

Secretariat

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Heather.Ross@tbs-sct.gc.ca & zzTBSCONT@tbs-sct.gc.ca

Proposal to: Treasury Board of Canada Secretariat

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

Propositions aux : Secrétariat du Conseil du Trésor du Canada

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

Solicitation No Nº de l'invitation	Type - Genre	Update - Mise à jour
24062-20-431		
Solicitation closes - La demande prend fin	TBS File No N	Iº de dossier de SCT
· ·		
on - le November 2, 2020	24062-20-	·431
Solicitation closes - La demande prend fin at - à 2:00 PM EDT on - le November 2, 2020	TBS File No N 24062-20-	№ de dossier de SCT •431

Please ensure this area appears in window of return envelope S'assurer que cette partie figure dans la fenêtre de l'enveloppe-réponse

Date of Solicitation - Date de la demande September 21, 2020 Address inquiries to - Adresser toute demande de renseignements à Heather Ross, Senior Contracting Officer heather.ross@tbs-sct.gc.ca Area code and Telephone No. Facsimile No. N° de télécopieur Code régional et N° de téléphone 613-291-3773 NA Special Instructions- Instructions spéciales

Instructions: Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quoted are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B, including all delivery charges to destination(s) as indicated. The amount of the GST/HST is to be shown as a separate item.

Instructions:

Les taxes municipales ne s'appliquent pas.

Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être F.A.B, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la TPS/TVH devra être un article particulier.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée		
Vendor Name Address - Nom et adre	esse du fournisseur		
Facsimile No Nº de télécopieur			
Telephone No N° de téléphone			
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)			
Name / Nom			
Title/ Titre			
Signature :			
Date :			

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

1.2 Summary

- a. This bid solicitation is being issued to satisfy the requirement of the Treasury Board of Canada Secretariat (the "**Client"**) for the conduction of compensation comparability and job evaluation studies for selected bargaining units and/or occupational groups within the Federal Public Service.
- a. It is intended to result in the award of up to three (3) contracts not to exceed a total value of \$2,000,000.00 including tax. Each contract will be for three (3) years plus a one (1) one-year irrevocable option period allowing Canada to extend the term of the contract.
- b. Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 and 2004.
- d. Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in Part 5 Certifications of the bid solicitation.
- e. There is a security requirement associated with this requirement. For additional information, see Part 6 – Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. Bidders should consult the "<u>Security Requirements</u> on PWGSC Bid Solicitations – Instructions for <u>Bidders</u>" document on the Departmental Standard Procurement Documents (http://ssi-iss.tpsgcpwgsc.gc.ca) Website.
- f. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- g. The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the attachment titled "Federal Contractor's Program for Employment Equity – Certification."

1.3 Debriefings

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

A de-brief is intended to:

- 1. Provide the Bidder with feedback on their proposal and the solicitation process;
- 2. Review the evaluation of the Bidder's proposal and explain where they met or failed to meet the criteria;
- 3. Identify strengths and weaknesses in the Bidder's proposal to assist them with preparing future proposals.

A de-brief is not an opportunity for the Bidder to debate the evaluation or request a re-evaluation of the proposal.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

All references to the Minister of Public Works and Government Services should be deleted and replaced with the President of the Treasury Board. Also all reference to the Department of Public Works and Government Services should be deleted and replaced with the Treasury Board of Canada Secretariat.

The <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 180 days

* Now known formally as Public Services and Procurement Canada (PSPC).

2.2 Submission of Bids

Responses are to be sent by email to: Heather Ross

Contracting Authority: E-mail: <u>Heather.Ross@tbs-sct.gc.ca</u> & <u>zzTBSCONT@tbs-sct.gc.ca</u> By 2:00 PM (14:00) On November 2, 2020 Time Zone: Eastern Daylight Saving Time (EDT)

2.3 Submission of Proposal (Bid) By Email

Bidders must submit their proposal electronically by email. However, all financial information must be presented in a separate attachment from the Technical Response information and each attachment should include the solicitation number. Bidders who submit an e-mail response to the proposal, the following applies:

For email transmission of an electronic version, the only acceptable email is:

Heather.Ross@tbs-sct.gc.ca and zzTBSCONT@tbs-sct.gc.ca

The electronic transmission must be received by bid closing date and time as stipulated on page 1 of the RFP and include the solicitation number. For email transmissions, Canada will not be responsible for any failure or delay attributable to the transmission or receipt of the email including but not limited to:

- · receipt of incomplete bid
- file size (TBS's maximum allowable is 15MB)
- delay in transmission or receipt of the bid
- failure of the Bidder to properly identify the bid
- illegibility of the bid; or
- security of the bid data.

Please note that .zip files may be rejected by Treasury Board of Canada Secretariat servers.

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement during Solicitation Period

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

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

*** Canada requests that bidders provide their technical, financial and certification bids in separate sections as follows:

Section I: Technical Bid: 1 soft copy via email to: <u>Heather.Ross@tbs-sct.gc.ca</u> & <u>zzTBSCONT@tbs-sct.gc.ca</u>

Section II: Financial Bid: 1 soft copy via email to: <u>Heather.Ross@tbs-sct.gc.ca</u> & <u>zzTBSCONT@tbs-sct.gc.ca</u>

Section III: Certification:

1 soft copy via email to: <u>Heather.Ross@tbs-sct.gc.ca</u> & <u>zzTBSCONT@tbs-sct.gc.ca</u>

The electronic transmission must be received by bid closing date and time as stipulated on page 7 of the RFP and include the solicitation number. Canada will not be responsible for any failure or delay attributable to the transmission or receipt of the email including but not limited to:

- receipt of incomplete bid;
- file size (TBS's maximum allowable is 15MB)
- delay in transmission or receipt of the bid;
- failure of the Bidder to properly identify the bid;
- illegibility of the bid; or
- security of the bid data.

Please note that .zip files may be rejected by Treasury Board of Canada Secretariat servers.

Note to Bidders: FAILURE TO SUBMIT A FINANCIAL PROPOSAL WILL RESULT IN DISQUALIFICATION AND REMOVAL FROM THE BIDDING PROCESS

PRICES MUST APPEAR IN THE FINANCIAL BID ONLY. NO PRICES MUST BE INDICATED IN ANY OTHER SECTION OF THE BID.

- **A.** Format for Bid: Canada requests that bidders follow the format instructions described below in the preparation of their electronic bid :
 - i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - ii. use a numbering system that corresponds to the bid solicitation;
 - iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative;
 - iv. Include a table of contents; and
 - v. Soft copies will be accepted in any of the following electronic formats:
 - Portable Document Format .pdf
 - Microsoft Word 97/2000 (.doc)
 - Microsoft Excel 97/2000 (.xls)

B. Submission of Only One Bid:

- i. The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will set aside all bids received from members of that bidding group.
- ii. For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

C. Joint Venture Experience:

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

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

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

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

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

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

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

That show in total 100 billable days.

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

3.2 Section I: Technical Bid

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

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

3.3 Section II: Financial Bid

- A. Bidders must submit their financial bid in Canadian funds and in accordance with the Pricing Schedule as detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive Hourly rate in each cell requiring an entry in the pricing tables.
- **B.** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- **C.** When preparing their financial bid, Bidders should review clause 4.3, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.7, Payment, of Part 7 of the resulting contract clauses.

3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

3.5.1 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code and Country

The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

3.6 Exchange Rate Fluctuation

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

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted firm all-inclusive Hourly rate for the resources identified. The following table will be use in the financial evaluation.

NOTE: The Bidder's financial proposal must be submitted in Canadian Funds, GST/HST excluded, FOB Destination, customs duties and excise tax included. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

Prices must only appear in the Financial Bid and in no other part of the bid.

***Note to Bidders:

• Additional resources can be added if required as described in 5.0 Personnel requirement of the SOW.

Resource Firm all-inclusive HOURLY rate, GST/HST extra (in Cdn \$) Category					Total (in Cdn \$)
	Year 1 A	Year 2 B	Year 3 C	Option Year 1 D	E = A+B+C+D
Senior Analyst	\$	\$	\$	\$	\$
Intermediate Analyst	\$	\$	\$	\$	\$
*Proposed additional Resource(s)					
****Add additional rows as required.					
Sub-total (Total Bid Price)					\$
Applicable Taxes					\$
Total					\$

Note to Bidders:

1.0 Rates quoted by Bidders for each of the years of the contract as outlined above must not be lower than the corresponding rates quoted for previous year(s).

2.0 The hourly rate(s) proposed by the Bidder are for the whole contract period. The services under the resulting contract will be provided on an "as and when requested" basis through the issuance of Task Authorizations. The Crown has estimated up to 2,000,000.00 dollars for the resulting contract (taxes included), but the actual use will vary depending on the rates of the successful Bidder as well as how the projects evolve

through the years. The minimum work guarantee (clause 7.1.2 - L) of the resulting contract) is the only commitment on the part of the Crown.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In addition to any other time periods established in the bid solicitation:
 - i. **Requests for Clarifications**: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Requests for Further Information**: If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions Goods or Services Competitive Requirements:
 - A. verify any or all information provided by the Bidder in its bid; or
 - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.

iii. Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

a. Mandatory Technical Criteria:

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 1 to Part 4, Technical Evaluation Criteria.

b. Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 1 to Part 4, Technical Evaluation Criteria.

c. Reference Checks:

- i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders within a 48-hour period using the email address provided in the bid. Canada will not award any points unless the response is received within five (5) working days of the date that Canada's email was sent.
- ii. On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within five (5) working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The Bidder will have 24 hours to submit the name of a new contact. That contact will again be given five (5) working days to respond once Canada sends its reference check request.
- iii. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- iv. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders to be recommended for contract award.

d. Number of Resources Evaluated:

Only a certain number of resources will be evaluated as part of this bid solicitation as identified in Attachment 1 to Part 3. Additional Resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 - Resulting Contract Clauses, the Article titled "Task Authorization".

When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form's Statement of Work. Should a replacement resource be proposed, that resource will be assessed against the criteria identified in the Resources Assessment Criteria and Response Table in Appendix D to Annex A of the Contract. They must meet all the mandatory evaluation criteria and achieve a score in the point-rated criteria that is the same as or higher than the resource originally proposed

4.3 Financial Evaluation

Unless otherwise specified in the RFP, the financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders. The Bidder must provide firm, all inclusive, hourly rates for the Categories of Personnel being proposed in accordance with the bid solicitation.

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

4.4 Substantiation of Professional Services Rates

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honor, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bid, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:

- a. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
- a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
- c. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation); or
- d. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid, while, at a minimum, recovering its own costs.

Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the relevant resource, Canada may declare the bid non-compliant, if the rate bid is at least 15% lower than the median price bid by compliant bidders for the resulting contract for the relevant resource(s).

4.5 Basis of Selection - Highest Combined Rating of Technical Merit 70% and Price 30%

- 4.5.1 To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all the mandatory evaluation criteria; and
 - (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.
- 4.5.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
- 4.5.3 The selection 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.
- 4.5.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
- 4.5.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
- 4.5.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.5.7 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.
- 4.5.8 The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)					
Bidder	Bidder 1	Bidder 2	Bidder 3		
Overall Technical Score Bid Evaluated Price	88 C\$60,000	82 C\$55,000	92 C\$50,000		
Calculations	Technical Merit Points	Price Points	Total Score		
Bidder 1	88 / 100 x 70 = 61.6	50,000*/60,000 x 30 = 25.00	86.60		
Bidder 2	82 / 100 x 70 = 57.4	50,000*/55,000 x 30 = 27.27	84.67		
Bidder 3	92 / 100 x 70 = 64.4	50.000*/50.000 x 30 = 30.00	94.40		

* represents the lowest Bid evaluated price

4.6 Contract funding Allocation:

TBS intends to award one (1) contract to the 1st three (3) highest ranked bidders receiving the highest combined total score(s) of technical merit and price in accordance with the Basis of Selection above.

- i. If the results show that three (3) bidders are found compliant, a maximum of \$667,000.00 including tax will be awarded to each compliant bidder.
- ii. If the results show that two (2) bidders are found compliant, a maximum of \$1,000,000.00 including tax will be awarded to each compliant bidder.
- iii. If the results show that only one (1) bidder is found compliant, a maximum of \$2,000,000.00 including tax will be awarded.

ATTACHMENT 1 TO PART 4 TECHNICAL EVALUATION CRITERIA

1. INSTRUCTIONS

To demonstrate the compliance with all the mandatory and point-rated technical evaluation criteria listed below, the Bidder must provide a copy of the proposed resource's CV (résumé), which indicates the individual's experience relevant to the statement of work and the evaluation criteria below. The CV should not be written to simply repeat the tasks listed in the statement of work or in the evaluation criteria.

In describing the proposed resource's experience relative to each of the mandatory and point-rated technical (evaluation) criteria below, the Bidder should address each element of the evaluation criteria, and provide the following information:

ITEM	SUBMISSION REQUIREMENTS
a)	Client Organization Name for which the work was performed.
b)	Client Contact info:
	Name, Title, phone number and/or email address
c)	Project/contract duration (start and completion date in month/year).
d)	Description / Summary of the project/contract including a description of the work and products developed and delivered by the Bidder.

For each criterion, the Bidder must submit the name of at least one client reference along with their phone number and/or email address. The Crown, at its discretion, may contact the reference to verify the information provided in the bid.

PLEASE SEE FOLLOWING PAGE FOR TECHNICAL EVALUATION CRITERIA ...

2. MANDATORY TECHNICAL EVALUATION CRITERIA

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to clearly demonstrate compliance with this requirement. Simply repeating the statement contained in the bid solicitation is not sufficient.

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

2.1 CORPORATE MANDATORY REQUIREMENT

ITEM	MANDATORY REQUIREMENT	MET / NOT MET	CROSS REFERENCE TO PROPOSAL
M1	The Bidder must demonstrate its experience in leading a minimum of three (3) projects over the last five (5) years (60 months) where they conducted total compensation comparability studies for either a private or public sector organization.		
	The total compensation studies must have included methodological competency with quantitative analysis in the area of total compensation as defined in Appendix A of Annex A of the Statement of Work.		
	This includes conducting projects that required extensive experience in developing total compensation methodologies and analyzing and comparing sub-components of total compensation, including benefit plan structures and values, across organizations.		

2.2 BIDDERS' PROJECT TEAM MANDATORY REQUIREMENT

ITEM	MANDATORY REQUIREMENT	MET / NOT MET	CROSS REFERENCE TO PROPOSAL
M2	Project Team		
	The Bidder must propose a *Project Team, composed at a minimum of one (1) senior analyst and one (1) intermediate- level analyst, to deliver the work described in the Statement of Work.		
	In order to qualify, the Bidder must provide detailed CV's of <u>each</u> of its proposed team resources. All CV's must clearly demonstrate the resource's experience and knowledge that are directly related to the work to be performed as described in Annex A, Statement of Work.		
	Note: Project Team refers to Partner, Project Manager/Leader, Senior and Intermediate Analysts, and/or Junior resources.		
М3	Project Management Experience		
	The Bidder must demonstrate that, at least one member of their proposed Project Team has the following experience:		
	1) Two (2) years (24 months) of demonstrated project management experience, within the last five (5) years (60 months), from the date of bid closing, in at least one (1) of the following knowledge areas:		
	 Project Integration Management Project Scope Management Project Time Management Project Cost Management Project Quality Management Project Human Resource Management Project Communications Management Project Risk Management Project Procurement Management 		
	-OR-		
	2) Having either successfully completed the equivalent of six months of full time Project Management Training at a provincially accredited Project Management Training Institution or evidence of Project Management Institute accreditation and one (1) year (12 months) of demonstrated project management experience, within the last three (3) years (36 months), from the date of bid closing, in one or more of the knowledge areas described above.		

ITEM	MANDATORY REQUIREMENT	MET / NOT MET	CROSS REFERENCE TO PROPOSAL
M4	Education Requirements		
	The Bidder must demonstrate that each senior and intermediate-level analysts possess the following Educations Credentials:		
	 A university degree or college diploma in a field related to human resources management, such as business administration, public administration, industrial relations, commerce or psychology; 		
	 AND Completion of a professional development program in human resources administration; 		

2.3 RESOURCE MANDATORY CRITERIA

ITEM	MANDATORY REQUIREMENT	MET / NOT MET	CROSS REFERENCE TO PROPOSAL
M5	Senior Analyst Experience		
	The Bidder must demonstrate that each senior analyst part of its proposed Project Team has three (3) years (36 months) of cumulative experience in conducting total compensation comparability studies (including conducting job matching studies) in the private or public sector over the last seven (7) years (84 months).		
	This must be clearly demonstrated by listing experience acquired through work related to specific projects / studies.		
M6	Intermediate-level Analyst Experience		
	The Bidder must demonstrate that each intermediate-level analyst part of the proposed Project Team must have at least one (1) year (12 months) of cumulative experience in conducting total compensation comparability studies (including conducting job matching studies) in the private or public sector over the last five (5) years (60 months). This must be clearly demonstrated by listing experience acquired through work related to specific projects / studies.		

2.4 POINT-RATED TECHNICAL EVALUATION CRITERIA

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. The Bidder must provide the necessary documentation to clearly demonstrate compliance with this requirement. Simply repeating the statement contained in the bid solicitation is not sufficient.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point-rated technical criterion should be addressed separately.

UNDERSTANDING THE REQUIREMENTS

RI	1 APPROACH AND METHODOLOGY	SCORE	CROSS REFERENCE TO PROPOSAL		
effectively of	should clearly demonstrate how it will organize and complete the tasks outlined in the of Work in order to achieve the objectives of the				
Scoring will	be based on the following considerations:				
	e issues covered (i.e. description of the posed approach and methodology)	/20			
the rele obj clea the pro	e depth of analysis of the issues covered (i.e. proposed approach and methodology are evant and adapted to effectively achieve the ectives of the project). Methodology must arly be linked to the project objectives (i.e. how methodology will allow for the objectives of the ject to be met.)				
Total RT1	Maximum: 20 points				
	Table 1				
0 points	Information provided does not address the crite Bidder receives 0% for the available points for t				
6 points	Information provided demonstrates understandi Bidder receives 30% of the available points for		elements of the criterion.		
10 points	10 points Information provided demonstrates understanding for most but <u>not all of the elements</u> of the criterion. Bidder receives 50% of the available points for this element.				
16 points	16 points Information provided clearly demonstrates a full understanding of all of the elements of the criterion. Bidder receives 80% of the available points for this element.				
20 points	Criterion is dealt with in depth; information provi understanding of all of the elements of the criter methodologies that are relevant for this project. this element.	rion and proposes	s innovative approaches and		

RT2 ACCESS TO DATA			
REQUIREMENTS	POINT ALLOCATION	SCORE	CROSS REFERENCE TO PROPOSAL
The Bidder should demonstrate its ability to access a wide variety of data. This includes being able to leverage past experience conducting total compensation analysis by having ready access to a proprietary database of compensation and / or total compensation data that can be used to compare to federal public service positions.	 A- Bidder's past experience in accessing proprietary databases to conduct wage or total compensation comparability studies: No experience = 0 points Experience in 1 project = 5 points Experience in 2 projects = 8 points Experience in 3 or more projects = 10 points 	Maximum allowable points are 10	
	 B- Relevance of proprietary databases the Bidder has access to, for compensation comparability studies involving comparisons with federal public service positions: No access to databases = 0 points Access to database(s) with information on wages only = 5 points Access to database(s) with information on wages as well as some (but not all) components of total compensation = 8 points Access to database(s) with information on wages as well as some (but not all) components of total compensation = 8 points Access to database(s) with information on wages as well as all components of total compensation =10 points 	Maximum allowable points are 10 Total RT2 Maximum: 20 points /20 points	

RT3 JOB EVALUATION STUDIES				
REQUIREMENTS	POINT ALLOCATION	SCORE	CROSS REFERENCE TO PROPOSAL	
The Bidder should demonstrate its experience in leading projects over the last five years (60 months) that involved conducting job evaluation studies in either the private or public sector.	No experience: 0 points			
Additional Bidder Information Requirements:	Experience leading 1 project = 5 points	/10 points		
The job evaluation studies should have been completed using an established job evaluation tool. This includes evaluations based on job descriptions and other contextual information where available (e.g., questionnaires).	Experience leading 2 projects = 8 points Experience leading			
The job evaluation tool must have been able to assess and compare a range of jobs, roles and responsibilities and assess the value of the job to the organization based on factors such as Skill, Effort, Responsibility and Working Conditions.	3 or more projects = 10 points			
The Contractor should have a license and the authority to use the job evaluation tool being proposed in the context of the study.	Total RT3 Maximum points: 10 points			

RT4 INTERNAL RELATIVITY STUDIES			
REQUIREMENTS	POINT ALLOCATION	SCORE	CROSS REFERENCE TO PROPSOAL
The Bidder should demonstrate its experience in leading projects over the last five years (60 months) that involved conducting internal relativity studies in either the private or public sector.	No experience: 0 points		
Additional Bidder Information Requirements:	Experience leading 1 project = 5 points	/10 points	
Experience assessing internal relativity across a range of work (i.e. different types of jobs). This includes using the results of a job evaluation study (can include the same studies referenced previously or the jobs under consideration) and how job value relates to total compensation or specific components of compensation.	Experience leading 2 projects = 8 points Experience leading 3 or more projects = 10 points		
	Total RT4 Maximum points: 10 points		
Total Points		60	
Bidder's Score		/60	

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 CERTIFICATIONS REQUIRED WITH BID

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

a. Declaration of Convicted Offences

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

5.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – BID CERTIFICATION

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from *Employment and Social Development Canada (ESDC) - Labour's* website

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the <u>"FCP Limited Eligibility to Bid"</u> list during the period of the Contract.

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

5.3 PROFESSIONAL SERVICES RESOURCES

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

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

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

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

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

5.4 CERTIFICATION OF LANGUAGE

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in both or either Canada's official languages (French and / or English) as required at the time of TA issuance. The individual(s) proposed must be able to communicate orally and in writing in French and / or English without any assistance and with minimal errors.

5.5 EDUCATION AND EXPERIENCE

By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.6 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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

5.6.1 Former Public Servant

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000.00, including Applicable Taxes.

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

Name of Supplier's Authorized Signatory

Signature of Supplier's Authorized Signatory

Date

5.6.2 Federal Contractors Program For Employment Equity – Certification

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

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and</u> <u>Social Development Canada (ESDC) – Labour's</u> website.

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

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u>.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent fulltime and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - () A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

() B1. The Bidder is not a Joint Venture.

OR

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 Resulting Contract Clauses;
 - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- For additional information on security requirements, Bidders should refer to the <u>Contract Security</u> <u>Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website.
- 4. In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 REQUIREMENT

- a. [(the Contractor) (TO BE PROVIDED AT CONTRACT AWARD) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract.
- b. Client(s): Under the Contract, the "Client" is Treasury Board of Canada Secretariat.
- 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 Term**: Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
 - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

7.2 Task Authorization (TA)

A) As-and-when-requested Task Authorizations:

The Work or a portion of the Work to be performed under the Contract will be on an "as-and-whenrequested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

B) Allocation of Task Authorizations:

More than one contract is anticipated to be awarded for this requirement. Up to a maximum of three (3) separate contractors may be awarded the contract (qualified) based on the Basis of Selection as specified in the Bid Evaluation Criteria in Attachment 1 to Part 4. As TAs will invariably address different areas of specialization (e.g., wage studies vs. total compensation studies vs. specific elements of total compensation such as pensions and benefits), a TA will initially be directed to the most suited qualified contractor as determined by the Project / Technical Authority.

If a contractor confirms in writing that it is unable to perform a TA as a result of previous commitments under another TA(s) or contract, the request to perform the TA in question will then be forwarded to another qualified suitable contractor, at the Project Authority's discretion. This process will continue until the TA can be performed by another contractor. If no contractor can perform the TA in question, Canada reserves the right to acquire the required Work by other means. A contractor may advise the Project Authority and the Contracting Authority in writing that it is unable to carry out additional tasks in a TA as a result of previous commitments under another TA(s) and no request to perform a TA will be sent to that contractor until that contractor has given notice in writing to the Project Authority and the Contracting Authority that it is available to perform additional tasks.

C) Task Authorization Process:

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

D) Approval Process

If Canada approves the Contractor's task response, Canada (by its authorized representative, as described in this contract) will issue the TA by forwarding a fully signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion.

E) Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:

To be validly issued, a TA must include the following signatures:

- (i) for any TA with a value less than or equal to \$0.00 (including Applicable Taxes), the TA must be signed by the Technical Authority and the Contracting Authority (or his/her representative from the TBS Procurement & Contracting Unit) and the Contractor; and
- (ii) for any TA with a value greater than this amount, a TA must be signed by the Technical Authority and the Contracting Authority (or his/her representative from the TBS Procurement & Contracting Unit) and the Contractor.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada.

Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TA's at any time or reduce the dollar value threshold described in sub-article (i) above; any suspension or reduction notice is effective upon receipt.

F) Contents of a TA

A Task Authorization must contain the following information, if applicable:

- (i) a task number;
- (ii) the number of resources in each category required;
- (iii) a statement of work for the task outlining the activities to be performed and identifying any deliverables;
- (iv) the duration of the task is to be carried out (start and end dates);
- (v) milestone dates for deliverables and payments (if applicable);
- (vi) the number of person-hours of effort required;
- (vii) the specific work location;
- (viii) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
- (ix) any other constraints that might affect the completion of the task.

G) Charges for Work under a TA

The Contractor must not charge Canada anything more than the price set out in the Task Authorization 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.

H) Consolidation of TAs for Administrative Purposes

The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.

I) Refusal of Task Authorizations

Unless specified otherwise in the RFP, the Contractor is required to submit a response in response to every draft statement of task issued by Canada. Canada may immediately, and without further notice, terminate the Contract for default if the Contractor does not submit a response in response to a draft statement of task issued during the Contract Period.

J) Evaluation and Qualification of Replacement Resources

Any replacement resource proposed after contract award, in response to a TA, must be compliant with the associated mandatory evaluation criteria, and achieve a score in the point-rated criteria that is the same as or higher than the resource originally proposed, for the resource category under which they are being proposed as per Appendix D to Annex A, Resources Assessment Criteria And Response Table.

K) NON-DISCLOSURE AGREEMENT – Task Authorizations

By submitting a proposed resource, the contractor confirms that they have obtained from its employee(s) or subcontractor(s) their concurrence of the Non-Disclosure Agreement (NDA), attached at Appendix F to Annex A, prior to any Task Authorization Approval. The Contracting Authority may request a signed copy of the NDA at any time.

L) Minimum Work Guarantee - Task Authorizations

- 1. In this clause,
 - i. **"Maximum Contract Value"** means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
 - ii. "Minimum Contract Value" means \$15,000.00 (excluding Applicable Taxes)
- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

M) Periodic Usage Reports - Contracts with Task Authorizations

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

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

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

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Project / Technical Authority no later than 5 calendar days after the end of the reporting period.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

<u>2035 (</u>2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

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

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

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

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

7.4 Security Requirements

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

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS) with approved Document Safeguarding at the **level of protected B**, issued by the CSP of the ISS, PSPC;

2. The contractor/offeror personnel requiring access to protected information, assets or work site(s) must each hold a valid **Reliability** status, granted or approved by the CSP/ISS/PSPC;

3. The Contractor must not utilize its Information Technology systems to electronically process, produce or store protected information until the CSP/ISS/PSPC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the **level of protected B**;

4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of Treasury Board of Canada Secretariat;

5. The contractor/offeror must comply with the provisions of the Security Requirements Check List and the Statement of Work and IT Security Guide + IT Requirements.docx:

- Contractor will work from his/her premises
- Contractor will be escorted on TBS premises

7.4.2 Contractor's Sites or Premises Requiring Safeguarding Measures

7.4.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

7.4.2.2 The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Contractor and individuals hold a valid security clearance at the required level.

7.5 Term of Contract

7.5.1 Period of the Contract

The Period of the Contract is from date of Contract Award to March 31st, 2024 inclusive.

7.5.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least sixty (60) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

(to be determined at contract award)

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

7.6.2 Project Authority

The Project Authority for the Contract is:

(to be determined at contract award)

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

7.6.3 Contractor's Representative

(to be determined at contract award)

The duties and responsibilities of the Contractor Representative includes the following:

1. Responsible for the overall management of the Contract;

2. Ensure that the Contract is administered in accordance with the terms and conditions of the Contract;

3. Act as a single point of contact to resolve any contractual disputes that may arise. The Contract Representative must have direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;

4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;

5. Monitor all resources that are providing services/deliverables in accordance with the Contract;

6. Liaise with the Project Authority on all matters concerning technical aspects of the Work and performance of its resources; and

7. Manage the transition of any potential resource(s) turnover during the period of the Work.

7.7 Payment

7.7.1 Basis of Payment

One or more of the basis of payment options below will be specified in each TA:

a) Firm Price TA

In consideration of the Contractor satisfactorily completing all of its obligations under the approved TA, the Contractor will be paid the firm price stipulated in the approved TA, as determined in accordance with the basis of payment, in Annex B. Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 TA Approval Authority before their incorporation into the Work.

b) TA subject to a Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the approved TA, as determined in accordance with the basis of payment, in Annex B, to the limitation of expenditure specified in the approved TA.

Canada's total liability to the Contractor under the approved TA must not exceed the limitation of expenditure specified in the approved TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the approved TA 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 TA Approval 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 TA Approval Authority. The Contractor must notify the TA Approval Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the final delivery date specified in the approved TA, or
- (c) as soon as the Contractor considers that the approved TA funds are inadequate for the completion of the Work specified in the approved TA,

whichever comes first.

If the notification is for inadequate approved TA funds, the Contractor must provide to the TA Approval Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.2 Pre-Authorized Travel and Living Expenses

Canada will reimburse the Contractor for pre-authorized reasonable and proper travel and living expenses incurred to perform the Work, without any allowance for overhead or profit, and these costs will be reimbursed in accordance with the Treasury Board Travel Directive in effect at the time: http://www.tbs-sct.gc.ca/travel/travel_e.html.

All travel must be pre-approved by the Project / Technical Authority. While there is no travel expected in the conduct of the work, each Task Authorization will describe any travel, if required and will be reviewed and approved in advance by the Project / Technical Authority.

7.8 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.

7.9 Professional Services Rates:

In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource types that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

7.10 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 commitments to purchase specific amounts or values of services are described elsewhere in the Contract.

7.11 CANADA'S TOTAL RESPONSIBILITY

7.11.1 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- 1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$1,769,911.50. Customs duties are excluded, and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

4. 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.

7.12 METHODS OF PAYMENT - APPROVED TA

The following methods of payment will form part of the approved TA:

7.12.1 For a Firm Price TA:

A <u>Single Payment</u>

For the Work specified in an approved firm price TA:

Canada will pay the Contractor upon completion and delivery of the Work or upon completion and delivery of milestone deliverables 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 delivered has been accepted by Canada.

B <u>Milestone Payments</u>

- a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:
- b) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- c) all required certificates have been signed by the respective authorized representatives; all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.12.2 Limitation of Expenditure Price TAs:

For the Work specified in an approved TA subject to a limitation of expenditure or ceiling price:

A Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

B <u>Monthly Payments</u>

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.

7.13 Electronic Payment of Invoices – Contract

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

(to be determined at Contract award)

- a. Direct Deposit (Domestic and International);
- b. Wire Transfer (International Only);

7.14 Time Verification

C0711C – Time Verification (2008-05-12):

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

7.15 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed (if required);
- b. a copy of the release document and any other documents as specified in the Contract (if required);
- c. a copy of the invoices, receipts, and vouchers for all direct expenses (if required);
- d. a copy of the monthly progress report (if required).

2. Invoices must be sent electronically via email to:

(to be determined at contract award)

7.16 Certifications and Additional Information

7.16.1 Compliance

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

7.16.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "<u>FCP Limited Eligibility to Bid</u>" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.17 Applicable Laws

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

7.18 **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. General Conditions 2035 (2020-05-28) High Complexity Services;
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. Annex C, Security Requirements Check List;
- f. The signed Task Authorizations including any required Certifications;
- g. the Contractor's bid dated _____(to be inserted at contract award).

7.19 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC Manual clause <u>A2000C</u> (*insert date*) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause <u>A2001C</u> (*insert date*) Foreign Nationals (Foreign Contractor)

7.20 Insurance

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.

7.21 No Responsibility to Pay for Work Not Performed Due to Closure Of Government Offices

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

7.22 Safeguarding Electronic Media

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

7.23 Access to Canada's Property and Facilities

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

7.24 Transition Services at End of Contract Period

The Contractor agrees to execute the transition tasks identified in the Statement of Work, in the period leading up to the end of the Contract Period, and it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier.

7.25 Identification Protocol Responsibilities

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

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

7.26 Proactive Disclosure of Contracts with Former Public Servants

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

7.27 Dispute Resolution

(a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

(b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

(c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

(d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX A

STATEMENT OF WORK

1.0 TITLE

Compensation Comparability and Job Evaluation Studies for Various Occupational Groups within the Federal Public Service.

2.0 OBJECTIVE

The Expenditure Management Sector (EMS) of the Treasury Board of Canada Secretariat (TBS) requires the services of a Contractor to conduct compensation comparability and job evaluation studies over the next four fiscal years for selected bargaining units and / or occupational groups within the federal public service.

The objective of the compensation comparability studies is to compare the value of components of total compensation (e.g. wages, health and dental benefits, pension) for specific groups within the federal public service with compensation offered in the private sector and/or other public sectors, while job evaluation studies are to compare the job value and/or internal relativity of selected occupational groups relative to their comparators within the Core Public Administration (CPA).

3.0 BACKGROUND

TBS negotiates with 28 different bargaining units represented by 18 bargaining agents. These groups comprise some 220,000 employees in the Core Public Administration. In support of the collective bargaining process, TBS requires that compensation comparability studies be conducted to assess how elements of federal government compensation compare with compensation offered in the private sector and/or other public sectors. TBS may also require studies that compare the value of work across a different range of occupational groups. These studies can include: wage comparability studies, job evaluation studies, internal relativity studies, total compensation comparability studies, and other studies to assess comparability of specific components of total compensation (e.g. health and dental benefits, pension plans).

4.0 SCOPE OF WORK

On an "as and when requested" basis through the issuance of Task Authorizations (TA), TBS will require the conduct of several wage comparability studies, total compensation comparability studies, job evaluations studies, internal relativity and other studies to assess comparability of specific components of total compensation.

Wage and Total Compensation Comparability Studies for Various Occupational Groups

A number of wage and total compensation comparability studies will need to be conducted for various occupational groups in the Federal Public Service. Each wage and compensation study will entail the research and analysis of work descriptions for selected positions in a given occupational group or set of occupational groups within the Federal Public Service and of similar positions within the private and other public sectors. Wage comparability study focuses on the comparison of wages across organizations. Total compensation comparability studies examine additional components of compensation beyond wages, which include some or all of the components listed in Appendix A to Annex A – Total Compensation Components.

This work requires the collection of compensation data and the preparation of reports. It should be completed over a period spanning from two (2) to six (6) months, depending on the depth (e.g., focusing on specific elements such as wages, or taking a comprehensive approach measuring all aspects of total

compensation) and breadth (e.g., number of occupational groups, number of private/other public sector organizations) of the study.

The compensation data used in wage and total compensation comparability studies will need to be incumbent or organization-based, representative of a full-time full-year employee and must reflect compensation earned over an entire year. To complete these studies, the following information may be required to be collected (as applicable):

- Total compensation, total direct payments and total indirect payments reflecting the low (25th percentile), middle (50th percentile) and high end (75th percentile) of the market, plus the means, minima and maxima, where applicable. See Appendix A to Annex A for a reference list of the various components of total compensation.
- Total compensation must be provided on an hourly basis.
- o Total number of employees in each comparable position.
- Proportion of employees in each comparable position by status (full-time year-round employment, part-time year-round, seasonal/term).
- Standard weekly hours of work.
- Years of service of employees in position (mean, maximum, minimum).
- Start and expiry dates of collective agreements.
- Breakdown by major industry and by region (Atlantic region, Quebec, Ontario, the Prairies and British Columbia).
- Union status
- Total number of employees by employer

The Contractor will need to ensure that sufficient data is collected so that statistically relevant and valid analysis can be provided.

Job Evaluation and Internal Relativity Studies for Various Occupational Groups

A number of job evaluation studies and/or internal relativity studies may be required for various occupational groups and levels in the Core Public Administration.

Job evaluations studies will consist of evaluating positions based on job descriptions (and additional contextual information which could include the use of questionnaires and/or interviews with managers and employees, when required).

The job evaluation study will evaluate the positions using the firm's established tool that evaluates a wide range of jobs (with varying roles and responsibilities) according to the factors of skill, effort, responsibility and working conditions. Following the job evaluation process, the contractor will assign a representative value for each occupational group and level reflecting its relative value to the organization.

Internal relativity studies will require the contractor to provide a third-party perspective on the internal relativity of the groups and levels under consideration, relative to selected comparators in the CPA. Each internal relativity study will include a job evaluation component outlined above, and could also consider how job value relates to total compensation or specific components of compensation (as listed in Appendix A to Annex A)

Methodological Tools/Advice Related to Compensation

The provision of methodological tools and advice related to compensation will inform the development by TBS of leading practices to compare federal public service compensation with the private sector and/or other public sectors.

5.0 PERSONNEL REQUIREMENTS

RESOURCE	LEVEL	ESTIMATED QUANTITY
Analyst	Senior	1
Analyst	Intermediate	1
Additional resources	TBD	TBD

The table below lists the minimum resources required, level and estimated number:

**The anticipated number of resources required to perform the work is at least 1 senior and 1 intermediate analyst. This number may fluctuate up or down depending on operational requirements and project timelines.

***Additional resource types i.e. Partner, Project Manager/Leader, Junior resources. may be required to perform or assist with the work and will be requested at the time of TA issuance.

6.0 TASKS

Each resource will be required to carry out work on a task authorization basis (TA). Specific tasks and deliverables will be set out in individual TA's.

Tasks may include the following, but not limited to:

- Once a TA has been issued for a compensation study, the Contractor will meet with the Project Authority (PA) and other relevant TBS officials to launch the project. The Contractor must be prepared to discuss the allocation of resources and timing for each of the various phases or activities of the project to be undertaken. At this time, the PA will make available any relevant information at its disposal, such as the list of relevant Core Public Administration positions, the associated benchmark job descriptions/capsules, an initial list of potential target comparator organizations, any contact information for these organizations, and the desired number of organizations and comparator positions to be surveyed or evaluated.
- 1. Wage and Total Compensation Comparability Studies for Various Occupational Groups
- The Contractor will conduct <u>primary research</u>, <u>as required</u>, <u>to</u> compare wages and/or total compensation and/or specific components of total compensation of federal public service positions with comparable positions in private and other public sector organizations.
 - This will involve contacting target comparator organizations to solicit their participation in the compensation study, based on the initial list of target comparator organizations identified by the PA. The advice of the Contractor may be sought on additional target organizations that could be considered for inclusion as part of a compensation study.
 - The Contractor will be responsible for designing the primary research methodology and tools, including the creation of survey questionnaires that solicit participation and collect information from target organizations. The methodology and questionnaires will need to be approved by the PA before sending to survey participants. Positions and compensation data gathered through the questionnaire must meet the requirements stated above, where applicable. More specifically, the questionnaires must be designed to obtain job descriptions and effectively

survey some or all components of total compensation related to a particular position (see Appendix A of Annex A for a reference list of the various components of total compensation). The questionnaires must be detailed enough to allow a quantitative comparison of total compensation components (or a subset thereof) across organizations as well as an assessment of the characteristics of benefits provided to employees (such as the structure of pension plans, health and dental plans, etc.).

- Using the federal public service positions provided by the PA, the Contractor will collect job descriptions or job capsules from the comparator organizations for positions that are comparable to the federal public service. In particular, the positions selected for comparison must reflect the scope and responsibilities of the benchmark positions.
- The Contractor will conduct a job-matching exercise and/or to assess and provide information on the quality of job matching conducted by survey respondents.
- Once appropriate job matches have been established, the Contractor will conduct a comparability assessment between the compensation offered for market comparators versus compensation offered for comparable federal public service positions. Federal compensation data will typically be expected to be compared to the low (25th percentile), middle (50th percentile) and high end of the market (75th percentile).
- The Contractor will also conduct <u>secondary research</u>, as required, using its access to proprietary compensation database/research and other relevant resources to identify relevant comparator positions on the market that could be included as part of a given compensation study, subject to the PA's approval. Positions and compensation data must meet the requirements stated above, where applicable.

The Contractor will provide regular updates to the PA and discuss findings to ensure the study is being completed in a way that is consistent with the PA's objectives.

2. Job Evaluation Studies and Internal Relativity Studies for Various Occupational Groups

• The contractor will conduct primary research in the form of job evaluation studies and/or internal relativity studies for various occupational groups and levels in the Core Public Administration.

The Contractor may be required to submit a Project Plan to the PA for approval before the commencement of the study.

The PA will make available any relevant information at its disposal, including the list of relevant CPA positions (groups and levels under consideration and their comparators, as required), the associated benchmark job descriptions/capsules), any contact information for these organizations. The Contractor may be asked to develop, adapt and administer a questionnaire for some or all of the positions, for the purposes of attaining contextual information on the job capsules under consideration.

The Contractor will conduct job evaluations using an established job evaluation tool to evaluate all individual positions/job capsules based on the factors of Skills, Effort, Responsibility and Working Conditions and determine a representative job value for each group and level under consideration.

• In the case of an internal relativity study, in addition to the job evaluation component, the contractor will evaluate the compensation (based on some or all of the components identified in Appendix A to Annex A) of the selected groups and levels and their proposed comparators. Using the job value and compensation data, the Contractor will apply quantitative and or statistical methods to evaluate how the compensation of selected occupational group(s) and level(s) under consideration compare to their internal comparators, and whether a wage gap (from an internal relativity perspective) may exist.

3. Methodological Tools/Advice Related to Compensation

- The Contractor will develop, based on the specifications provided by the Project Authority, methodological tools and advice related to compensation that will support the PA's ability to design leading practices when comparing federal public service compensation with the private sector and/or other public sectors.
- TBS may require the Contractor to develop <u>methodological tools and advice</u> related to the various components of total compensation as set out in Appendix A to Annex A. These tools and advice will be required to inform the development by TBS of leading practices to compare federal public service compensation with the private sector public and/or other sectors.

7.0 DELIVERABLES AND ASSOCIATED SCHEDULE

Each Task Authorization will identify the specific deliverables, the format and schedule that the Contractor's resources will have to produce and meet.

For example, Estimated Schedules for the following, but not limited to:

- > Wage comparability study will be between two (2) and four (4) months
- > Total compensation comparability study will take between four (4) to six (6) months
- > Job evaluation and/or internal relativity study will take between six (6) to ten (10) months

This estimation is dependent on the depth and breadth of the comparability study to be undertaken and reflects time needed to perform the tasks described above, as well as the time spent waiting for organizations to collect and send the required data.

****All final reports must incorporate the PA's feedback.

1. Wage, Total Compensation, Job Evaluation and Internal Comparability Studies for Various Occupational Groups

Primary Research:

- Submit draft(s) of Survey Questionnaires to the PA for their feedback
- Submit final Survey Questionnaires with PA's feed back

Primary and Secondary Research results:

- Submit Draft report(s) to the PA for comments that must be addressed into the final version prior to the final version being submitted for approval.
- Submit final reports based on PA's feedback.

Each report must include the following elements:

- 1. An executive summary.
- 2. A summary of the methodologies used (e.g., market compensation determination, job evaluation methods, compensation comparison methodology)
- 3. A presentation of the findings and analysis (e.g., findings on wage comparability, job evaluation scores, internal relativity comparisons, etc.).

- 4. The job descriptions/capsules from the federal government and the respondent organizations and detailed information on the individual job values assigned to each job capsule, and the average job value determined for each group and level,
- 5. The questionnaires and any other data collection tools used to conduct the primary research (including the translated version, if relevant).
- 6. Data tables in Excel.

Participants Reports:

- For primary research studies, prepare a participants' report (in a .pdf version of a MS PowerPoint presentations). This report will be provided to the respondents in exchange for participating in the study.
- Submit a copy of the participant report to the PA.

Oral Presentation (if required via in-person meetings or Telephone)

 Present results of compensation studies to TBS and/or other organization officials. The Contractor may be required to present the results of the compensation studies orally in person or via telephone to TBS officials and officials from other relevant departments or organizations such as Arbitration Boards or Public Interest Commissions (PIC). On occasion, the Contractor may be required to make detailed presentations of its methodologies when study results are challenged.

2. Methodological Tools/Advice Related to Compensation

- Submit Draft report(s) to the PA for their feedback,
- Submit final reports based on PA's feedback.

Each report must include the following elements:

- An executive summary.
- A presentation of the methodological tools and advice.

7.1 Format of Deliverables:

Each Task Authorization will identify the specific format of deliverables as follows but not limited to:

- MS Office (Word, Project, PowerPoint, Excel, Visio)
- soft or hard copy
- in English
- Oral Presentations in person or via telephone

8.0 ROLES AND RESPONSIBILITIES

The PA will provide to the Contractor a list of positions, the associated benchmark job descriptions/capsules, and any contact information for the organizations to be surveyed as part of the primary research that the PA may have.

The PA and the Contractor will work to ensure that the target organizations will be contacted in advance, where possible, to encourage their participation and to advise that the Contractor will be soliciting their participation shortly thereafter.

The PA will make available any other relevant information at its disposal during the course of this contract.

9.0 LANGUAGE OF WORK

All final reports, and any interim studies and reports, shall be published in English. Translation services for the questionnaires, final and interim studies and reports will be processed by the PA.

The Contractor must also have the *capability to communicate orally and in writing in both official languages with comparator organizations that will be surveyed as part of the conduct of the compensation studies. In particular, the survey questionnaires created to solicit participation and collect information from target organizations must be provided and responded to in the official language used by the target organization.

*Capability is defined as the following:

* Oral:

Able to use the language fluently and accurately on all levels normally pertinent to professional needs. Language usage and ability to function are fully successful. Can tailor language to audience and discuss in depth highly abstract or unfamiliar topics. Able to speak with a great deal of fluency, grammatical accuracy, complex vocabulary and in an idiomatic fashion. Understands all forms and styles of speech and shows strong sensitivity to social and cultural references.

Comprehension:

Able to read fluently and accurately all styles and forms of the language in any subject as well as those pertinent to professional needs. Understands all sociolinguistic and cultural references. Can follow unpredictable turns of thought readily in editorial, conjectural, and literary texts, as well as in materials in own special field, including official documents and correspondence.

Written:

Able to write the language precisely and accurately in a variety of prose pertinent to social issues and professional needs. Errors of grammar, syntax, punctuation and vocabulary are rare. Writing is consistently and explicitly organized with appropriate connectors and discourse devices (ellipsis, parallelisms, subordinates).

10.0 LOCATION OF WORK AND TRAVEL

The Contractor will be expected to be available to attend meetings with TBS and departmental officials as required within the National Capital Region either in person, via teleconference but may undertake the development of deliverables at their work location. Travel expenses associated with these meetings will not be reimbursed.

While there is no travel expected in the conduct of the work, each Task Authorization will describe any travel, if required and will be reviewed and approved in advance by the Project Authority.

11.0 SECURITY

The work under any Task Authorization may require access to Protected B information. All consultants must hold a valid Security clearance at the level of Reliability.

12.0 CONSTRAINTS

At no time and in no way is TBS data to be removed from TBS sites, nor will access to or from the Contractor's IT systems through the use of a session or link (e.g. VPN) via personal systems (non-TBS assets) be permitted. The Contractor must comply with TBS internal security policies, directives, standards and guidelines at all times during the contract.

TBS's working hours are between 07:00 to 18:00 Monday through Friday, except for Statutory Holidays where Government Offices are closed. These are core hours and are not representative of the duration of a Contractor's workday. All proposed personnel must be available to work outside normal office hours during the duration of the Contract. The Technical/Project Authority will advise the Contractor as soon as possible of any required work outside standard working hours.

13.0 REPORTING AND COMMUNICATION

In addition to the timely submission of all deliverables and fulfillment of obligations specified within the Contract, it is the responsibility of the Contractor and its resources to facilitate and maintain regular communication with the PA. Status updates, verbal or written, may be requested by the PA over the course of the contract. Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations. Communication may include phone calls; electronic mail; teleconference/ video meetings. In addition, the Contractor and its resources are to immediately notify the PA of any issues, problems or areas of concern in relation to any work completed under the contract, as they arise.

APPENDIX A TO ANNEX A

TOTAL COMPENSATION COMPONENTS

Direct Compensation Components
Annual wages
Allowances and premiums excluding call-back pay, shift differential, overtime, maternity / parental
allowances, retirement allowance or severance payments
Paid overtime
Pay for non-standard work hours excluding overtime
Performance pay (individual or collective) and/or short-term incentives (STI) if applicable
Compensation in lieu of unused vacation and sick (or other) leave credits
All other payments paid directly to employee
Total pensionable earnings
Total direct compensation
Indirect Compensation Components
Pension contributions (employer contribution rates) - Also differentiate between defined benefit plan, defined contribution plan, other pension plans such as retirement compensation arrangements
Life insurance (cost per covered employee)
Supplementary life insurance (cost per covered employee)
Short-term disability plan (cost per covered employee)
Long term disability plan (cost per covered employee)
Supplemental (extended) health plan per employee (cost per covered employee) – Also gather
information on coverage of vision care, hospital coverage, prescription drugs, other supplemental benefits
Dental plan (cost per covered employee)
Severance pay (involuntary job loss)
Retirement allowance/Severance upon voluntary departure
Maternity/Parental leave payments (top up)
All other employer-paid indirect compensation
Total indirect compensation
Paid Leave Categories
Statutory holidays hours entitlement (annual)
Paid vacation leave hours entitlement (annual)
Paid vacation leave hours used (annual)
Personal leave and family related leave hours entitlement (annual)
Personal leave and family related hours used (annual)
Paid sick leave hours entitlement (annual)
Paid sick leave hours used (annual)
All other hours of paid leave entitlement
All other hours of paid leave used (annual)
Exclusions
Acting Pay
Retroactive payments and arrears
Special one-time signing bonus
Payments not received on a regular or expected basis
Provincial health taxes and payroll taxes
Legislated benefits
CPP/QPP
Workers Compensation
El
Public Health Insurance Plan
Québec Parental Insurance Program

APPENDIX B TO ANNEX A

TASKING ASSESSMENT PROCEDURE

- 1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at **Appendix C to Annex A** will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
- 2. For each proposed new or replacement resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at **Appendix C to Annex A** applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix E to Annex A, Certifications).
 - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
 - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this Contract or if the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
 - (iv) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - (v) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - (vi) A résumé must not simply indicate the title of the individual's position but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one

project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

- 3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Attachment 1 to Part 4, Evaluation Criteria to determine each proposed resource's compliance with the mandatory and rated criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criterion met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. Points will not be allocated, or a mandatory criterion considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will points be allocated or a mandatory criterion considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
- 4. During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
- 5. Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable Resource Category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.
- 6. Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

APPENDIX C TO ANNEX A

TASK AUTHORIZATION FORM

Note: This template or a similar template authorized by the Contracting Authority may be use during the contract period

TASK AUTHORIZATION (TA)									
Contractor: Contract Number:									
Task Number:			Date:						
Amendment Number:			Date:						
	TA Request								
1. Description of service(s		n by Technical A		·L					
	•	•							
[Insert details and ensure t	ne description is withi	n scope and delive	erables of origi	nai contractj					
2. PERIOD OF	From:		То:						
SERVICES (mm/dd/yy)			10.						
······································									
3. Work Location									
4. Other Conditions	[]Yes []No	o Speci	fy:						
/Restraints									
5. Travel	[]Yes []No Specify:								
6. Basis of Payment	Limitation of Ex	penditure []	Firm Price []					
7. METHOD OF PAYMENT:									
Single		Monthly		Milestones					
8. LEVEL OF SECURITY	CLEARANCE REQ	UIRED FOR THE	E CONTRACT	OR'S PERSONNEL					
[] Reliability Status	[] Secret								
9. LANGUAGE REQUIRE	EMENT (if applicabl	e)							
[] English and French									
[] French [] English									
	т	A Proposal							
[For c	ہ ompletion by Tech		and / or Cont	ractor]					
10. Estimated Cost Cont		,		•					
Name of Proposed	PSPC Security	Firm Per	Estimated	Total cost					
Resource	File Number &	Hourly Rate	# of						
	DOB		Hours						

	۱ s	Sub-total Profess	ional Fees:					
		G	ST or HST:					
			Total:					
	Т	A Approval						
11. Signing Authorities								
		Signatures of Au Representatives		Date				
Name & Title of Individu Sign on Behalf of Contr								
Name & Title of TBS Pro Authority:	oject/Technical							
Name & Title of TBS Co Authority:	ntracting							
12. Invoicing								
	Payment to be made based on receipt of a detailed invoice for services rendered, subject to acceptance by the Technical/Project Authority.							
Electronic submission of original invoices must be sent to the Technical/Project Authority identified in the Contract unless otherwise indicated in this TA.								
All invoices must be as pe								
Financial Coding (FC-GC	Fund-FA-IO) (to be	completed by TBS	S)					

APPENDIX D TO ANNEX A

RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

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

1.0 Mandatory Resource Assessment Criteria:

Note to Bidders: This Annex will be completed at Contract Award. The mandatory resource assessment criteria found at Attachment 1 to Part 4, Technical Evaluation Criteria will be inserted here at contract award.

2.0 Point Rated Resource Assessment Criteria:

Note to Bidders: This Annex will be completed at Contract Award. The Point Rated resource assessment criteria found at Attachment 1 to Part 4, Technical Evaluation Criteria will be inserted here at contract award.

APPENDIX E TO ANNEX A

CERTIFICATIONS - TA ISSUANCE

By submitting a Proposed Resource in response to a Task Authorization (TA), the Contractor certifies the following:

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

4. CERTIFICATION OF LANGUAGE

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are fluent in both or either of Canada's official languages (English and French). The individual(s) proposed must be able to communicate orally and in writing in French and / or English without any assistance and with minimal errors.

APPENDIX F TO ANNEX A

NON-DISLCOSURE AGREEMENT – TA ISSUANCE

I, ______, recognize that in the course of my work as an employee or subcontractor of _______ (to be inserted at TA issuance), I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. 24062-20-431 between Her Majesty the Queen in right of Canada, represented by the Treasury Board of Canada Secretariat and _______ (to be inserted at TA Issuance), including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: 24062-20-431.

ANNEX B

BASIS OF PAYMENT

A- Contract Period - Contract Award to March 31st, 2024 inclusive

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

Resource Category	Firm all-inclusive HOURLY rate, GST/HST extra (in Cdn \$)									
	Year 1	Year 1 Year 2 Year 3								
Senior Analyst	\$	\$	\$	\$						
Intermediate Analyst	\$	\$	\$	\$						
Additional resources (to be determined at Contract award)	\$	\$	\$	\$						

B - Cost Reimbursable Expenses

Travel and Living Expenses

If travel is required, the Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the negotiated meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Treasury Board Travel Directive <u>http://www.tbs-</u>

<u>sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp</u>, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All payments are subject to Government Audit.

Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

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

C - Total Estimated Cost of Professional Services to a Limitation of Expenditure not to exceed: \$______ plus applicable taxes (to be inserted at Contract award)



Contract Number / Numéro du contrat 24062-20-431

Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE	A - INFORMATION	CONTRACTU	ELLE	
1. Originating Government Department or Organiz Ministère ou organisme gouvernemental d'origi	2. Branch or Directorate / Direction générale ou Direction Expenditure Management Sector			
TBS	<u>.</u>			
3. a) Subcontract Number / Numéro du contrat de	e sous-traitance	3. b) Name an	d Address	s of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work - Brève description du	travail			
Professional Services - Compensation Com	parability and Job	Evaluation St	udies for	r Various Occupational Groups within the Federal
Public Service				
 a) Will the supplier require access to Controlled Le fournisseur aura-t-il accès à des marchait 	ndises contrôlées?			No Yes Non Oui
 b) Will the supplier require access to unclassifi Regulations? Le fournisseur aura-t-il accès à des données Règlement sur le contrôle des données tech 	s techniques militaire			✓ Non Oui
6. Indicate the type of access required - Indiquer				
 a) Will the supplier and its employees require a Le fournisseur ainsi que les employés auror (Specify the level of access using the chart i (Préciser le niveau d'accès en utilisant le tab) 	t-ils accès à des ren n Question 7. c)	seignements o	u à des b	information or assets? iens PROTÉGÉS et/ou CLASSIFIÉS? Non Oui
 b) Will the supplier and its employees (e.g. clean No access to PROTECTED and/or CLASSII Le fournisseur et ses employés (p.ex. nettoy L'accès à des renseignements ou à des bien 	FIED information or a	assets is permi	ted.	IV Non I Oui
 c) Is this a commercial courier or delivery requ S'agit-il d'un contrat de messagerie ou de liv 	rement with no over raison commerciales	night storage? s sans entrepo	sage de r	nuit? No Yes Non Oui
7. a) Indicate the type of information that the supp	blier will be required	to access / Indi	quer le ty	pe d'information auquel le fournisseur devra avoir accès
Canada 🖌	NATO	/ OTAN		Foreign / Étranger
7. b) Release restrictions / Restrictions relatives a	a la diffusion			
No release restrictions Aucune restriction relative à la diffusion	All NATO countrie Tous les pays de			No release restrictions Aucune restriction relative à la diffusion
Not releasable A ne pas diffuser				
Restricted to: / Limité à :	Restricted to: / Lir	nité à :		Restricted to: / Limité à :
Specify country(ies): / Préciser le(s) pays :	Specify country(ie	s): / Préciser le	e(s) pays	: Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information				
PROTECTED A PROTÉGÉ A	NATO UNCLASS NATO NON CLAS			PROTECTED A PROTÉGÉ A
PROTECTED B PROTÉGÉ B	NATO RESTRICT			PROTECTED B PROTÉGÉ B
PROTECTED C PROTÉGÉ C	NATO CONFIDER NATO CONFIDER			PROTECTED C PROTÉGÉ C
CONFIDENTIAL CONFIDENTIEL	NATO SECRET NATO SECRET			CONFIDENTIAL CONFIDENTIEL
SECRET	COSMIC TOP SE COSMIC TRÈS S			SECRET
TOP SECRET TRÈS SECRET				TOP SECRET TRÈS SECRET
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)				TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)

Security Classification / Classification de sécurité





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PART A (continued) / PARTIE A (suite)	
 Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité : 	No Yes Non Oui
 Will the supplier require access to extremely sensitive INFOSEC information or assets: Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? 	No Yes Non Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :	
Document Number / Numéro du document :	
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
RELIABILITY STATUS CONFIDENTIAL SECRET COTE DE FIABILITÉ CONFIDENTIEL SECRET	TOP SECRET TRÈS SECRET
TOP SECRET - SIGINT NATO CONFIDENTIAL NATO SECRET TRÈS SECRET - SIGINT NATO CONFIDENTIEL NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET
SITE ACCESS ACCÈS AUX EMPLACEMENTS	
Special comments: Commentaires spéciaux :	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être	fourni.
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	No Yes Non Oui
If Yes, will unscreened personnel be escorted: Dans l'affirmative, le personnel en question sera-t-il escorté?	✓NoYesNonOui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or	No ZYes
premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou	No Ves Non Ves Oui
CLASSIFIES? 11. b) Will the supplier be required to safeguard COMSEC information or assets?	
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	Non Oui
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matérial PROTÉGÉ et/ou CLASSIFIÉ?	No Yes Non Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or	No 🔽 Yes
CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniqueme des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	🗀 Non 🗹 Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	No Ves Non Oui

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PART C (continued) / PARTIE C (suite)

For users completing the form manually use the summary chart below	w to indicate the category(ies) and level(s) of safeguarding required at the supplier	r's
site(s) or premises.		

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie		OTEC ROTÉ			SSIFIED ASSIFIÉ		NATO			NATO			COMSEC			
	A	В	С	Confidential	Secret	Top Secret	NATO Restricted	NATO Confidential	NATO Secret	COSMIC Top		rotecte Protég		Confidential	Secret	Top Secret
				Confidentiel		Très Secret	NATO Diffusion Restreinte	NATO Confidentiel		Secret COSMIC Très Secret	A	В	С	Confidentiel		Très Secret
Information / Assets Renseignements / Biens		\checkmark														
Production																
IT Media Support TI		\checkmark														
IT Link Lien électronique																
 12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉ et/ou CLASSIFIÉE? If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée. 								Yes Oui								
12. b) Will the document La documentation									FIÉE?					\checkmark	No Non	Yes Oui
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments). attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiguer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).																





ANNEX D - ELECTRONIC PAYMENT INSTRUMENTS

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

- () Direct Deposit (Domestic and International);
- () Wire Transfer (International Only);

ANNEX E - BID SUBMISSION FORM

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

[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]		
On behalf of the Bidder, by signing below, I conduct documents incorporated by reference into the		itation including the
 The Bidder considers itself and its propose described in the bid solicitation; 	ed resources able to meet all the mandato	ry requirements
2. This bid is valid for the period requested in	the bid solicitation;	
3. All the information provided in the bid is co	mplete, true and accurate; and	
4. If the Bidder is awarded a contract, it will a contract clauses included in the bid solicitatio	•	in the resulting
Signature of Authorized Representative		
of Bidder		