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Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Business Management and Consulting Services Division
/ Division des services de gestion des affaires et de
consultation

Terrasses de la Chaudière 5th Floor

Terrasses de la Chaudière 5e étage

10 Wellington Street

10, rue Wellington

Gatineau

Québec

K1A 0S5

| | |
|--|---|
| Title - Sujet Assessing Security Threats to GoC Assessing Security Threats to Government of Canada Personnel | |
| Solicitation No. - N° de l'invitation 08893-200492/A | Amendment No. - N° modif. 002 |
| Client Reference No. - N° de référence du client 20200492 | Date 2021-11-25 |
| GETS Reference No. - N° de référence de SEAG PW-\$\$ZG-420-40122 | |
| File No. - N° de dossier 420zg.08893-200492 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-12-13 Heure Normale de l'Est HNE | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Higgins(420zg), Conner | Buyer Id - Id de l'acheteur 420zg |
| Telephone No. - N° de téléphone (873) 354-7158 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: | |

Instructions: See Herein

Instructions: Voir aux présentes

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

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Solicitation Amendment # 002 is raised to:

1. To add ANNEX A – RESULTING CONTRACT CLAUSES

The Contract is amended as follows:

1. **Insert:** ANNEX A – RESULTING CONTRACT CLAUSES

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ANNEX A – RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 Optional Goods or Services, or both

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

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

7.1.2 Task Authorization

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

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

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

C. TA Authority and Limit

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

D. The authority specified under paragraph C of this clause is granted subject to the sum specified in the Contract under clause 7.6.2 (Canada's Total Liability) not being exceeded.

E. Multiple contracts

As more than one contract has been awarded for [insert, as applicable: " this requirement" or " for each (insert, as applicable: " field", "domain" or "stream") of Work specified in the Statement of Work, in Annex (insert letter: __)], a request to perform a task will be sent in accordance with paragraph F of this clause to the first ranked contractor in the Contractors' order of ranking below. If that contractor confirms in writing that it is unable to perform the task as a result of previous commitments under one or more than one authorized TA, the request to perform a task will be forwarded to the next highest ranked contractor in the Contractors' order of ranking until another contractor in the ranking can perform the task. If no contractor in the ranking can perform the task, Canada reserves the right to acquire the required Work by other means. A contractor in the ranking may advise the Project Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under one or more than one authorized TA and no request to perform a task will be sent to that contractor until that contractor has given notice in writing to the Project Authority and the Contracting Authority that it is available to perform additional tasks.

(To be completed at contract award - insert, the applicable option:

Option 1: ____ (insert number) contracts were awarded as a result of PWGSC bid solicitation number: ____ (complete). The Contractors' order of ranking is as follows:

Ranked first: _____

Ranked second: _____

(insert as many lines as there are contractors)

Or Option 2: ____ (insert number) contracts were awarded as a result of PWGSC bid solicitation number: ____ (insert number) for (insert: "field", "domain" or "stream") of Work _____ (complete) specified in the Statement of Work, in Annex (insert letter: __). The Contractors' order of ranking is as follows:

Ranked first: _____

Ranked second: _____

(insert as many lines as there are contractors)

F. TA Process

(clause derived from SACC Manual clause B9054C)

For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex ____ (insert letter), (insert, as applicable: " Task Authorization Form," or "DND 626, Task Authorization Form"), containing as a minimum:

- the task or revised task description of the Work required, including:
 - the details of the activities or revised activities to be performed;
 - a description of the deliverables or revised deliverables to be submitted; and
 - a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;

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- the Contract security requirements applicable to the task or revised task;
- the Contract basis (bases) of payment applicable to the task or revised task; and
- the Contract method(s) of payment applicable to the task or revised task (if "milestone payments" is one of the possible TA method of payment clauses inserted in the resulting contract, insert: "and, as applicable, the associated schedule of milestones." if "milestone payments" is the sole TA method of payment clause inserted in the resulting contract, insert: "and the associated schedule of milestones.")

G. Within ____ (insert number) calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

1. the total estimated cost proposed for performing the task or, as applicable, revised task;
2. (Insert here one of the 3 following options:

Use Option 1: "a breakdown of that cost in accordance with Annex ____; (insert the letter that corresponds to the basis of payment annex)":

- if the "Authorized TA" clause of the resulting contract only includes the "TA subject to a limitation of expenditure" basis of payment clause; and
- if the "Method of Payment" clause of the resulting contract do not include SACC Manual clause H3009C or H3010C (i.e., milestone payments).

Use Option 2: "a breakdown of that cost in accordance with Annex ____ (insert the letter that corresponds to the basis of payment annex) per milestone contained in the Schedule of Milestones;":

- if the "Authorized TA" clause of the resulting contract only includes the "Firm Lot Price TA" basis of payment clause; and
- if the "Method of Payment" clause of the resulting contract includes clause H3009C or H3010C (i.e., milestone payments).

Use Option 3: "a breakdown of that cost in accordance with Annex ____ (insert the letter that corresponds to the basis of payment annex) , to be provided, as applicable, per milestone contained in the Schedule of Milestones;":

- if the "Authorized TA" clause of the resulting contract includes:
 - the "Firm Lot Price TA" basis of payment clause; and
 - the "TA subject to a Limitation of Expenditure" or "Firm Unit Price TA" basis of payment clause or, both clauses; and
- if the "Method of Payment" clause of the resulting contract includes clause H3009C or H3010C (i.e., milestone payments).

3. (Insert here one of the 2 following options:

Use Option 1: " and; for each resource proposed by the Contractor for the performance of the Work required:

the name of the proposed resource;
the resume of the proposed resource; and
a demonstration that the proposed resource meets :
the Contract security requirements;

_____ (insert the applicable requirements); and

_____ (insert the applicable requirements) .", if the "Specific Person(s)" clause of Part 7 of the Template will not be included in Part 7 of the bid solicitation, as resources will not be evaluated during bid evaluation, but will be evaluated via the TA authorization process.

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Use Option 2 : " and; for each resource proposed by the Contractor for the performance of the Work required who is not identified under the Specific Person (s) clause of the Contract :

the name of the proposed resource;
the resume of the proposed resource; and
a demonstration that the proposed resource meets :
the Contract security requirements;
_____ (insert the applicable requirements); and
_____ (insert the applicable requirements) .", if the "Specific Person(s)" clause of Part 7 of the Template will be included in Part 7 of the bid solicitation; and the Contractor will be allowed to propose additional qualified resource(s) via the TA authorization process.

H. TA Authorization

1. The TA Authority will authorize the TA based on:
 - o the request submitted to the Contractor pursuant to paragraph F of this clause;
 - o the Contractor's response received, submitted pursuant to paragraph G of this clause; and
 - o the agreed total estimated cost for performing the task or, as applicable, revised task (if under paragraph G.2 of the clause, option 2 is used, add: " ; and the breakdown of that cost per milestone contained in the Schedule of Milestones." or, if under paragraph G.2 of the clause, option 3 is used, add: " ; and, as applicable, the breakdown of that cost per milestone contained in the Schedule of Milestones.")

If paragraph G.3 is inserted in paragraph G of the clause, insert paragraph H2.

2. The TA Authority will authorize the TA provided that each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph G.3 of this clause.
3. The authorized TA will be issued to the Contractor (insert option 1: "by mail." or option 2: "by facsimile." and insert as applicable: "The original version will follow by mail" or option 3: "by email (as an email attachment in PDF format)." and insert as applicable: "The original version will follow by mail.")

The contracting authority must insert the following paragraph (i.e., SACC Manual clause B9030C), when all of the work under the resulting contract is to be performed on an "as and when requested basis" and is subject to the TA process described above.

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

1. "Maximum Contract Value" means the sum specified in Contract clause 7.6.2 (Canada's Total Liability, [insert, as applicable: "Cumulative Total of all authorized TAs," or " Portion of the Work - Cumulative Total of all authorized TAs,"]) ; and "Minimum Contract Value" means (insert, as applicable: " _____% (insert the applicable percentage) of the Maximum Contract Value. " or " a fixed amount of \$ _____ (insert the applicable amount)."))

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph I.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

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3. In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.

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

J. Periodic Usage Reports - Contracts with TAs
(clause derived from SACC Manual clause B9056C)

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

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

(If an alternate reporting period is required, the contracting authority must delete the periods provided below and define the alternate reporting periods.)

The reporting periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31; and
4th quarter: January 1 to March 31.

A sample MSOffice spreadsheet containing the data elements contained in paragraphs J.3 and J.4 of this clause is provided in Annex ____ (insert letter).

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

- the TA number appearing on the TA form;
- the date the task was authorized appearing on the TA form;
- the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
- the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
 - the TA revision number;
 - the date the revision to the task was authorized;
 - the authorized increase or decrease (Applicable Taxes extra);
 - the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
 - the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
 - the total cost incurred and invoiced for the task (as last revised,as applicable), Applicable Taxes extra;

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- the total amount of Applicable Taxes invoiced;
- the total amount paid, Applicable Taxes included;
- the start and completion date of the task (as last revised, as applicable); and
- the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

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

- the sum (Applicable Taxes extra) specified in clause 7.6.2, Canada's Total Liability, (insert as applicable : " Cumulative Total of all Authorized TAs " or "Portion of the Work - Cumulative Total of all Authorized TAs") , as last amended, as applicable);
- the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
- the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

Insert paragraph K (SACC Manual clause B9051C) in Department of National Defence contracts with TAs.

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

The administration of the TA process will be carried out by _____ (insert the applicable Department of National Defence designation - e.g., D MAR P 4-6-8). This process includes: monitoring, controlling and reporting on expenditures of the Contract to the Contracting Authority.

Insert clause 7.1.3 (which is a modified version of SACC Manual clause A9121C, Work Authorization) when the contractor will only be authorized to perform one of the phases of the work. This clause must not be used for work to only be performed on an "as and when requested basis" for which clause 7.1.2, Task Authorization, apply.

7.1.3 Work Authorization

Despite any other condition of the Contract, the Contractor is only authorized to perform the Work described at _____ (insert : "section ____ (complete)" or, as applicable, "sections ____ (complete)" of the Statement of Work in Annex ____ (insert the applicable letter) required to complete _____ (insert the applicable phase) of the Contract. Upon completion of the phase, the Work will be reviewed before the Contractor is authorized to commence any Work described at (insert : "section ____ (complete)" or, as applicable, "sections ____ (complete)" of the Statement of Work in Annex ____ (insert the applicable letter) for _____ (insert the applicable phase). Depending on the results of the review and evaluation of the Work, Canada will decide at its discretion whether to continue with the Work.

If Canada decides to continue with _____ (complete), the Contracting Authority will advise the Contractor in writing to commence work on _____ (complete). The Contractor must immediately comply with the notice.

If Canada decides not to proceed with _____ (complete), the Contracting Authority will advise the Contractor in writing of the decision and the Contract will be considered completed at no further costs to Canada. In no event will the Contractor be paid for any cost incurred for unauthorized work.

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7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

Below, insert the date (year-month-day) of the latest SACC Manual version of the general conditions (the version indicating Active as the status), even for a bid solicitation processed under a PWGSC Supply Arrangement (SA), unless otherwise indicated in the PWGSC SA.

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

7.2.2 Supplemental General Conditions

To Be Determined.

7.2.3 Inspection and Acceptance

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

Insert clause 7.2.5 (SACC Manual clause A9014C) when to perform the work, the contractor must provide the services of qualified person(s) identified in its bid.

7.2.4 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____ (insert name(s) of person(s)).

7.2.5 Non-Disclosure Agreement

TBD

7.3 Security Requirement

TBD

7.4 Term of Contract

7.4.1 Period of the Contract

(Insert one of the following 3 options:

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The Work is to be performed during the period of _____ to _____ (fill in start and end date of the work).

or

The period of the Contract is from date of Contract to _____ inclusive (fill in end date of the period).

or

The period of the Contract is from _____ to _____ inclusive (fill in start and end date of the period).

Insert clause 7.4.2 (SACC Manual clause A9009C), as applicable.

7.4.2 Option to Extend the Contract

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

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

Insert clause 7.4.3 (SACC Manual clause A0078C), as applicable.

7.4.3 Option to Extend - Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of _____ (insert days and/or months) under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least _____ calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

Insert clause 7.4.4 (SACC Manual clause A0072), as applicable. Do not use this clause for work to be performed on an "as and when requested" basis for which the Minimum Work Guarantee clause (SACC Manual clause B9030C) is used in clause 7.1.2.

7.4.4 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

7.5 Authorities

7.5.1 Contracting Authority

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The Contracting Authority for the Contract is:

Name: _____
Title: _____
Public Works and Government Services Canada
Acquisitions Branch
Directorate: _____
Address: _____
Telephone: ___-___-___
Facsimile: ___-___-___
E-mail address: _____

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.

If you intend to use the term "Technical Authority" in the contract: delete the text of clause 7.5.2; replace it by the text of SACC Manual clause A1030C; and replace the term: "Project Authority" by "Technical Authority". Do not use the abbreviation "TA" for "Technical Authority" (this abbreviation is only to be used for a Task Authorization).

7.5.2 Project Authority

The Project Authority for the Contract is:

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

Insert, as applicable:

In its absence, the Project Authority is:

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

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

7.5.3 Contractor's Representative

(Fill in at time of contract award.)

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7.6 Payment

7.6.1 Basis of Payment

7.6.1.1 Firm Lot Price

If this basis of payment applies only to a portion of the work, insert:
" For the Work described in _____ (insert : "section ____ (complete)" or, as applicable, "sections ____ (complete)" of the Statement of Work in Annex ____ (insert the applicable letter): "

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price of \$ _____ (insert the amount at contract award). Customs duty are _____ (insert " included", "excluded" or "subject to exemption") and Applicable Taxes are extra.

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

7.6.1.2 Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit price indicated below. Customs duties are _____ (insert, as applicable: "included", "excluded" or "subject to exemption") and Applicable Taxes are extra.

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

| | |
|---|---|
| Period of the Contract (from ____ to ____ before issuing the bid solicitation, insert the applicable dates) : | Work described in Annex ____ (insert the applicable letter), Statement of Work, to which the basis of payment applies: |
| A firm unit price of \$ _____ (at contract award, insert the amount) by _____ (before issuing the bid solicitation, complete to specify the predefined same work unit or, as applicable, the same item to be delivered to which the firm unit price applies). | Before issuing the bid solicitation, insert : "section ____ (complete)" or, as applicable, "sections ____ (complete)". |
| A firm unit price of \$ _____ (at contract award, insert the amount) by _____ (before issuing the bid solicitation, complete to specify the predefined same work unit or, as applicable, the same item to be delivered to which the firm unit price applies). | Before issuing the bid solicitation, insert : "section ____ (complete)" or, as applicable, "sections ____ (complete)". |
| Extended Period of the Contract (from ____ to ____ before issuing the bid solicitation, insert the applicable dates) : | Work described in Annex ____ (insert the applicable letter), Statement of Work, to which the basis of payment applies: |
| A firm unit price of \$ _____ (at contract award, insert the amount) by _____ (before issuing the bid solicitation, complete to specify the predefined same work unit or, as | Before issuing the bid solicitation, insert : "section ____ (complete)" or, as applicable, "sections ____ (complete)". |

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| | |
|--|--|
| applicable, the same item to be delivered to which the firm unit price applies). | |
| A firm unit price of \$ _____ (at contract award, insert the amount) by _____ (before issuing the bid solicitation, complete to specify the predefined same work unit or, as applicable, the same item to be delivered to which the firm unit price applies). | Before issuing the bid solicitation, insert : "section _____ (complete)" or, as applicable, "sections _____ (complete)". |

7.6.1.3 Limitation of Expenditures

If this basis of payment applies only to a portion of the work, insert: " For the Work described in _____ (insert : "section _____ (complete)" or, as applicable, "sections _____ (complete)" of the Statement of Work in Annex ___ (insert the applicable letter) : "

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of Payment in Annex ___ (insert the applicable letter) to a limitation of expenditure of \$ _____ (insert the amount at contract award). Customs duty are _____ (insert, as applicable: " included", "excluded" or "subject to exemption") and Applicable Taxes are extra."

7.6.1.4 Authorized TA

Firm Lot Price TA

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid the firm lot price specified in the authorized TA, determined in accordance with the basis of payment in Annex ___ (insert letter). Customs duties are _____ (insert, as applicable: "included", "excluded" or "subject to exemption") and Applicable Taxes are extra.

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

Firm Unit Price TA

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid the firm unit price indicated below. Customs duties are _____ (insert, as applicable: "included", "excluded" or "subject to exemption") and Applicable Taxes are extra.

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

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| | |
|--|--|
| Period of the Contract (from ___ to ___ before issuing the bid solicitation, insert the applicable dates) : | Work described in Annex ___ (insert the applicable letter), Statement of Work, to which the basis of payment applies: |
| A firm unit price of \$ _____ (at contract award, insert the amount) by _____ (before issuing the bid solicitation, complete to specify the predefined same work unit or, as applicable, the same item to be delivered to which the firm unit price applies). | Before issuing the bid solicitation, insert : "section _____ (complete)" or, as applicable, "sections _____ (complete)." |
| A firm unit price of \$ _____ (at contract award, insert the amount) by _____ (before issuing the bid solicitation, complete to specify the predefined same work unit or, as applicable, the same item to be delivered to which the firm unit price applies). | Before issuing the bid solicitation, insert : "section _____ (complete)" or, as applicable, "sections _____ (complete)." |
| Extended Period of the Contract (from ___ to ___ before issuing the bid solicitation, insert the applicable dates) : | Work described in Annex ___ (insert the applicable letter), Statement of Work, to which the basis of payment applies: |
| A firm unit price of \$ _____ (at contract award, insert the amount) by _____ (before issuing the bid solicitation, complete to specify the predefined same work unit or, as applicable, the same item to be delivered to which the firm unit price applies). | Before issuing the bid solicitation, insert : "section _____ (complete)" or, as applicable, "sections _____ (complete)." |
| A firm unit price of \$ _____ (at contract award, insert the amount) by _____ (before issuing the bid solicitation, complete to specify the predefined same work unit or, as applicable, the same item to be delivered to which the firm unit price applies). | Before issuing the bid solicitation, insert : "section _____ (complete)" or, as applicable, "sections _____ (complete)." |

TA subject to a Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work specified in the authorized TA in accordance with the basis of payment in Annex ___ (insert letter) to the limitation of expenditure specified in the authorized TA.

Canada's total liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are _____ (insert, as applicable: "included", "excluded" or "subject to exemption") and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in

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the authorized TA. 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 authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:

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

whichever comes first.

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

7.6.2 Canada's Total Liability

Option 1:

- A. If the limitation of expenditures only applies to a portion of the work, insert: " For the Work described in _____ (insert the same text as used in the "Limitation of Expenditures" clause) of the Statement of Work in Annex ____ (insert the applicable letter) ," Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (insert the same amount as inserted in the "limitation of expenditure" clause) . Customs duties are _____ (insert, as applicable: "included", "excluded" or "subject to exemption") and Applicable Taxes are extra.
- B. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - 1. when it is 75 percent committed, or
 - 2. four (4) months before the Contract expiry date, or
 - 3. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- C. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

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Option 2:

Cumulative Total of all authorized TAs

- A. Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ _____ (insert amount at contract award). Customs duties are _____ (insert, as applicable: " included", "excluded" or "subject to exemption") and the Applicable Taxes are extra.
- B. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- C. The Contractor must notify the Contracting Authority, in writing, as to the adequacy of this sum:
1. when it is 75 percent committed, or
 2. four (4) months before the Contract expiry date, or
 3. as soon as the Contractor considers that the sum is inadequate for the completion of the Work requested in all authorized TAs inclusive of any revisions, the applicable basis of payment of which is limitation of expenditure [contract clause ____ (complete), TA subject to a Limitation of Expenditure],
- whichever comes first.
- D. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

Option 3:

Portion of the Work - Cumulative Total of all authorized TAs

- A. With respect to the portion of the Work that is to be performed under the Contract on an "as and when requested basis", Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ _____ (insert amount at contract award). Customs duties are _____ (insert, as applicable: " included", "excluded" or "subject to exemption") and the Applicable Taxes are extra.
- B. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- C. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
1. when it is 75 percent committed, or
 2. four (4) months before the contract expiry date,
 3. as soon as the Contractor considers that the sum is inadequate for the completion of the Work requested in all authorized TAs inclusive of any revisions, the applicable basis of payment of which is limitation of expenditure [contract clause ____ (complete), TA subject to a Limitation of Expenditure],

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whichever comes first.

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

7.6.3 Method of Payment

Option 1: Single Payment

Use SACC Manual clause H1000C. Insert the clause by reference, when this method of payment option applies to the work described in the statement of work in its entirety. Insert the clause in full text, after having introduced it with the following text, when the single payment only applies to a portion of the work described in the statement of work: " For the Work described in ____ (insert the same text as used in the associated basis of payment clause) of the Statement of Work in Annex ____ (insert the applicable letter) : "

Option 2: Monthly Payments

Use SACC Manual clause H1008C. Insert the clause by reference, when the method of payment applies to the work described in the statement of work in its entirety. Insert the clause in full text after having introduced it with the following text, when the method of payment only applies to a portion of the work described in the statement of work: " For the Work described in ____ (insert the same text as used in the basis of payment clause) of the Statement of Work in Annex ____ (insert the applicable letter) : "

7.6.4 SACC Manual Clauses

To be determined.

7.6.5 Electronic Payment of Invoices - Contract

As applicable, insert the clause appearing below. Edit the text to solely include in the clause the electronic payment instruments selected by the bidder, as indicated in its financial bid.

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.6.6 Discretionary Audit

C0705C (____ - ____ - ____) insert the date (year-month-day) , Discretionary Audit (Use this clause in all competitive bid solicitations, as it may apply in the case of a sole responsive bid (Refer to Section 13, Price justification, of 2003, Standard Instructions - Goods or Services - Competitive Requirements). Also use this clause in the case of a non-competitive bid solicitation when the bidder is required to submit rate certification: SACC Manual clause C0600T or C0601T.)

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7.7 Invoicing Instructions

7.7.1 _____ (Insert the title of the applicable SACC Manual clause.)

Invoicing instructions cover claims for progress payment (including advance and milestone payments); therefore any reference to invoice would cover claims for progress payment. Examples of clauses to be inserted in full text: H3022C or H3024C or H5001C.

If milestone payments or progress payments (or, both) will be the applicable method(s) of payment of any resulting contract, SACC Manual clause H3022C or H3024C must be inserted in full text here. If a method of payment other than milestone and/or progress payments will also be an applicable method of payment of the resulting contract, paragraph 1 of SACC Manual clause H3022C or H3024C needs to be modified as follows: "1. In the case of (insert as applicable: " a milestone payment", "or", " a progress payment"), the Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for progress payment."

7.8 Certifications and Additional Information

7.8.1 Compliance

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

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

Insert the clause when: 1) the professional services bid solicitation will be issued by PWGSC on behalf of (or, under a PWGSC SA, by) a Department or Agency subject to the FCP and the TB Contracting Policy; and 2) the total estimated cost of any contract that will result from the bid solicitation is \$1,000,000 and above, options excluded and applicable taxes included.

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.9 Applicable Laws

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

7.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions _____ (Insert the number, the same date (year-month-day) as inserted in clause 7.2.2; and the title.) ;
- (c) the general conditions 2035 (__) (Insert the same date (year-month-day) as inserted in clause 7.2.1.), General Conditions - Higher Complexity - Services;
- (d) Annex (insert the applicable letter: __), Statement of Work;
- (e) Annex (insert the applicable letter: __), Basis of Payment (if applicable) ;
- (f) Annex (insert the applicable letter: __), Security Requirements Check List (if applicable);
- (g) Annex (insert the applicable letter: __), Insurance Requirements (if applicable);
- (h) the signed Task Authorizations (including all of its annexes, if any) (if applicable); and
- (i) the Contractor's bid dated _____ (Insert the date (year-month-day) of the bid. If the bid was clarified or amended, at time of contract award, add, as applicable: ", as clarified on _____ (year-month-day)" "and" ", as amended on _____(year-month-day).)

7.11 Foreign Nationals

As applicable, insert by reference SACC Manual clauses A2001C and A2000C . It is to be noted that the Trade Agreements Strategy Group of Acquisition Policy and Process Directorate confirmed that where only the AIT applies to the procurement, Canada may still be dealing with foreign contractors.

SACC Manual clause A2001C (__ - __ - __) (year-month-day), Foreign Nationals (Foreign Contractor)

SACC Manual clause A2000C (__ - __ - __) (year-month-day), Foreign Nationals (Canadian Contractor)

7.12 _____

Replace: _____ by: **"Insurance"** or, as applicable, by: **"Insurance Requirements"**, save and update the Table of Contents.

Insert by reference SACC Manual clause G1005C when insurance provisions do not apply to the requirement.

SACC Manual clause G1005C (__ - __ - __) (year-month-day), Insurance

Alternatively, insert in full text the clause below (SACC Manual clause G1001C) when insurance provisions apply to the requirement.

The Contractor must comply with the insurance requirements specified in Annex __ (insert letter). 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.

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.

The Contractor must 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 and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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7.13 Proactive Disclosure of Contracts with Former Public Servants

If the selected Bidder provided in accordance with the article 2.3, Former Public Servant, information on its status with respect to being a Former Public Servant in receipt of a Public Service Superannuation Act (PSSA) pension, you must insert here the full text of SACC Manual clause A3025C, Proactive Disclosure of Contracts with Former Public Servants.

7.14 Additional Clauses

Insert the additional applicable contract clauses here, as applicable. For a SACC Manual clause, use the latest SACC Manual version of the clause (i.e., the version indicating Active as the status), even for a bid solicitation processed under a PWGSC Supply Arrangement (SA), unless otherwise indicated in the PWGSC SA. If a SACC Manual clause must be inserted by reference, insert the clause as follows : 7.17. ___ complete SACC Manual Clause ___ insert the number (_ - _ - _) insert the date, ___ insert the title.

Examples of such clauses include: E0005C / E0007C / E5000C / E8000C / E0008C / A9062C / A9068C / B2010C / B4078C / B2008C / B4057C / B4058C / B4059C / B4068C / C2603C / C2604C / C3015C / D0024C A0038C / B4030C / B4031C / B4032C / B4028C / A0075C.