



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

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

National Defence Headquarters
101 Colonel By Drive
Ottawa ON
K1A 0K2
Attn: Jessica Foss
Jessica.foss@forces.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqués(s).

Comments – Commentaires

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

Issuing Office – Bureau de distribution
Directorate Electronic Systems Procurement, DES Proc 5
Direction obtention des systèmes électroniques, DOSE 5
101 Colonel By Drive
Ottawa ON
K1A 0K2

Title/Titre: Telecommunication System Specialists Spécialiste des systèmes de télécommunications	
Solicitation No. - N° de l'invitation W6369-22-P5OA	Date 2021-07-07
Solicitation Closes – l'invitation prend fin at – à 02:00 PM EDT on – le 2021-08-05	
Address Enquiries to – Adresser toutes questions à Jessica Foss Jessica.foss@forces.gc.ca	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

REQUEST FOR PROPOSAL (RFP) AGAINST A SUPPLY ARRANGEMENT FOR TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)

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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

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

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

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

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

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

Part 5 Certifications: includes the certifications to be provided;

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

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

The annexes include the Statement of Work, the Basis of Payment, the Bid Evaluation Criteria, the Bid Submission Form, and any other annexes.

1.2 SUMMARY

- a. This bid solicitation is being issued to satisfy the requirement of National Defence (the "Client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- b. It is intended to result in the award of one (1) contract for two (2) years and seven (7) months.
- c. There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "[Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders](http://ssi-iss.tpsgc-pwgsc.gc.ca)" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- d. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) and the Canadian Free Trade Agreement (CFTA), the Canada-Ukraine Free Trade Agreement (CUFTA), the Canada-Korea Free Trade Agreement (CKFTA), and the Canada-United Kingdom Trade Continuity Agreement (Canada-UK TCA).
- e. This procurement is subject to the Controlled Goods Program.
- f. The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the attachment titled "Federal Contractor's Program for Employment Equity - Certification."

- g. The TBIPS Supply Arrangement EN578-170432 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.

Only selected TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the National Capital Region under the EN578-170432 series of SAs are invited to compete. SA Holders may not submit a bid in response to this bid solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five business days before the published bid closing date, and an invitation will be made to that SA Holder unless it would not be consistent with the efficient operation of the procurement system. In no circumstance will such an invitation require Canada to extend a bid closing date. All qualified SA Holders are invited to bid on this requirement. Where additional invitations are made during the bid solicitation process, it may be that they are not reflected in a solicitation amendment.

- h. SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-170432 as that joint venture at the time of bid closing in order to submit a bid.
- i. The Resource Categories described below are required in accordance the [TBIPS Categories of Personnel Descriptions](http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>):

Resource Category	Level of Expertise	Level of Security	Estimated Number of Resources Required
T.6 Telecommunication System Specialist – AV Integrator	2	Secret	2
T.6 Telecommunication System Specialist – AV Integrator	2	Top Secret	2
T.6 Telecommunication System Specialist – AV Integrator	3	Top Secret	1
T.6 Telecommunication System Specialist – Desktop	2	Secret	1
T.6 Telecommunication System Specialist – Infrastructure	2	Secret	1
T.6 Telecommunication System Specialist – CDRSN	3	Secret	3

1.3 DEBRIEFINGS

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

PART 2 - BIDDER INSTRUCTIONS

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).
- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- c. The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

2.2 SUBMISSION OF BIDS

- a. Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation.
- b. If your bid is transmitted by facsimile or electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

2.3 ENQUIRIES - BID SOLICITATION

- a. All enquiries must be submitted in writing to the Contracting Authority no later than eight (8) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 FORMER PUBLIC SERVANT

a. Information Required

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

b. Definitions

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

- (i) an individual;

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

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

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

c. Former Public Servant in Receipt of a Pension

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

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

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

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

d. Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.5 APPLICABLE LAWS

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

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

2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

- a. Canada requests that Bidders submit their bid electronically via email. DND's email network has the ability to receive multiple documents up to 9MB per email. It is the responsibility of the Bidder to submit their bids within this restriction, submitting multiple emails if necessary to stay under the 9MB limit per email. Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of garbled, corrupted or incomplete bid;
 - ii. availability or condition of the DND email network service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid; or
 - vii. security of the bid.
- b. The Procurement Authority will send an acknowledgement of the receipt of bid documents via email reply to confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- c. **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows :
 - i. Section I: Technical Bid - one (1) soft copy
 - ii. Section II: Financial Bid - one (1) soft copy
 - iii. Section III: Certifications not included in the Technical Bid - one (1) soft copy
- d. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- e. **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid :
 - i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - ii. use a numbering system that corresponds to the bid solicitation;
 - iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
 - iv. Include a table of contents.
 - v. Soft copies will be accepted in Portable Document Format (.pdf).
- f. **Submission of Only One Bid:**
 - i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.

- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

g. Joint Venture Experience:

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

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

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

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

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

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

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

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

That show in total 100 billable days.

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

3.2 SECTION I: TECHNICAL BID

The technical bid consists of the following:

- a. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment 3.1 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- b. **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:
 - i. SECURITY INFORMATION:
 - ii. Name of individual as it appears on security clearance application form: _____
 - iii. Level of security clearance obtained: _____
 - iv. Validity period of security clearance obtained: _____
 - v. Security Screening Certificate and Briefing Form file number: _____
 - vi. 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.
- c. **Substantiation of Technical Compliance:**
 - i. The technical bid must substantiate the compliance of the bidder and its products and services with the specific requirements of Attachment 4.1, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 4.1, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- d. **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Attachment 4.1. The same individual must not be proposed for more than one Resource Category. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:

- i. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work
- ii. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
- iii. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
- iv. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
- v. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- vi. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience

3.3 SECTION II: FINANCIAL BID

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Schedule provided in Attachment 3.2 of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- c. **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the

Bidder leaves any price blank, Canada will treat the price as “\$0.00” for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.4 SECTION III: CERTIFICATIONS

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

- a. Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation :
 - i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - A. verify any or all information provided by the Bidder in its bid; or
 - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,The Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
 - iv. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 TECHNICAL EVALUATION

- a. **Mandatory Technical Criteria:**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 4.1 - Bid Evaluation Criteria.
- b. **Point-Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 4.1 - Bid Evaluation Criteria.

4.3 FINANCIAL EVALUATION

The financial evaluation will be conducted using the pricing tables completed by the Bidders. A financial calculation will occur for each Bidder by multiplying its firm per diem rates for the Contract Period with the estimated number of days of work for each period, for all Resource Categories stated in Attachment 3.2 - Pricing Schedule. The sum of such rates will constitute the Total Bid Price for that Bidder.

4.4 BASIS OF SELECTION

- a. A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria and obtain the required pass marks for the point rated criteria identified in this bid solicitation to be declared responsive.
- b. The responsive bid that obtains the highest Total Bidder Score will be recommended for award of a contract. For any given Bidder, the greatest possible Total Technical Score is 70 while the greatest possible Total Financial Score is 30.
 - i. **Calculation of Total Technical Score:** The Total Technical Score will be computed for each responsive bid by converting the Technical Score obtained for the point-rated technical criteria using the following formula, rounded to two decimal places:

$$\frac{\text{Technical Score}}{\text{Maximum Technical Points (bidders, please refer to the maximum technical points in Attachment 4.1)}} \times 70 = \text{Total Technical Score}$$

- ii. **Calculation of Total Financial Score:** The Total Financial Score will be computed for each responsive bid by converting the Financial Score obtained for the financial evaluation using the following formula rounded to two decimal places:

$$\frac{\text{Lowest Financial Evaluated Price}}{\text{The Bidder's Financial Evaluated Price}} \times 30 = \text{Total Financial Score}$$

- iii. **Calculation of the Total Bidder Score:** The Total Bidder Score will be computed for each responsive bid in accordance with the following formula:

$$\text{Total Technical Score} + \text{Total Financial Score} = \text{Total Bidder Score}$$

- c. In the event of identical Total Bidder Scores occurring, then the bid with the highest Total Technical Score will become the top-ranked bidder.
- d. A maximum of one (1) contract may be awarded in total as a result of this solicitation.
- e. Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

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

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

5.1 CERTIFICATIONS REQUIRED WITH BID

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

a. Declaration of Convicted Offences

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

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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

a. Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

The Bidder must provide the Contracting Authority with a completed Attachment 5.1 - Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is

a Joint Venture, the Bidder must provide the Contracting Authority with a completed Attachment 5.1, for each member of the Joint Venture.

5.3 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

a. Professional Services Resources

- i. By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- ii. By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
- iii. If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

b. Certification of Language - English Essential

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

c. Submission of Only One Bid

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 SECURITY REQUIREMENT

- a. At the date of bid closing, the following conditions must be met :
 - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses; and
 - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- b. For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](#) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- c. In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

6.2 CONTROLLED GOODS REQUIREMENT

- a. SACC Manual clause A9130T (2019-11-28) Controlled Goods Program
- b. In the case of a joint venture bidder, each member of the joint venture must meet the requirements of the Controlled Goods Program.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 REQUIREMENT

- a. [] (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract.
- b. **Client(s)** : Under the Contract, the "**Client**" is Department of National Defence.
- c. **Reorganization of Client**: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term** : Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
 - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

7.2 STANDARD CLAUSES AND CONDITIONS

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

a. **General Conditions** :

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

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

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or

- b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

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

b. Supplemental General Conditions:

The following Supplemental General Conditions:

- i. 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground In-formation;
- c. Non-Disclosure Agreement:** The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Technical Authority before they are given access to information by or on behalf of Canada in connection with the Work.

7.3 SECURITY REQUIREMENT

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of TOP SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. This contract includes access to **Controlled Goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
3. The Contractor/Offeror personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) **must be citizens of Canada** and must EACH hold a valid personnel security screening at the level of TOP SECRET, or SECRET, as required, granted or approved by the CSP, PWGSC.
4. The Contractor/Offeror **MUST NOT** remove any CLASSIFIED/PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
5. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the CSP, PWGSC.
6. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide, attached at Annex C;
 - (b) *Contract Security Manual* (Latest Edition).

7.4 CONTRACT PERIOD

- a. **Contract Period :** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :

- i. The "Initial Contract Period", which begins on the date the Contract is awarded and ends March 31, 2024.

7.5 AUTHORITIES

a. Contracting Authority

The Contracting Authority for the Contract is:

Name : Jessica Foss
Title : DES Proc 5-4-4
Organization : Department of National Defence
Address : 60 Moodie Drive, Ottawa ON, K1A 0K2
E-mail address : Jessica.Foss@forces.gc.ca

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

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

The Technical Authority for the Contract is:

Name : [_____]
Title : [_____]
Organization : [_____]
Address : [_____]
Telephone : [_____]
Facsimile : [_____]
E-mail address : [_____]

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

c. Contractor's Representative *[Fill in or delete as applicable]*

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

7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

7.7 PAYMENT

a. Basis of Payment

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

Estimated Cost: [\$ _____]

ii. Pre-Authorized Travel and Living Expenses :

- A. For the requirements to travel described in Annex "A" Statement of Work the Contractor will be reimbursed its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". All travel must have the prior authorization of the Technical Authority. Travel requests will only be considered for a work location which is located more than 100 kilometers from the National Capital Region.
- B. The Contractor will be paid for actual time spent travelling at half the hourly rate. The hourly rate will be determined by dividing the firm per diem rate set out in Annex "B" by 7.5 hours. All payments are subject to government audit.
- C. The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers.
- D. Canada will not accept any travel and living expenses for any travel required between the Contractor's place of business and the National Capital Region or any relocation of resources required to satisfy the terms of the Contract.

All payments are subject to government audit. Estimated Cost: \$100,000.00

Travel Status Time: The Contractor will be able to charge for time spent travelling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location at 50% of the hourly rate calculated by dividing the proposed firm all inclusive per diem divided by 7.5.

Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

$$\frac{\text{Hours of travel} \times 50\% \text{ of firm all-inclusive per diem rate}}{7.5 \text{ hours}}$$

iii. Applicable Taxes:

Estimated Cost: [\$ _____]

- iv. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

- v. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- vi. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

b. Limitation of Expenditure

- i. Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and applicable taxes are extra.
- ii. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
- iii. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - A. It is 75 percent committed, or
 - B. 4 months before the Contract expiry date, or
 - C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- iv. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

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

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.

d. Time Verification

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

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

7.8 INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original of each invoice to the Contracting Authority, and a copy to the Technical Authority.

7.9 CERTIFICATIONS

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

7.10 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

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

7.11 APPLICABLE LAWS

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

7.12 PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions, 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- c. General Conditions 2035 (2020-05-28);
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. the Contractor's bid dated [____], as amended [____].

7.13 DEFENCE CONTRACT

SACC Manual Clause A9006C (2008-05-12) Defence Contract

7.14 INSURANCE REQUIREMENTS

A. Compliance with Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insured: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

C. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

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

7.15 CONTROLLED GOODS PROGRAM

SACC Manual Clause A9131C (2020-11-19) Controlled Goods Program

7.16 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b. **First Party Liability :**
 - i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
 - ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
 - v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00 , whichever is more.
 - vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.
- c. **Third Party Claims :**
 - i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by

the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

7.17 JOINT VENTURE *[IF APPLICABLE]*

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

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

7.18 PROFESSIONAL SERVICES - GENERAL

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

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

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

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.19 SAFEGUARDING ELECTRONIC MEDIA

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

7.20 REPORTING REQUIREMENTS

The Contractor must provide the following reports to the Technical Authority at the following times

a. Financial status report

- i. The report must be included with the monthly invoice, and
- ii. The report must contain, at a minimum, the following:
 - a. Period covered;
 - b. Amount Spent on Services;
 - c. Amount on Travel and Living;
 - d. GST/HST; and
 - e. Total Spent.

b. Monthly progress report

- i. The report must be included with the monthly invoice, and
- ii. The report must contain, at a minimum, the following:
 - a. All significant activities performed in the period covered that may impact the performance of the Work;
 - b. Status of any outstanding activities that may extend beyond normal timelines;
 - c. Description of any problems encountered which will require attention or escalation; and
 - d. Any recommendations to update procedures.

- c. All reports must be provided in one (1) soft copy, in PDF format.

7.21 REPRESENTATIONS AND WARRANTIES

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

7.22 ACCESS TO CANADA'S PROPERTY AND FACILITIES

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

7.23 IDENTIFICATION PROTOCOL RESPONSIBILITIES

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

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

ANNEX A - STATEMENT OF WORK

TELECOMMUNICATION SYSTEM SPECIALISTS IN AUDIO VIDEO CONFERENCING SYSTEMS

1. BACKGROUND

- 1.1 The Department of National Defence (DND) Director Information Management Engineering and Integration (DIMEI) Secure Voice and Data (DIMEI 4-3) Audio Video (AV) Integration Team is responsible for design, procurement, installation, maintenance and support of all DND/Canadian Armed Forces (CAF) secure and non-secure integrated AV and Video Conference (VC) installations. This includes VC conference room, desktop, secure and unclassified desktop software-based VC, command centres, and advanced integrated AV installations, such as executive boardrooms, auditoriums and training centres. As a result of reduced travel funding across the Government of Canada and Blueprint 2020 VC goals, the section has experienced a significant surge in AV/VC use and demand over the past three years. The AV Integration Team requires increased support for the design and project management of additional AV/VC for the support and recapitalization of existing AV/VC assets, and to assist with and lead the modernization of departmental bridging infrastructure to meet demand and improve upon interoperability with other government departments and outside agencies, including international partners.
- 1.2 In addition, the DIMEI 4-3 Canadian Defence Red Switch Network (CDRSN) Team is responsible for the network configuration, procurement, installation, upgrades maintenance, life cycle and 3rd line support of all components that make up the CDRSN network for DND/CAF across the country. This strategic network includes command centers, the Chief of the Defence Staff (CDS), Minister of National Defence (MND) and many more stakeholders and Government decision makers. As a result of reduced personnel to provide 1st and 2nd line support at DND's four core locations, the section has experienced a significant surge of various demand over the past three years. Examples include: a higher number of 2nd line incidents escalated immediately due to the lack of qualified personnel at the core CDRSN locations; the expansion projects for Carling Campus, 2nd City National Defence Headquarter (NDHQ) Pearkes and Star Top augmenting a 40% network growth; and several major upgrades such as Canada/United States Internet Protocol (IP) implementation, GENE hardware and software upgrade of all four core sites. The CDRSN Team requires support and recapitalization of existing CDRSN assets, and to assist with and lead the modernization of departmental bridging infrastructure to meet demand and improve upon interoperability with other government departments and outside agencies including international partners.

2. ACRONYMS

AV	Audio Video
CAF	Canadian Armed Forces
CUCM	Cisco Unified Communications Manager
CDRSN	Canadian Defence Red Switch Network
CDS	Chief of the Defence Staff
CVVoIP	Classified Voice/Video-over-IP
DIMEI	Director Information Management Engineering and Integration
DIMEI 4-3	DIMEI Section 4-3 for Secure Voice and Data
DND	Department of National Defence
IP	Internet Protocol
LAN	Local Area Network
MND	Minister of National Defence
MS	Microsoft
NCR	National Capital Region

NDHQ	National Defence Headquarters
RPD	RealPresence Desktop
TA	Technical Authority
VC	Video Conference
WAN	Wide Area Network
WHMIS	Workplace Hazardous Materials Information System

3. OBJECTIVE

- 3.1 DIMEI 4-3 has a requirement to obtain a number of Telecommunication System Specialists to provide support for its AV Integration Team in the design, installation, maintenance and upgrading of AV/VC activities, as well as support for its CDRSN Team in the installation, maintenance and support of the CDRSN.

4. SCOPE

- 4.1 DIMEI 4-3 requires resources as per the Tasks and Deliverables defines in Section 5 of the Statement of Work in support of, but not limited to, the following services:

- a. AV and VC. The AV Integration Team is responsible for both VC and AV. It is important to recognize that VC is a subset of AV, and that the integration and interdependencies of the two areas are integral to all systems that the team is responsible for designing and supporting;
- b. VC Conference Facilities. Includes the design/installation/support of both unclassified and secure conference facilities across all security domains;
- c. Desktop VC. Includes both unclassified and secure software-based VC desktop systems employing Polycom RealPresence Desktop (RPD);
- d. Audio Conferencing. In-house departmental service provided by bridging infrastructure as part of the DND Videoconferencing Bridging Team;
- e. Digital Signage/Wayfinding. Digital signage is a growing area involving the design, installation, and support of systems designed to provide video and multimedia content for information purposes in public spaces. Digital Signage is often implemented alongside Wayfinding systems, which involves the integration of signs, maps, and other graphics into active and dynamic directional tools;
- f. Knowledge Walls/operations Centres/Command Centres. The AV Integration Team is responsible for the design /installation/support of Operations Centres across DND as well as in coordination with other government agencies;
- g. Audio Amplification/Recording. Includes the design/installation/support of audio recording systems in conference rooms, operations centres, and in support of other DND requirements;
- h. Infrastructure Support. Includes supporting and assisting in the modernization of existing audio and VC bridging infrastructure; and
- i. CDRSN. Canadian Defence Red Switch Network command and control voice network.

- 4.2 Note that technology is evolving and additional technologies, equipment, and systems not listed above may be added.

5. TASKS

- 5.1 The Contractor must provide the resources required in accordance with the following TBIPS Stream categories and levels.

5.2 The Telecommunication System Specialists, Level 2 - AV Integrators must:

- 5.2.1 Coordinate the installation of new or modified unclassified/secure professional AV/VC systems in a corporate environment, including all associated design, inspection and handover activities in accordance with departmental installation directives, technical security countermeasures, specifications and acceptance standards. Proposed solutions must be vendor-neutral and realistic to implement in partner departments by effectively balancing quality, efficiency, availability, cost and security requirements;
- 5.2.2 Analyze network specifications, designs and tendered equipment lists to ensure proposed solutions meet requirements. Proposed solutions must provide an operationally-supportable, networked, videoconference infrastructure;
- 5.2.3 Develop VC Local Area Network (LAN)/Wide Area Network (WAN) System requirements and identify the material and equipment necessary to implement proposed solutions;
- 5.2.4 Obtain quotes and prepare clerical/administrative documents for material acquisition and technical service provisioning;
- 5.2.5 Develop AV solutions in accordance with client requirements, including the identification of required equipment, development of LAN/WAN network requirements, testing and all coordination of clerical/administrative activities;
- 5.2.6 Monitor the repair activity associated with civilian repair and overhaul contractors and CAF repair agencies to maintain corporate multimedia equipment/systems and or related equipment;
- 5.2.7 Provide technical advice and assistance to acquisition authorities at DND Commands, Headquarters, Bases and Wings, as well as to other government agencies with specific direction on video, audio, and data conferencing network infrastructure and required equipment;
- 5.2.8 Appraise and report to the Technical Authority (TA) on condition of DND's conferencing networks and corporate multimedia equipment/systems and associated equipment. Provide written and verbal recommendations on disposal, retention and upgrading of associated equipment; and
- 5.2.9 Participate in the development of maintenance objectives and implementation procedures designed to achieve the highest level of maintainability, reliability, safety and operational effectiveness necessary for videoconferencing network and equipment to perform each assigned mission within the limits of available resources, manpower and funds.

5.3 The Telecommunication System Specialists, Level 3 - AV Integrators must:

- 5.3.1 Analyze network specifications, designs and tendered equipment lists to ensure proposed solutions meet requirements. Proposed solutions must provide an operationally-supportable, networked, videoconference infrastructure;
- 5.3.2 Develop VC LAN/WAN System requirements and identify the material and equipment necessary to implement proposed solutions;
- 5.3.3 Develop functioning AV solutions in accordance with client requirements including the project needs and integration requirements, the identification of required equipment and specifications, cabling requirements, interface/control requirements, testing requirements, training requirements and technical support requirements;

- 5.3.4 Support the development of various types of clerical/administrative documents for material acquisition and technical service provisioning;
- 5.3.5 Analyze installation proposals, system designs or system modifications for errors, omissions and conformance to DND regulations;
- 5.3.6 Develop methods and procedures for new installations or augmentations to major reconfigurations of conferencing and corporate multimedia and professional AV equipment/systems;
- 5.3.7 Develop maintenance objectives and implementation procedures designed to achieve the highest level of maintainability, reliability, safety and operational effectiveness necessary for videoconferencing network and equipment to perform each assigned mission within the limits of available resources, manpower and funds;
- 5.3.8 Analyze, appraise and evaluate professional corporate multimedia/AV equipment alternatives based on impact and cost/benefit considerations. Propose solution(s) and provide cost implementation of selected alternative(s); and
- 5.3.9 Prepare installation specifications and technical reports, and record minutes of interim and final installation acceptance meetings.

5.4 The Telecommunication System Specialist, Level 2 - Desktop must:

- 5.4.1 Process unclassified and secure client account requests for Polycom RPD, as well as for new desktop VC technologies that may be adopted in the future, such as Classified Voice/Video-over-IP (CVVoIP) and Cisco Unified Communications Manager (CUCM);
- 5.4.2 Create and maintain a database for RPD clients for both DND's unclassified and secure video communication environments, as well as for new Desktop VC technologies that may be adopted in the future, such as CVVoIP and CUCM;
- 5.4.3 Support with the provisioning, configuration and maintenance activities of DND's unclassified and classified software videoconferencing application and associated cameras and headsets/speaker phones;
- 5.4.4 Prepare reports on technical issues when required, and statistical reports on network usage monthly;
- 5.4.5 Support the development of various types of clerical/administrative documents for material acquisition and technical service provisioning;
- 5.4.6 Provide training to the client and technical support for Polycom RPD application software for both DND's unclassified and secure video communication environments, as well as for new desktop VC technologies that may be adopted in the future, such as CCVoIP and CUCM;
- 5.4.7 Provide technical advice and assistance to acquisition authorities at DND Defence Commands, Headquarters, Bases and Wings, as well as to other government agencies with specific direction on video, audio, and data conferencing network infrastructure and required equipment;

- 5.4.8 Appraise and report to the TA on condition of DND's conferencing networks and corporate multimedia equipment/systems and associated equipment. Provide written and verbal recommendations on disposal, retention and upgrading of associated equipment; and
- 5.4.9 Develop maintenance objectives and implementation procedures designed to achieve the highest level of maintainability, reliability, safety and operational effectiveness necessary for videoconferencing network and equipment to perform each assigned mission within the limits of available resources, manpower and funds.

5.5 The Telecommunication System Specialists, Level 2 - Infrastructure must:

- 5.5.1 Analyze network specifications, designs and tendered equipment lists to ensure proposed solutions meet requirements. Proposed solutions must provide an operationally-supportable, networked, videoconference infrastructure;
- 5.5.2 Identify material and equipment necessary to implement proposed solutions;
- 5.5.3 Develop functioning AV solutions in accordance with client requirements including the project needs and integration requirements, the identification of required equipment and specifications, cabling requirements, interface/control requirements, testing requirements, training requirements and technical support requirements;
- 5.5.4 Support the development of various types of clerical/administrative documents for material acquisition and technical service provisioning;
- 5.5.5 Analyze installation proposals, system designs or system modifications for errors;
- 5.5.6 Support the provisioning and maintenance activities of DND's classified audio, video and data conferencing systems and equipment;
- 5.5.7 Develop methods and procedures for new installations or augmentations to major reconfiguration of audio, video and data infrastructure conferencing equipment/systems;
- 5.5.8 Develop maintenance objectives and implementation procedures designed to achieve the highest level of maintainability, reliability, safety and operational effectiveness necessary for videoconferencing network and equipment to perform each assigned mission within the limits of available resource, manpower and funds;
- 5.5.9 Analyze, appraise and evaluate audio, video and data infrastructure conferencing equipment/system alternatives based on impact and cost/benefit considerations. Propose solution(s) and provide cost of implementation of selected alternative(s);
- 5.5.10 Investigate and provide recommendations on all manners of telepresence infrastructure hardware and virtual solutions and PC-based, soft client videoconferencing and unified collaboration; and
- 5.5.11 Prepare installation specifications and technical reports, and record minutes of interim and final installation acceptance meetings.

5.6 The Telecommunication System Specialists, Level 3 - CDRSN must:

- 5.6.1 Analyze network specifications, designs and tendered equipment lists to ensure proposed solutions meet requirements. Proposed solutions must provide an operationally-supportable, networked, CDRSN infrastructure;

- 5.6.2 Develop CDRSN system requirements and identify the material and equipment necessary to implement proposed solutions;
- 5.6.3 Develop functioning CDRSN solutions in accordance with client requirements including the project needs and integration requirements, the identification of required equipment and specifications, cabling requirements, interface/control requirements, testing requirements, training requirements and technical support requirements;
- 5.6.4 Develop various types of clerical/administrative documents for material acquisition and technical service provisioning;
- 5.6.5 Analyze installation proposals, system designs or system modifications for errors, omissions and conformance to DND regulations;
- 5.6.6 Develop methods and procedures for new installations or augmentations to major reconfigurations of conferencing and corporate multimedia and professional CDRSN equipment/systems;
- 5.6.7 Develop maintenance objectives and implementation procedures designed to achieve the highest level of maintainability, reliability, safety and operational effectiveness necessary for CDRSN network and equipment to perform each assigned mission within the limits of available resource, manpower and funds;
- 5.6.8 Prepare installation specifications and technical reports, and record minutes of interim and final installation acceptance meetings;
- 5.6.9 Manage departmental CDRSN projects as assigned by the TA, ensuring that the project objectives are met, project risks identified and addressed with the TA.

6. DELIVERABLES

- 6.1 All deliverables resulting from the work must be provided to the TA. All deliverables and services are subject to TA approval. The TA has the right to reject any deliverables that are not considered satisfactory, or require correction.
- 6.2 All documentation produced during the contract becomes the property of DND. No copies (in part or in whole) of the work are permitted to be disclosed outside of DND without the formal permission of the TA.
- 6.3 All deliverables must be provided electronically, in English. Deliverables should be submitted in Microsoft (MS) Word (2013 or higher) format unless otherwise specified.
- 6.4 Deliverables may include, but are not limited to:
 - 6.4.1 Project updates, provided weekly;
 - 6.4.2 Proposed technical solutions and associated cost analysis;
 - 6.4.3 Quotes/Documentation for various material acquisition and technical service provisioning;
 - 6.4.4 Maintenance objective and procedural documents;
 - 6.4.5 New/Amended client accounts, provided as requested by clients in accordance with departmental service standard;
 - 6.4.6 Resolved EITSM Tickets with notification sent to the client, completed in accordance with departmental service standard;
 - 6.4.7 Technical documents;
 - 6.4.8 Engineering process documents;

- 6.4.9 Various reports; and
- 6.4.10 Meeting minutes from interim and final installation acceptance meetings, provided in accordance with departmental standards.

7. CONSTRAINTS

- 7.1 Normal working hours will be from 0600 to 1700 EST Monday through Friday, less Statutory and Civic Holidays, where Contractor's resources will be expected to work 7.5 hours each day between those hours.
- 7.2 On occasion, irregular schedules or extended work hours may be required in support of operational requirements, personnel shortages or as part of on-site work.
- 7.3 For CDRSN specialists, AV Integrators and Infrastructure Specialists, the work may require outside surveying, climbing ladders and scaffolds for planning and inspection purposes, and extended hours of work with occasional exposure to disagreeable conditions when installing, maintaining, testing and calibrating equipment in field locations.
- 7.4 CDRSN specialists, AV Integrators and Infrastructure Specialists must be in possession of a valid Canadian driver's licence in order to be able to rent a vehicle or travel with their own vehicle.
- 7.5 Contracted resources may be required to drive DND vehicles during the performance of their tasks. All contracted resources required to drive DND vehicles in the performance of their tasks must have a DND 404 license. Prior to being eligible for the DND 404 license, contracted resources must have a valid provincial license for the type of vehicle to be driven. DND will provide DND 404 training as required. Training will consume 2 to 20 days depending on the work requirement and level of experience.

8. TRAINING

- 8.1.1 The Contractor must ensure the currency of knowledge of their resources and must bear the costs incurred for training to support new or evolving technologies within the scope of the Contract. Resources should maintain current knowledge of the latest state-of-the-art in theory, methods, techniques and practices related to professional corporate multimedia/systems and conferencing networks as implemented in DND.
- 8.1.2 In certain circumstances, contracted resources may require training available only through DND to perform a required task. If DND requires a resource to attend said course, DND will absorb the costs of the training, including tuition. Travel to attend training will be reimbursed in accordance with Section 11. Travel.
- 8.1.3 For training that is only available through DND, DND will provide the training for the initial contracted resources and training time will be billable time. Additional training provided by DND for replacement resources or training failures will be considered as non-billable time. Orientation, and on-site training required, which is a normal part of becoming familiar with the environment, will be represented as billable time.
- 8.1.4 In addition, some resources may be required to complete non-DND safety courses or technological training on evolving technologies within scope statement in Section 3 above. This training must be at the Contractor's cost, if applicable, including but not limited to:
 - a. Workplace Hazardous Materials Information System (WHMIS) Training;
 - b. Fall Arrest Certification Training;
 - c. Controlled Goods Training; and
 - d. Portable Fire Extinguisher Training.

9. LOCATION OF WORK

- 9.1 The primary work locations are, but not limited to:
- a. 295 Coventry Road
 - b. 130 Bentley Avenue
 - c. 101 Colonel By Drive
 - d. 1600 Star Top Road
 - e. 60 Moodie Drive
 - f. 101 Goldenrod Driveway
- 9.2 In addition to the above locations, the CDRSN specialists, AV Integrators and Infrastructure Specialist may be required to perform short term work at other locations in the National Capital Region (NCR) in support of projects. There may also be a requirements to work in other locations within Canada.
- 9.3 The primary work locations are subject to change throughout the duration of the contract. The Contractor will be advised by the Technical Authority or Contracting Authority via email no later than 30 calendar days prior to the effective date of the change.
- 9.4 The Technical Authority may request that the resources work off-site, as required. It is the Contractor's responsibility to ensure that the off-site work location adheres to the security requirements of the contract.

10. TRAVEL

- 10.1.1 Costs associated with local travel within the NCR will not be reimbursed.
- 10.1.2 Travel outside of the NCR may be required in support of AV/VC and CDRSN systems at other DND/CAF locations across Canada. In the event that travel is required outside of the NCR during the period of this contract, invoices for Travel and Living Costs are to be supported by documentation (receipts) and will be reimbursed in accordance with the Treasury Board Policy and Guidelines on Travel in effect at the time of travel at actual costs with no allowance for markup or profit. All travel outside of the NCR must be approved by the TA in advance, in writing.

11. LANGUAGE REQUIREMENTS

- 11.1.1 All resources must be fluent in the English language. Fluent means that the individual must be able to communicate orally and in writing without any assistance and with minimal errors.

12. GOVERNMENT FURNISHED EQUIPMENT

- 12.1 DWAN Laptop
- 12.2 CSNI Workstation
- 12.3 Various Tools for the work (i.e., Handtools)

ANNEX B - BASIS OF PAYMENT

Initial Contract Period (Date of Contract award to March 31, 2024)			
Resource Category	Level of Expertise	Security	Firm Per Diem Rate
Telecommunication System Specialist - AV Integrator	Level 2	Secret	
Telecommunication System Specialist - AV Integrator	Level 2	Top Secret	
Telecommunication System Specialist - AV Integrator	Level 3	Top Secret	
Telecommunication System Specialist - Desktop	Level 2	Secret	
Telecommunication System Specialist - Infrastructure	Level 2	Secret	
Telecommunication System Specialist - CDRSN	Level 3	Secret	

ANNEX C - SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat W6369-22-P50A
Security Classification / Classification de sécurité Unclassified

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Unclassified





PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes
Non 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 Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input checked="" type="checkbox"/> SECRET
SECRET | <input checked="" 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 EMBLEMES | | | |

Special comments:
Commentaires spéciaux : _____

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No Yes
Non Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes
Non 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 Yes
Non 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 Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No Yes
Non Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or 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 Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No Yes
Non Oui



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 / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			SECRET	TOP SECRET / TRÈS SECRET
											A	B	C		
Information / Assets / Renseignements / Bénéfices															
Production															
IT Media / Support IT															
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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

ATTACHMENT 1 TO ANNEX C - SECURITY CLASSIFICATION GUIDE

Part B - Multiple Levels of Personnel Screening: Security Classification Guide To be completed in addition to SRCL question 10.a) when multiple levels of personnel screening are therein identified. Indicate which personnel screening levels are required for which portions of the work/access involved in the contract.			
Level of Personnel Clearance (e.g. Reliability, Secret)	Position / Description/Task	Access to sites and/or information. Levels of Information to be accessed.	Citizenship Restriction (if any)
Top Secret	Telecommunication System Specialist AV integrator Level 2 (2 RESOURCES)	Up to Top Secret	Canadian
Top Secret	Telecommunication System Specialist AV integrator Level 3(1 REOSURCE)	Up to Top Secret	Canadian
Secret	Telecommunication System Specialist AV integrator Level 2 (2 RESOURCES)	Up to Secret	Canadian
Secret	Telecommunication System Specialist Desktop Level 2 (1 RESOURCE)	Up to Secret	Canadian
Secret	Telecommunication System Specialist Infrastructure Level 2 (1 RESOURCES)	Up to Secret	Canadian
Secret	Telecommunication System Specialist CDRSN Level 3 (3 RESOURCES)	Up to Secret	Canadian

ANNEX D - NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

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

Signature

Date

ATTACHMENT 3.1 - BID SUBMISSION FORM

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

[include both the level and the date it was granted]

[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Signature of Authorized Representative of Bidder

ATTACHMENT 3.2 - PRICING SCHEDULE

In respect of the “Estimated Number of Days” listed below in (D*) the estimated number of days is for evaluation purposes only during the solicitation process and does not represent a commitment of the future usage.

Initial Contract Period					
Date of Contract award to March 31, 2024					
(A)	(B)	(C)	(D)	(E)	(F)
Resource Category	Level of Expertise	Level of Security	Estimated Number of Days	Firm Per Diem Rate	Total Cost (D x E)
Telecommunication System Specialist - AV Integrator	Level 2	Secret	1,240	\$	\$
Telecommunication System Specialist - AV Integrator	Level 2	Top Secret	1,240	\$	\$
Telecommunication System Specialist - AV Integrator	Level 3	Top Secret	620	\$	\$
Telecommunication System Specialist - Desktop	Level 2	Secret	620	\$	\$
Telecommunication System Specialist - Infrastructure	Level 2	Secret	620	\$	\$
Telecommunication System Specialist - CDRSN	Level 3	Secret	1,860	\$	\$
Total Bid Price					\$ <TBD>

ATTACHMENT 4.1 - BID EVALUATION CRITERIA

The evaluation criteria contained in this attachment will be used to evaluate bids during the solicitation and to facilitate resource assessment after contract award. The Bidder must provide a qualifying résumé for each of the Resource Categories requested for evaluation. The Bidder must complete an evaluation grid for each of the required resources listed in Table 1 below. For each criterion the Bidder must indicate the section in the résumé where compliance with the criteria is described. Failure to provide a qualifying résumé for each required resource results in a non-responsive bid.

Bidders are advised that the experience is calculated as of the closing date of the RFP. For example, if a given requirement states, “The Bidder must have experience, within the last five years”, then the five-year period is calculated as of the closing date of the RFP.

Table 1

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED	SECURITY LEVEL
T.6 Telecommunication System Specialist - AV Integrator	LEVEL 2	2	Secret
T.6 Telecommunication System Specialist - AV Integrator	LEVEL 2	2	Top Secret
T.6 Telecommunication System Specialist - AV Integrator	LEVEL 3	1	Top Secret
T.6 Telecommunication System Specialist - Desktop	LEVEL 2	1	Secret
T.6 Telecommunication System Specialist - Infrastructure	LEVEL 2	1	Secret
T.6 Telecommunication System Specialist - CDRSN	LEVEL 3	3	Secret

RESOURCE CRITERIA

MANDATORY CRITERIA

NO.	REQUIREMENT	MET	NOT MET	BIDDER'S RESPONSE (CROSS REFERENCE TO PROPOSAL PAGE AND PARA)
T.6 - TELECOMMUNICATION SYSTEM SPECIALIST, LEVEL 2 - AV INTEGRATOR				
M1	The proposed resource must have a minimum five (5) years of combined experience within the past ten (10) years in professional audiovisual environments.			
M2	The proposed resource must have a minimum three (3) years of combined experience using at least three of the following Microsoft products: <ul style="list-style-type: none">- PowerPoint 2013 or higher- Excel 2013 or higher- Word 2013 or higher- Visio Professional 2013 or higher- Outlook 2013 or higher			
M3	The proposed resource must have a minimum years (3) years of combined experience within the past ten (10) years interpreting and evaluating professional audiovisual failures.			
COMPLIANT? (YES/NO)				

NO.	REQUIREMENT	MET	NOT MET	BIDDER'S RESPONSE (CROSS REFERENCE TO PROPOSAL PAGE AND PARA)
T.6 - TELECOMMUNICATION SYSTEM SPECIALIST, LEVEL 3 - AV INTEGRATOR				
M1	The proposed resource must have a minimum ten (10) years of combined experience within the past fifteen (15) years in professional audiovisual environments.			
M2	The proposed resource must have a minimum five (5) of combined experience using at least three of the following Microsoft products: <ul style="list-style-type: none"> - PowerPoint 2013 or higher - Excel 2013 or higher - Word 2013 or higher - Visio Professional 2013 or higher - Outlook 2013 or higher 			
M3	The proposed resource must have a minimum ten (10) years of combined experience within the past fifteen (15) years interpreting and evaluating professional audiovisual failures.			
COMPLIANT? (YES/NO)				

NO.	REQUIREMENT	MET	NOT MET	BIDDER'S RESPONSE (CROSS REFERENCE TO PROPOSAL PAGE AND PARA)
T.6 - TELECOMMUNICATION SYSTEM SPECIALIST, LEVEL 2 - DESKTOP				
M1	The proposed resource must have a minimum five (5) years of combined experience within the past ten (10) years in professional audiovisual environments.			
M2	The proposed resource must have a minimum three (3) years of combined experience using at least three (3) of the following Microsoft products: <ul style="list-style-type: none"> - PowerPoint 2013 or higher - Excel 2013 or higher - Word 2013 or higher - Visio Professional 2013 or higher - Outlook 2013 or higher 			
M3	The proposed resource must have a minimum four (4) years of combined experience within the past ten (10) years training customers, troubleshooting and supporting Cisco and/or Poly (formerly Polycom) desktop and mobile client software.			
M4	The proposed resource must have a minimum four (4) years of combined experience within the past ten (10) years using and provisioning any of the following infrastructure conferencing equipment and systems: <ul style="list-style-type: none"> - Polycom RealPresence Distributed Media Application (DMA) - Polycom RealPresence Resource Manager (RPRM) - Cisco Video Communication Server (VCS) 			
COMPLIANT? (YES/NO)				

NO.	REQUIREMENT	MET	NOT MET	BIDDER'S RESPONSE (CROSS REFERENCE TO PROPOSAL PAGE AND PARA)
T.6 - TELECOMMUNICATION SYSTEM SPECIALIST, LEVEL 2 - INFRASTRUCTURE				
M1	The proposed resource must have a minimum five (5) years of combined experience within the past ten (10) years in professional audiovisual environments.			
M2	The proposed resource must have a minimum three (3) of combined experience using at least three of the following Microsoft products: <ul style="list-style-type: none"> - PowerPoint 2013 or higher - Excel 2013 or higher - Word 2013 or higher - Visio Professional 2013 or higher - Outlook 2013 or higher 			
M3	The proposed resource must have a minimum five (5) years of combined experience within the past ten (10) years analyzing network specifications, and developing Local Area Network (LAN) and/or Wide Area Network (WAN) system requirements for networked audio, video and data conferencing solutions.			
M4	The proposed resource must have a minimum five (5) years of combined experience within the past ten (10) years using and provisioning at least five (5) of the following infrastructure conferencing equipment and systems: <ul style="list-style-type: none"> - Cisco Meeting Server (CMS) - Cisco Video Communications Server (VCS) - Cisco Unified Communications Manager (CUCM) - Polycom RealPresence Collaboration Server (RMX) - Polycom RealPresence Distributed Media Application (DMA) - Polycom Real Presence Resource Manager (RPRM) - Oracle Session Border Controller (SBC) 			
COMPLIANT? (YES/NO)				

NO.	REQUIREMENT	MET	NOT MET	BIDDER'S RESPONSE (CROSS REFERENCE TO PROPOSAL PAGE AND PARA)
T.6 - TELECOMMUNICATION SYSTEM SPECIALIST, LEVEL 3 - CDRSN				
M1	The proposed resource must have a minimum ten (10) years of combined experience within the past fifteen (15) years in supporting Telephony, Private Branch Exchange (PBX) and Voice Over IP (VoIP).			
M2	The proposed resource must have a minimum five (5) years of combined experience using at least three of the following Microsoft products: <ul style="list-style-type: none"> - PowerPoint 2013 or higher - Excel 2013 or higher - Word 2013 or higher - Visio Professional 2013 or higher - Outlook 2013 or higher 			
M3	The proposed resource must have a minimum ten (10) years of combined experience within the past fifteen (15) years working with secure, switched voice network (includes but not limited to, Promina hardware/software, modems and crypto) equipment.			
COMPLIANT? (YES/NO)				

POINT-RATED REQUIREMENTS:

NO.	REQUIREMENT	SCORING GUIDE	MAX POINTS	SCORE	BIDDER'S RESPONSE (CROSS REFERENCE TO PROPOSAL PAGE AND PARA)
T.6 - TELECOMMUNICATION SYSTEM SPECIALIST, LEVEL 2 - AV INTEGRATOR					
R1	The proposed resource should have experience within the past ten (10) years in a classified professional audiovisual environment.	0 Points: Less than 1 year 1 Points: 1 year to <3 years 2 Points: 3 years to <5 years 3 Points: 5+ years	3		
R2	The proposed resource should have experience within the past ten (10) years analyzing network specifications and developing Local Area Network (LAN) and/or Wide Area Network (WAN) system requirements for networked audio, video and data conferencing solutions.	0 Points: Less than 3 years 1 Points: 3 years to <5 years 2 Points: 5 years to <7 years 3 Points: 7+ years	3		
R3	The proposed resource should have combined experience within the past ten (10) years writing technical reports, correspondence and detailed instructions.	0 Points: Less than 3 years 1 Points: 3 years to <5 years 2 Points: 5 years to <7 years 3 Points: 7+ years	3		
R4	The proposed resource should have combined experience within the past ten (10) years using any of the following professional audiovisual equipment control systems, touch panels and their interconnectivity to audiovisual systems: - AMX - Crestron - Extron	0 Points: Less than 5 years 1 Points: 5 years to <7 years 2 Points: 7+ years	2		

NO.	REQUIREMENT	SCORING GUIDE	MAX POINTS	SCORE	BIDDER'S RESPONSE (CROSS REFERENCE TO PROPOSAL PAGE AND PARA)
R5	<p>The proposed resource should have combined experience within the past ten (10) years interpreting and utilizing each of the following:</p> <ul style="list-style-type: none"> - Audiovisual specifications - Network architecture diagrams - Engineering drawing - Schematic diagrams 	<p>0 Points: Less than 3 years 1 Points: 3 years to <5 years 2 Points: 5 years to <7 years 3 Points: 7+ years</p>	3		
R6	<p>The proposed resource should have experience within the past ten (10) years installing, integrating, maintaining and supporting professional audiovisual and video conferencing endpoint systems, in a corporate environment.</p>	<p>0 Points: Less than 1 years 1 Points: 1 year to <3 years 2 Points: 3 years to <5 years 3 Points: 5+ years</p>	3		
R7	<p>The proposed resource should have experience within the past ten (10) years interpreting and evaluating professional audiovisual failures.</p>	<p>0 Points: Less than 4 years 1 Points: 4 years to <7 years 2 Points: 7+ years</p>	2		
R8	<p>The proposed resource should have experience within the past ten (10) years using electronic test generators, measurement equipment and common hand-powered tools.</p>	<p>0 Points: Less than 4 years 1 Points: 4 years to <7 years 2 Points: 7+ years</p>	2		
TOTAL		<p>Minimum Passing Score: 15 Points Maximum Score: 21 Points</p>			

NO.	REQUIREMENT	SCORING GUIDE	MAX POINTS	SCORE	BIDDER'S RESPONSE (CROSS REFERENCE TO PROPOSAL PAGE AND PARA)
T.6 - TELECOMMUNICATION SYSTEM SPECIALIST, LEVEL 3 - AV INTEGRATOR					
R1	The proposed resource should have experience within the past fifteen (15) years in the classified professional audiovisual environment.	0 Points: Less than 4 years 1 Points: 4 year to <7 years 2 Points: 7 years to <9 years 3 Points: 9+ years	3		
R2	The proposed resource should have experience within the past fifteen (15) years analyzing network specifications and developing Local Area Network (LAN) and/or Wide Area Network (WAN) system requirements for networked audio, video and data conferencing solutions.	0 Points: Less than 5 years 1 Points: 5 year to <7 years 2 Points: 7 years to <9 years 3 Points: 9+ years	3		
R3	The proposed resource should have experience within the past fifteen (15) years writing technical reports, correspondence and detailed instructions.	0 Points: Less than 7 years 1 Points: 7 year to <9 years 2 Points: 9 years to <12 years 3 Points: 12+ years	3		
R4	The proposed resource should have experience within the past ten (10) years interpreting and evaluating professional audiovisual failures.	0 Points: Less than 7 years 1 Points: 7 year to <9 years 2 Points: 9 years to <12 years 3 Points: 12+ years	3		
R5	The proposed resource should have experience within the past fifteen (15) years using any of the following professional audiovisual equipment control systems, touch panels and their interconnectivity to audiovisual systems: - AMX - Crestron - Extron	0 Points: Less than 7 years 1 Points: 7 year to <9 years 2 Points: 9 years to <12 years 3 Points: 12+ years	3		

NO.	REQUIREMENT	SCORING GUIDE	MAX POINTS	SCORE	BIDDER'S RESPONSE (CROSS REFERENCE TO PROPOSAL PAGE AND PARA)
R6	<p>The proposed resource should have combined experience within the past ten (10) years interpreting and utilizing <u>each</u> of the following:</p> <ul style="list-style-type: none"> - Audiovisual specifications - Network architecture diagrams - Engineering drawing - Schematic diagrams 	<p>0 Points: Less than 3 years 1 Points: 3 year to <5 years 2 Points: 5 years to <7 years 3 Points: 7+ years</p>	3		
R7	<p>The proposed resource should have experience within the past ten (10) years interpreting and evaluating professional audiovisual failures.</p>	<p>0 Points: Less than 7 years 1 Points: 7 year to <9 years 2 Points: 9 years to <12 years 3 Points: 12+ years</p>	3		
R8	<p>The proposed resource should have experience within the past fifteen (15) years developing solutions for professional audiovisual installations in any of the following areas:</p> <ul style="list-style-type: none"> - Boardrooms; - Classrooms; and - Video Tele-Conferencing (VTC) venues. 	<p>0 Points: Less than 7 years 1 Points: 7 year to <9 years 2 Points: 9 years to <12 years 3 Points: 12+ years</p>	3		
R9	<p>The proposed resource should have experience within the past fifteen (15) years using and configuring Cisco and/or Poly (formerly Polycom) video conferencing hardware end points.</p>	<p>0 Points: Less than 6 years 1 Points: 6 year to <8 years 2 Points: 8 years to <10 years 3 Points: 10+ years</p>	3		
TOTAL:		<p>Minimum Passing Score: 19 Points Maximum Score: 27 Points</p>			

NO.	REQUIREMENT	SCORING GUIDE	MAX POINTS	SCORE	BIDDER'S RESPONSE (CROSS REFERENCE TO PROPOSAL PAGE AND PARA)
T.6 - TELECOMMUNICATION SYSTEM SPECIALIST, LEVEL 2 - DESKTOP					
R1	The proposed resource should have experience within the past ten (10) years in classified professional audiovisual environments.	0 Points: Less than 1 year 1 Points: 1 year to <3 years 2 Points: 3 years to <5 years 3 Points: 5+ years	3		
R2	The proposed resource should have experience within the past ten (10) years writing technical reports, correspondence and detailed instructions.	0 Points: Less than 3 years 1 Points: 3 years to <5 years 2 Points: 5 years to <7 years 3 Points: 7+ years	3		
R3	The proposed resource should have experience within the past ten (10) years training customers, troubleshooting and supporting Cisco and/or Poly (formerly Polycom) desktop and mobile client software.	0 Points: Less than 5 years 1 Points: 5 years to <7 years 2 Points: 7+ years	2		
R4	The proposed resource should have experience within the past ten (10) years developing guidance for deployments of greater than 5,000 software desktop and mobile clients.	0 Points: Less than 3 years 1 Points: 3 years to <4 years 2 Points: 4 years to <5 years 3 Points: 5+ years	3		
R5	The proposed resource should have experience within the past ten (10) years using and provisioning any of the following infrastructure conferencing equipment and systems: <ul style="list-style-type: none"> - Polycom RealPresence Distributed Media Application (DMA) - Polycom RealPresence Resource Manager (RPRM) - Cisco Video Communication Server (VCS) 	0 Points: Less than 5 years 1 Points: 5 years to <7 years 2 Points: 7+ years	2		

NO.	REQUIREMENT	SCORING GUIDE	MAX POINTS	SCORE	BIDDER'S RESPONSE (CROSS REFERENCE TO PROPOSAL PAGE AND PARA)
R6	The proposed resource should have experience within the past ten (10) years developing guidance for deployments of greater than 5,000 software desktop and mobile clients.	0 Points: Less than 3 years 1 Points: 3 years to <4 years 2 Points: 4 years to <5 years 3 Points: 5+ years	3		
R7	The proposed resource should have experience within the past ten (10) years communicating and providing advice to Senior Personnel*. <i>*Senior Personnel is defined as an individual holding a position as a Director General or higher, or Vice President or higher.</i>	0 Points: Less than 4 years 1 Points: 4 years to <7 years 2 Points: 7+ years	2		
TOTAL:		Minimum Passing Score: 13 Points Maximum Score: 18 Points			

NO.	REQUIREMENT	SCORING GUIDE	MAX POINTS	SCORE	BIDDER'S RESPONSE (CROSS REFERENCE TO PROPOSAL PAGE AND PARA)
T.6 - TELECOMMUNICATION SYSTEM SPECIALIST, LEVEL 2 -INFRASTRUCTURE					
R1	The proposed resource should have experience within the past ten (10) years in the classified professional audiovisual environment.	0 Points: Less than 1 years 1 Points: 1 years to <3 years 2 Points: 3 years to <5 years 3 Points: 5+ years	3		
R2	The proposed resource should have experience within the past ten (10) years writing technical reports, correspondence and detailed instructions.	0 Points: Less than 3 years 1 Points: 3 years to <5 years 2 Points: 5 years to <7 years 3 Points: 7+ years	3		
R3	The proposed resource should have combined experience within the past ten (10) years interpreting and utilizing <u>each</u> of the following: - Telepresence infrastructure specifications - Network architecture diagrams - Engineering drawing - Schematic diagrams	0 Points: Less than 3 years 1 Points: 3 years to <5 years 2 Points: 5 years to <7 years 3 Points: 7+ years	3		
R4	The proposed resource should have experience within the past ten (10) years interpreting and evaluating professional audiovisual failures.	0 Points: Less than 3 years 1 Points: 3 years to <5 years 2 Points: 5 years to <7 years 3 Points: 7+ years	3		
R5	The proposed resource should have experience within the past ten (10) years developing strategies for the adoption and usage of telepresence infrastructure.	0 Points: Less than 3 years 1 Points: 3 years to <5 years 2 Points: 5 years to <7 years 3 Points: 7+ years	3		

NO.	REQUIREMENT	SCORING GUIDE	MAX POINTS	SCORE	BIDDER'S RESPONSE (CROSS REFERENCE TO PROPOSAL PAGE AND PARA)
R6	The proposed resource should have experience within the past ten (10) years training customers, troubleshooting and supporting Cisco and/or Poly (formerly Polycom) desktop and mobile client software.	0 Points: Less than 3 years 1 Points: 3 years to <5 years 2 Points: 5 years to <7 years 3 Points: 7+ years	3		
R7	The proposed resource should a minimum of five (5) years of combined experience within the past ten (10) years using and provisioning more than five (5) of the following infrastructure conferencing equipment and systems: <ul style="list-style-type: none"> - Cisco Meeting Server (CMS) - Cisco Video Communications Server (VCS) - Cisco Unified Communications Manager (CUCM) - Polycom RealPresence Collaboration Server (RMX) - Polycom RealPresence Distributed Media Application (DMA) - Polycom Real Presence Resource Manager (RPRM) - Oracle Session Border Controller (SBC) 	1 Points: five (5) years of experience <u>with six (6)</u> of the infrastructure conferencing equipment and systems listed 2 Points: five (5) years of experience <u>with seven (7)</u> of the infrastructure conferencing equipment and systems listed	2		
TOTAL:		Minimum Passing Score: 15 Points Maximum Score: 20 Points			

NO.	CRITERIA	SCORING GUIDELINES	MAX POINTS	SCORE	BIDDER'S RESPONSE (CROSS REFERENCE TO PROPOSAL PAGE AND PARA)
T.6 - TELECOMMUNICATION SYSTEM SPECIALIST, LEVEL 3 - CDRSN					
R1	The proposed resource should have combined experience within the past fifteen (15) years installing cabling and cable support systems in both metallic and fibre optic systems.	0 Points: Less than 5 years 1 Points: 5 year to <7 years 2 Points: 7 years to <9 years 3 Points: 9+ years	3		
R2	The proposed resource should have experience within the past fifteen (15) years troubleshooting communications links and switching equipment.	0 Points: Less than 5 years 1 Points: 5 year to <7 years 2 Points: 7 years to <9 years 3 Points: 9+ years	3		
R3	The proposed resource should have experience within the past fifteen (15) years working with secure, switched voice network (includes but not limited to, Promina hardware/software, modems and crypto) equipment such as used on a classified or secure telephone network.	0 Points: Less than 5 years 1 Points: 5 year to <7 years 2 Points: 7 years to <9 years 3 Points: 9+ years	3		
R4	The proposed resource should have experience within the past fifteen (15) years analyzing network specifications, and supporting voice over IP (VoIP).	0 Points: Less than 5 years 1 Points: 5 year to <7 years 2 Points: 7 years to <9 years 3 Points: 9+ years	3		
TOTAL:		Minimum Passing Score: 9 Points Maximum Score: 12 Points			

ATTACHMENT 5.1 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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