



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Training Services	
<b>Solicitation No. - N° de l'invitation</b> W3802-210042/A	<b>Date</b> 2020-12-23
<b>Client Reference No. - N° de référence du client</b> OMB20042	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZH-134-38836	
<b>File No. - N° de dossier</b> 134zh.W3802-210042	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> at - à <b>02:00 PM</b> on - le <b>2021-02-12</b>	<b>Time Zone</b> Fuseau horaire Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Gagné, Jeremy	<b>Buyer Id - Id de l'acheteur</b> 134zh
<b>Telephone No. - N° de téléphone</b> (819) 790-0603 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Training and Specialized Services Division/Division de la  
formation et des services spécialisés  
Terrasses de la Chaudière 5th Floor  
Terrasses de la Chaudière 5e étage  
10 Wellington Street,  
10, rue Wellington,  
Gatineau  
Québec  
K1A 0S5

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

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## TITLE

Bid solicitation # W3802-210042 for the provision of the following professional services: of an Instructor to provide classroom and/or virtual training according to a set learning plan as part of the Office's Professional Learning Program. Based on the analysis of publications and participant feedback, research and development of additional resources and job aids may be required.

## PART 1 – GENERAL INFORMATION

### 1.1 Introduction

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

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

The Attachments include Pricing Schedule, Technical Criteria, Additional Certifications Precedent to Contract Award, Additional certifications Required with the Bid.

The Annexes include the Statement of Work, Basis of Payment, Security Requirements Check List and Task Authorization Form.

### 1.2 Summary

- a) The Office of the Ombudsman for the Department of National Defence (DND) and the Canadian Armed Forces (CAF) requires the services of an Instructor to provide classroom and/or virtual training according to a set learning plan as part of the Office's Professional Learning Program. Based on the analysis of publications and participant feedback, research and development of additional resources and job aids may be required.
- b) The period of the Contract is from date of Contract for a period of 3 years with the irrevocable options to extend the term by up to 2 additional one year periods under the same conditions of the Contract.

#### 1.2.1 Security Requirements

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more

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information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website”.

### **1.2.2 Trade Agreements**

The requirement is subject to the provisions of the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA) and the Canadian Free Trade Agreement (CFTA).

### **1.2.3 Comprehensive Land Claim Agreements (CLCA)**

The resulting contract will not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to be treated as a separate procurement not forming part of the bid solicitation.

### **1.2.4 Epost Connect**

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit **via e-post Connect** by the date and time indicated on page 1 of the bid solicitation. Bidders must refer to Part 2 - Bidder Instructions and Part 3 - Bid Preparation Instructions, of the bid solicitation document. For further information on e-post Connect bidders must contact the Bid Receiving Unit by e-mail at: [tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca).

### **1.2.5 Phased Bid Compliance Process (PBCP)**

The Phased Bid Compliance Process applies to this requirement.

## **1.3 Debriefings**

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

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## PART 2 – BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

Subsection 4 of Section 05, Submission of Bids, of Standard Instructions 2003 incorporated by reference above, is amended as follows:

Delete: 60 days

Insert: 90 calendar days.

### 2.2 Submission of Bids

- (a) Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit **via e-post Connect** by the date and time indicated on page one of the bid solicitation.

**Note:** For bidders needing to register with epost Connect the email address is: [tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca). **Interested Bidders must register a few days prior to solicitation closing date.**

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.

### 2.3 Former Public Servant

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

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### 2.4 Enquiries - Bid Solicitation

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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.

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

## 2.6 Bid Challenge and Recourse Mechanisms

- 2.6.1 Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- 2.6.2 Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - a. Office of the Procurement Ombudsman (OPO)
  - b. Canadian International Trade Tribunal (CITT)
- 2.6.3 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

#### (a) Epost Connect Bid Submission

- (i) Canada requires that the Bidder submit their electronic bid in accordance with section 08 of the 2003 Standard Instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.
- (ii) The bid must be gathered per section and separated as follows:
  - (A) Section I: Technical Bid
  - (B) Section II: Financial Bid
  - (C) Section III: Certifications
  - (D) Section IV: Additional Information
- (iii) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (iv) For further information please refer to article 08 - Transmission by facsimile or by epost Connect at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23#transmission-by-facsimile>.

#### Section I: Technical Bid

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

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

#### Section II: Financial Bid

- A. Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. (See attached)
- B. Bidders must submit their rate FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C. When preparing their financial bid, Bidders should review clause 4.1.3, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.7, Payment, of Part 7 of the bid solicitation.

#### Section III: Certifications

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

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#### **Section IV: Additional Information**

In Section IV of their bid, bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
5. for Part 6, article 6.1, Security Requirement, of the bid solicitation:
  - a) for each individual who will require access to classified or protected information, assets or sensitive work sites:
    - 1) the name of the individual;
    - 2) the date of birth of the individual; and
    - 3) if available, information confirming the individual meets the security requirement as indicated in Part 7 - Resulting Contract Clauses;

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## **ATTACHMENT 1 TO PART 3, PRICING SCHEDULE**

Bidders must submit a financial bid that must contain a Firm All-Inclusive Price in Canadian dollars, excluding applicable taxes.

Bidders must submit their financial bid in accordance with the Pricing Schedule Excel Spreadsheet in Attachment 1 to part 3 – Pricing Schedule and include it in its financial Bid once completed.

If the Bidder adds any conditions or makes changes to the pricing schedule, the Bidder's financial Bid will be declared non-responsive.

## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Phased Bid Compliance Process

##### 4.1.1.1 General

- (a) Canada will conduct the Phased Bid Compliance Process (PBCP) described below for this requirement ONLY if Canada receives 4 or fewer Bids by the bid solicitation closing date.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed

received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### 4.1.1.2 Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### 4.1.1.3 Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that

are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.

- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.1.2 Technical Evaluation**

##### **4.1.2.1 Joint Venture Experience**

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

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

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

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

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

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

that show in total 100 billable days.

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

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#### **4.1.2.2 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4.

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

#### **4.1.3 Financial Evaluation**

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

#### **4.2 Basis of Selection**

##### **4.2.1. Lowest Evaluated Price”**

**4.2.1.1** A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive.

**4.2.1.2** The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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## ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

### Mandatory Technical Criteria

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

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Number	Mandatory Technical (MT) Criterion	Bidder Response Description
MT1	<p>The Bidder must propose:</p> <p>One Bilingual Instructor OR</p> <p>One English Instructor AND one French Instructor.</p> <p>The Bidder must identify each proposed resource and the language the resource is able to provide services in.</p>	
MT2	<p>Each proposed Instructor must have a bachelors degree and specialization in one of the following fields: education, Adult learning, distance learning or eLearning.</p> <p>The Bidder must provide for each proposed resource, a copy of the undergraduate degree from a recognized university.</p>	
MT3	<p>Each proposed Instructor must have one year's experience (12 months) in the subject area identified in the Statement of Work for an outside client within the last five years (60 months) prior to the bid solicitation publication date.</p> <p>To demonstrate experience, the Bidder must provide for each proposed resource:</p> <ol style="list-style-type: none"><li>Client's name;</li><li>A description of the project;</li><li>Start and end date (month/year to month/year); and</li><li>Details of their experience.</li></ol> <p>Experience listed for a project whose time frame overlaps that of another project will only be counted once.</p>	

MT4	<p>Each proposed Instructor must have experience delivering a minimum of five training sessions dealing with researching, analyzing, conducting interviews and writing reports for an outside client within the last five years (60 months) prior to the bid solicitation publication date.</p> <p>To demonstrate experience, the Bidder must provide for each proposed resource:</p> <ul style="list-style-type: none"><li>a) Client's name;</li><li>b) A description of the training sessions;</li><li>c) Start and end date (month/year to month/year); and</li><li>d) Details of their experience delivering training sessions.</li></ul>	
MT5	<p>Each proposed Instructor must have experience developing and preparing formal documentation in support of a training session dealing with researching, analyzing, conducting interviews and writing reports for an outside client within the last five years prior to the bid solicitation publication date.</p> <p>To demonstrate experience, the Bidder must provide for each proposed resource:</p> <ul style="list-style-type: none"><li>a) Client's name;</li><li>b) A description of the project;</li><li>c) Start and end date (month/year to month/year); and</li><li>d) Details of their experience developing and preparing formal documentation.</li></ul> <p>Experience listed for a project whose time frame overlaps that of another project will only be counted once.</p>	

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## **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.

Bidders must complete their certifications required under Part 5 by using the Attachment 1 to Part 5 – Certifications and Additional Information.

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## **ATTACHMENT 1 TO PART 5, CERTIFICATIONS AND ADDITIONAL INFORMATION**

(see attached)

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## PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirement

6.1.1 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 requirement 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;

6.1.2 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.

6.1.3 For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html> ) website.

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## PART 7 – RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

#### 7.1.1 Optional Services

The Contractor grants to Canada the irrevocable option to acquire the services described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

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

#### 7.1.2 Task Authorization

**A.** Work described at Annex A, Statement of Work, will be performed under the Contract on an “as and when requested basis”.

**B.** With respect to the Work mentioned under paragraph A of this clause,

1. an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
2. the TA Authority and limit will be determined in accordance with paragraph C of this clause;
3. the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
4. the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and
5. the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D, Task Authorization Form.

#### **C.** TA Authority and Limit

The Project Authority may authorize individual TAs inclusive of any revisions up to a limit of \$\_\_\_\_\_ (*amount to be inserted at contract award*), Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

**D.** The authority specified under paragraph C of this clause is granted subject to the sum specified in the Contract under clause 7.7.2 (Canada's Total Liability, Cumulative Total of all authorized TAs) not being exceeded.

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#### **E. TA Process**

For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex D Task Authorization Form, containing as a minimum:

- the task or revised task description of the Work required, including:
  - the details of the activities or revised activities to be performed;
  - a description of the deliverables or revised deliverables to be submitted; and
  - a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
- the Contract security requirements applicable to the task or revised task;
- the Contract basis (bases) of payment applicable to the task or revised task; and
- the Contract method(s) of payment applicable to the task or revised task.

**F.** Within 10 calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

1. the total estimated cost proposed for performing the task or, as applicable, revised task;
2. a breakdown of that cost in accordance with Annex B;
3. and; for each resource proposed by the Contractor for the performance of the Work required:

the name of the proposed resource;  
the resume of the proposed resource; and  
a demonstration that the proposed resource meets :  
the Contract security requirements; and  
the Mandatory Requirement sets out in Annex A - Statement of Work, section 13.0 – Minimum Mandatory Requirement.

#### **G. TA Authorization**

1. The TA Authority will authorize the TA based on:
  - the request submitted to the Contractor pursuant to paragraph E of this clause;
  - the Contractor's response received, submitted pursuant to paragraph F of this clause; and
2. The TA Authority will authorize the TA provided that each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph G.3 of this clause.
3. The authorized TA will be issued to the Contractor by email (as an email attachment in PDF format).

#### **I. Minimum Work Guarantee - All the Work - Authorized TAs**

1. "Maximum Contract Value" means the sum specified in Contract clause 7.6.2 (Canada's Total Liability, Cumulative Total of all authorized TAs; and "Minimum Contract Value" means 10% of the Maximum Contract Value.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph I.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work

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requested in authorized TAs, performed by the Contractor and accepted by Canada 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 cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.

4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### J. Periodic Usage Reports - Contracts with TAs

1. The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.

2. No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs J.3 and J.4 of this clause in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting 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.

3. For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the TA number appearing on the TA form;
- the date the task was authorized appearing on the TA form;
- the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
- the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
  - the TA revision number;
  - the date the revision to the task was authorized;
  - the authorized increase or decrease (Applicable Taxes extra);
  - the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
  - the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
  - the total cost incurred and invoiced for the task (as last revised, as applicable), Applicable Taxes extra;
  - the total amount of Applicable Taxes invoiced;
  - the total amount paid, Applicable Taxes included;
  - the start and completion date of the task (as last revised, as applicable); and
  - the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

4. For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the sum (Applicable Taxes extra) specified in clause 7.6.2, Canada's Total Liability, Cumulative Total of all Authorized TAs, as last amended;

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- the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
- the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

#### **K. Administration of the TA Process - Department of National Defence**

The administration of the TA process will be carried out The Office of the DND/CAF Ombudsman. This process includes: monitoring, controlling and reporting on expenditures of the Contract to the Contracting Authority.

### **7.2 Standard Clauses and Conditions**

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

#### **7.2.1 General Conditions**

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

#### **7.2.2 Inspection and Acceptance**

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

### **7.3 Security Requirement**

The following security requirement (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), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b) *Contract Security Manual* (Latest Edition).

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## **7.4 Use of individual protective equipment and Occupational Health and Safety (OHS) guideline(s)**

- 7.4.1** The Contractor must comply with Government of Canada onsite requirements in respect of individual Protective Pieces of Equipment (PPE) and adhere to Occupational Health and Safety (OHS) guidelines in force in the workplace.
- 7.4.2** The Contractor will provide its resources the following individual PPE for working on site: prescribed face covering mask, gloves, protective shield, and anything else that is required as a pre-requisite to entry and to work on Government of Canada premises. Canada reserves the right to modify the list of PPE and OHS guidelines, if required, to include any future recommendations proposed by the Public Health Agencies
- 7.4.3** The Contractor warrants that its resources will wear the PPE mentioned above when onsite and follow at all times the Occupational Health and Safety (OHS) guidelines in force in the workplace during the contract period. If resources are not wearing the prescribed PPE and/or are not following the Occupational Health and Safety (OHS) guidelines in force in the workplace, they will not be permitted access to government of Canada sites.

## **7.5 Term of Contract**

### **7.5.1 Period of the Contract**

The period of the Contract is from date of Contract for a period of 3 years.

### **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 2 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 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.

### **7.5.3 Comprehensive Land Claims Agreements (CLCAs)**

The Contract does not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to form part of a separate contract.

## **7.6 Authorities**

### **7.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

**Jeremy Gagné**

Intern Officer

Public Services and Procurement Canada, Training and Specialized Services Division

10, rue Wellington, Gatineau, Québec Canada, K1A 0H4

Telephone: 819-790-0603

E-mail: [jeremy.gagne@tpsgc-pwgsc.gc.ca](mailto:jeremy.gagne@tpsgc-pwgsc.gc.ca)

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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 identified at time of 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 identified at time of Contract award)*

## 7.7 Payment

### 7.7.1 Authorized TA

#### Firm Unit Price TA

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid the firm unit price indicated below. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 7.7.2 Canada's Total Liability

#### Cumulative Total of all authorized TAs

- A. Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_ (*amount inserted at contract award*). Customs duties are included and the Applicable Taxes are extra.
- B. 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.
- C. The Contractor must notify the Contracting Authority, in writing, as to the adequacy of this sum:
  1. when it is 75 percent committed, or
  2. four (4) months before the Contract expiry date, or
  3. as soon as the Contractor considers that the sum is inadequate for the completion of the Work requested in all authorized TAs inclusive of any revisions.

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whichever comes first.

- D. 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.

### **7.7.3 Method of Payment – 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 performed has been accepted by Canada.

### **7.7.4 Electronic Payment of Invoices - Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instruments:

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);

### **7.7.5 Discretionary Audit**

C0705C (2010-01-11), Discretionary Audit

## **7.8 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed
2. Each invoice must be supported, as applicable, by the following:
  - i. Task Authorization number;
  - ii. Date of invoice;
  - iii. Invoice number;
  - iv. Contractor's name and address;
  - v. Contractor's Procurement Business Number; and
  - vi. Item / reference number, deliverable and / or quantity or description of work in accordance with Annex B – Basis of Payment.
3. Invoices must be distributed as follows:
  - a. The original must be forwarded, by email, to the Project Authority identified under the section entitled "Authorities" of the Contract, to the following address [RCMP.NRHSCommunication-CommunicationSSPNR.GRC@rcmp-grc.gc.ca](mailto:RCMP.NRHSCommunication-CommunicationSSPNR.GRC@rcmp-grc.gc.ca) for certification and payment; and
  - b. One soft copy must be forwarded by email to the Contracting Authority identified under the section entitled "Authorities" of the Contract at the following email address:

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[tpsgc.facturationzh-zhinvoicing.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.facturationzh-zhinvoicing.pwgsc@tpsgc-pwgsc.gc.ca). The Contract number and the Contracting Authority name must be entered in the subject line of the email.

## 7.9 Certifications and Additional Information

### 7.9.1 Compliance

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

### 7.10 Applicable Laws

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

### 7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2020-05-28), General Conditions - Higher 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 all of its annexes, if any); and
- (g) the Contractor's bid dated \_\_\_\_\_ (*date to be inserted at contract award*).

### 7.12 Insurance

SACC Manual clause G1005C (2016-01-28), Insurance

### 7.13 Proactive Disclosure of Contracts with Former Public Servants

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

### 7.14 Dispute Resolution

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

7.14.2 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.

7.14.3 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.

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7.14.4 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 OBJECTIVE

The Office of the Ombudsman for the Department of National Defence (DND) and the Canadian Armed Forces (CAF) requires the services of an Instructor to provide classroom and/or virtual training according to a set learning plan as part of the Office's Professional Learning Program. Based on the analysis of publications and participant feedback, research and development of additional resources and job aids may be required.

### 2.0 BACKGROUND

Reporting directly to the Minister of National Defence, the DND/CAF Ombudsman is responsible for investigating complaints and concerns related to the defence community, such as receipt of benefits on matters affecting the welfare of members and employees of DND and the CAF and their families as well as emerging and systemic issues pertaining to the programs and services administered by DND and the CAF.

The Office was created in 1998 and in 2001 was given a mandate through a set of Ministerial Directives. There is no enabling legislation. The Ombudsman is appointed through the Governor-in-Council process, administered by the Privy Council Office; "during good behavior" (i.e. the appointee may only be removed for cause).

Although the Ombudsman operates independently, outside the military chain of command, the personnel are administratively part of DND.

### 3.0 APPLICABLE DOCUMENTS

The following documents, including any amendments, form part of this Statement of Work to the extent specified herein and are supportive of the Statement of Work.

- a) DND/CAF Ombudsman's Mandate (<https://www.canada.ca/en/ombudsman-national-defence-forces/information-about-office/mandate.html>);
- b) DND/CAF Ombudsman - Ministerial Directives (<https://www.canada.ca/en/ombudsman-national-defence-forces/information-about-office/mandate/handling-personal-info.html>); and
- c) DND/CAF Ombudsman's Defence Administrative Orders and Directives (DAOD) will be provided to the Contractor by the Project Authority (PA) within 10 working days after contract award.

### 4.0 SCOPE OF SERVICES

The Contractor must facilitate all activities as part of a one year learning and training program for the Office of the Ombudsman. The Contractor must provide classroom and/or virtual style training to up to 10 Ombudsman personnel per session. It is expected the training sessions will be held within a 12 month period from date of contract award. The current program is organized into five phases, previously each phase has required 4-5 days of full-time instruction.

The Contractor must, throughout the contract period, provide reviews (in person and/or written) to evaluate current published material (issue notes/reviews/reports, example of reports can be found at the following web page: <https://www.canada.ca/en/ombudsman-national-defence-forces/reports-news-statistics/ombudsman-reports.html>) and subsequent material during the contract period (up to a maximum of 10 reviews) prepared by the Office of the Ombudsman personnel. The Contractor must provide to the PA written feedback, recommendations and suggestions to improve the clarity and coherence of the material presentation, the rigor and completeness of objective evidence supporting findings, the quality of the analysis performed to arrive at conclusions and recommendations, and to address any other aspect of the material. This feedback must be incorporated into the training sessions and will be used to support the Office of the Ombudsman's performance measurement framework process as it will be the basis for the qualitative review of the work performed.

## **5.0 DELIVERABLES AND ASSOCIATED SCHEDULE**

### **5.1 The level of effort is based on the following:**

- ongoing reviews of performance appraisal processes and standards;
- identification of gaps between actual skills and standards required by personnel to produce high quality reports (continued needs analysis);
- the revision of existing formal business process for the production of systemic reports;
- the development and delivery of research techniques and job aids as well as the overall facilitation of all required and related learning activities; and
- the review/ evaluation of published materials to support the development of training sessions.

The following will be included to support the learning sessions and form part of the cost per training session:

### **5.2 Development of Training Plan and Material – Continuous Updates and Improvements:**

- Update learning activities and job aids based on best practices for developing a research plan;
- Update learning activities and job aids based on best practices for developing a research work plan and managing a research project in line with the business process for a systemic report;
- Update learning activities and job aids based on best practices in collecting data from literature; focus groups and interviews;
- Update learning activities and job aids based on best practices in qualitative and quantitative analysis; and
- Develop learning activities and job aids based on best practices in written communication as well as based on feedback from the program participants and the project authority.
- Facilitate learning activities based on best practices for developing a research work plan and managing a research project in line with the business process for a systemic report, collecting data from literature and best practices in written communication.

### **5.3 Review and Evaluation of Products**

- The review and evaluation of the published materials will be used to support the Office of the Ombudsman's performance measurement process and will be the basis for the qualitative review of the work performed.
- The work must be reviewed by the Ombudsman's Office to ensure the quality of the work.
- Evaluation and acceptance of deliverables will be done on the basis of suitability, quality and adherence to an agreed upon specification determined by the PA.

Draft training material must be provided to the PA in electronic format in Microsoft Office Software suite in English. The PA will review and may request specific modifications to draft material. The Contractor must modify draft material as per the PA's comments and submit revised draft material to the PA for a subsequent review. The review process described will apply until the PA approves final material.

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The Contractor must obtain French translation of approved final material. The Contractor must compare both the French and English versions to ensure there are no inconsistencies between the two versions and ensure that they are free of grammar, spelling, punctuation, and typography errors.

## **6.0 LANGUAGE**

All discussions, activities, documents and deliverables must be provided in both of Canada's official languages, English and French. The Contractor's resources must be able to communicate and facilitate the bilingual training sessions in both of Canada's official languages (written and oral).

## **7.0 WORK LOCATION**

The work must be performed at the Contractor's place of business. For meetings, training or as requested by the PA, the work must be provided at the Ombudsman's Office located at 100 Metcalfe Street, 13<sup>th</sup> Floor, Ottawa, Ontario. The training location may change, however, training must be provided in the National Capital Region or in a virtual classroom.

## **8.0 TRAVEL**

Travel is not required.

## **9.0 CLIENT SUPPORT/GOVERNMENT FURNISHED EQUIPMENT**

The Contractor must consult with the PA on deciding the type of activities to be conducted to achieve the requirements in section 5.0.

The curriculum and all current training material will be provided to the Contractor by the PA in electronic format in Microsoft Office suite of software within 10 working days of Contract award.

For training at the Ombudsman's Office at a location in the National Capital Region, or a virtual classroom the PA will:

- a) Confirm course date(s) and Instructor's availability;
- b) Resolve any problems or concerns prior to the start of each session;
- c) Confirm participant's registration;
- d) Provide the training facility and equipment, including a virtual platform if required. Before each session, prepare the room and ensure the equipment is installed, connected and ready for the Instructor's use;
- e) Provide the training material to the participants in electronic format. Participants will be required to print the training material required for their learning activity;
- f) Make the necessary arrangements to provide Instructor(s) with access to the building and/or classroom; and
- g) Notify the Contractor and the participants in writing by email of any change in the location or if the course is rescheduled or cancelled.

## **10.0 MEETINGS**

The Contractor and/or the Contractor's resources must be available to attend all meetings (as required) and address any problems identified by the PA.

## **11.0 KICK-OFF MEETING**

- a) An initial contract kick-off meeting with the Contractor will be chaired by the PA and will be held at the Ombudsman's Office within approximately 15 calendar days from the date of Contract award; and

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- b) The purpose of the kick-off meeting will be, as a minimum, to:
  - i. Review the contractual requirements; and
  - ii. Review and clarify, if required, the respective roles and responsibilities of the PA, the Contractor and the Contractor's resources, to ensure common understanding.

## **12.0 LIMITATIONS AND CONSTRAINTS**

- 12.1** All reports, documents, processes and deliverables developed and/or updated by the Contractor and/or the Contractor's resources must be for the review, approval and signature (where required) of the PA.
- 12.2** During the performance of the Contract, the Contractor or their resources must not direct any departmental organizations, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action.
- 12.3** All drawings, reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Contractor's resources in providing services under the Contract, remains the property of Canada and must be used solely in support of this requirement. The Contractor must be required to safeguard the preceding information and materials from unauthorized use and must not release them to any third party, person or agency external to the Client Department without the express written permission of the PA. Such information and material must be returned to the PA upon completion of the services or when requested by the PA.
- 12.4** All correspondence, either initiated by the Contractor's resource or by any section of DND, must be submitted to the PA. Correspondence is defined as records of conversation or decisions as well as any written correspondence in any format.
- 12.5** The Contractor must ensure that their resources do not use Government of Canada or the Client Department designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner lead others to perceive a Contractor's resource as being an employee of Canada.

## **13.0 MINIMUM MANDATORY REQUIREMENT**

The proposed resource must meet the following Minimum Mandatory Criteria:

- a) must have a bachelors degree and specialization in one of the following fields: education, Adult learning, distance learning or eLearning.
- b) must have one year's experience (12 months) in the subject area identified in the Statement of Work for an outside client within the last five years (60 months) prior to the bid solicitation publication date.
- c) must have experience delivering a minimum of five training sessions dealing with researching, analyzing, conducting interviews and writing reports for an outside client within the last five years (60 months) prior to the bid solicitation publication date.

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d) must have experience developing and preparing formal documentation in support of a training session dealing with researching, analyzing, conducting interviews and writing reports for an outside client within the last five years prior to the bid solicitation publication date.

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## ANNEX B, BASIS OF PAYMENT

### A- Contract Period (From date of Contract for a period of 36 months.)

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

### B- Option to Extend the Term of the Contract

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

During the extended period of the Contract specified below, the Contractor will be paid a Firm All-inclusive Price as specified below to perform all the Work in relation to the Contract extension.

#### 1.0 Training Sessions

The Contractor will be paid a Firm All-inclusive Price as follows:

Delivery of Training	Estimated Number of Sessions	Firm Unit Price per session
Initial Contract Period (3 years)	36	<i>Amounts inserted at contract award</i>
Option Period 1 (1 year)	12	<i>Amounts inserted at contract award</i>
Option Period 2 (1 year)	12	<i>Amounts inserted at contract award</i>

#### 2.0 Cost Reimbursable Expenses

##### 2.1 Authorized travel and living expenses for Work

Concerning the requirements to travel described in section 8 of the Statement of Work in Annex A, the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed outside the National Capital Region (NCR) defined in the [National Capital Act \(R.S.C., 1985, c. N-4\)](http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont), available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>), at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#); and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

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

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

Total Estimated Cost of Authorized Travel and Living Expenses: \$ \_\_\_\_\_ (*Amount to be inserted at contract award*)

## 2.2 Other Direct Expenses

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Total Estimated Cost of Other Direct Expenses: \$ \_\_\_\_\_ (*Amount to be inserted at contract award*)

Total Estimated Cost- Cost Reimbursable Expenses: \$ \_\_\_\_\_ (*Amount to be inserted at contract award*)

**3.0 Total Estimated Cost- Contract Period:** \$ \_\_\_\_\_ (*Amount to be inserted at contract award*)

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 7.7.1 Firm Unit Price TA of the Contract.

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## ANNEX C, SECURITY REQUIREMENTS CHECK LIST



Government of Canada  
 Gouvernement du Canada

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

PART A. CONTRACT INFORMATION / PARTIE A. INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Défense Nationale	2. Branch or Directorate / Direction générale ou Direction Gr des opérations immobilières /UOI Qc /DOI ST-Jean
3. a) Subcontract Number / Numéro du contrat de sous-traitance N/A	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant N/A	
4. Brief Description of Work / Brève description du travail Le contrat vise les services d'un laboratoire en ingénierie pour différents projets, lorsque nos ateliers ont besoin d'un test pour identifier des matières dangereuses (amiante, plomb), pour des projets de routes tests de compactations, granulométrie, peinture, pour des projets de béton lors de coulées de béton. Généralement, ces tests ont lieu dans des zones public, mais peuvent avoir lieu dans des zones d'opérations. (Espace à bureau, salle mécanique, etc.)		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays:	Specify country(ies) / Préciser le(s) pays:	Specify country(ies) / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

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Sans classification

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / 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

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> 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 / Non  Yes / Oui  
 If Yes, will unscreened personnel be escorted? On DND premises, unscreened pers. may only access public/reception zones  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

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?  No / Non  Yes / 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 matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / 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 CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / 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 / Non  Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
 Sans classification



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Security Classification / Classification de sécurité Sans classification

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
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 PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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

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Contract Number / Numéro du contrat <b>ING-2020001</b>
Security Classification / Classification de sécurité Sans classification

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) <b>A. Hamelin Maj</b>	Title - Titre <b>Cmdt DOI Saint-Jean</b>	Signature <b>HAMELIN, ALEXANDRE</b> 337	Signature numérique de HAMELIN, ALEXANDRE 337 Date : 2020.11.21 12:44:03 -05'00'
Telephone No. - N° de téléphone 450-358-7099 x 7202	Facsimile No. - N° de télécopieur 450-358-7541	E-mail address - Adresse courriel alexandre.hamelin@forces.gc.ca	Date 2020-11-16

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) <b>Sasa Medjovic</b>	Title - Titre <b>Senior security analyst</b>	Signature <b>MEDJOVIC, SASHA 234</b>	Digitally signed by MEDJOVIC, SASHA 234 DN: cn=Sasha Medjovic, o=Government of Canada, ou=PWGSC, email=Sasha.Medjovic@forces.gc.ca Reason: am the author of this document Location: my laptop location here Date: 2020.11.20 09:12:00PM Full-Principals Version: 10.1.0
Telephone No. - N° de téléphone 613-996-0286	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel sasa.medjovic@forces.gc.ca	Date

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
 Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?  No / Non  Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) <b>Ali Mussa (M)</b> <b>Contract Security Officer</b> <a href="mailto:Ali.Mussa@tpsgc-pwgsc.gc.ca">Ali.Mussa@tpsgc-pwgsc.gc.ca</a>	Title - Titre <b>Contract Security Officer</b>	Signature <b>Mussa, Ali</b>	Digitally signed by Mussa, Ali Date: 2020.12.09 13:40:36 -05'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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## ANNEX D, TASK AUTHORIZATION FORM

<a href="#">Clear Data - Effacer les données</a>		<a href="#">Instructions - Page 1</a>	<a href="#">Instructions - Page 2</a>
 Public Works and Government Services Canada		Travaux publics et Services gouvernementaux Canada	
<b>Task Authorization</b> <b>Autorisation de tâche</b>		Contract Number - Numéro du contrat	
		Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)	
Contractor's Name and Address - Nom et l'adresse de l'entrepreneur		Title of the task, if applicable - Titre de la tâche, s'il y a lieu	
		Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$	
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui    If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat			
<b>For Revision only - Aux fins de révision seulement</b>			
TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu		Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
<b>Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.</b>		<b>Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.</b>	
<b>1. Required Work: - Travaux requis :</b>			
A. Task Description of the Work required - Description de tâche des travaux requis		See Attached - Ci-joint <input type="checkbox"/>	
B. Basis of Payment - Base de paiement		See Attached - Ci-joint <input type="checkbox"/>	
C. Cost of Task - Coût de la tâche		See Attached - Ci-joint <input type="checkbox"/>	
D. Method of Payment - Méthode de paiement		See Attached - Ci-joint <input type="checkbox"/>	
PWGSC - TPSGC 572 (2014-04)			

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<b>Annex</b> <b>Annexe</b>	
Contract Number - Numéro du contrat	
<b>2. Authorization(s) - Autorisation(s)</b>	
<p><b>By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.</b></p> <p><b>The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.</b></p>	<p><b>En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.</b></p> <p><b>La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.</b></p>
<p>_____ Name and title of authorized client - Nom et titre du client autorisé à signer</p>	
<p>_____ Signature</p>	
<p>_____ Date</p>	
<p>_____ PWGSC Contracting Authority - Autorité contractante de TPSGC</p>	
<p>_____ Signature</p>	
<p>_____ Date</p>	
<b>3. Contractor's Signature - Signature de l'entrepreneur</b>	
<p>_____ Name and title of individual authorized - to sign for the Contractor Nom et titre de la personne autorisée à signer au nom de l'entrepreneur</p>	
<p>_____ Signature</p>	
<p>_____ Date</p>	
PWGSC - TPSGC 572 (2014-04)	

## ATTACHMENT 1 TO PART 3 PRICING SCHEDULE

**W3802-210042**

1. The Bidder must complete this pricing schedule and include it in its financial bid.
2. The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.
3. Any addition of any conditions or changes to the tables below will render the Financial bid non-responsive.
4. The Firm All-Inclusive Price per session must cover all the tasks described in Annex A – Statement of work sections 4.0 and 5.0.

Delivery of Training	Estimated Number of Sessions (A)	Firm Unit Price per session (B)	Cumulative sub-total (C = A * B)
Initial Contract Period (3 years)	36	\$ -	\$ -
Option Period 1 (1 year)	12	\$ -	\$ -
Option Period 2 (1 year)	12	\$ -	\$ -
Total Price			\$ -



## Section III - Certifications and Additional Information

### General Information

The Bidder is a Joint Venture  
 The Bidder is not a Joint Venture

Solicitation No. W3802-210042	Bidder Legal Name	Procurement Business Number (PBN)
Bidder Address	Contact Name	
Phone Number (Contact person)	E-Mail Address (Contact person)	Applicable Laws Ontario

## 1. Certifications

### Certifications Required with the Bid

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

### Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](#), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### Certifications Precedent to Contract Award and Additional Information

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

### Integrity Provisions - Required Documentation

In accordance with the [Ineligibility and Suspension Policy](#), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

Pursuant to Section 17 of the Ineligibility and Suspension Policy, all suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement process or real property transaction: Suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation; Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; Suppliers that are a partnership do not need to provide a list of names.

The Bidder is :

a corporate entity  
 a privately owned corporation or sole proprietor  
 a partnership

## Federal Contractors Program (FCP) for Employment Equity (EE) - 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 "Federal Contractors Program Limited Eligibility List" available at the bottom of the page of the [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 [Federal Contractors Program Limited Eligibility List](#) at the time of contract award.

## 2. Additional Information

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

### Former Public Servant

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

For non-competitive bid: "fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

"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:

- an individual;
- an individual who has incorporated;
- a partnership made of former public servants; or
- 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 Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

### Former Public Servant in Receipt of a Pension

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

### Security Requirement(s)

Designated Organization Screening (DOS) 

Certificate Number

**Personnel Security Information** 

Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date :

Add / Delete	Name of Individual 	Level of Security Required	Level of Security Clearance Obtained	Validity Period		Security Screening Certificate File Number
				Granted	Renewal	
 						

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

*Signature :* \_\_\_\_\_

Date