



**SOLICITATION CLOSES  
L'INVITATION PREND FIN**

**at - à 14h00  
on - le 21 January 2020**

**Time Zone: - Fuseau horaire :  
Eastern Daylight Time (EDT)**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITIONS**

**Proposal To: Department of National Defence**

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

**Proposition au : ministère de la Défense nationale**

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

**Comments - Commentaires**

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.

This Request for Proposal (RFP) is issued against the Public Works and Government Services (PWGSC) Task-Based Informatics Professional Services (TBIPS) Supply Arrangement (SA).

**Issuing Office - Bureau de distribution**

Mapping and Charting Establishment (MCE)

<b>Title - Sujet</b> TBIPS – Three (3) G.1 Geomatics Analysts Level 1	
<b>Solicitation No. - N° de l'invitation</b> DND-W1786-20-0003	
<b>Date</b> 28 November 2019	
<b>Reference No. - N° de référence du client</b> W1786-20-0003	
<b>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :</b>  By E-Mail to: <a href="mailto:MCE.Procurement.&amp;Contracting@forces.gc.ca">MCE.Procurement.&amp;Contracting@forces.gc.ca</a>  Mapping and Charting Establishment (MCE)  Attention: Alain Pothier, MCE Proc Mgr	
<b>Address Enquiries to: Adresser toutes questions à :</b> Contracting Authority: Alain Pothier, MCE Proc Mgr	
<b>Telephone No. N° de telephone</b>	<b>E-Mail Address Courriel</b> <a href="mailto:MCE.Procurement.&amp;Contracting@forces.gc.ca">MCE.Procurement.&amp;Contracting@forces.gc.ca</a>
613-992-7715	
<b>FOB - FAB</b> See herein.	
<b>Destination</b>  See herein.	
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>          <b>Telephone No. - N° de telephone    Facsimile No. - N° de télécopieur</b>	
<b>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)</b>	
<b>Signature</b>	<b>Date</b>



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

### TABLE OF CONTENTS

#### PART 1 – GENERAL INFORMATION

- 1.1 INTRODUCTION
- 1.2 SUMMARY
- 1.3 DEBRIEFINGS

#### PART 2 – BIDDER INSTRUCTIONS

- 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
- 2.2 SUBMISSION OF BIDS
- 2.3 ENQUIRIES - BID SOLICITATION
- 2.4 FORMER PUBLIC SERVANT
- 2.5 APPLICABLE LAWS
- 2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD
- 2.7 BASIS FOR CANADA’S OWNERSHIP OF THE INTELLECTUAL PROPERTY (IP)

#### PART 3 – BID PREPARATION INSTRUCTIONS

- 3.1 BID PREPARATION INSTRUCTIONS
- 3.2 SECTION I: TECHNICAL BID
- 3.3 SECTION II: FINANCIAL BID
- 3.4 SECTION III: CERTIFICATIONS

#### PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 EVALUATION PROCEDURES
- 4.2 TECHNICAL EVALUATION
- 4.3 FINANCIAL EVALUATION
- 4.4 BASIS OF SELECTION

#### PART 5 – CERTIFICATIONS

- 5.1 CERTIFICATIONS REQUIRED WITH BID
- 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION
- 5.3 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

#### PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

- 6.1 SECURITY REQUIREMENT

#### PART 7 – RESULTING CONTRACT CLAUSES

- 7.1 REQUIREMENT
- 7.2 MINIMUM WORK GUARANTEE
- 7.3 STANDARD CLAUSES AND CONDITIONS



- 7.4 SECURITY REQUIREMENT
- 7.5 CONTRACT PERIOD
- 7.6 AUTHORITIES
- 7.7 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS
- 7.8 PAYMENT
- 7.9 INVOICING INSTRUCTIONS
- 7.10 CERTIFICATIONS
- 7.11 APPLICABLE LAWS
- 7.12 PRIORITY OF DOCUMENTS
- 7.13 DEFENCE CONTRACT
- 7.14 FOREIGN NATIONALS (CANADIAN CONTRACTOR)
- 7.15 INSURANCE REQUIREMENTS
- 7.16 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY
- 7.17 JOINT VENTURE
- 7.18 PROFESSIONAL SERVICES - GENERAL
- 7.19 SAFEGUARDING ELECTRONIC MEDIA
- 7.20 REPRESENTATIONS AND WARRANTIES
- 7.21 ACCESS TO CANADA'S PROPERTY AND FACILITIES
- 7.22 GOVERNMENT PROPERTY
- 7.23 IDENTIFICATION PROTOCOL RESPONSIBILITIES

**List of Annexes to the Resulting Contract:**

- Annex **A** Statement of Work
- Annex **B** Basis of Payment
- Annex **C** Security Requirements Check List (SRCL)

- Bid Submission Form - Attachment 1
- Bid Evaluation Criteria - Attachment 2
- Pricing Schedule - Attachment 3



## 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 the **Department of National Defence (DND), Mapping and Charting Establishment (MCE)** (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 one (1) year, plus one (1) one-year irrevocable options allowing Canada to extend the term of the contract(s)
- 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 North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CColFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- e. 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 1 in the Victoria, British Columbia Metropolitan Area 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. The following SA Holders have been initially 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:

1019837 Ontario Inc.  
Accenture Inc.  
Adecco Employment Services Limited/Services de placement Adecco Limited  
ADGA Group Consultants Inc.  
Adirondack Information Management Inc., Amita Corporation, Artemp Personnel Services Inc., The AIM Group Inc., in JOINT VENTURE  
Aerotek ULC  
Alika Internet Technologies Inc.  
Altis Human Resources (Ottawa) Inc., and Excel Human Resources Inc., in Joint Venture  
ARTEMP PERSONNEL SERVICES INC  
C-CORE  
Canadian Development Consultants International Inc.  
CGI Information Systems and Management Consultants Inc.  
Conoscenti Technologies Inc.  
Coradix technology Consulting Ltd.  
CSI Consulting Inc., FoxWise Technologies Inc., DWP Solutions Inc., Innovision Consulting Inc., IN JOINT VENTURE  
Dalian Enterprises and Coradix Technology Consulting, in Joint Venture  
Deloitte Inc.  
DLS Technology Corporation  
Donna Cona Inc.  
DONNA CONNA INC., IBM CANADA LIMITED IN JOINT VENTURE  
Eagle Professional Resources Inc.  
Emerion  
ESRI Canada Limited  
Etico, Inc.  
Excel Human Resources Inc.  
Fujitsu Consulting (CANADA) Inc./Fujitsu Conseil (Canada) Inc.  
General Dynamics Land Systems - Canada Corporation  
GeoNet Technologies Inc.  
HabitatSeven Inc.  
Holonics Inc.  
IBM Canada Limited/IBM Canada Limitée  
IIC Technologies Inc.  
Intergraph Canada Ltd  
IT/Net - Ottawa Inc.  
Kongsberg Geospatial Ltd.  
KPMG LLP  
Lim Geomatics Inc.  
Lim Geomatics Inc. and Kim Geomatics Corporation Joint Venture  
Maverin Inc.  
Maverin Inc., In Joint Venture, SRA STAFFING SOLUTIONS LTD.  
MaxSys Staffing & Consulting Inc.  
MDA Systems Ltd.  
Messa Computing Inc.  
MGIS Inc.  
MGIS Inc., B D M K Consultants Inc IN JOINT VENTURE  
Michael Wager Consulting Inc.  
Modis Canada Inc  
MRF Geosystems Corporation



New Technologies Inc.  
 Pacific Geomatics Limited  
 Procom Consultants Group Ltd.  
 Procom Consultants Group Ltd., Emerion , IN JOINT VENTURE  
 Proex Inc.  
 Protak Consulting Group Inc.  
 QSP Geographics Inc.  
 Refractions Research Inc  
 Reticle Ventures Canada Incorporated  
 S.I. SYSTEMS ULC  
 Sierra Systems Group Inc.  
 Solutions Moerae Inc  
 TAG HR The Associates Group Inc.  
 Teambuilder Consulting Inc.  
 TECSIS Corporation  
 TELUS Communications Inc.  
 TRM Technologies Inc.  
 TRM Technologies Inc., BP&M Government IM & IT Consulting Inc., IN JOINT VENTURE  
 Tundra Technical Solutions Inc  
 Veritaaq Technology House Inc.  
 VERSATIL BPI INC, SOLUTIONSTAT, CONSULTATION ET FORMATION EN STATISTIQUE INC. , in joint venture

- f. 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.
- g. The Resource Categories described below are required on an as and when requested basis in accordance the TBIPS Categories of Personnel Descriptions (<http://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>):

Resource Category	Level of Expertise	Estimated Number of Resources Required
G.1 Geomatics Analyst	1	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>) 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 (2019-03-04) 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 five (5) 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 British Columbia.

## 2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

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

## 2.7 BASIS FOR CANADA'S OWNERSHIP OF THE INTELLECTUAL PROPERTY (IP)

Canada has determined that any intellectual property arising from the performance of the Work under any resulting Contract will belong to Canada, on the basis that the Treasury Board Policy 'Title to Intellectual Property Arising Under Crown Procurement' (<http://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html>) does not apply to this requirement as per its sub-section 2.5, which states: "This policy does not apply to personal information, as defined under the Privacy Act (R.S.C.) c. P-21, or to Foreground IP in any compilation or database containing personal information or Crown-supplied information, if that Foreground cannot be exploited without using that personal information or Crown-supplied information".



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 BID PREPARATION INSTRUCTIONS

- a. **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows :
- i. Section I: Technical Bid - attachment by email.
  - ii. Section II: Financial Bid - attachment by email.
  - iii. Section III: Certifications not included in the Technical Bid - attachment by email.
  - iv. Section IV: Additional Information - attachment by email (if required).

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

- b. **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:

Soft copies will be accepted in any of the following electronic formats:

- Portable Document Format .pdf
- Microsoft Word

- c. **Canada's Policy on Green Procurement:** The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the [Policy on Green Procurement \(http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders are encouraged to :

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

- d. **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.

**e. 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:

- i. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment “(X)” 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.
- ii. **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:

SECURITY INFORMATION:

Name of individual as it appears on security clearance application form: \_\_\_\_\_

Level of security clearance obtained: \_\_\_\_\_

Validity period of security clearance obtained: \_\_\_\_\_

Security Screening Certificate and Briefing Form file number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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.

- iii. **Substantiation of Technical Compliance:**  
The technical bid must substantiate the compliance of the bidder and its products and services with the specific requirements of Attachment “2”, 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 “2”, 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.
- iv. **For Proposed Resources:** The technical bid must include one (1) résumés for the resources as identified in Attachment “2”. 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:
  - A. 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
  - B. 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).

- C. 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).
- D. 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.
- E. 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.
- F. 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 Basis of Payment provided in Annex "B" 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. **Variation in Resource Rates By Time Period:** For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
  - i. the rate bid must not increase by more than 5% from one time period to the next, and
  - ii. the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period
- c. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, 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.

- d. **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. **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 “2”- Bid Evaluation Criteria.
- b. **Reference Checks :**
  - i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day using the email address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's email was sent.
  - ii. On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
  - iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.



- iv. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- v. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

#### 4.3 FINANCIAL EVALUATION

- A. The financial evaluation will be conducted by calculating the Total Bid Price (exclusive of estimated travel costs and Applicable Taxes) using the Pricing Tables completed by the bidders. The Bidder must provide firm, all inclusive, per diem rates for the Categories of Personnel being proposed in accordance with the bid solicitation, which may include an initial contract period and option periods.

Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

- (i) **Formulae in Pricing Tables**  
If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.
- (ii) **Substantiation of Professional Services Rates**  
In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for a professional services bid, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:
  - (a) documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
  - (b) a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
  - (c) a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation); or
  - (d) details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid





solicitation) to provide services under the relevant resource category, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the relevant resource, Canada may declare the bid non-compliant, if the rate bid is at least 30% of or lower than the median price bid by compliant bidders for the first year of the resulting contract for the relevant resource(s). Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

#### 4.4 BASIS OF SELECTION

##### Mandatory Technical Criteria

1. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
2. In the event two or more responsive bids have the same lowest evaluated price, the proposal with the highest number of combined total years of experience demonstrated in Mandatory Criteria MT3 will be recommended for award of a contract.



## PART 5 - CERTIFICATIONS

### 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 website* ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page](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.

### 5.3 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

**a. Professional Services Resources**

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.

**For a contract(s) estimated at \$400K or less ONLY, the following applies:**

- A. Following verification from the Contract Authority, should the resulting Contract be awarded within 30 days from the solicitation closing date, the proposed resource must be available to perform the services in accordance with the Contract. If during the verification, the proposed resource is no longer available, the next ranked compliant bidder will be awarded the Contract.
- B. Should the resulting Contract not be awarded within 30 days from the solicitation closing date, and the proposed resource is no longer available to perform the services due to circumstances beyond the control of the bidder, that bidder will have an opportunity to replace the resource with a replacement of equivalent or higher qualifications and experience as determined by the solicitation's evaluation criteria.



- i. 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.
- ii. If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
  - A. the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
  - B. the name, qualifications and experience of a proposed replacement immediately available for work; and
  - C. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

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

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

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

- 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 or Bilingual or French*] 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;
  - 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; and
  - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites
- 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.

## 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. *[Delete the following if N/A]* This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s)** : Under the Contract, the "**Client**" is \_\_\_\_\_.
- 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 MINIMUM WORK GUARANTEE

- a. In this clause,
  - i. "**Maximum Contract Value**" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
  - ii. "**Minimum Contract Value**" means 5 % of the Maximum Contract Value on the date the contract is first issued.
- b. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- d. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
  - i. for default.
  - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
  - iii. for convenience within ten business days of Contract award.



### 7.3 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](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 (2018-06-21), 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.

- b. 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. **Supplemental General Conditions :**

The following Supplemental General Conditions:

4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;

### 7.4 SECURITY REQUIREMENT

The following Security Requirement (SRCL and related clauses) applies to the Contract (Annex "C").

Additionally, resources may be assessed for Status by the Technical Authority prior to commencing the Work, and from time to time throughout the Contract Period. The assessment may include a credit check. Upon request of the Technical Authority, in respect of any given resource, the Contractor must submit

(i) the current level of security clearance granted or approved by Industrial Security Program (ISP)/PWGSC; and

(ii) a completed signed TBS 330-23 Form - Personnel Screening Consent and Authorization (<https://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>).

In the event a resource does not pass the Technical Authority's assessment, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions.



### 7.5 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 [ ] ; and
  - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract** :
  - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to [ ] additional [ ]-month/year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
  - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

### 7.6 AUTHORITIES

#### a. Contracting Authority

The Contracting Authority for the Contract is:

Name : Alain Pothier  
 Title : MCE Proc Mgr  
 Organization : Department of National Defence (DND)  
 Mapping and Charting Establishment (MCE)  
 Address : 101 Colonel By Drive  
 Ottawa, Ontario  
 K1A 0K2  
 Telephone : 613-992-7715  
 E-mail address : Alain.Pothier@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**

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

7.7 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.

7.8 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 :**

Canada will not pay any travel or living expenses associated with performing the Work.

- 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**

- vii. 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.
- viii. 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.
- ix. 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.
- x. 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.

**e. 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.

**7.9 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.

#### 7.10 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.

#### 7.11 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province \_\_\_\_\_. *(insert the name of the province or territory as specified by the Bidder in its bid, if applicable.)*

#### 7.12 PRIORITY OF DOCUMENTS

If there is a discrepancy between the wordings 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, in the following order :
  - 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;
  - 4008 (2008-12-12), Supplemental General Conditions - Personal Information;
- c. General Conditions 2035 (2018-06-21);
- 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 [\_\_\_\_\_] *[insert date of bid]*, as amended [\_\_\_\_\_] *[insert date(s) of amendment(s) if applicable]*.

#### 7.13 DEFENCE CONTRACT

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

#### 7.14 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

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

#### 7.15 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.

### 7.16 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

***Remark to Contracting Officer:*** *At the time of award, delete this clause if the Contractor is not a joint venture. If the Contractor is a joint venture, fill in the necessary information. Officers should add to sub-article (f) if there are specific provisions that apply to each of the members, rather than to the JV contractor as a whole. If you are awarding a contract to a joint venture contractor, you should consider having the contract signed by all the members of the JV, by adding signature blocks.*

- 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 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.

#### 7.21 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.

#### 7.22 GOVERNMENT PROPERTY

Canada agrees to supply the Contractor with the items listed below (the "Government Property"). The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor as per the Statement of Work (SOW)

#### 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

#### 1.0 Scope

##### 1.1. Objective:

This Statement of Work (SOW) describes the work to be undertaken by the Contractor, and the resulting deliverables related to the provision of Submarine Electronic Navigation Charts (SM ENC). Mapping and Charting Establishment (MCE) has established an in-house capability to produce and maintain SM ENCs and has entered into a Service Level Agreement to produce SM ENCs for the Royal Canadian Navy (RCN). In order to supplement this in-house capability, MCE requires support in order to produce, validate and maintain SM ENCs through the creation of a hybrid production team at HSO Esquimalt.

##### 1.2. Background:

1.2.1 The RCN has a requirement for an enhanced mission capability in the employment of submarines. This capability will be provided through the production of enhanced electronic navigation charts (ENCs) that incorporate enhanced bathymetry and sounding information obtained from multi-beam echo sounder data (MBES). The production of these Submarine Electronic Navigation Charts (SM ENCs) will be achieved by a hybrid production team consisting of indeterminate employees of the Hydrographic Services Office located in Esquimalt, BC and on-site contracted technicians trained to undertake SM ENC production.

1.2.2 SM ENCs are digital vector-based nautical charts intended primarily to support subsurface navigation using Electronic Chart Display and Information Systems (ECDIS). A SM ENC is made up of vector objects at a scale that corresponds to existing S-57 electronic navigation charts and includes enhanced contour and sounding information, and danger areas that highlight hazards specific to submarines operating in the subsurface mode.

1.2.3 S-57 is the electronic data transfer standard prepared by the International Hydrographic Organization (IHO) committee. The geo-database model allows the user to import ENC files, which in turn provides the user with a highly accurate vector data set that is ideal as foundation data.

##### 1.3. Terminology:

<b>CHS:</b>	Canadian Hydrographic Service
<b>ENC:</b>	Electronic Navigation Charts
<b>ECDIS:</b>	Electronic Chart Display and Information Systems
<b>GFE:</b>	Government Furnished Equipment
<b>GIS:</b>	Geospatial Information Systems
<b>HSO:</b>	Hydrographic Services Office
<b>MBES:</b>	Multi-Beam Echo Sounder
<b>MCE:</b>	Mapping and Charting Establishment
<b>CARIS:</b>	Computer Aided Resource Information System
<b>ESRI:</b>	Environmental Systems Research Institute
<b>PHR:</b>	Product History Report
<b>QA / QC:</b>	Quality Assurance and Control
<b>SHINNADS:</b>	Shipborne Integrated Navigation and Display System
<b>SM ENC:</b>	Submarine Electronic Navigation Chart



## 2.0 Reference Documents:

- a. HSO SM ENC Specifications - TBP
- b. IHO Publication S-8: "Standards of Competence for Nautical Cartographers - [https://www.iho.int/iho\\_pubs/standard/S-8\\_Ed\\_3.1.0\\_Dec2014\\_E.pdf](https://www.iho.int/iho_pubs/standard/S-8_Ed_3.1.0_Dec2014_E.pdf)
- c. IHO Publication S-52: "Specifications for Chart Content and Display Aspects of ECDIS" - [https://www.iho.int/iho\\_pubs/standard/S-52/S-52%20Edition%206.1.1%20-%20June%202015.pdf](https://www.iho.int/iho_pubs/standard/S-52/S-52%20Edition%206.1.1%20-%20June%202015.pdf)
- d. IHO Publication S-57: "IHO Transfer Standard for Digital Hydrographic Data" - [https://www.iho.int/iho\\_pubs/standard/S-57Ed3.1/31Main.pdf](https://www.iho.int/iho_pubs/standard/S-57Ed3.1/31Main.pdf)
- e. IHO Publication S-58: "ENC Validation Checks" - [https://www.iho.int/iho\\_pubs/standard/S-58/S-58\\_ENC\\_Validation\\_Checks\\_e5.0.0\\_Jun14\\_EN.pdf](https://www.iho.int/iho_pubs/standard/S-58/S-58_ENC_Validation_Checks_e5.0.0_Jun14_EN.pdf)

## 3.0 Requirements:

### 3.1 Scope of Work:

The scope of the requirement is for the provision of Geomatics Analysts support to DND. Services are to be provided through on-site contractor support of four (4) G.2 Geomatics Specialists working at the Hydrographic Services Office (HSO) in Esquimalt, BC to produce, validate and maintain Submarine Electronic Navigation Charts (SM ENCs) in accordance with the specifications listed as Reference Documents of this SOW. The Geomatics Analysts must have completed the IHO approved S-8 Recognized training module for digital charting prior to starting on-site work at the HSO.

### 3.2 Tasks:

Responsibilities include but are not limited to:

#### 3.2.1 Data Mining and Bathymetric Surface Creation;

3.2.1.1 Retrieve multi-beam survey data from CHS Bathymetric Database or Hydrographic Production Database and create a bathymetric surface from the best available data. Data from other sources may be used for areas outside Canadian waters to support operations, and

3.2.1.2 Document survey sources for Chart Information and product metadata;

#### 3.2.2 Product Creation;

3.2.2.1 Produce original work based on the foundation data created and direction provided by HSO Staff, and

3.2.2.2 Generate SM ENCs using the appropriate technologies, software, personnel and works flows.

#### 3.2.3 Quality Assurance and Control (QA / QC);

3.2.3.1 Comply with QA / QC documents for original work provided by HSO,

3.2.3.2 Conduct QA/ QC to confirm that products meet specifications by establishing appropriate quality control and assurance steps. This covers aspects of data integrity, spatial issues and data completeness. The process will be documented and evolve with input from the HSO staff,



- 3.2.3.3 Validate the digital product using the appropriate QA / QC tools including IHO S-58 ENC Validation Checks,
- 3.2.3.4 Test the digital product using an ECDIS to verify and confirm that all data displays properly,
- 3.2.3.5 Verify and confirm that all objects, lines and polygons changed are accurate and attribution is in accordance with the product specification hierarchy (e.g. S-57, SM ENC Standard),
- 3.2.3.6 Repair problems reported by the tests and provide written explanation for any problems that could not be repaired, and
- 3.2.3.7 Correct any errors identified in the QA / QC report produced by the production team during acceptance tests, along with any errors that are made in the course of making the repairs.
- 3.2.4 Product Maintenance;
  - 3.2.4.1 Correct produced SM ENCs for Notice to Mariners provided by HSO Staff and generate a new edition of the product, and
  - 3.2.4.2 Upon completion of QA / QC provide product for inclusion of the SM ENC DVD.

### 3.3 Deliverables and Acceptance Criteria

3.3.1 The deliverables will be specified in each authorized task. Deliverables may include, but are not limited to:

- a. The complete SM ENCs;
- b. The complete QA/QC report(s);
- c. Monthly Progress Reports;
- d. Product History Reports;
- e. Exception Reports; and
- f. Special Reports.

### 3.4 Format of Deliverables

3.4.1 Upon completion of a task authorization, all deliverables for that specific Task Authorization must be submitted to the Technical Authority (HSO) for approval. All deliverables completed in response to the tasking will be inspected on the basis of suitability, quality and adherence to established schedule and standards. All documentation, reports and working papers are to be legible, properly indexed and cross-referenced, and in the format requested by the Technical Authority;

3.4.2 SM ENCs must be delivered electronically in the S-57 exchange format suitable for display on an ECDIS in accordance with the S-52 Specifications for Chart Content and Display Aspects of ECDIS. The inclusion of a certified report is required for the Product History Reports, and this must be provided in one (1) paper copy and one (1) certified pdf electronic format; and

3.4.3 All documentation deliverables must be delivered in the format specified on each task authorization. The default format is electronic PDF for all reports.

### 3.5 Deliverable Conditions



3.5.1 The new, or updated, SM ENC with integrated new source data that are S-57 product compliant, and clean of any validation errors;

3.5.2 The new SM ENC must reflect the data found on the paper source chart, ENC(s), or other sources and the converted data must not include information that cannot be verified;

3.5.3 All deliverable(s) must have had a QC completed prior to delivery of the finished product(s). A QC summary report must be included with each deliverable(s);

3.5.4 The product(s) must be accompanied with all proper supporting documentation to assist in QA of the deliverable(s);

3.5.5 Provide all files used to produce the dataset(s), and any modified CARIS /ESRI export template files; and

3.5.6 The end product file is limited distribution. The Contractor must not redistribute or claim and right to the completed work and no data is to be stored in its systems after delivery of work.

### 3.6 Progress Reports

3.6.1 Provide progress reports no later than 12:00 hrs Pacific Standard Time (PST) on the first working day of each month. Unless otherwise specified, the Contractor is to submit these electronically. Progress reports are to include, at a minimum, the following information:

a. Products currently in progress:

- i. Status;
- ii. Progress (% complete);
- iii. Expected date of completion;
- iv. Deficiencies; and
- v. Delays.

b. Products forecasted to be initiated in the next month; and

c. Products completed;

### 3.7 Miscellaneous Reports

3.7.1 Provide Miscellaneous Reports. Beyond the mandatory monthly progress reports, the Contractor may be required to produce miscellaneous reports on an "as and when requested basis." These miscellaneous reports will either be exception reports, product history reports or special reports.

3.7.2 Provide Exception Reports for any issues requiring clarification, support or decisions from MCE;

3.7.3 Provide Product History Reports (PHRs), which may include any correspondence, special circumstances or conditions, production problems encountered, latest date of Notice to Mariners printout, inspection checklists, explanation of errors or warnings, deviations from accepted hydrographic or cartographic practices, and QA/QC measures. The QA/QC portion of the PHR would include details regarding data validation test results obtained during production and maintenance; and



3.7.4 Provide Special reports when requested to improve the process or integrating new technologies. Special reports are to clearly outline the current solution, the new solution highlighting the differences and benefits of the new process or technology before transition.

### 3.8 Constraints

#### 3.8.1 Work Location

3.8.1.1 Unless otherwise required, work is to be performed at HSO Esquimalt.

3.8.1.2 Contractors will work during the period the HSO office is open between the hours of 0700-1600 hrs. The office will be closed on weekends and holidays. Any work to be completed outside these normal work hours will be approved by the Superintendent HSO.

#### 3.8.2 Language

3.8.2.1 Unless otherwise required, all work is to be performed in the English language. It is a requirement that the Contractor be fluent in the English language, both for oral and written communications.

#### 3.8.3 Contract Management

3.8.3.1 The Contractor must establish and maintain a management capability for the operation, maintenance oversight and overall management of the Contract. The Contractor must provide effective and efficient organization, control systems, quality assurance and reporting procedures in order to:

- a. Manage risks and issues, including troubleshooting, resolution or clarification to any issues related to the Tasking or invoicing process;
- b. Meet performance, cost and schedule requirements;
- c. Provide data, financial management, and contract administration;
- d. Report on the progress of the requirements of the Contract and on Tasks that have been authorized.

3.8.3.2 The Contractor must designate a single Point of Contact who will be responsible for all matters related to contract management and administration.

### 3.9 Support Provided by Canada

3.9.1 DND will provide the Contractor with the following:

- a. A GIS work station and office workspace at HSO Esquimalt;
- b. Building pass and access to the Defence Wide Area Network (DWAN);
- c. A SM ENC standard that specifies the technical specifications required in production.
- d. Source Data to produce SM ENCs;
- e. Existing paper or electronic nautical charts;
- f. Files containing original hydrographic source material (Aids-to-Navigation, Cultural Landmarks, Earth Cover, Environment, Hydrography, Inland Waterways, Land Cover, Limits, Obstructions, Port Facilities, Relief, and Data Quality);



- g. Multi-Beam Echo Sounder (MBES) data and other target information;
- h. Shoreline changes in ArcShape or Caris file format;
- i. Soundings in ASCII format at approximately 5-meter intervals;
- j. Specific instructions for the creation of the product;
- k. Digital text files; and
- l. Imagery.

3.9.2 For Government Furnished Equipment, tools and facilities, the HSO will ensure adherence to Part II of the [Canada Labor Code](#).

3.10 Timeframe and Delivery Dates:

3.10.1 Upon receipt of a Task Authorization the in-house contracted support will provide a completed SM ENC as specified in the Deliverables normally within one (1) month of receipt. It is expected that the team will work on multiple SM ENCs cells and provide at minimum of two (2) SM ENCs per month with an expectation of a minimum production level of twenty (20) SM ENCs annually.

3.10.2 Timeframe for Deliverables

Item	Description	Submission Due for DND Review	Reference to SOW
PM-001	Document survey sources for Chart Information and product metadata	Upon completion of Data Mining and Bathymetric Surface Creation	3.2.1.2 Document survey sources for Chart Information and product metadata
OP-001	SM ENC	Upon completion of SM ENC (20 annually)	3.2.2 Product Creation 3.2.4 Product Maintenance
PM-002	QA/QC report	Upon completion of QA / QC checks	3.2.3 Quality Assurance and Control (QA / QC):
PM-003	Progress Report	Monthly	3.6 Progress Reports
PM-004	Exception Report	As required	3.7.2 Provide Exception Reports for any issues requiring clarification, support or decisions from MCE
PM-005	Product History Report	Upon completion of SM ENC	3.7.3 Provide Product History Reports (PHRs)



PM-006	Special Report	As required	3.7.4 Provide Special reports
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**ANNEX “B”**

**BASIS OF PAYMENT**

**INITIAL CONTRACT PERIOD:**

Initial Contract Period (Date of Contract award to _____)		
Resource Category	Level of Expertise	Firm Per Diem Rate
R1 G.1 Geomatics Analyst	Level 1	
R2 G.1 Geomatics Analyst	Level 1	
R3 G.1 Geomatics Analyst	Level 1	

**OPTION PERIODS:**

Option Period 1 (_____ to _____)		
Resource Category	Level of Expertise	Firm Per Diem Rate
	Level 1	
	Level 1	
	Level 1	





## ANNEX "C" SECURITY REQUIREMENTS CHECK LIST



Government of Canada /  
Gouvernement du Canada

Contract Number / Numéro du contrat W1786-20-0003
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 <b>DND</b>	2. Branch or Directorate / Direction générale ou Direction CFINTCOM/CF INT GP/MCE/HSO
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 Professional services Contract using TBIPS related to the provision of Submarine Electronic Navigation Charts (SubENC).	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Oui <span style="float: right;">SM</span>	
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"/> 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 checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable / A ne pas diffuser <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays:	Specify country(ies) / Préciser le(s) pays:
7. c) Level of information / Niveau d'information	
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
TRÈS SECRET <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
	SECRET <input type="checkbox"/>
	TOP SECRET <input type="checkbox"/>
	TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) <input type="checkbox"/>
	TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
Unclassified





Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat  
W1786-20-0003

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 / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

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

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

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

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

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



Contract Number / Numéro du contrat
W1786-20-0003
Security Classification / Classification de sécurité
Unclassified

**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 SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens																	
Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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

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

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



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat W1786-20-0003
Security Classification / Classification de sécurité Unclassified

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Andrew Muir	Title - Titre Superintendent, HSO (H and E)	Signature A.W. Muir	
Telephone No. - N° de téléphone 250-363-2034	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Andrew.Muir@forces.gc.ca	Date 3 Oct 2019
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Sasa Medjovic	Title - Titre Industrial Security Senior Security Analyst	Signature <i>[Handwritten Signature]</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel smedjovic@csd.gc.ca	Date 2019-10-09
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / <input checked="" type="checkbox"/> Yes Non / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) Vikenti Gorokhovski Contract Security Officer, Contract Security Division vikentl.gorokhovski@tpsgc-pwpsc.gc.ca Tel/Tél 613-957-9337	Title - Titre	Signature Gorokhovski, Vikenti	Digitally signed by Gorokhovski, Vikenti Date: 2019.10.17 08:05:10 -04'00'
Telephone	Facsimile	E-mail address - Adresse courriel	Date



## ATTACHMENT 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.]	
<b>Jurisdiction of Contract:</b> 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)	
<b>Bidder's Proposed Site(s) or Premises Requiring Safeguard Measures.</b> See Part 3 for instructions. (Note: Procurement Officers should delete if this requirement was not included in Part 6)	Address of proposed site or premise: _____ City: _____ Province: _____ Postal Code: _____ Country: CANADA
Former Public Servants	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____



See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	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"	
<b>Security Clearance Level of Bidder</b> [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: <ol style="list-style-type: none"> <li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>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.</li> </ol>		
Signature of Authorized Representative of Bidder		



## ATTACHMENT 2 BID EVALUATION CRITERIA

M - ID	Mandatory qualifications	Reference
<b>M1</b>	<p>One or more of the following:</p> <p>A degree from an accredited University specializing in Geospatial Information Systems (GIS), Geomatics or Cartography;</p> <p>A College Diploma in Geospatial Information Systems (GIS);</p> <p>Completion of the Electronic Chart Production (Section E7.5) of the IHO/FIG/ICA Standards of Competence for Category B Nautical Cartographers Publication S-8B dated Sept 2017;</p> <p>Have successfully completed the marine cartographic module of the Multi-Disciplinary Hydrographer qualification with Canadian Hydrographic Services (CHS).</p>	Cross reference to CV Page/Article #:
<b>M2</b>	<p>A minimum of two (2) years' experience in the past five (5) years in Generating Submarine Electronic Navigation Chart (SM ENCs) using CARIS software;</p>	Cross reference to CV Page/Article #:
<b>M3</b>	<p>A minimum of two (2) years' experience in in the past five (5) years conducting Quality Assurance and Control (QA/QC) to confirm that products such as Submarine Electronic Navigation Chart (SM ENCs) and/or Electronic Navigation Charts (ENCs) meet specifications by establishing appropriate quality control and assurance steps.</p>	Cross reference to CV Page/Article #:
<b>M4</b>	<p>A minimum of two (2) years' experience in the past five (5) years in validating digital product such Submarine Electronic Navigation Chart (SM ENCs) and/or Electronic Navigation Charts (ENCs) using the appropriate Quality Assurance and Control (QA /QC) tools including IHO S-58 ENC Validation Checks.</p>	Cross reference to CV Page/Article #:
<b>M5</b>	<p>A minimum of two (2) years' experience in the past five (5) years in correcting produced Submarine Electronic Navigation Chart (SM ENCs) and/or Electronic Navigation Charts (ENCs) for Notice to Mariners.</p>	Cross reference to CV Page/Article #:



<b>M6</b>	A minimum of two (2) years' experience using CARIS HOM/DOM/Base Editor/S-57 Composer/Bathy database or ESRI ArcGIS and/or Nautical Solution.	Cross reference to CV Page/Article #:
<b>M7</b>	Must have a minimum of one (1) years' experience within the last three (3) years in utilizing Geospatial Information Systems (GIS) applications for the purpose of producing nautical charts.	Cross reference to CV Page/Article #:
<b>M8</b>	Must have a minimum of two (2) years' experience working as a Geomatics Analysts.	Cross reference to CV Page/Article #:
<b>M9</b>	Must have as a minimum, a valid Enhanced Reliability clearance.	Cross reference to CV Page/Article #:

In the event two or more responsive bids have the same lowest evaluated price, the proposal with the highest number of combined total years of experience demonstrated in Mandatory Criteria M2 will be recommended for award of a contract.





### ATTACHMENT 3

### PRICING SCHEDULE

In respect of the “Estimated Number of Days” listed below in (C\*) 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:**

<b>Initial Contract Period</b>				
Date of Contract award to _____				
	(B)	(C)	(D)	(E)
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Estimated Number of Days</b>	<b>Firm Per Diem Rate</b>	<b>Total Cost (C x D)</b>
G.1 Geomatics Analysts	Level 1	235	\$	\$
G.1 Geomatics Analysts	Level 1	235	\$	\$
G.1 Geomatics Analysts	Level 1	235	\$	\$
<b>Total Price Initial Contract Period</b>				<b>\$ &lt;TBD&gt;</b>

**Option Periods:**

<b>Option Period 1</b>				
_____ to _____				
	(B)	(C)	(D)	(E)
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Estimated Number of Days</b>	<b>Firm Per Diem Rate</b>	<b>Total Cost (C x D)</b>
G.1 Geomatics Analysts	Level 1	235	\$	\$
G.1 Geomatics Analysts	Level 1	235	\$	\$
G.1 Geomatics Analysts	Level 1	235	\$	\$
<b>Total Price Option Period 1</b>				<b>\$ &lt;TBD&gt;</b>

<b>Total Bid Price</b>	
<b>(Initial Contract Period + Option Period 1)</b>	<b>\$ &lt;TBD&gt;</b>