Policies and Procedures;
Schedule A 11 – Timing of Reporting and Events
Schedule A 12 – Customers Supported;
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Schedule A 14 – Service Desk Workload Baseline;
Schedule A 15 – Privacy;
Schedule A 16 – Professional Services;
Schedule B 1 – Pricing Provisions;

Schedule B 2 – Service Level Requirements;
Schedule B 3 – Financial Responsibility Matrix; and
Schedule B 4 – Reporting

| | |
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| Annex B | Basis of Payment |
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| Annex G | Schedule of Milestones (to be inserted at Contract award) |

List of Attachments to Part 2 (Bidder Instructions):

Attachment 2.1: SSC Standard Instructions for Procurement Documents

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

Attachment 3.1 Pricing Tables – Stream A

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

Attachment 4.1 Evaluation Criteria and Technical Bid Response -- Stream A

Attachment 4.2 Evaluation Criteria and Technical Bid Response – Stream B

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Forms:

Form 1 - Bid Submission Form

Form 2 - Integrity Form

Form 3 – Task Authorization Form



1. General Information

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the general instructions for the solicitation;
- Part 3 Bid Preparation and Submission Instructions: provides Bidders with instructions on how to prepare and submit 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; and
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

If there are discrepancies between the English Version and the French Version of this solicitation the English version will take precedent.

1.2 Overview of Requirement

- a) **Nature of Requirement:** This bid solicitation is being issued to satisfy the requirement of Shared Services Canada for Service Desk Transformation Services (“the Solution”). Under the resulting Contract, the Contractor will provide a fully managed service to deliver Enterprise and End User Service Desk Services to SSC clients, in both official languages, from two geographically distinct locations in Canada.
- b) The Bidder must submit one bid per Technical Solution (comprised of both the requirements set out in Statement of Work A (Stream A) SSC providing Telephony Platform & Statement of Work (Stream B) – Bidder providing Telephony Platform. Each Solution will be assessed in accordance with Part 3 and Part 4 of this solicitation. Upon Contract Award, SSC will determine, at its sole discretion which of the two solutions will be acquired. The resulting contract will be amended appropriately to reflect the solution chosen. **Background:** SSC is responsible for delivering mandated email, telecommunications, data centre and network services to Partner Departments and limited services to Client Agencies/Organizations in a consolidated and standardized manner to support the delivery of Government of Canada (GC) programs and services.

As part of its mandate, SSC provides enterprise infrastructure service desk support to Partner Departments through the Enterprise Service Desk. Offering 24 hour x 7 day x 365 day service, the Enterprise Service Desk (ESD) provides bilingual desk-to-desk infrastructure support for issues relating to SSC-mandated services. The ESD receives approximately 440,000 phone, email and self-service portal contacts annually from 40+ Partner Departments and 100+ Client Agencies/Organizations.

As part of its business operational requirements, SSC currently provides bilingual, end-user support to SSC and four Partner Government of Canada departments for incident management and request fulfillment relating to desktop environments (encompassing applications and technology) utilized by 36,000+ end-users. The End User Service Desk (EUSD) handles approximately 360,000 phone, email and self-service portal contacts annually.



SSC seeks to award a managed services contract delivering ESD and EUSD Level 1 service desk support with agreed service performance levels (Service Level Agreement (SLA)) and commoditized pricing (i.e. price per contact) for three years (with 4 one-year renewal options). The contract will require the services to be delivered from two Contractor provided facilities within Canada.

- c) **Client:** Under the Contract, the “Client” is Shared Services Canada (“SSC”), an organization with a mandate to provide shared services. It is intended that the contract resulting from any subsequent solicitation will be used by SSC to provide shared services to one or more of its clients. SSC’s clients include SSC itself, those government institutions that are mandated as clients and other organizations for which SSC’s services are optional. This process will not preclude SSC from using another method of supply for any of its clients with the same or similar needs, unless a subsequent solicitation for this Project expressly indicates otherwise.
- d) **Number of Contracts:** SSC intends to award one contract.
- e) **Term of Contract:** SSC intends to award a contract for a period of three years, plus four option periods of one year each.

1.3 National Security Exception

Canada has invoked the National Security Exception in respect of this requirement and, as a result, none of the trade agreements apply to this requirement.

1.4 Security Requirements

- a) There are security requirements associated with this requirement, as specified in Part 5 – Resulting Contract Clauses. At the date of bid closing, the following conditions must be met:
 - i) the Bidder must hold a valid organization security clearance as indicated in Part 5 - Resulting Contract Clauses;
 - ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 5 - Resulting Contract Clauses;
 - iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - iv) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 5 - Resulting Contract Clauses;
 - v) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 5 – Resulting Contract Clauses.
- b) For additional information on security requirements, Bidders should refer to the Public Works and Government Services Canada Industrial Security Program (ISP) website (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).
- c) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.



1.5 Volumetric Data

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

1.6 Conflict of Interest or Unfair Advantage

In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

- a) If the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- b) If the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.

Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

Without limiting in any way the provisions above, Bidders are advised that Canada has engaged the assistance of the following private sector contractor who have provided services in preparing strategies and documentation related to this procurement process:

Gartner Group Canada

1.7 Debriefings

Bidders may request a debriefing upon receipt of notification that their bid was unsuccessful. Any debriefing will be provided in writing.

1.8 Accessibility

The Accessible Canada Act (Bill C-81) is intended to enhance the full and equal participation of all persons, especially persons with disabilities, in society. This is to be achieved through the progressive realization, within the purview of matters coming within the legislative authority of Parliament, of a Canada without barriers, particularly by the identification, removal and prevention of barriers.

SSC has a role in implementing the Government of Canada's vision for a more accessible Canada because SSC provides the information technology infrastructure that supports the delivery of digital services to Canadians. This means that SSC is engaged in the procurement of goods and services



and in supporting the delivery of programs and services by other government departments, both of which are areas covered by the Accessible Canada Act. SSC's goal is for its information technology infrastructure to be more accessible to and more usable by the broadest range of government officials and Canadians who use it, including those with disabilities.

SSC is committed to providing leadership to procure accessible ICT goods and services and supporting the goal of inclusive by design, accessible by default and this procurement includes accessibility requirements which are adopted from international accessibility standards such as the EN 301 549 Harmonised European Standard accessibility requirements for ICT products and services standard.

As the intention is for this initiative to take place progressively, suppliers should anticipate that, over time, the accessibility requirements in Canada's procurement contracts will evolve and may become more demanding.

1.9 Additional Data

- a) In addition to the contact volumes by intake channel provided in this schedule, SSC will make the following supplemental information available for the ESD and for each of the service desks within the EUSD. This information will be made available to bid proponents in a secure data room during the RFP posting period. The bidder will need to notify the Contract Authority for their intend to bid to receive email containing the URL link to gain access to the secure data room.



2. Bidder Instructions

2.1 Standard Instructions, Clauses and Conditions

- a) Standard instructions related to this solicitation are set out in SSC's Standard Instructions for Procurement Documents No. 1.1 ("**SSC's Standard Instructions**"), attached as Attachment 2.1 – SSC Standard Instructions for Procurement Documents. If there is a conflict between the provisions of SSC's Standard Instructions and this document, this document prevails.
- b) All other instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- c) For purposes of this procurement the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.
- d) Section 1 only (Integrity Provisions) of PSPC's Standard Instructions 2003 (2018-05-22) applies to this bid solicitation.
- e) With respect to SSC's Standard Instructions:
 - i) There will not be a conference of interested suppliers or a site visit;
 - ii) Instead of the bid validity period set out in SSC's Standard Instructions, bids will not expire until they are withdrawn by the bidder or are rejected by Canada; and
- f) By submitting a bid, the bidder is confirming that it agrees to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

2.2 Submission of Only One Bid Per Technical Solution

- a) The Bidder must submit one bid per Technical Solution (comprised of both the requirements set out in Statement of Work A (stream A) & Statement of Work (Stream B)). Upon contract award, SSC will determine, at its sole discretion which of the two solutions will be acquired. The submission of more than one bid per Technical Solution/Statement of Work from any bidder is not permitted in response to this solicitation. If a bidder does submit more than one bid per solution, Canada will provide the bidder with 2 Federal Government Working Days (FGWDs) to identify the single bid to be considered by Canada. If the bidder does not do so, Canada may choose at its discretion which bid to evaluate.

2.3 Questions on this Solicitation

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



eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

3. Bid Preparation and Submission Instructions

3.1 General Instructions

SSC's Standard Instructions include instructions with respect to bids, which apply in addition to those described in this document.

3.2 Bid Submission Instructions

Bids must be submitted to the Contracting Authority by the closing date and time ("**Solicitation Closing**") as indicated on page 1 of the bid solicitation, as follows:

a) **Email Submission of Bid**

All Bidders must attempt to submit their bids by e-mail in accordance with this Article, directly to the Contracting Authority (julie.bampton@canada.ca), in separate sections as specified below.

Vendors intending to submit a bid are requested to notify the Contracting Authority by email, prior to the bid closing date, indicating their intention to submit a bid.

b) **Format of Email Attachments**

Bidders may submit bid documents in any of the following approved formats:

- i) PDF attachments; and
- ii) Documents that can be opened with either Microsoft Word or Microsoft Excel.

Bidders that submit bid documents in other formats do so at their own risk, as Canada may be unable to read them.

c) **Email Size**

Bidders should ensure that they submit their bid in multiple emails if any single email, including attachments, will exceed 15 MB. Except as expressly provided below, only emails that are received at the Email Address for Bid Submission by Solicitation Closing will be considered part of the bid.

d) **Email Title**

Bidders are requested to include the Solicitation No. identified on the cover page of this document in the "subject" line of each email forming part of the bid.

e) **Time of Receipt**

All emails received at the Email Address for Bid Submission showing a "received" time before Solicitation Closing will be considered timely. In the case of a dispute regarding the time at which an email arrived at SSC, the time at which the bid is received by SSC will be determined:

- i) by the delivery time stamp received by the bidder if the bidder has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the



Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or

- ii) in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services, if the bidder has not turned on Delivery Status Notification for the sent email.

f) **Availability of Contracting Authority**

During the 4 hours leading up to Solicitation Closing, an SSC representative will monitor the Email Address for Bid Submission and will be available by telephone at the Contracting Authority's telephone number shown on the cover page of this document (although the SSC representative may not be the Contracting Authority). If the bidder is experiencing difficulties transmitting the email to the Email Address for Bid Submission, the bidder should contact SSC immediately at the Contracting Authority's coordinates provided on the cover page of this document.

g) **Email Acknowledgement of Receipt by SSC**

On the day of Solicitation Closing, an SSC representative will send an email acknowledging receipt of each bid (and each email forming part of that bid, if multiple emails are received) that was received by Solicitation Closing at SSC's Email Address for Bid Submission.

h) **Delayed Email Bids**

SSC will accept an email bid received in the first 24 hours after Solicitation Closing only if the bidder can demonstrate that any delay in delivering the email to the SSC Email Address for Bid Submission is due to Canada's systems. Bids received by email more than 24 hours after Solicitation Closing will not be accepted under any circumstances. As a result, bidders who have tried to submit a bid, but have not received an email acknowledging receipt from SSC shortly thereafter should contact the Contracting Authority so that they can determine whether or not the bid arrived at the SSC Email Address for Bid Submission on time.

i) **Responsibility for Technical Problems**

By submitting a bid, the bidder is confirming it agrees that Canada is not responsible for:

- i) Any technical problems experienced by the bidder in submitting its bid, including emails that fail to arrive because they exceed the maximum email size of 15 MB or that are rejected or quarantined because they contain malware or other code that is screened out by SSC for security reasons; or
- ii) Any technical problems that prevent SSC from opening the attachments to the email(s). For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated without that portion of the bid. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

j) **Hand-Delivered Bids**

All bidders must attempt to submit their bids electronically. However, SSC will accept a hand-delivered hard copy bid (i.e. printed on paper), as a back-up in addition to the email bid.

- i) The hand-delivered bid must be delivered by a representative of the bidder in person or by a courier. SSC will not accept any bid delivered by regular mail.



- ii) The hand-delivered bid must be received by an SSC representative before Solicitation Closing at the address shown on the cover page of this document (or an alternate location arranged with the Contracting Authority in writing).
- iii) SSC will only accept a hand-delivered copy of the bid if the bidder has coordinated delivery of that bid with the Contracting Authority. As indicated above, an SSC representative will be available at the Contracting Authority’s telephone number during the 4 hours before Solicitation Closing, including for the purpose of coordinating the receipt of hand-delivered bids (the Contracting Authority may also agree, at SSC’s discretion, to be available at another time before Solicitation Closing to receive the bid).
- iv) The only circumstances in which SSC will accept a hand-delivered bid after Solicitation Closing is if the bidder can show that the SSC representative was unavailable to receive the hand-delivered bid at the coordinated time, or that no SSC representative was available at the Contracting Authority’s telephone number (and no SSC representative responded to voicemail messages left at that telephone number) during the 4 hours leading up to Solicitation Closing.

3.3 Content of Bid

Bidders must demonstrate their ability to meet Canada’s requirements. A complete bid consists of all the elements listed below.

- a) **Completed Forms:** Bidders are requested to include the following Forms in their bid at the time of bid closing. Bidders who do not do so will be required to submit them to the SA Authority within 48 hours of a request during the bid evaluation:
 - i) **Bid Submission Form (Form 1):** a common form in which the bidder can provide information required for evaluation, such as a contact name, the bidder’s Procurement Business Number, etc .
 - ii) **Integrity Form (Form 2):** in addition to providing a completed Integrity Form, upon request, the Bidder must also provide any further information requested by the SA Authority pursuant to Section 01 of PSPC Standard Instructions 2003.
- b) **Supply Chain Security Information:** The Supplier must include all the Supply Chain Security Information (SCSI) required by Annex E with their bid .
- c) **Certifications:** By submitting a response, the Respondent is automatically providing the following certifications set out in SSC’s Standard Instructions in the section entitled “**Deemed Certifications from Each Bidder**”:

| | |
|--|----------------|
| Equipment and Software is “Commercial Off-the-Shelf” | Not Applicable |
| System is “Commercial Off-the-Shelf” | Not Applicable |
| Bidder’s Proposed Resources will be Available | Yes |
| Bidder has Verified Information about its Proposed Resources | Yes |
| Resources who are not Employees of the Bidder | Yes |

3.3.1.1 The Respondent is also required to provide the following certifications described in SSC’s Standard Instructions. Although all these certifications are requested at RFP closing, if Canada



determines that the any certification is missing, incomplete or require correction, Canada will provide the Respondent with an opportunity to do so.

| | |
|--|--|
| Federal Contractors Program for Employment Equity Certification | Required – please provide the information in the Bid Submission Form |
| Former Public Servants Certification | Required – please provide the information in the Bid Submission Form |
| Original Equipment Manufacturer Certification Form | Not Applicable |
| Software Publisher Certification Form | Not Applicable |
| Software Publisher Licensed Authorization Reseller Form | Not Applicable |
| Regulatory Certifications set out in Regulatory Forms A, B, C and D of SSC's Standard Instructions | Not Applicable |

3.4 Section I: Technical Bid

The Bidder must demonstrate that they comply with all mandatory technical requirements, as detailed in Attachment 4.1 – Stream A and Attachment 4.2 – Stream B - Evaluation Criteria and Technical Bid Response. A complete Technical Bid consists of the following elements (**Mandatory at Solicitation Closing**):

a) **Substantiation of Technical Compliance:**

- i) The technical response must substantiate the compliance of the Bidder and its proposed Solution with the specific articles of the Statement of Work identified in the Bid Response Template included in Attachment 4.1- Stream A and Attachment 4.2 – Stream B, which is the requested format for providing the substantiation. The substantiation of Technical compliance is not required to address any parts of this bid solicitation not referenced in the template. The substantiation must not simply be a repetition of the requirements, but must clearly describe, explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-compliant and disqualified.
- ii) The substantiation may refer to additional documentation submitted with the bid. This information can be referenced in the Bid Response Template to indicate where substantiation can be located in the bid the reference material The reference should include the title of the document, and the page and paragraph numbers for the reference. Canada may request clarification that the Bidder direct Canada to the appropriate location in the documentation.
- iii) Bidders should be aware that any reference to a URL that requires Canada to download information from an Internet site to validate or supplement any part of the bid will not be accepted and the information will not be considered in evaluating the bid.



b) Managed Services Capabilities References:

- i) The Bidder must provide 3 references who can confirm its ability to deliver similar projects, in accordance with the criteria detailed in Attachment 4.1 and Attachment 4.2. In addition to the requirements in this regard in Section 1.17 of SSC’s Standard Instructions, the following applies:
- ii) The Bidder is solely responsible for ensuring that it provides a contact person who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference.
- iii) Federal Government references will be accepted.
- iv) The form of question to be used to request confirmation from customer references are detailed in Part 2 of Attachment 4.1 and Attachment 4.2

c) Résumés for Key Resources:

- i) The Bidder must include résumés for all key resources identified in Attachment 4.1 and Attachment 4.2, including the following:

| Key Resource Position | Number of Résumés Required |
|----------------------------|----------------------------|
| Client Executive | 1 |
| Service Delivery Managers | 2 |
| Quality Assurance Manager | 1 |
| Solution Architect | 1 |
| Transition Manager | 1 |
| Knowledge Transfer Manager | 1 |
| Training Manager | 1 |

- ii) These résumés, in addition to meeting the requirements set out in SSC’s Standard Instructions, must demonstrate that they meet the criteria detailed in Attachment 4.1 and Attachment 4.2. Requirements / responsibilities for Key Resource Positions are described in Schedule 4 – Governance and Relationship Management Services of Annex A.
- d) Preliminary Transition Project Plan:** The Bidder must include a preliminary transition project plan, which meets all criteria set out in Attachment 4.1 and Attachment 4.2, referencing Schedule A3 of Annex A – Transition Services. The final detailed version of the Transition Project Plan will be prepared by the Successful Bidder and reviewed and approved by SSC in accordance with Schedule A 3 – Transition Services of Annex A.
- e) Response to Rated Criteria:** the Bidder must provide responses to all Point Rated Requirements detailed in Attachment 4.1 and Attachment 4.2 for which the Bidder wants to be considered for points. The points available to be allocated, rating scale and response format are detailed in Attachment 4.1 and Attachment 4.2.

3.5 Section II: Financial Bid

- a) **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Tables provided as Attachment 3.1 – Stream A and Attachment 3.2 – Stream B. Unless otherwise



indicated in the Pricing Tables, providing a price for every pricing cell is a mandatory requirement of this solicitation..

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

4. Evaluation Procedures and Basis of Selection

4.1 Evaluation Procedures

- a) General evaluation procedures that apply to this solicitation are described in SSC's Standard Instructions.
- b) A bid must comply with all requirements of the solicitation and meet all mandatory evaluation criteria to be declared compliant.
- c) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- d) An evaluation team composed of representatives of Canada will evaluate the bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

4.2 Pre-Check Compliance Process

- a) **Bidders are invited to submit a Pre-Bid:** Canada invites bidders to submit the elements of the Technical Bid described in Section 3.4 a, b, c and d of this RFP.

This is referred to as a "**Pre-Bid**". The submission of a Pre-Bid by any bidder is optional and is not a pre-condition to submitting a bid on the closing date. Canada will not return Pre-Bids to bidders, but will treat Pre-Bids the same way it treats bids, in accordance with Section 1.8(j) of the SSC Standard Instructions.



- b) **How to submit a Pre-Bid:** A bidder may submit a Pre-Bid by email to the Contracting Authority. When a Pre-Bid is received by email, the Contracting Authority will send an email acknowledgement back to the bidder. If the bidder does not receive an email acknowledgement, the bidder is encouraged to follow-up by telephone with the Contracting Authority.
- c) **A Pre-Bid will only be reviewed if submitted by the Pre-Bid Deadline:** Canada will review only Pre-Bids submitted by no later than 11:59 p.m. 20-July-2020 (the “**Pre-Bid Deadline**”). Canada will review only one Pre-Bid from each bidder (i.e. after receiving feedback, the bidder cannot submit a new version of its Pre-Bid for review).
- d) **Canada will provide Feedback on Pre-Bids:** The Contracting Authority will provide confidential feedback, referred to as a Preliminary Evaluation Notice (PEN), to each bidder that has submitted a Pre-Bid by the Pre-Bid Deadline. Canada will normally provide that feedback by email and the bidder is deemed to have received Canada’s feedback at the time it is sent by Canada. Canada is not responsible for any technical delays in the receipt by the bidder of its feedback.
- e) **Nature of Canada’s Feedback where No Deficiencies identified:** If Canada does not note any deficiencies during its review of a Pre-Bid, Canada will provide the relevant bidder with a “nil” response.
- f) **Nature of Canada’s Feedback where Deficiencies identified:** If Canada notes deficiencies during its review of a Pre-Bid, Canada will provide written feedback to the bidder indicating any mandatory requirements that Canada has noted:
- i) have not been addressed at all;
 - ii) have not been sufficiently addressed; and
 - iii) are addressed in such a way that the Pre-Bid would be declared non-compliant if submitted on the closing date.

While Canada will note the reason the Pre-Bid is deficient, Canada will not indicate to the bidder how the deficiency can be corrected. For example, the feedback might consist of statements such as the following:

- *The OEM certification appears to have been signed by a representative of the bidder rather than the OEM.*
- *The Pre-Bid did not demonstrate that the bidder has 3 years of experience on the Pre-Bid closing date.*
- *The Pre-Bid did not demonstrate that proposed equipment meets the specifications set out in Annex B.*
- *The Pre-Bid did not demonstrate that the bidder has an existing portal for placing service orders.*

Once Canada has indicated that a specific mandatory requirement has not been met, Canada is not required to breakdown each way in which the bidder has failed to meet the mandatory requirement. Canada will also not respond to questions about the feedback. If Canada determines that a Pre-Bid is substantially deficient (i.e., there are more than [5] deficiencies identified), Canada reserves the right not to conduct a full review, in which case Canada will identify to the bidder only those deficiencies noted by Canada before it ceased



its review. In addressing Canada's feedback, bidders should ensure that the elements of the bid remain consistent following any changes made.

- g) **Timing for Providing Feedback:** The time it takes for Canada to provide the feedback will depend on the number of Pre-Bids received and their quality. Canada does not commit to provide its feedback within a specific amount of time. If Canada has not provided feedback with respect to the Pre-Bids at least 5 FGWDs before the scheduled closing date, the closing date will be extended so that all bidders have 5 full FGWDs (the day of receipt of the feedback is not counted) to finalize their bids prior to the closing date. For example, Canada sends the feedback to the bidders on Monday at 10am. Assuming there are no holidays during this period, the bidder will have Tuesday, Wednesday, Thursday, Friday, and the following Monday to refine its bid. The closing date will be no earlier than the following Tuesday.
- h) **Bidder Solely Responsible for Submitting Compliant Bid at Closing:** Even if Canada provides feedback regarding a Pre-Bid, the bidder is solely responsible for ensuring that its bid submitted on the closing date is accurate, consistent, complete and fully compliant. Canada does not guarantee that it will identify every deficiency during its review of the Pre-Bid. By submitting a Pre-Bid, the bidder is agreeing that Canada's review is only preliminary and that Canada will not be responsible in any way for failing to identify any omission, deficiency or non-compliance during its review of the Pre-Bid.
- i) **No Financial Information:** Canada requests that bidders not include any financial information in their Pre-Bid.

4.3 Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.

4.4 Technical Evaluation

- a) **Evaluation of Mandatory Technical Requirements:** Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The mandatory evaluation criteria are described in Attachment 4.1- Stream A and Attachment 4.2 – Stream B Evaluation Criteria and Technical Bid Response.
- b) **Evaluation of Point-Rated Technical Requirements:** Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. Bids that do not obtain the required pass mark of 70% for the point-rated technical criteria specified in this bid solicitation will be considered non-responsive and be disqualified. The rated evaluation criteria and scoring methodology are described in Attachment 4.1 – Stream A and Attachment 4.2 – Stream B Evaluation Criteria and Technical Bid Response.
- c) **Résumés for Key Resources:** The résumés for key resources will be evaluated as described in Attachment 4.1 – Stream A and Attachment 4.2 – Stream B and in accordance with SSC's Standard Instructions.



- d) **Reference Checks: If, at its sole discretion, Canada decides to check references,** Canada will conduct the Customer Reference Check in writing by e-mail as described in Attachment 4.1 – Stream A and Attachment 4.2 – Stream B Evaluation Criteria and Technical Bid Response. In such a case, Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day. For all Rated Requirements, Canada will not award any points unless the response is received within 5 Federal Government Working days (FGWDs). On the third FGWD after sending out the emails, If Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within the 5 FGWD. Wherever information provided by a reference differs from the information supplied by the Bidder, the information provided by the references will be the information evaluated. Points will not be allocated if the reference is a customer of an affiliate of the Bidder. Nor will points be allocated if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder. A bidder will be declared non-responsive and be disqualified if the reference from the Bidder does not confirm that the Bidder has met the Mandatory requirement(s).
- e) **Calculation of Total Technical Merit Score:** The Total Technical Merit Score (out of a maximum possible - set out in Attachment 4.1 – Stream A and Attachment 4.2 – Stream B) will be calculated as follows:

total number of points obtained / maximum number of points available multiplied by 70%.

4.5 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Financial Score using the Pricing Tables completed by the bidders in Attachment 3.1 – Stream A and Attachment 3.2– Stream B Pricing Tables.

- a) **Calculation of Total Financial Score:** The Total Financial Score (out of a maximum possible of 30%) will be determined using the following steps:
- i) The Annual Variable Service Cost will be calculated using the total of pricing tables in Attachment 3.1 – Stream A and Attachment 3.2 – Stream B;
 - ii) The Total Transition Service Cost will be calculated using the total of the pricing tables in Attachment 3.1 – Stream A and Attachment 3.2 – Stream B;
 - iii) The Total Evaluated Bid Price will be calculated as the sum of the Annual Variable Service Cost and Total Transition Service Cost in Attachment 3.1 – Stream A and Attachment 3.2 Stream B;
 - iv) Stream A = The Total Evaluated Bid Price x 30% = The Total Financial Score
 - v) Stream B = The Total Evaluated Bid Price x 30% = The Total Financial Score



b) **Calculation of Total Bid Score:**

For each responsive bid, the Total Bid Score will be determined as follows:

Stream A = Total Technical Merit Score + Total Financial Score = Total Bid Score

Stream B = Total Technical Merit Score + Total Financial Score = Total Bid Score

4.6 Verification of Eligibility Requirements

Before recommending award of a Supply Arrangement to a Supplier, Canada will assess whether the Supplier meets all eligibility requirements described in this Solicitation, including but not limited to:

- a) Confirming the Supplier holds a valid organizational security clearance as indicated in Annex C – Security Requirements Check List;
- b) Conducting the Integrity Check described in Section 01 of Public Services and Procurement Canada's 2003 Standard Instructions – Goods or Services – Competitive Requirements;
- c) Conducting the Supply Chain Integrity check, assessing the Supply Chain Security Information submitted by the Bidder in response to Annex E through the Supply Chain Integrity (SCI) process.

4.7 Basis of Selection

- a) To be declared responsive, a bid must:
 - i) comply with all the requirements of the bid solicitation;
 - ii) meet all mandatory Technical evaluation criteria as outlined in attachment 4.1 and attachment 4.2; and
 - iii) obtain the required minimum of 70% for Technical Rated Criteria as outlined in attachment 4.1 and attachment 4.2
- b) Bids not meeting (i) or (ii) or (iii) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
- c) The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- d) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.



- f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
 - i) Stream A = Total Technical Merit Score + Total Financial Score = Total Bid Score
 - ii) Stream B = Total Technical Merit Score + Total Financial Score = Total Bid Score
- g) SSC will determine, at its sole discretion which of the two solutions will be acquired. The responsive bid with the highest Total Bid Score will be recommended for award of a contract
- h) If more than one bidder is ranked first because of identical overall combined Total Bid Score, the bidder with the lowest Total Evaluation Bid Price will become the top-ranked bidder
- i) An example is given below for illustration purposes. Based on the calculations provided, a contract would be awarded to Bidder 3 which offers the highest total overall score taking into consideration both the technical merit and the price of the bidder's proposal.

| TABLE – Example of Selection Method (Best Value Determination) | | | |
|---|-----------------------------|--|---------------------|
| Highest Combined Rating Technical Merit (70%) and Price (30%) | | | |
| Compliant Bidders | | | |
| (Minimum technical points required: 65) | | | |
| | Bidder 1 | Bidder 2 | Bidder 3 |
| Total Technical Points | 55 | 60 | 65 |
| Total cost per Attachment 3.1 Table for Resource Categories for All Identified Contract Periods | \$12,500,000.00 | \$15,000,000.00 | \$18,000,000.00 |
| Total Transition Cost | \$2,000,000.00 | \$1,000,000.00 | 1,500,000.00 |
| Total Resource + Transition Cost | \$14,500,000.00 | \$16,000,000.00 | \$19,500,000.00 |
| Maximum Technical Score: 65 | | Minimum Total Resource + Transition Cost: \$14,500,000.00 | |
| Calculation | Technical Points | Price Points | Total Points |
| Bidder 1 | $(55/65) \times 70 = 59.23$ | $(\$14,500,000 / \$14,500,000) \times 30 = 30$ | 89.23 |
| Bidder 2 | $(60/65) \times 70 = 64.62$ | $(\$14,500,000 / \$16,000,000) \times 30 = 27.19$ | 91.81 |
| Bidder 3 | $(65/65) \times 70 = 70$ | $(\$14,500,000 / \$19,500,000) \times 30 = 22.31$ | 92.30 |

e) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite



the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.



5. Resulting Contract Clauses

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

5.1 Requirement

- a) _____ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, providing the Solution described in the Contractor's bid (including, but not limited to Service Desk Services, Service Management Services, Transition Services and Governance and Relationship Management Services), in accordance with, and at the prices set out in, the Contract. This includes:
- i) providing the monthly variable Service Desk Services, in accordance with Annex A, Statement of Work, - Stream A or B (insert at Contract Award); and
 - ii) providing Service Desk Transition Services, in accordance with Annex A Stream A/B (insert at contract Award), Statement of Work;

from two Contractor-provided facilities at geographically distinct locations in Canada.

- b) **Client:** Under the Contract, the "**Client**" is Shared Services Canada. This Contract will be used by SSC to provide services to its "**Clients**", which include SSC itself and other government institutions. SSC may choose to use this Contract for some or all of its Clients and may use alternative means to provide the same or similar services.
- c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d) **Defined Terms:** Terms used in this Contract are defined in Schedule A7 of Annex A. Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, any reference to a "**deliverable**" or "**deliverables**" includes all documentation outlined in this Contract.
- e) **Task Authorization (TA)**
- i) Purpose of a TA: Services to be provided under the Contract on an as-and-when-requested basis will be ordered by Canada using Form 3 - Task Authorization Request and Acceptance Form ("TA Form").
 - ii) TA Procedures: Once it receives the TA Form, the Contractor must submit a quotation to the Contract Authority, identifying its proposed resources and detailing the cost and time to complete the task(s). The quotation must be based on the rate(s) set out in the Contract. The Contractor will not be paid for providing the quotation or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within 5 working days of the request.



- iii) Authority to Issue a TA: The Contracting Authority will be the only authority to issue tasks authorizations.
- iv) Charges for Work under a TA: The Contractor must not charge Canada anything more than the price set out in the TA unless Canada has issued a TA amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work.
- v) TA Acceptance

Once the Contractor's quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. Whether or not to approve or issue a TA is entirely within Canada's discretion.

The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a fully signed TA Form has been received, and any work performed in its absence is done at the Contractor's own risk.
- vi) Task Authorization Quotations: The Contractor is required to submit a responsive quotation in response to every TA Form issued to it by Canada. In addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default if during the Contract Period the Contractor in at least three instances has either not responded or has not submitted responsive quotations when issued a TA Form. A responsive quotation is one that is submitted within the time stated in the TA Form and meets all requirements of the TA issued, including quoting the required number of resources that meet the minimum experience and other requirements of the Categories of Personnel identified in the TA at pricing not exceeding the rates of Annex B.
- vii) Consolidation of TAs for Administrative Purposes: The Contract may be amended from time to time to reflect all TAs issued and approved by Canada to date, to document the Work performed under those TAs for administrative purposes.
- viii) TA Reports: The Contractor must submit to the Contracting Authority a TA report on a quarterly basis that identifies each TA issued during that quarter and its dollar value.
- ix) Period of Services: No Task Authorizations may be entered into after the expiry date of the Contract.

5.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A, and the Contractor's technical bid entitled _____, dated _____.

5.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp) (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.



5.4 General Conditions

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

5.5 Supplemental General Conditions

4006 Contractor to Own Intellectual Property Rights in Foreground Information (2010-08-16), apply to and form part of the Contract.

5.6 Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. P2P-40545 -STREAM-A

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved document Safeguarding at the level of PROTECTED A and B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED A and B including an IT Link at the level of PROTECTED A and B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, 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 _____;
 - (b) Industrial Security Manual (Latest Edition)

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. P2P-40545 -STREAM-B

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved document Safeguarding at the level of PROTECTED A and B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.



3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED A and B including an IT Link at the level of PROTECTED A and B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, 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 _____;
 - (b) Industrial Security Manual (Latest Edition)

5.7 Official Languages Requirement

The Contractor must provide all support services to users in the official language of their choice, for both the End User Service Desk and Enterprise Service Desk services. Those support services, including all written and verbal communications, must be of equal quality and level of service in English and French, at all times.

5.8 Term of Contract

- a) **Contract Period** : The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, **which includes** :
 - i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends three years later; and
 - ii) the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b) **Option to Extend the Contract:**
 - i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one year option periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii) Canada may exercise this option at any time before the expiry date of the Contract by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment

5.9 Authorities

- a) **Contracting Authority:** The Contracting Authority for the Contract is:

Julie Bampton
Manager, Procurement Operations
Procurement and Vendor Relations



Shared Services Canada
180 Kent Street, 13th Floor, Ottawa, Ontario K1G 4A8

613-790-5915
julie.bampton@canada.ca

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

- b) **Technical Authority:** The Technical Authority for the Contract is: (Will be provided at contract award)

Name:
Title:
Shared Services Canada
Address:

Telephone:
E-mail address:

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

- c) **Contractor's Representative:** (Will be provided at contract award)

Name:
Title:
Organization:
Address:

Telephone:
E-mail address:

5.10 Payment

- a) **Basis of Payment**

- i) **Service Desk Services:** For the provision of on-going Service Desk Services for the Enterprise Service Desk and End User Service Desk, Canada will pay the Contractor the Monthly Variable Service Costs set out in the Contract (based on the firm price set out in Annex B of this contract), GST/HST extra.

Estimated Cost: _____

- ii) **Transition Services:** For the provision of service desk Transition Services, Canada will pay the Contractor the firm prices set out in Annex B of this contract, GST/HST extra.

**Estimated Cost:** _____

- iii) **Professional services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B – Basis of Payment, GST/HST extra. The per diem rate is based on a 7.5 hour workday exclusive of meal breaks. Partial days will be prorated based on actual hours worked. When actual time worked in a day is in excess of 7.5 hours, all time worked in excess of 7.5 hours will be paid based on the prorated per diem rate, for actual hours worked.
- iv) **Professional Services under a Task Authorization provided with a Firm Price:** For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Annex B of this contract), GST/HST extra

Estimated Cost under Task Authorization: _____

- b) **Service Level Credits:** The Contractor is responsible for ensuring that performance meets or exceeds Minimum Service Levels in each month of the Contract term. For failure to meet the Minimum Service Level for any Service Level Category in any month, the Contractor will provide a Service Level Credit to SSC in accordance with the process detailed in Annex A Schedule B2 – Service Credits.
- c) **Service Level Earn Backs:** Where the Contractor delivers service at or above the Minimum Service Level for a given Service Level Category in each of the three (3) months immediately following the months in which a Service Level Failure has occurred for that given Service Level Category, the Contractor will receive an Earn Back Amount. Earn Back Amounts shall be calculated in accordance with the process detailed in Annex A Schedule B2 – Service Credits.
- d) **Reduced Resource Credits:** For each Base Service where, in each of the three (3) calendar months in the Measurement Period, the actual Service Volume experienced by SSC with respect to such Base Service was less than the Monthly Baseline Service Volume for such Base Service by more than the Dead Band, then the Contractor will pay or credit to SSC a RRC with respect to such Base Service, as described in Schedule B1 of Annex A.
- e) **Method of Payment**
 - i) **Service Desk Services:** Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
 - (A) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (B) all such documents have been verified by Canada;
 - (C) the Work performed has been accepted by Canada.



- ii) **Transition Services:** Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex G of the Contract and the payment provisions of the Contract, if:
 - (A) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (B) all such documents have been verified by Canada;
 - (C) all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.
- f) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- g) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

5.11 Limitation of Expenditure

- a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____ and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- b) 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:
 - i) when it is 75 percent committed, or
 - ii) four (4) months before the contract expiry date, or
 - iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



5.12 Invoicing Instructions

- a) 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.
- b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment Provision.
- c) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and the all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d) The Contractor must provide the original of each invoice to the Technical Authority. On request, the contractor must provide a copy of any invoices requested by the Contracting Authority.
- e) In the event that Canada is entitled to a Service Credit or an Earn Back Amount, the Service Credit or Earn Back Amount will be applied to the invoices to be issued to Canada in respect of the Work in question, as set out in Annex A Schedule B2 – Service Level Requirements of Annex A.
- f) In the event that Canada is entitled to a Reduced Resource Credit, the Reduced Resource Credit will be applied to the invoices to be issued to Canada in respect of the Work in question, as set out in Schedule B1 – Pricing Provisions of Annex A.
- g) The Contractor must include adjustments for Service Credits or Reduced Resource Credits owing to Canada, or for Earn Back Amounts, in the invoice that follows the month after the month in which the Credits or Earn Back Amounts accrue.
- h) Each invoice must be supported by:
 - i) a copy of time sheets to support the time claimed;
 - ii) a copy of the release document and any other documents as specified in the Contract;
 - iii) a copy of the invoices, receipts, vouchers for all direct expenses
 - iv) a copy of the monthly progress report.
- i) Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- j) Invoice submission through P2P Portal: The Contractor can submit invoices electronically through the SSC P2P portal in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed. In the alternative, the Contractor may seek the consent of the Contracting Authority to submit invoices using an alternative method.

For Task Authorizations, the Contractor's invoice must indicate which line item(s) and the quantity for which it is invoicing.

If the Contractor submitted an advance shipping notice, the invoice should be linked to this advance shipping notice in the SSC P2P portal. The Contractor may link more than one



advance shipping notice to the invoice. The invoice must match the total quantity and price of the advance shipping notices.

5.13 Certifications

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

5.14 Applicable Laws

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

5.15 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) these Articles of Agreement; including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b) Supplemental General Conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- c) 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 C, Security Requirements Check List;
- g) Annex D, Privacy Obligations;
- h) Annex E, Supply Chain Security Information (SCSI);
- i) Annex F, ICT Accessibility Requirements;
- j) Annex G, Milestone Schedule (to be inserted at contract award based on the winning bid);
- k) the Contractor's bid dated _____ (insert date of bid).

5.16 Foreign Nationals (Canadian Contractor)

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

5.17 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or



maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

5.18 Limitation of Liability Information Management/Information Technology

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

- b) First Party Liability:
 - i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
 - ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i) above.
 - v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.75 times the total estimated cost



(meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

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

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

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

The Parties are only liable to one another for damages to third parties to the extent described in this paragraph (c).

5.19 Safeguarding Electronic Media

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



Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

5.20 Representations and Warranties

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

5.21 Transition of Services at end of Contract Period

In the period leading up to the end of the Contract, the Contractor agrees to make all reasonable efforts to assist Canada with the transition to a new service provider, as detailed in Schedule A3 of Annex A. The Contractor must cooperate with a new service provider to ensure that smooth and seamless transition of services occurs. The Contractor must ensure that overall operational availability is not disrupted; existing service levels are maintained and Contract deliverables continue to be delivered while transition and knowledge transfer to a new service provider occurs.

If the services are still required upon the expiry date of the last option period the Contract the Contractor agrees to continue services at the same rate. This will be completed through a formal contract amendment authorized by the Contracting authority.

5.22 Ongoing Supply Chain Integrity Process

- a) The Parties acknowledge that a Supply Chain Integrity Process assessment was a key component of the procurement process that resulted in the award of this Contract. In connection with that assessment process, Canada assessed the Contractor's Supply Chain Security Information (SCSI) without identifying any security concerns. The following SCSI was submitted:
- i) an IT product list; and
 - ii) a list of subcontractors.

This SCSI is included as Annex E. The Parties also acknowledge that security is a critical consideration for Canada with respect to this Contract and that on-going assessment of SCSI will be required throughout the Contract Period. This Article governs that process.

- b) The process described in this Article may apply to a single product, to a set of products, or to all products manufactured or distributed by a particular supplier.
- c) In situations in which a subcontractor specified by Canada considers any information required to be submitted pursuant to this Article to be proprietary, the subcontractor may submit the SCSI directly to the Contracting Authority. However, it remains the responsibility of the Contractor to ensure that all subcontractor updates to the SCSI are submitted on a timely basis. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to products) may be different and may include factors such as the availability of other subcontractors to complete the work.
- d) Any service levels that are not met due to a transition to a new product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure



in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.

- e) If the Contractor becomes aware that any subcontractor is deploying products subject to security concerns in relation to Services, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2035, Subsection 6(3).
- f) Any determination made by Canada will constitute a decision with respect to a specific product or subcontractor and its proposed use under this Contract, and does not mean that the same product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.
- g) Assessment of New SCSI:
 - i) During the Contract Period, the Contractor and its subcontractors will inevitably need to deploy "new products" in relation to the Services (i.e., any hardware, software or firmware that was not on the IT Products List approved by Canada as part of the SCSI assessment during the procurement process or in a subsequently approved version of the IT Products List). In that regard:
 - ii) The Contractor must revise its IT Products List at least once every 3 calendar months to show all changes made to existing products (e.g., firmware upgrades), as well as all deletions and additions to the list that affect the Services (including products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. Changes made to the IT Product List must be accompanied with revised network diagram(s) when applicable. If no changes have been made during a 3 calendar month period, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged.
 - iii) The Contractor must also revise its list of subcontractors if the subcontractors performing any part of the Work change during the Contract Period.
 - iv) The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new products that it anticipates deploying on its network (for example, as it develops its "technology roadmap" or similar plans). This will allow Canada to assess those products in advance so that any security concerns can be identified prior to the products being deployed in connection with the Services. Canada will endeavour to assess proposed new products within 30 calendar days, although lengthier lists of products may take additional time.
 - v) Canada reserves the right to conduct a complete, independent security assessment of all new products. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.
 - vi) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSI.

5.23 Change of Control

- a) If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious



to national security, Canada may terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 90 calendar days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.

- b) If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 30 calendar days of receiving Canada’s determination, arrange for another subcontractor, acceptable to Canada, to deliver the portion of the Services being delivered by the existing subcontractor (or the Contractor must deliver this portion of the Services itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 120 calendar days of receiving the original notice from the Contractor regarding the change of control.
- c) In this Article, termination on a “no-fault” basis means that neither party will be liable to the other in connection with the change of control and the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.
- d) Despite the foregoing, Canada’s right to terminate on a “no-fault” basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner.

5.24 Joint Venture Contractor

- a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor’s original bid]*.
- b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i) _____ has been appointed as the “representative member” of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - iii) all payments made by Canada to the representative member will act as a release by all the members.
- c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada’s opinion, affects the performance of the Work in any way.



- d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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



Annex A

Statement of Work

Separate Document Labeled – Annex A – **Statement of Work – Stream A**



Annex A

Statement of Work

Separate Document Labeled – Annex A – **Statement of Work – Stream B**



ANNEX B – BASIS OF PAYMENT

This Schedule describes the Basis of Payment to the Contractor for satisfactory completion of the services described in **ANNEX A – STATEMENT OF WORK (insert Stream A or Stream B upon contract award)**.

1.0 Transition Service Cost

In accordance with the following table, the Contractor shall invoice SSC upon satisfactory completion (and acceptance by SSC) of Transition Service Milestones. For greater clarity, if a Transition Milestone Delivery Date is not met, payment will not be made until that milestone is completed.

Table 1: Transition Service Costs

| Transition Service Milestone Description | Transition Milestone Delivery Date | Transition Milestone Payment Amount |
|--|------------------------------------|-------------------------------------|
| 1. | | \$ |
| 2. | | \$ |
| 3. | | \$ |
| 4. | | \$ |
| 5. | | \$ |
| 6. | | \$ |
| 7. | | \$ |
| 8. | | \$ |
| 9. | | \$ |
| 10. | | \$ |
| 11. | | \$ |
| 12. | | \$ |
| 13. | | \$ |
| 14. | | \$ |
| 15. | | \$ |
| TOTAL TRANSITION SERVICE COST | | \$ |

2.0 Service Cost

This Section details the Service Cost of the Enterprise Service Desk (ESD) and End User Service Desk (EUSD) Service Desk Services respectively. The Service Cost will be comprised of the following:

- i. Variable Service Cost
- ii. Variable Service Cost Adjustment



2.1 Variable Service Unit Cost

SSC will be invoiced for Service Desk Services using the product of the applicable Monthly Baseline Service Volume multiplied by the applicable Variable Service Unit Cost.

2.1.1 Monthly Baseline Service Volumes

Monthly Baseline Service Volumes are established at the outset of the contract for the ESD and EUSD as follows:

Table 2: Monthly Baseline Service Volumes

| | Year 1 | Year 2 | Year 3 | (Optional) Years 4-7 |
|--------------------------------------|--------|--------|--------|----------------------|
| ESD Monthly Baseline Service Volume | 26,000 | 26,000 | 26,000 | 26,000 |
| EUSD Monthly Baseline Service Volume | 36,000 | 36,000 | 36,000 | 36,000 |

2.1.2 Variable Service Unit Cost

The following table lists the Contractor’s Monthly Variable Service Unit Cost for the ESD and EUSD respectively:

Table 3: Monthly Variable Service Unit Cost

| | Year 1 | Year 2 | Year 3 | (Optional) Years 4-7 |
|---|--------|--------|--------|----------------------|
| ESD Monthly Variable Service Unit Cost | \$ | \$ | \$ | \$ |
| EUSD Monthly Variable Service Unit Cost | \$ | \$ | \$ | \$ |

2.1.3 Monthly Variable Service Cost Calculation

The following table details the Monthly Variable Service Cost for the ESD and EUSD respectively:

Table 4: Monthly Variable Service Cost Calculation for ESD

| | Year 1 | Year 2 | Year 3 | (Optional) Years 4-7 |
|-------------------------------------|--------|--------|--------|----------------------|
| ESD Monthly Baseline Service Volume | 26,000 | 26,000 | 26,000 | 26,000 |
| ESD Variable Service Unit Cost | \$ | \$ | \$ | \$ |



| | Year 1 | Year 2 | Year 3 | (Optional) Years 4-7 |
|--|--------|--------|--------|-------------------------|
| ESD Monthly Variable Service Cost | \$ | \$ | \$ | \$ |

Table 5: Monthly Variable Service Cost Calculation for EUSD

| | Year 1 | Year 2 | Year 3 | (Optional) Years 4-7 |
|---|-----------|-----------|-----------|-------------------------|
| EUSD Monthly Baseline Service Volume | 36,000 | 36,000 | 36,000 | 36,000 |
| EUSD Variable Service Unit Cost | \$ | \$ | \$ | \$ |
| EUSD Monthly Variable Service Cost | \$ | \$ | \$ | \$ |

2.2 Variable Service Cost Adjustments

This section details the cost adjustment rates to be applied when the Service Volume for the Measurement Period is greater or less than the Dead Band (+/- 5% of Monthly Baseline Service Volume) for each month of the measurement period.

An upset range of +/- 20% of Monthly Baseline Service Volumes has been established. Actual Service Volumes above the upset range for three consecutive months, or below the upset range for three consecutive months, will trigger a re-establishment of the Monthly Baseline Service Volume, Variable Service Unit Cost and Variable Service Cost Adjustments (ARC and Reduce RRC) for the effected desk. For avoidance of doubt, triggering the upset limit will not impact the ARC or RRC otherwise calculated. The re-establishment of the Monthly Baseline Service Volume, Variable Service Unit Cost and Variable Service Cost Adjustments (ARC and RRC) for the effected desk shall be applied prospectively.

2.2.1 Variable Service Cost Adjustments for the Enterprise Service Desk (ESD)

The Variable Cost Adjustment Rates for the ESD are:

| | Year 1 | Year 2 | Year 3 | (Optional) Years 4-7 |
|--|--------|--------|--------|-------------------------|
| Upper Upset Limit (Number of Contacts in Month) | 31,200 | 31,200 | 31,200 | 31,200 |
| Additional Resource Charge Unit Rate (ARC) | \$ | \$ | \$ | \$ |
| Upper Limit of Dead Band (Number of Contacts in Month) | 27,300 | 27,300 | 27,300 | 27,300 |
| Baseline Volume (Number of Contacts in Month) | 26,000 | 26,000 | 26,000 | 26,000 |



| | | | | |
|---|--------|--------|--------|--------|
| Lower Limit of Deadband (Number of Contacts in Month) | 24,700 | 24,700 | 24,700 | 24,700 |
| Reduced Resource Charge Unit Rate (RRC) | \$ | \$ | \$ | \$ |
| Lower Upset Limit (Number of Contacts in Month) | 20,800 | 20,800 | 20,800 | 20,800 |

2.2.2 Variable Service Cost Adjustments for the End User Service Desk (EUSD)

The Variable Cost Adjustment Rates for the EUSD are:

Table 6: Variable Service Cost Adjustments for EUSD

| | Year 1 | Year 2 | Year 3 | (Optional) Years 4-7 |
|--|--------|--------|--------|----------------------|
| Upper Upset Limit (Number of Contacts in Month) | 43,200 | 43,200 | 43,200 | 43,200 |
| Additional Resource Charge Unit Rate (ARC) | \$ | \$ | \$ | \$ |
| Upper Limit of Dead Band (Number of Contacts in Month) | 37,800 | 37,800 | 37,800 | 37,800 |
| Baseline Volume (Number of Contacts in Month) | 36,000 | 36,000 | 36,000 | 36,000 |
| Lower Limit of Deadband (Number of Contacts in Month) | 34,200 | 34,200 | 34,200 | 34,200 |
| Reduced Resource Charge Unit Rate (RRC) | \$ | \$ | \$ | \$ |
| Lower Upset Limit (Number of Contacts in Month) | 28,800 | 28,800 | 28,800 | 28,800 |

2.3 Professional Services

For the provision of Professional Services, as and when requested by Canada through a validly issued Task Authorization, and in consideration of the Contractor satisfactorily completing all of its obligations in accordance with the Contract, the Contractor will be paid the following Firm All Inclusive Per Diem rates for work performed pursuant to this Contract, Applicable Taxes extra. The Firm All Inclusive Per Diem Rate will be pro-rated for partial days.



| Fixed Per Diem Rate | | | | | | |
|---------------------|--|---------------------------|-----------------|-----------------|-----------------|-----------------|
| | Category of Personnel | Contract Period (3 years) | Option Period 1 | Option Period 2 | Option Period 3 | Option Period 4 |
| 001 | Client Executive | \$ | \$ | \$ | \$ | \$ |
| 002 | Service Delivery Manager | \$ | \$ | \$ | \$ | \$ |
| 003 | Business Analyst | \$ | \$ | \$ | \$ | \$ |
| 004 | Project Manager | \$ | \$ | \$ | \$ | \$ |
| 005 | Business Continuity/Disaster Recovery Specialist | \$ | \$ | \$ | \$ | \$ |
| 006 | Service Desk Support Agent | \$ | \$ | \$ | \$ | \$ |

Additional Resource Categories

Fixed all inclusive daily rates for Labour Categories not identified above and which are required for "as and when requested" Work to be performed in accordance with 7.2 Task Authorization of the Contract, will be negotiated as and when required by the Contracting Authority. The fixed all-inclusive daily rates must be fair and reasonable and the Contractor must demonstrate they are not in excess of the best price for similar type quality and quantity of work. Canada reserves the right to apply Contract Cost Principles 1031-2 and the PWGSC departmental Profit Policy in effect at the time. The fixed all-inclusive daily rates will only apply to the Task Authorization for which they were negotiated unless incorporated into the Contract through a formal Contract amendment issued by the Contracting Authority.



ANNEX C

SECURITY REQUIREMENTS CHECK LIST - Stream A

See attached PDF



ANNEX C

SECURITY REQUIREMENTS CHECK LIST - Stream B

See attached PDF



ANNEX D

PRIVACY OBLIGATIONS

In addition to the requirements set out in Annex A, the Contractor is required to adhere to the following Privacy Obligations throughout the Contract period:

PERSONAL INFORMATION

1.0 INTERPRETATION

- i. In the Contract, unless the context otherwise requires:
 - (a) "General Conditions" means the general conditions that form part of the Contract;
 - (b) "Personal Information" means information collected or generated in the performance of the Work, about an identifiable individual, including the types of information specifically described in the *Privacy Act*, R.S. 1985, c. P-21; and includes any Persistent Anonymous Identifier (PAI) that is associated with a User's credential and the IP address of the user. For greater certainty, the authentication requests and responses containing these various data elements must be treated as Personal Information;
 - (c) "Record" means any hard copy document or any data in a machine-readable format containing Personal Information; and
 - (d) "User" means an authorized user of the Enterprise Vulnerability Management Solution ((name of service))
- ii. Words and expressions defined in the General Conditions and used in these Personal Information provisions have the meanings given to them in the General Conditions.
- iii. If there is any inconsistency between the General Conditions and these Personal Information provisions, the applicable provisions of these Personal Information provisions prevail.
- iv. These provisions only apply to information collected or generated in the course of the performance of the Work.

2.0 OWNERSHIP AND MANAGEMENT OF PERSONAL INFORMATION AND RECORDS

- i. The Contractor acknowledges that it has no rights to the Personal Information or the Records and that Canada owns the Records. On request, the Contractor must make all the Personal Information and Records available to Canada within 2 Federal Government Working Days where the data resides on the (name of service) and within 5 FGWD when the data needs to be retrieved from off-site backup media in a format acceptable to Canada.
- ii. In the course of this Contract, the Contractor will be responsible for managing and safeguarding the Personal Information that it has collected or generated on behalf of Canada. To perform the Work, the Contractor may be provided with and/or will be collecting personal Information from individual users.
- iii. Use of Personal Information
 - i. The Contractor agrees to create, send, collect, receive, manage, access, use, retain, and dispose of the Personal Information and the Records only to perform the Work in accordance with the Contract unless otherwise authorized by Canada in writing.



- ii. The Contractor must not use techniques such as, but not limited to, inter-linking, cross-referencing, data mining, or data matching from multiple sources on the Personal Information collected in relation to the Work, unless otherwise authorized by Canada in writing.

3.0 COLLECTION AND DISCLOSURE OF PERSONAL INFORMATION

- i. If the Contractor must collect Personal Information from a third party to perform the Work, the Contractor must only collect Personal Information that is required to perform the Work. The Contractor must collect the Personal Information from the individual to whom it relates and the Contractor must inform that individual (at or before the time when it collects the Personal Information) of the following:
 - (a) that the Personal Information is being collected on behalf of, and will be provided to, Canada;
 - (b) the ways the Personal Information will be used;
 - (c) that the disclosure of the Personal Information is voluntary or, if there is a legal requirement to disclose the Personal Information, the basis of that legal requirement;
 - (d) the consequences, if any, of refusing to provide the information;
 - (e) that the individual has a right to access and correct his or her own Personal Information; and
 - (f) that the Personal Information will form part of a specific personal information bank (within the meaning of the *Privacy Act*), and also with information about which government institution controls that personal information bank.
- ii. The Contractor, its subcontractors, and their respective employees must identify themselves to the individuals from whom they are collecting Personal Information, and must provide those individuals with a way to verify that they are authorized to collect the Personal Information under a Contract with Canada.
- iii. If requested by the Contracting Authority, the Contractor must develop a request for consent form to be used when collecting Personal Information.
- iv. At the time it requests Personal Information from any individual, if the Contractor doubts that the individual has the capacity to provide consent to the disclosure and use of his or her Personal Information, the Contractor must ask the Contracting Authority for instructions.
- v. The Contractor is prohibited from collecting Personal Information by telephone unless requested by the Contracting Authority. The Contractor must then develop a request for consent form to be used when collecting Personal Information, or a script for collecting the Personal Information by telephone. The Contractor must not begin using a form or script unless the Contracting Authority first approves it in writing. The Contractor must also obtain the Contracting Authority's approval before making any changes to a form or script.
- vi. The Contractor is prohibited from disclosing or transferring any Personal Information except as necessary for the purposes of fulfilling its obligations under this Contract or unless otherwise directed to do so in writing by the Contracting Authority.
- vii. If the Contractor receives any request for disclosure of Personal Information for a purpose not authorized under the Contract, or if it becomes aware that disclosure may be required by law, the Contractor must immediately notify the Contract Authority about the request or demand for disclosure and must not disclose the Personal Information unless otherwise directed to do so in writing by the Contracting Authority.



- viii. The Contractor must ensure that its User Interface (UI) design and operation allows the Government of Canada to fulfill its privacy requirements to identify the purpose of collecting Personal Information and to inform the individuals of the purpose for the collection and the ways the Personal Information will be used.

4.0 MAINTAINING THE ACCURACY, PRIVACY AND INTEGRITY OF PERSONAL INFORMATION

- i. The Contractor must ensure that the Personal Information provided by Canada continues to be accurate, complete, and up to date. The Contractor must protect the privacy and integrity of the Personal Information. To do so, at a minimum, the Contractor must:
- (a) not use any personal identifiers (e.g., social insurance number) to link multiple databases containing Personal Information collected or generated for the Work unless directed to do so by Canada;
 - (b) segregate all Personal Information and Records it maintains on behalf of Canada from the Contractor's own information and records and from any of the Contractor's clients' information and records;
 - (c) restrict access to the Personal Information and the Records to people who require access to perform the Work (eg. by using passwords or biometric access controls);
 - (d) provide training to anyone to whom the Contractor will provide access to the Personal Information regarding the obligation to keep it confidential and use it only to perform the Work. The Contractor must provide this training before giving an individual access to any Personal Information and the Contractor must keep a record of the training and make it available to the Contracting Authority if requested;
 - (e) if requested by the Contracting Authority, before providing anyone with access to the Personal Information, require anyone to whom the Contractor provides access to the Personal Information to acknowledge in writing (in a form approved by the Contracting Authority) their responsibilities to maintain the privacy and confidentiality of the Personal Information;
 - (f) keep a record of all requests made by Canada on behalf of an individual to review his or her Personal Information, and any requests to correct errors or omissions in the Personal Information (whether those requests are made directly by an individual or by Canada on behalf of an individual). Any Record which was the subject of an administrative action, including a request for correction, must be retained for a minimum of 2 years, as prescribed in section 4 of the Privacy Regulations (SOR/83-508);
 - (g) include a notation on any Record(s) that an individual has requested be corrected if the Contractor has decided not to make the correction for any reason. Whenever this occurs, the Contractor must immediately advise the Contracting Authority of the details of the requested correction and the reasons for the Contractor's decision not to make it. If directed by the Contracting Authority to make the correction, the Contractor must do so;
 - (h) keep a record of the date and source of the last update to each Record;
 - (i) maintain an audit log that electronically records all instances of and attempts to access Records stored electronically. The audit log must be in a format that can be reviewed by the Contractor and Canada at any time; and must contain the date, time and source of all updates to each Record; and
 - (j) secure and control access to any hard copy Records including maintaining a record of any modifications or updates made to hard copy Records for a minimum of 2 years, as prescribed in section 4 of the Privacy Regulations (SOR/83-508)



(k) Privacy Management Plan (PMP)

The Contractor must provide a Privacy Management Plan during Operational Readiness Phase 1 (refer to Annex__General SOW)

5.0 SAFEGUARDING PERSONAL INFORMATION

- i. To the extent any Personal Information is stored on Contractor systems or the Contractor is required to handle (collect, retain, use, disclose and dispose) any Personal Information or records, the Contractor must safeguard the Personal Information at all times by taking all administrative, physical and technical security measures that are necessary to secure and protect its availability, integrity and confidentiality. Such measures must be approved by Canada. To do so, at a minimum, the Contractor must:
 - (a) store the Personal Information electronically and implement adequate access controls for access to the system or database in which the Personal Information is stored in accordance with Appendix B to Annex A, Security Requirements;
 - (b) restrict access to the Personal Information and the Records by ensuring that passwords or other access controls are provided only to individuals who require access to the Personal Information in order to perform the Work;
 - (c) ensure that employees who have access to the system have been granted the appropriate security clearance as specified by Canada in accordance with the SRCL;
 - (d) not outsource the electronic storage of Personal Information to a third party (including an affiliate) unless the Contracting Authority has first consented in writing and that a Privacy Impact Assessment has been conducted;
 - (e) safeguard the Personal Information transmitted, processed, or stored by the Contractor in a manner appropriate for the sensitivity of the Personal Information;
 - (f) implement any reasonable security or protection measures requested by Canada from time to time; as a Task Authorization or a Change Request (as appropriate); and
 - (g) notify the Contracting Authority immediately of any privacy and security breaches; for example, any time an unauthorized individual accesses any Personal Information.
- ii. The Contractor's obligations to protect Personal Information shall continue even after the completion or termination of the Contract to the extent required by law.
- iii. The Contractor must indicate where (physically and geographically) Personal Information in machine-readable format is stored (for example, the location where any server housing a database including any Personal Information is located), including back-ups.
- iv. The Contractor must provide a list of all locations where hard copies of Personal Information are stored.
- v. The Contractor must provide a list of every person to whom the Contractor has granted access to the Personal Information or the Records as well as their security clearance level.

6.0 PROTECTION AND SECURITY OF DATA STORED IN DATABASES

- i. The Contractor must ensure that all the databases containing any information related to the Work are located in Canada.
- ii. The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls) and otherwise meet the requirements of this article.



- iii. The Contractor must ensure that all data relating to the Contract is processed only in Canada.
- iv. Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.

7.0 APPOINTMENT OF PRIVACY OFFICER

The Contractor must appoint a Privacy Officer from within their organization to be accountable for Privacy and to act as its representative for all matters related to the Personal Information and the Records. The Contractor must provide that person's name to the Contracting Authority within 10 FGWDs of the award of the Contract.

8.0 QUARTERLY REPORTING OBLIGATIONS

Within 30 calendar days of the end of each quarter (January-March; April-June; July-September; October-December), the Contractor must submit the following to the Contracting Authority:

- i. a description of any new measures taken by the Contractor to protect the Personal Information (eg. new software or access controls being used by the Contractor);
- ii. a description of any changes made to the software, the access controls and the operating procedures, which may have privacy implications;
- iii. a list of any corrections made to Personal Information at the request of Canada on behalf of an individual (including the name of the individual, the date of the request, and the correction made);
- iv. details of any complaints received from individuals about the way in which their Personal Information is being collected or handled by the Contractor;
- v. a list with details of any privacy or security breaches; and
- vi. a complete copy (in an electronic format agreed to by the Contracting Authority and the Contractor) of all the Personal Information stored electronically by the Contractor.



Annex E

Supply Chain Security Information (SCSI)

See attached Document - Labeled Annex E - Supply Chain Security Information (SCSI)



Annex F

ICT Accessibility Requirements

See attached Document - Labeled Annex F - ICT Accessibility Requirements



Annex G

Schedule of Milestones

(To be inserted at Contract Award based on the successful bid)



ATTACHMENT 2.1

SSC Standard Instructions for Procurement Documents

See attachment - Labelled Attachment 2.1 SSC Standard Instructions



ATTACHMENT 3.1

PRICING SCHEDULE

See attachment - Labelled Attachment 3.1 - Stream A Pricing Schedule



ATTACHMENT 3.2

PRICING SCHEDULE

See attachment - Labelled Attachment 3.2 - Stream B Pricing Schedule



ATTACHMENT 4.1

TECHNICAL EVALUATION

**See attachment - Labelled Attachment 4.1 - Stream A Evaluation Criteria and
Technical Bid Response**



ATTACHMENT 4.2

TECHNICAL EVALUATION

See attachment - Labelled Attachment 4.2 - Stream B Evaluation Criteria and Technical Bid Response



ATTACHMENT 5.2

IT CONTROLS

**See attachment - Labelled Attachment 5.2 IT Controls Response Template -
Stream A**



ATTACHMENT 5.3

IT CONTROLS

**See attachment - Labelled Attachment 5.3 IT Controls Response Template -
Stream B**



FORM 1

| BID SUBMISSION FORM | |
|---|---|
| Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i> | |
| Authorized Representative of Bidder for evaluation purposes (e.g., clarifications) | Name |
| | Title |
| | Address |
| | Telephone # |
| | Fax # |
| | Email |
| Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i> | |
| Jurisdiction of Contract: Province in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) | |
| Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant". | Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant" |
| | Is the Bidder a FPS who received a lump sum payment under the terms of a work force adjustment directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant" |
| Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the Bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.] | |
| Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> <i>[Note to Bidders: Please ensure that the security clearance matches the legal name of</i> | |



| | |
|---|--|
| <i>the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i> | |
| <p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none">1. The Bidder considers itself and its services 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; and4. 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 | |



**FORM 2
CODE OF CONDUCT CERTIFICATION FORM**

| |
|---|
| Adresse de courriel /E-mail Address: |
| |
| Ministère/Department: |
| |
| Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier |
| |
| Adresse du fournisseur / Supplier Address |
| |
| NEA du fournisseur / Supplier PBN |
| |
| Numéro de la demande de proposition Request for Proposal Number |
| |
| Membres du conseil d'administration (Utilisez le format - Prénom Nom) Board of Directors (Use format - first name last name) |
| 1. Membre / Director |
| 2. Membre / Director |
| 3. Membre / Director |
| Autres Membres/ Additional Directors: |



FORM 3

TASK AUTHORIZATION FORM

| TASK AUTHORIZATION (TA) FORM | | | | | |
|--|---------------------------|---|---------------|-----------------------|------------|
| CONTRACTOR | | CONTRACT NUMBER: | | | |
| COMMITMENT # | | FINANCIAL CODING: | | | |
| TASK NUMBER (AMENDMENT): | | ISSUE DATE: | | RESPONSE REQUIRED BY: | |
| 1. STATEMENT OF WORK (WORK ACTIVITIES AND DELIVERABLES): | | | | | |
| SEE ATTACHED FOR STATEMENT OF WORK AND CERTIFICATIONS REQUIRED. | | | | | |
| 2. PERIOD OF SERVICES: | | FROM (DATE): | TO (DATE): | | |
| 3. WORK LOCATION: | | | | | |
| 4. TRAVEL REQUIREMENTS: | | | | | |
| 5. LANGUAGE REQUIREMENTS: | | | | | |
| 6. OTHER CONDITIONS/CONSTRAINTS: | | | | | |
| 7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR' PERSONNEL: | | | | | |
| RESOURCE CATEGORY | NAME OF PROPOSED RESOURCE | PWGSC SECURITY FILE NUMBER | PER DIEM RATE | ESTIMATED # OF DAYS | TOTAL COST |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| ESTIMATED COST | | | | | |
| GST | | | | | |
| TOTAL LABOUR COST | | | | | |
| ESTIMATED TRAVEL COST (IN ACCORDANCE WITH TBS GUIDELINES) | | | | | |
| TOTAL ESTIMATED COST | | | | | |
| 8. SIGNING AUTHORITIES: | | | | | |
| Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor | | Contractor (signature) | | Date: | |
| Name, Title and Signature of Individual Authorized to Sign on Behalf of SSC – Contract Authority | | SSC-PVR- Contract Authority (signature) | | Date: | |
| You are requested to sell to her Majesty The Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein, or attached hereto, the services listed herein and in any attached sheets at the price set out thereof. | | | | | |