

Note:

- 1. Interested suppliers who wish to participate in this solicitation process must submit a completed Contract Security Program Application for Registration (AFR) form to the Contracting Authority at the time of bid submission to be given further consideration in the procurement process. This applies to all interested suppliers, even those who currently hold a valid security clearance. See Part 5 of this RFP for further details.**

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9. Annex I – Supply Chain Security Information - Submission Form

NOTE:

1. The following documents are not being published with the RFP, however, they will be made available to bidders who are interested in submitting a bid in response to this solicitation. Bidders interested in submitting a bid should send an email to the Contracting Authority to obtain these documents:
 - a. System Engineering Plan (SEP)
 - b. System Breakdown Structure and Responsibility Matrix (SBSRM)
2. The following four documents have been published with the RFP in PDF format, however, bidders may need these documents in their native format for bid submission. Bidders interested in submitting a bid should send an email to the Contracting Authority to obtain these documents in their native format:

- a. Appendix B1 - Price Proposal and Financial Bid Evaluation Criteria
 - b. Annex I - Supply Chain Security Information (SCSI) Vendor Submission Form
 - c. Annex F - Compliance Matrix and Technical Bid Evaluation Criteria
 - d. Appendix B to Part 7B - ITB Terms and Conditions - Industrial and Technological Benefits (ITB) Transaction Sheet
3. At contract award, Appendix B1 and Annex F to I will be removed, however, the Price Proposal information of the winning bid will be incorporated into the resulting contract.

PART 1 - GENERAL INFORMATION

1. Introduction

- 1.1 The bid solicitation is divided into seven parts plus attachments and annexes, as follows:
- Part 1 General Information: provides a general description of the requirement;
 - Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
 - Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
 - Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
 - Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
 - Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders;
 - Part 7A Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract; and
 - Part 7B Resulting Contract Clauses for Industrial Technical Benefits and Value Proposition

2. Summary

- 2.1 This Request for Proposal (RFP) is published on behalf of Department of National Defence (DND) to solicit proposals from industry for the provision of Sustainment Services for the Land Command, Control, Communications, Computers Intelligence, Surveillance and Reconnaissance (LC4ISR) Capability. In particular, this RFP describes the requirements for the Core Network Sustainment Services to support Canadian Armed Forces (CAF).
- 2.2 This Request for Proposal (RFP) will result in one contract that may be awarded to one successful bidder.

3. Security

- 3.1 There are security requirements associated with this requirement. For additional information, consult Part 5 - Certifications, Part 6 - Security, Financial and Other Requirements, and Part 7A - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 3.2 All Bidders must conform to the security requirements by complying with the attached Annex C – Security Requirement Check List (SRCL).
- 3.3 The selected Canadian supplier must complete and submit a Foreign Ownership, Control and Influence (FOCI) Questionnaire and associated documentation prior to contract award. For additional information, consult Part 6 – Security, Financial and Other Requirements, Part 7A –

Resulting Contract Clauses and Appendix C1 - Foreign Ownership, Control and Influence (FOCI) Information Sheet.

4. Supply Chain Integrity Requirements

- 4.1 In the event, Bidders do not have any declarations to be made at bid submission stage, Bidders must clearly state so in their bid response utilizing Annex I. Please see Part 6 for requirement details.

5. Controlled Goods

- 5.1 This procurement is subject to the Controlled Goods Program. The [Defence Production Act](#) defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).

6. Federal Contractors Program

- 6.1 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7A - Resulting Contract Clauses and Annex 1 titled Federal Contractors Program for Employment Equity - Certification.

7. National Security Exception

- 7.1 This procurement is subject to National Security Exception (NSE) and is, therefore, excluded from all of the obligations of the trade agreements.
- 7.2 Due to the NSE, this procurement will be limited to Canadian suppliers. Bids from foreign suppliers will not be considered.

8. Phased Bid Compliance Process

- 8.1 The Phased Bid Compliance Process applies to this requirement.

9. Non-Disclosure Requirement

- 9.1 Bidders must take note that the Non-Disclosure Requirement will be part of the Resulting Contract as currently described in Part 7A of this RFP.

10. Canada Post Corporation's (CPC) Connect Service

- 10.1 This bid solicitation requires bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

11. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

- 1.1. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- 1.2. 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.
- 1.3. The [2003](#) (2022-03-29) 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.
- 1.4. Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 365 days
- 1.5. Canada reserves the right to seek bid validity extension for any unforeseen circumstances.

2. Submission of Bids

- 2.1 Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation. The bids must be submitted via CPC Connect service only.
- 2.2 To submit bids using CPC Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.pareceptiondessaoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Interested Bidders must register a few days prior to solicitation closing date.

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through a CPC Connect message if the Bidder is using its own licensing agreement for CPC Connect days prior to solicitation closing date.

- 2.3 Due to the nature of the bid solicitation, hardcopies, soft copies on media, and bids transmitted by facsimile to PWGSC will not be accepted.

3. Former Public Servant

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

3.2 Definitions

3.2.1 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:

3.2.1.1 an individual;

3.2.1.2 an individual who has incorporated;

3.2.1.3 a partnership made of former public servants; or

3.2.1.4 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.

3.3 Former Public Servant in Receipt of a Pension

3.3.1 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 FPSs in receipt of a pension, as applicable:

3.3.1.1 name of former public servant;

3.3.1.2 date of termination of employment or retirement from the Public Service.

By providing this information, bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

3.4 Work Force Adjustment Directive

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

3.4.2 If so, the Bidder must provide the following information:

3.4.2.1 name of former public servant;

3.4.2.2 conditions of the lump sum payment incentive;

- 3.4.2.3 date of termination of employment;
- 3.4.2.4 amount of lump sum payment;
- 3.4.2.5 rate of pay on which lump sum payment is based;
- 3.4.2.6 period of lump sum payment including start date, end date and number of weeks;
- 3.4.2.7 number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

4. Enquiries - Bid Solicitation

- 4.1 All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- 4.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

- 4.3 Bidders should submit their inquiries to:

- 4.3.1 **Mr. Brendan Ellingham**
Contracting Authority
Defence Communications Major Projects and Sustainment Division
Electronics, Munitions and Tactical Systems Procurement Directorate
Public Services and Procurement Canada

Phone: 873-354-2211

Email: brendan.ellingham@tpsgc-pwgsc.gc.ca

And

- 4.3.2 **Mr. Roland Awara (Back-up)**
Defence Communications Major Projects and Sustainment Division
Electronics, Munitions and Tactical Systems Procurement Directorate
Public Services and Procurement Canada

Phone: 819-665-7081

Email: Roland.Awara@tpsgc-pwgsc.gc.ca

5. Applicable Laws

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

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

6. Improvement of Requirement During Solicitation Period

- 6.1 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 reason 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 at least 20 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

7. Basis for Canada's Ownership of Intellectual Property

- 7.1 The Department of National Defence has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising under Crown Procurement Contracts](#):
- 7.1.1 National Security.
- 7.1.2 statutes, regulations or prior obligations of Canada to a third party or parties preclude Contractor ownership of the Intellectual Property Rights in Foreground Information;
- 7.1.3 the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;
- 7.1.4 the main purpose of the Contract, or of the deliverables contracted for, is to augment an existing body of Canada's Background Information as a prerequisite to the transfer of the expanded Background to the private sector, through licensing or assignment of ownership (not necessarily to the original Contractor), for the purposes of Commercial Exploitation;
- 7.1.5 the main purpose of the Contract, or of the deliverables contracted for, is to deliver a not-yet fully developed component or subsystem that will be incorporated into a complete system at a later date, as a prerequisite to the planned transfer of the complete system to the private sector, through licensing or assignment of ownership, for the purposes of Commercial Exploitation;
- 7.1.6 The Intellectual Property in Foreground Information consists of material subject to copyright.

8. Bid Challenge and Recourse Mechanisms

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

- 8.3 Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

- 1.1 Canada requests that Bidders must submit their bid in accordance with section 08 of the 2003 Standard Instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.
- 1.2 The bid must be gathered per section and separated as follows:
 - Section I: Technical Bid
 - Section II: Financial Bid
 - Section III: Certifications
 - Section IV: Industrial and Technological Benefits Bid
- 1.3 Due to the nature of the bid solicitation, hardcopies, soft copies on media, and bids transmitted by facsimile will not be accepted.
 - 1.3.1 In the event that an electronic bid is received by the Bid Receiving Unit in time but found to be, fully or partially corrupted and/or illegible, fully or partially, for any reason, Canada reserves the right to ask bidders to re-submit their bid to the Contracting Authority. In such circumstances, Bidders will be required to send the entire or partial bid to the Contracting Authority to the email address specified in the request from Canada within two working days as per the instructions provided by the Contracting Authority.
 - 1.3.2 Prices should only appear in the financial bid. No prices should be indicated in any other section of the bid.
 - 1.3.3 In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:
 - 1.3.3.1 Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
 - 1.3.3.2 Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
 - 1.3.3.3 Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. use 8.5 x 11-inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably managed forest and containing minimum 30% recycled content; and
 - b. 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, duo tangs or binders.
- 1.4 **Submission of Only One Bid:**
 - 1.4.1 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 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.

- 1.4.2 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:
- 1.4.2.1 they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - 1.4.2.2 they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
 - 1.4.2.3 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
 - 1.4.2.4 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.
 - 1.4.2.5 Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

2. Section I: Technical Bid

- 2.1 The definition of mandatory requirements is as follows:
- MANDATORY REQUIREMENTS. A mandatory requirement is identified specifically with the word "shall", "must", "will", "mandatory" or the phrase "Canada requires".
- 2.2 Bidders should utilize Annex F – Compliance Matrix and Technical Evaluation Criteria to address Mandatory and Rated Technical Requirements as listed therein.
- 2.3 Bidders should submit a completed Annex F that explicitly addresses all the listed Mandatory and Rated requirements contained in Appendix F1 and F2.
- 2.4 Bidders should address clearly and in sufficient depth the Mandatory and Rated Technical Requirements that are subject to the evaluation criteria contained in Annex F against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- 2.5 Bidders must include Proof of Compliance in the Technical Bid as specified below and in Annex F. References to web sites are not acceptable.
- 2.6 Bidders must include in the column entitled "Proposal Reference(s)" of Annex F, the relevant section(s) of its bid that contains the information demonstrating compliance with the respective evaluation criteria.
- 2.7 Bidders must submit additional information in the Bidder's Comment section of Annex F demonstrating how the bidder will meet the requirements, without cross referencing to other statements in Annex F.
- 2.8 Each Mandatory and Rated Technical Requirements listed in Annex F must be addressed separately within Section I - Technical Bid.

- 2.9 For Mandatory and Rated requirements listed in Annex F, Bidders must demonstrate that they have “Proven Experience” as the prime contractor and/or subcontractor through its parent, subsidiaries or other affiliates, or its subcontractors, where applicable.
- 2.10 Bidders must provide the following details to demonstrate Proven Experience:
- 2.10.1 Bidder’s experience earned through previous projects;
 - 2.10.2 Client reference, including client’s organization name and address; and the client’s name, telephone number, and email address.
 - 2.10.3 Experience gained through its parent, subsidiaries or other affiliates, or its subcontractors, as applicable;
 - 2.10.4 Name and physical address of its parent, subsidiaries or other affiliates, or its subcontractor’s, as applicable;
 - 2.10.5 The project name;
 - 2.10.6 A description of the project;
 - 2.10.7 The scope of the work performed which must demonstrate that the requirement was met;
 - 2.10.8 The date of completion of the project;
 - 2.10.9 The duration of project; and
 - 2.10.10 The contract number.

3. Mandatory and Rated Technical Requirements Evaluation Criteria

- 3.1 Evaluation Criteria including Compliance Method and Rating Method is described in Annex F.
- 3.2 Only Requirements that are contained in Annex F will be evaluated against the evaluation criteria specified therein to deem compliance.
- 3.3 Canada will accept the methods identified in Annex F to substantiate Proof of Compliance.

4. Section II: Financial Bid

- 4.1 Bidders should submit their Financial Bid information within the tables provided in the Appendix B1 – Price Proposal and Financial Bid Evaluation Criteria.
- 4.2 Bidders must submit pricing for all items in the Basis of Payment in their respective tables and cells as provided in Appendix B1 – Price Proposal and Financial Bid Evaluation Criteria.
- 4.3 Bidders must submit pricing for the **Fixed Monthly Fees** for the Core Work for the firm period of the contract. Fixed Monthly Fees for Core Work must be a fixed amount that includes all overheads & profit, and excludes taxes, as applicable. Fixed Monthly Fees for Core Work will come into force as per the conditions listed in Annex B - Basis of Payment. The fee shall be payable at the end of each month during the period of contract. Bidders must submit Fixed Monthly Fees for the contract period excluding the Option Periods. For the Option Periods, the Fixed Monthly Fees for the Core Work will be escalated based on the Economic Price Adjustment (EPA) methodology described in the resulting contract clauses.

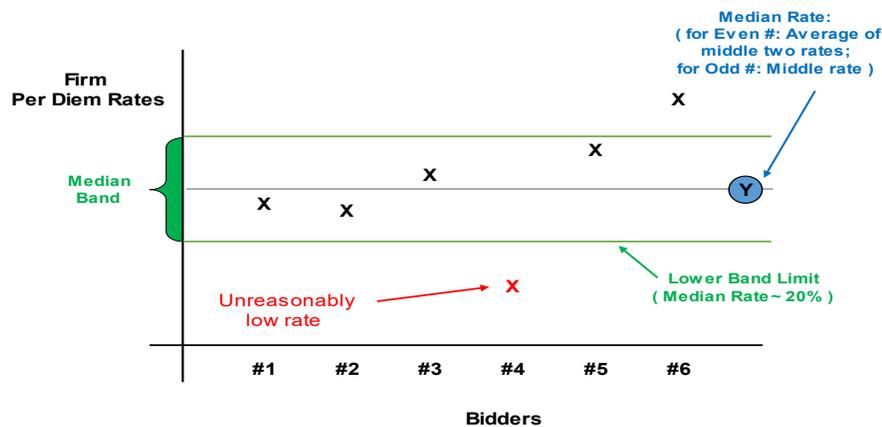
- 4.4 Bidders must submit Hourly Labour Rates for **Additional Work Requirements (AWR)**. The labour rates must be fully loaded and must not include travel and living expenses. They must include General and Administration expenses, overheads, Canadian customs duties, excise taxes, and profit. All applicable taxes shall be extra. Hypothetical Hours shown in column C of Appendix B1 are the multiplication factors to determine the aggregate labour rates. The Hypothetical Hours are used for evaluation purpose only and will be removed at the contract award stage. Bidders must submit rates for the contract period excluding the Option Periods as they will be escalated based on the CPI methodology described in the resulting contract clauses.
- 4.5 Bidders must submit Hourly Labour Rates for junior categories lower than the intermediate and the senior categories. Bidders must submit Hourly Labour Rates for intermediate categories lower than the senior categories. For example, Junior Engineer's hourly labour rate must not be higher than the Intermediate and Senior Engineer's hourly labour rate. Bidders will be asked to correct this oversight if found in the Financial Bid in accordance with Phased Bid Compliance Process (PBCP), as such erroneous rates will not be deemed acceptable.

4.6 **Substantiation of Hourly Labour Rates**

In Canada's experience, bidders have from time-to-time proposed 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 hourly labour rates, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all bidders, who have proposed a rate that is at least 20% lower than the median rate bid by all bidders for the relevant resource category or categories. Please see the diagram below for how resource category median is calculated. If Canada requests price support, the Bidder must provide the following information:

- 4.6.1 An invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in Canada in the relevant resource category, where those services were provided for at least three (3) months within the last eighteen (18) months before the solicitation closing date, and the rates charged were equal to or less than the rate offered to Canada; and
- 4.6.2 In relation to the invoice in (i), evidence from the Bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation.
- 4.6.3 Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource 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 proposed rates. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

Resource Category Median Band Determination (Even Number of Bidders)



- 4.7 Bidders must submit Contractor Mark-up Percentage for outsourced goods excluding applicable taxes. Hypothetical Laid-Down Cost for Goods shown in column C of Appendix B1 are the multiplication factors to determine the calculated mark-up. The Hypothetical Costs will be used for evaluation purpose only. Bidders must submit the mark-up percentage for the contract period including the Option Periods.
- 4.8 Bidders must submit Sub-Contractor Mark-up Percentage for outsourced goods and services excluding applicable taxes. Hypothetical Laid-Down Cost for Goods and Services shown in column C of Appendix B1 are the multiplication factors to determine the calculated mark-up. The Hypothetical Costs will be used for evaluation purpose only and will not form part of the resulting contract. Bidders must submit mark-up percentage for the contract period including the Option Periods.

5. Section III: Certifications

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

6. Section IV: Industrial and Technological Benefits Bid

- 6.1 Bidders must submit the required certifications and information required in accordance with Part 7B, Annex G, and Annex H of the RFP.

7. Electronic Payment of Invoices – Bid

- 7.1 Bidders that are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex 2 Electronic Payment Instruments, to identify which ones are accepted.
- 7.2 If Annex 2 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- 7.3 Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

8. Exchange Rate Fluctuation

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

9. Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

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

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- 1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, financial, and Industrial and Technological Benefits - Value Proposition evaluation criteria.
- 1.2 An evaluation team composed of representatives of Canada will evaluate the bids.
- 1.3 PSPC will engage the services of a fairness monitor for this procurement. The fairness monitor will not be part of the evaluation team but will observe the evaluation of the bids with respect to Canada's adherence to the evaluation process described in this bid solicitation.
- 1.4 For the purposes of the evaluation of Proven Experience required by the RFP, the experience can come from the Bidder or from any other members of Bidder's Team. Bidder's Team includes its subcontractors identified in the technical bid and may also include, the parent, subsidiaries or other affiliates of the Bidder.
- 1.5 For the purpose of this solicitation, a "Team Member" or "Bidder's Team" is the entity whose experience is being used to meet evaluation criteria of this bid. Where a Bidder cites the experience of a Team Member, Canada will only consider this experience if the experience is accessible to the Bidder and the Bidder can rely upon and use the experience in the performance of any resulting Contract. The Bidder is required to demonstrate this accessibility through the certification that cooperation agreement(s) are in place with the Team Member at the time of bid submission. Experience listed without any supporting information to describe where, how and by whom such experience was obtained or failure to demonstrate that the Bidder has a cooperation agreement with the Team Member whose experience satisfies the requirement may result in the experience not being considered for evaluation purposes. The experience identified by the Bidder must be for Work for which the Bidder or Bidder's Team was directly responsible.
- 1.6 Bidders, in their bid, must fully disclose the names and roles of each member of the Bidder's Team and must submit experience obtained by each named member of the Bidder's Team to fulfil the evaluation requirements, where indicated in Annex F.
- 1.7 If not provided in the bid, Bidders must, upon request from the Contracting Authority, provide the written confirmation of the legal name of each subcontractor that is a member of the Bidder's Team in the bid.

2. Phased Bid Compliance Process

- 2.1 The Phased Bid Compliance Process (PBCP) applies to all sections of the bid (Section I: Technical Bid, Section II: Financial Bid, Section III: Certifications, Section IV: Industrial and Technological Benefits Policy).
- 2.2 Canada is conducting the PBCP described below for this requirement.
 - 2.2.1 Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NONRESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND

RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- 2.2.2 The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2022-03-29) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.
- 2.2.3 Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

2.3 Phase I: Financial Bid

- 2.3.1 After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- 2.3.2 Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- 2.3.3 If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- 2.3.4 For Bids other than those described in 2.2.3, Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- 2.3.5 The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- 2.3.6 In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to

determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- 2.3.7 Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- 2.3.8 Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- 2.3.9 Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

2.4 Phase II: Technical Bid and Industrial and Technological Benefits Policy, Value Proposition Bid

- 2.4.1 Canada's review at Phase II will be limited to a review of the Technical Bid and ITB Value Proposition (VP) Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid and ITB, VP Bid meet any standard or are responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- 2.4.2 Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- 2.4.3 A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- 2.4.4 The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- 2.4.5 The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to

do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

- 2.4.6 Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- 2.4.7 Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- 2.4.8 Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- 2.4.9 Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

2.5 Phase III: Final Evaluation of the Bid

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

3. Technical Bid Evaluation – Mandatory Requirements

- 3.1 Mandatory requirements that are subject to evaluation are listed in Annex F - Compliance Matrix and Technical Bid Evaluation Criteria and will be assessed on a Pass or Fail basis.
- 3.2 Bidders must meet all Mandatory Requirements as specified in Annex F. If any of the Mandatory Requirements are not met, the bid will be deemed non-responsive and will not be further evaluated.
- 3.3 Mandatory Technical Requirements will be evaluated against the evaluation criteria specified in Appendix F1 – Mandatory Evaluation Criteria.
- 3.4 Bids satisfying all Mandatory requirements will proceed to be evaluated against the Technical Rated Criteria.
- 3.5 The Phased Bid Compliance Process will apply to all Mandatory Technical Criteria.

4. Technical Bid Evaluation – Rated Requirements

- 4.1 Bids that pass the Mandatory requirements listed in Annex F will be evaluated in accordance with the Rating Scale described in Annex F.
- 4.2 The Point Rated Technical Evaluation Criteria is described in Appendix F2 – Rated Evaluation Criteria.
- 4.3 The Rated Requirements will be scored in accordance with the bid evaluation criteria included in Annex F. There are total 1250 points allocated for the Rated Requirements.
- 4.4 With the exception of the Rated Requirement - RT 2, the Rated Requirements are not mandatory requirements, thus bidders do not have to satisfy them in order to be deemed responsive. However, Bidders must achieve a minimum pass mark of 360 out of 600 points for Rated Requirement - RT 2 in order for their bid to be deemed responsive. Bids that do not achieve the minimum pass mark will be deemed non-responsive and will not be considered any further.
- 4.5 The Phased Bid Compliance Process will apply to all Rated Technical Criteria.

5. Industrial and Technological Benefits Bid Evaluation

- 5.1 Value Proposition evaluation criteria are detailed in Annex H.
- 5.2 The Phased Bid Compliance Process will apply to all Mandatory ITB - VP Criteria.

6. Financial Bid Evaluation

- 6.1 Bidders must submit fixed prices DDP Incoterms 2010, Canadian customs duties and excise taxes included, and the applicable taxes excluded.
- 6.2 The financial bids will be evaluated in Canadian currency. Pricing submitted in foreign currency will be converted to Canadian dollars based on the exchange rate provided by the Bank of Canada at 16:30 Hrs. Eastern Standard Time (EST) on the date of RFP closing.
- 6.3 Exchange rate fluctuation protection is not offered for this requirement. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive. However, Bidders may choose to submit their bids in the currency of their choice. A bid submitted in multiple currencies will not be deemed compliant. The Contract will be awarded in the currency as set out in the successful bid.
- 6.4 The Bid Weighted Price will be evaluated using the Financial Bid Evaluation Methodology described in Appendix B1.
- 6.5 Hypothetical hours per labour category is used solely for the financial bid evaluation purposes and is not guaranteed work under the resulting contract.
- 6.6 Hypothetical Laid-Down costs for the evaluation of contractor mark-up is used solely for the financial bid evaluation purposes and is not a guaranteed value of goods and/or services that may be procured.
- 6.7 The Phased Bid Compliance Process will apply to all Financial Bid Evaluation.

7. Basis of Selection

- 7.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory criteria;
- c. obtain the minimum pass mark of 360 points for the Rated Requirement – RT2; and
- d. obtain the required minimum points identified in Annex H (Industrial Technological Benefits Evaluation Plan).

Bids not meeting (a), (b), (c) and (d) will be declared non-responsive.

- 7.2 The selection will be based on the highest responsive combined rating of technical merit, price and value proposition. The ratio will be 55% for the technical merit, 30% for the price and 15% for the Value Proposition (VP).
- 7.3 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 55%.
- 7.4 To establish the pricing score, each responsive bid will be prorated against the lowest Financial Bid's Weighted Price and the ratio of 30%.
- 7.4.1 The proposed pricing of each item will be weighted as follows:
$$\text{Financial Bid's Weighted Price} = (50\% \times \text{Total Core Work Fee for Firm Periods}) + (20\% \times \text{Total Aggregated Labour Rates}) + (30\% \times \text{Total Calculated Mark-Up})$$
- 7.5 To establish the Value Proposition score, each responsive bid will be evaluated in accordance with Annex H - ITB Evaluation Plan.
- 7.6 For each responsive bid, the technical merit score, the pricing score, and the value proposition score will be added to determine its combined rating.
- 7.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest Financial Bid's Weighted Price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit, price, and VP will be recommended for a contract award.
- 7.8 The tables below illustrate an example where all three bids are responsive, and the selection of the Contractor is determined by a 55/30/15 ratio of technical merit, price and VP respectively. The total available points equal 223 (as an example) and the lowest Financial Bid's Weighted Price is \$50,000.

Financial Bid's Weighted Price of Each Bid

		Bidder 1	Bidder 2	Bidder 3
Proposed Pricing	Total Core Work Fee for Firm Periods	\$40,000	\$30,000	\$50,000
	Total Aggregated Labour Rate	\$110,000	\$115,000	\$150,000
	Total Calculated Mark-Up	\$60,000	\$40,000	\$50,000
Core Work Weighted at 50% Labour Rates Weighted at 20% Mark-up Weighted at 30%		$(50\% \times \$40,000) +$ $(20\% \times \$110,000) +$ $(30\% \times \$60,000) =$ $(\$20,000 + \$22,000 +$ $\$18,000) =$ \$60,000	$(50\% \times \$30,000) +$ $(20\% \times \$115,000) +$ $(30\% \times \$40,000) =$ $(\$15,000 + \$23,000 +$ $\$12,000) =$ \$50,000	$(50\% \times \$50,000) +$ $(20\% \times \$150,000) +$ $(30\% \times \$50,000) =$ $(\$25,000 + \$30,000 +$ $\$15,000) =$ \$70,000
Financial Bid's Weighted Price				

Basis of Selection - Highest Combined Rating - Technical Merit (55%), Price (30%), and (15%) VP

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		180/223	175/223	190/223
Financial Bid's Weighted Price		\$60,000	\$50,000	\$70,000
Calculations	Technical Merit Score	$180 \times 55/223 = 44.39$	$175 \times 55/223 = 43.16$	$190 \times 55/223 = 46.86$
	Pricing Score	$50/60 \times 30 = 25.00$	$50/50 \times 30 = 30.00$	$50/70 \times 30 = 21.43$
Value Proposition (VP) Score		12	10	13
Combined Rating		81.39	83.16	81.29
Ranking		2nd	1st	3rd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

1. Certifications and Additional Information Required with the Bid

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

1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

1.2 Proven Experience Certificate

Bidders must provide a certification to demonstrate that cooperation agreement(s) to access Proven Experience are in place with the Team Member at the time of bid submission.

2. Certifications Precedent to Contract Award and Additional Information

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

2.1 Security Requirements – Required Documentation

2.1.1 In accordance with the [requirements of the Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), Bidders must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process. See Appendix C2 - Contract Security Program's Application for Registration and Appendix C3 - Guidance on how to complete the Application for Registration form.

2.1.2 Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the

Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-responsive.

2.2 Integrity Provisions – Required Documentation

- 2.2.1 In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

2.3 Federal Contractors Program for Employment Equity - Bid Certification

- 2.3.1 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 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#>).
- 2.3.2 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.

2.4 Origin Certification

- 2.4.1 The Bidder must submit information in accordance with Annex I and must certify that, should it be awarded a contract as result of the bid solicitation, the Bidder's solution will comply with all requirements all the Supply Chain Integrity requirements of the Resulting Contract.

2.5 Insurance Requirements Certification

- 2.5.1 The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Part 7A.

2.6 Applicable Environmental Certification

The Bidder should provide applicable environmental certifications, as applicable.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirements

- 1.1 Before award of a contract, the following conditions must be met:
 - 1.1.1 the Bidder must hold a valid organization security clearance as indicated in Part 7A - Resulting Contract Clauses;
 - 1.1.2 the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
- 1.2 Before access to sensitive information is provided to the Bidder, the following conditions must be met:
 - 1.2.1 the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Resulting Contract Clauses.
 - 1.2.2 the Bidder's security capabilities must be met as indicated in Part 7A - Resulting Contract Clauses;
- 1.3 For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

2. Protection and Security of Data Stored in Databases

- 2.1 The Contractor must ensure that all the databases containing any information related to the Work are located in Canada or, if the Contracting Authority has first consented in writing, in another country where:
 - 2.1.1 equivalent protections are given to personal information as in Canada under legislation such as the *Privacy Act*, R.S. 1985, c.P-21, and the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5, and under any applicable policies of the Government of Canada; and
 - 2.1.2 the laws do not allow the government of that country or any other entity or person to seek or obtain the right to view or copy any information relating to the Contract without first obtaining the Contracting Authority's written consent.

In connection with giving its consent to locating a database in another country, the Contracting Authority may, at its option, require the Contractor to provide a legal opinion (from a lawyer qualified in the foreign country) that the laws in that country meet the above requirements, or may require the Contractor to pay for Canada to obtain such a legal opinion. Canada has the right to reject any request to store Canada's data in a country other than Canada if there is any reason to be concerned about the security, privacy, or integrity of Canada's data. Canada may also require that any data sent or processed outside of Canada be encrypted with Canada-approved cryptography and that the private key required to decrypt the data be kept in Canada in accordance with key management and storage processes approved by Canada.
- 2.2 The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the

database, either by using a password or other form of access control (such as biometric controls).

- 2.3 The Contractor must ensure that all databases on which any data relating to the Contract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada (or in another country approved by the Contracting authority under subsection 1) and otherwise meet the requirements of this article.
- 2.4 The Contractor must ensure that all data relating to the Contract is processed only in Canada or in another country approved by the Contracting Authority under subsection 1.
- 2.5 The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only consider requests to route domestic traffic through another country that meets the requirements of subsection 1.
- 2.6 Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.

3. Supply Chain Security Information Assessment Process

3.1 Introduction

- 3.1.1 Bidders must submit specific information regarding each component of their proposed solution's supply chain. This information is referred to as *Supply Chain Security Information (SCSI)*. This information will be used by Canada to assess whether, in its opinion, a bidder's proposed supply chain creates the possibility that the bidder's proposed Solution could compromise or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information in accordance with the process found in this document. This assessment is referred to as the SCSI Assessment Process.
- 3.1.2 Bidders must provide their SCSI for a solution that is hosted within Canada's technical environment.

3.2 Definitions

- 3.2.1 The following words and expressions used with respect to SCSI Process have the following meanings:
 - a. **OEM Name** means the name of the Original Equipment Manufacturer (OEM) of the Goods that are being ordered.
 - b. **OEM DUNS Number** means the Data Universal Numbering System (DUNS). It is a unique nine-digit number assigned to each physical location of a business. It is a worldwide standard and is used to determine the credit score of a company. If the company does not have a DUNS number, or you are unable to find one, please fill out the requested information in Annex I - Ownership Information". Ownership information consists of the top 5, by percentage, investors and owners of the company. The names provided for investors and owners must be those found in investment or ownership documents for the company in question.

- c. **Product Name** means the OEM Name for the product.
- d. **Model Number** means the OEM's model and/or version number of the product.
- e. **Vulnerability Information** means the information concerning the last 5 security issues that were reported about the product. If the OEM posts this information to the Common Vulnerabilities and Exposure (CVE) website, list the CVE numbers **separated by semi-colons (;)**. If the OEM does not post this information to the CVE website, the Contractor must ask the OEM directly for security vulnerability information and provide this information to the Canadian Centre for Cyber Security. If this is the case for a particular product, enter "see attached information" in the relevant field(s).
- f. **Supplier Name** means the name of the supplier (i.e., sub-contractors, re-seller, distributor, sub-processors, etc.) of the Goods and Services that are being ordered. This includes any business entity involved in producing Goods and/or Services to help complete the bidding requirements.
- g. **Supplier DUNS Number** is already explained above.
- h. **Supplier URL** means the Uniform Resource Locators of the supplier's webpage for the product.
- i. **Ownership** means the top 5, by percentage, owners of the OEM or Supplier. The names proved for owners must be those found in ownership documents for the company in question.
- j. **Investors** means the top 5, by percentage, investor in the OEM or Supplier. The names provided for owners must be those found in investment documents for the company in question.
- k. **Executives** means the executives and members of the board of directors for the company in question.
- l. **Country / Nationality** means the country which an individual listed has their primary nationality or the country in which a corporate entity is registered.
- m. **Corporate website link** means for each of OEM or Supplier name, Ownership, Investors, and Executives listed above provide a URI / URL to the information that supports the claims listed in each of the fields.
- n. **Supply Chain Security Information** means any information that Canada requires a Bidder or Contractor to submit to conduct a complete security assessment of the SCSI as a part of the SCSI Assessment process.

3.3 Supply Chain Security Information Form Submission Requirements

3.3.1 Bidders must provide the following information with their bid:

- 3.3.1.1 **IT Product List:** Bidders must identify the Products over which Canada's Data would be transmitted and/or on which Canada's Data would be stored, or that would be used and/or installed by the Bidder or any of its employees, subcontractors and third parties to perform

any part of the Work, together with the following information regarding each Product, but not limited to;

- a. OEM Name;
- b. OEM DUNS Number;
- c. Product Name;
- d. Model Number;
- e. Security sensitive information.

Note: Bidders are requested to provide the IT Product information as identified in the above para for their proposed Solution in Annex I – IT Product List. Bidders are also requested to insert a separate row for each Product. Bidders are requested not to repeat multiple iterations of the same Product (e.g., if the serial number and/or color is the only difference between two products, they are considered the same Product within the confines of the SCI Assessment Process).

3.3.1.2 Ownership Information: It is only necessary to fill out entries in Annex I - Ownership Information if a DUNS number cannot be supplied for the OEM and/or supplier. If a DUNS number cannot be supplied, the Annex I Ownership Information must be completed to provide the following information:

- a. Supplier Name;
- b. Supplier DUNS Number;
- c. Supplier URL;
- d. Ownership;
- e. Investors;
- f. Executives;
- g. Country / Nationality;
- h. Corporate website link.

3.4 Assessment of Supply Chain Security Information

3.4.1 Canada will assess whether, in its opinion, the SCSi creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.

3.4.2 In conducting its assessment:

3.4.2.1 Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the SCSi. The Bidder will have 2 working days (or longer, if specified in writing by Canada) to provide the necessary information to Canada.

3.4.2.2 Canada may use any government resources to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the bid or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the SCSi.

3.4.3 If, in Canada's opinion, there is a possibility that any aspect of the SCSi, if used by Canada, could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:

3.4.3.1 Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the Bidder's SCSi is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of

those concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's SCSI. With respect to any concerns, Canada may, in its discretion, identify a potential mitigation measure that the Bidder would be required to implement with respect to any portion of the SCSI if awarded a contract.

- 3.4.3.2 Upon receipt of Canada's written notice, the Bidder will be given one opportunity to submit a revised SCSI. If Canada has identified a potential mitigation measure that the supplier would be required to implement if awarded a contract, the Bidder must confirm in its revised SCSI whether or not it agrees that any awarded contract will contain additional commitments relating to those mitigation conditions. The revised SCSI must be submitted within the **10 calendar days** following the day on which Canada's written notification is sent to the Bidder (or a longer period specified in writing by the Contracting Authority).
- 3.4.4 If the Bidder submits a revised SCSI within the allotted time, Canada will perform a second assessment. If in Canada's opinion, there is a possibility that any aspect of the Bidder's revised SCSI could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, the Bidder may be provided with the same type of notice described under paragraph c), above. Any further opportunities to revise the SCSI will be entirely at the discretion of Canada and all SCSI respondents will be offered the same opportunity in similar circumstances. By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. As a result:
- 3.4.4.1 qualification pursuant to this SCSI Assessment Process does not constitute an approval that the products or other information included as part of the SCSI will meet the requirements of the resulting contract;
- 3.4.4.2 qualification pursuant to this SCSI Assessment Process does not mean that the same or similar SCSI will be assessed in the same way for future requirements;
- 3.4.4.3 at any time during this bid solicitation process, Canada may advise a Bidder that some aspect(s) of its SCSI has become the subject of security concerns. At that point, Canada will notify the Bidder and provide the Bidder with an opportunity to revise its SCSI, using the process described above; and,
- 3.4.4.4 during the performance of any contract resulting from this bid solicitation, if Canada has concerns regarding certain products, designs or subcontractors originally included in the SCSI, the terms and conditions of that contract will govern the process for addressing those concerns.
- 3.4.5 Upon completion of the SCSI Assessment Process, Bidders will be notified of the results through the Contracting Authority.
- 3.4.6 In the event, Bidders do not have any declarations to be made at bid submission stage, Bidders must clearly state so in their bid response using Annex I.

4. Financial Capability

SACC Manual clause [A9033T](#) (2012-07-16) Financial Capability

5. Controlled Goods Requirement

- 5.1 SACC *Manual* clause [A9130T](#) (2019-11-28) Controlled Goods Program
- 5.2 In the case of a Joint Venture Bidder, each member of the Joint Venture must meet the requirements of the Controlled Goods Program.

6. Insurance Requirement

- 6.1 The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Part 7A.
- 6.2 This information should be included in Part 5 - Certifications of the bid.
- 6.3 If the information is not provided in the bid, 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.

PART 7A - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

- 1.1 The Contractor must perform the Work in accordance with the Annex A - Statement of Work.
- 1.2 The Core Work Personnel (CWP) are defined in Annex A. The Contractor must not utilize the CWP for any other contracts. The Contractor must provide a separate team to perform Core Work for all other contracts under its purview. The CWP are deemed to be full-time dedicated personnel on this Contract and must not be assigned to any other contract on a full-time basis.
- 1.3 Following contract award, the Contractor must ensure that its CWP are provided within five calendar days to perform the required services in order to maintain continuity of services with the Land C4ISR E&I Sustainment contract.

2. Additional Work Requirements (AWR)

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization. The Work described in the Task Authorization must be in accordance with the scope of the Contract.

2.1 Required Personnel for the Additional Work Requirements

- 2.1.1 The Contractor must be ready to embark on the AWR within short period of time after the contract award. Given that the contractor may need some time to hire and assemble its project team including other pertinent resources, it will be the Contractor's responsibility to ensure that its project time and other required resources are assembled in the shortest timeframe such that the task-based work may commence without any serious delays.

2.2 Identification of Additional Work requirements

- 2.2.1 AWRs will be identified by the TA using a Statement of Work (SOW) or Performance Work Statement (PWS), as applicable, outlining the activities to be performed and the deliverables required.
- 2.2.2 A task SOW will be utilized when requirements can be clearly defined, with set deliverables in accordance with the Task Authorization Policy.
- 2.2.3 A PWS will be utilized for work that would continuously evolve and be managed using an agile methodology. Specifically, when the significant constraints of the task are not well understood for developing a new solution, and the full scope and timeline is difficult to determine in advance. The PWS will describe the high-level requirements and required outcomes of the task under consideration and the steps and/or stages that the Contractor must take to achieve the objective. The PWS must also define clear quality and performance standards that must be met by the Contractor, including performance indicators, milestones, and gates, as applicable, to implement maximum oversight for monitoring performance during the delivery period of the task. An agile methodology includes the following descriptions and definitions as well as the descriptions and definitions referenced in section 1.1 of Appendix A2 but not limited to:

- 2.2.3.1 As part of the agile practices, planning sessions are scheduled regularly where cross functional teams plan the work that needs to be performed. Multiple teams aligned with a shared vision, discuss features, plan the roadmap, and identify cross-team dependencies.
- 2.2.3.2 A performance indicator is a type of performance measurement that is used for evaluating the success of the Contractor or of a particular activity (such as projects, programs, tasks, products and other initiatives) in which it engages.
- 2.2.3.3 Prior to a PWS based task, DND, PSPC and the Contractor may collaborate to determine high-level requirements, activities, schedules, performance indicators, and any specific known deliverables of the work to be performed under the Task.
- 2.2.4 The Technical Authority may discuss and/or provide the Contractor with a description of the task in a draft format using the DND 626 form.
- 2.2.5 The draft Task Authorization will contain a SOW or a PWS, as applicable. The draft Task Authorization will also include the applicable basis (bases) and method (methods) of payment as specified in the Contract.
- 2.2.6 A draft Task Authorization must also contain the following information, if applicable:
 - 2.2.6.1 the contract number;
 - 2.2.6.2 the unique task number with a clear distinction between task SOW or PWS-based tasks;
 - 2.2.6.3 the start and completion dates;
 - 2.2.6.4 any option(s) to extend initial end date (if applicable);
 - 2.2.6.5 milestone dates for deliverables and payments (if applicable);
 - 2.2.6.6 whether the work requires on-site activities and the location;
 - 2.2.6.7 the price payable to the Contractor for performing the task, with an indication of whether it is a Firm Price, a Ceiling Price or a Limitation of Expenditure Price. For the Limitation of Expenditure Price, the TA must indicate how the final amount payable will be determined; and any other constraints that might affect the completion of the task.
 - 2.2.6.8 The PA and/or CA will discuss the pricing methodologies with the contractor such that the agreed upon methodology and milestones are captured in the DND Form 626 accordingly.

2.3 Task Authorization Process

- 2.3.1 The Technical Authority (TA) will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex D.
- 2.3.2 The Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The Task Authorization will also include the applicable basis (bases) and methods of payment as specified in the Contract.
- 2.3.3 The Contractor must provide the TA, within 10 working days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with Annex B - Basis of Payment specified in the Contract.
- 2.3.4 The PA, CA and TA will review the proposal to ensure accuracy and completeness. Should further improvements be required, the TA will discuss it with the contractor. The Contractor must revise the proposal and resubmit to PA, CA and TA for approval.

- 2.3.5 The Contractor must not commence work until a Task Authorization authorized by the Procurement Authority (PA) and/or Contracting Authority (CA) has been received by the Contractor. The Contractor acknowledges that any work performed before a Task Authorization has been received will be done at the Contractor's own risk.
- 2.3.6 In the event, where a task was authorized, but it is yet to be completed or the scope has changed, for transparency and stewardship purposes, the TA will describe the status of the task in the PWS amendment, as well as the next steps that must be performed to achieve the final outcome. The TA must also identify the previously attempted and completed portion of the work and outstanding work to be completed.
- 2.3.7 The Contractor must provide a revised proposal to reflect changes from the original proposal, when necessary or when sought by Canada. Canada may accept or reject the revised proposal.

2.4 Task Authorization Limit

- 2.4.1 The Procurement Authority may authorize individual task authorizations up to a limit of \$ *(will be filled in at the time of contract award)* CAD, applicable taxes included, inclusive of any revisions.
- 2.4.2 Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

2.5 Periodic Usage Reports - Contracts with Task Authorizations

- 2.5.1 The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.
- 2.5.2 The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.
- 2.5.3 The data must be submitted on a quarterly basis to the Contracting Authority.
- 2.5.4 The quarterly periods are defined as follows:
- 2.5.4.1 1st quarter: April 1 to June 30;
 - 2.5.4.2 2nd quarter: July 1 to September 30;
 - 2.5.4.3 3rd quarter: October 1 to December 31; and
 - 2.5.4.4 4th quarter: January 1 to March 31.
- 2.5.5 The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

2.6 Reporting Requirement - Details

- 2.6.1 A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:
- 2.6.1.1 **For each authorized task:**
 - a. the authorized task number or task revision number(s);
 - b. a title or a brief description of each authorized task;
 - c. the total estimated cost specified in the authorized Task Authorization of each task, exclusive of applicable taxes;

- d. the total amount, exclusive of applicable taxes, expended to date against each authorized task;
- e. the start and completion date for each authorized task; and
- f. the active status of each authorized task, as applicable, e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.
- g. recommendation to close-out specific open tasks as they have been deemed completed.

2.6.1.2 For all authorized tasks:

- a. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized Task Authorizations; and
- b. the total amount, exclusive of Applicable Taxes, expended to date against all authorized Task Authorizations.

2.7 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by _____ (*will be filled in at the time of contract award*). This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

2.8 AWR Pricing Options

2.8.1 **Fixed Price:** For AWR, the Contractor must submit a "Fixed Price" excluding travel and living expenses to the TA, PA and CA when the scope of Work is clearly understood by both parties and no changes are anticipated in the scope of the Work. Where a fixed price has been established, the Contractor will be obliged to complete the Work for the specified fixed price. Travel and living expenses will be paid based on actual expenditure incurred by the Contractor in accordance with the Basis of Payment.

2.8.2 **Ceiling Price:** For AWR, the Contractor may submit a "Ceiling Price" proposal excluding travel and living expenses to the TA, PA and CA when the scope of the Work cannot be clearly defined. The term Ceiling Price is the maximum price that is to be paid to the Contractor and beyond which the Contractor will not receive additional compensation for the defined Work and in return for which the Contractor is obligated to complete the Work. No additional funds will be made available. When the "Ceiling Price" approach is used both parties agree prior to the Work authorization that the price is subject to downward revision on completion of the task, based on the actual cost and verification of the actuals. Travel and living expenses will be paid based on actual expenditure incurred by the contractor in accordance with the Basis of Payment.

Each Task Authorization for must clearly state whether the price is a "Fixed Price" or a "Ceiling Price".

2.8.3 **Limitation of Expenditure Price:** When it is not suitable for Canada to use a "Fixed Price" or a "Ceiling Price" as described above, Canada may ask the Contractor to submit a "Limitation of Expenditure" proposal.

2.8.3.1 For a Task which is subject to a "Limitation of Expenditure" as described in Sub-article 2.8.3 above, the Contractor must notify the Procurement Authority and the Contracting Authority in writing as to the inadequacy of its "Limitation of Expenditure" when:

- a. the resources required for its timely completion reaches 75% of the authorized Task funding; or
 - b. if during the execution of the authorized Task it appears to the Contractor that the Scope of Work is greater than had been anticipated and that the funds provided for a Task are inadequate.
- 2.8.3.2 When providing the notification described in sub-article b above, the Contractor must, as a minimum, identify:
- a. estimated labour hours and schedule forecast to complete;
 - b. work around plan; and
 - c. constraints and risk assessment.
- 2.8.3.3 A revised proposal and proper justification for the requested amendment must be submitted to the PA and CA for consideration. Under no circumstance the authorized level of expenditure should be exceeded. Canada is under no obligation to pay for any Work that exceeds the authorized funding limitation.
- 2.8.3.4 The "Fixed Price", "Ceiling Price" and/or the "Limitation of Expenditure" proposal must be based on the rates listed in the Basis of Payment.
- 2.8.3.5 All amounts charged on a "Ceiling price" or "Limitation of Expenditure" basis must be subject to Government audit before or after payment of an invoice.

2.9 Task Completion & Closure Procedures

- 2.9.1 The Contractor must monitor all Tasks issued under the Contract. If at any time the Contractor believes that a specific Task has been completed or has been inactive for a period of at least one (1) month, the Contractor must proceed as follows to request closure:
- 2.9.1.1 The Contractor must determine the final costs to Canada, itemized as necessary for each individual Task being considered for closure;
 - 2.9.1.2 The Contractor must submit a letter to the PA, TA and CA requesting closure of the Task with reference to reports or letters concerning the Task, as applicable;
 - 2.9.1.3 In cases where authorized funds were not all expended to complete specific Tasks, these funds are considered returned to the Contract funding baseline for re-issuance/re-distribution as necessary.
- 2.9.2 The Contractor must report on the major accomplishments of the tasks, as well as any lessons learned throughout the task period.

2.10 Consolidation of Task Authorizations for Administrative Purposes

- 2.10.1 For administrative purposes, the Contract will be amended by the Contracting Authority from time to time to reflect all TAs issued and approved to date under the Contract.

2.11 Canada's Obligation – Portion of the Work – Task Authorizations

- 2.11.1 Canada's obligation with respect to the portion of the Work under the Contract that may be performed through Task Authorizations is limited to the total amount of the actual authorized tasks performed by the Contractor.

- 2.11.2 Canada reserves the right, at any time, to acquire the requested Work by other means outside of this contract such as selecting other suppliers. Under some circumstances, Canada may decide to acquire the requested Work by other means when Contractor provided proposal has been rejected by Canada.

3. Security Requirements

- 3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.
- 3.2 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of NATO SECRET, and obtain approved Document Safeguarding Capability at the level of NATO SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC) as well as a Communications-Electronic Security (COMSEC) account at the level of SECRET, issued by the Communications Security Establishment Canada (CSEC).
- 3.3 This contract includes access to **Controlled Goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
- 3.4 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 3.5 The Contractor/Offeror personnel requiring access to RESTRICTED CLASSIFIED/PROTECTED information, assets, or sensitive site(s) **must be citizens of Canada, or the United States of America and** must EACH hold a valid personnel security screening at the level of NATO SECRET, SECRET, or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC.
- 3.6 The Contractor/Offeror personnel requiring access to FOREIGN CLASSIFIED information, assets, or sensitive site(s) **must be citizens of Canada, the United States of America, or Israel, and** must EACH hold a valid personnel security screening at the level of NATO SECRET, or SECRET, as required, granted or approved by the CSP, PWGSC.
- 3.7 The Contractor/Offeror personnel requiring access to NATO UNCLASSIFIED information or assets do not require to hold a personnel security clearance; however, the Contractor must ensure that the NATO Unclassified information is not releasable to third parties and that the "need to know" principle is applied to personnel accessing this information.
- 3.8 The Contractor personnel requiring access to NATO RESTRICTED information or assets **must be citizens of a NATO member country or a permanent resident of Canada and** EACH hold a valid RELIABILITY STATUS or its equivalent, granted or approved by the appropriate delegated NATO Security Authority.
- 3.9 The Contractor/Offeror personnel requiring access to **NATO CLASSIFIED** information, assets or sensitive site(s) **must be permanent residents of Canada or citizens of a NATO member country and** EACH hold a valid personnel security screening at the level of NATO SECRET, granted or approved by the appropriate delegated NATO Security Authority.
- 3.10 The Contractor personnel requiring access to COMSEC information/assets **must be citizens of Canada,** hold a valid security clearance commensurate with the information/assets that will be accessed, have a need-to-know, and have undergone a COMSEC briefing and signed a COMSEC Briefing certificate. Access by foreign nationals, or Canadian permanent residents must be approved by the Head IT Security Client Services at CSEC on a case-by-case basis.

- 3.11 The Contractor/Offeror MUST NOT utilize its facilities to process, produce, or store CLASSIFIED/PROTECTED information or assets until the CSP, PWGSC has issued written approval.
- 3.12 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store any sensitive CLASSIFIED/PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of NATO SECRET.
- 3.13 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 3.14 The winning bidder/contractor must submit the completed FOCl package including the associated documentation as prescribed in the FOCl Guidelines and Questionnaire by the due date identified in the email sent by the FOCl office.
- 3.15 The winning bidder/contractor MUST NOT access COMSEC information and assets until they are in possession a FOCl determination letter and a Communications Security Establishment determination letter, specific to this contract.
- 3.16 The winning bidder/contractor MUST NOT access and store NATO classified information or assets until they are in possession of a FOCl determination letter, specific to this contract. It will expire at the end of this contract, or at the end of any contract extensions.
- 3.17 If the FOCl determination requires mitigation measures to be implemented, these measures must be implemented and approved by the FOCl Office prior to the winning bidder/contractor or their personnel accessing any NATO, or COMSEC classified information and assets. The mitigation measures must remain implemented throughout the duration of the contract, including any contract extension(s), if applicable.
- 3.18 The CSP retains the right to suspend the winning bidder/contractor's organizational security clearance if the winning bidder/contractor chooses not to implement the required mitigation measures.
- 3.19 The winning bidder/contractor must maintain the mitigation measures throughout the duration of the contract, including any contract extension(s), if applicable.
- 3.20 The winning bidder/contractor must immediately provide the FOCl Office with documentation pertaining to any changes to the organization's corporate and ownership structure as well as any increase in foreign income or foreign debt from what was reported to the FOCl Office for the initial FOCl assessment. The winning bidder/contractor will be subject to a FOCl re assessment based on this new information to re-determine the FOCl status of the winning bidder/contractor.
- 3.21 A FOCl determination without any possible mitigation measures may result in the winning bidder/contractor not being able to obtain or to maintain the necessary organization and personnel security clearances, and consequently not meeting the security requirements of the contract.
- 3.22 The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide, attached at Annex C;
 - b. *Contract Security Manual* (latest edition) and the *IT Security Directive for the Control of COMSEC Material in the Canadian Private Sector* (ITSD-06A).

NOTE: Keying material and associated devices bearing (or intended to bear) the caveat, "CRYPTO", are subject to special safeguards at all times, whether: in bulk storage; in custody at user locations; in current use; or awaiting destruction. Keying Material must

be stored in a locked, approved security container, in an area protected by security guards or by an intrusion- detection system when left unattended by COMSEC account personnel or authorized users.

NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.

NOTE: There are multiple levels of release restrictions associated with this file. In this instance, a Security Guide should be added to the SRCL clarifying these restrictions. The Security Guide is normally generated by the organization's project authority and/or security authority.

4. Contractor's Sites or Premises Requiring Safeguarding Measures

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

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

(The above address will be filled in at the time of contract award)

- 4.2 The Company Security Officer must ensure through the *Contract Security Program* that the Contractor and individuals hold a valid security clearance at the required level.

5. Supply Chain Integrity Requirements

5.1 Supply Chain Security Assessment

- 5.1.1 The Parties acknowledge that a SCSi assessment process was a key component of the procurement process that resulted in the award of the Contract. In connection with that SCSi assessment process, Canada approved the following SCSi;

- 5.1.1.1 an IT Products List;
- 5.1.1.2 one or more network diagrams; and
- 5.1.1.3 a list of subcontractors.

- 5.1.2 The originally approved versions are included as Annex TBD (although portions of Annex TBD that were submitted directly by a subcontractor will be kept confidential by Canada between it and the relevant subcontractor) *(To be filled in at contract award, if applicable)*. In some cases, Canada approved several of each (e.g., several IT Product Lists), because some subcontractors submitted their SCSi directly to Canada. The Parties also acknowledge that security is a critical consideration for Canada with respect to the Work and that on-going assessment of SCSi will be required throughout the Contract Period. This Section governs that process

5.2 Change of Control

- 5.2.1 At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada: an organization chart for the Contractor showing all related corporations

and partnerships; for the purposes of this subsection, a corporation or partnership will be considered related to another entity if;

- a. they are “related persons” or “affiliated persons” according to the *Canada Income Tax Act*;
- b. the entities have now or in the two years before the request for the information had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- c. 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.

5.2.1.2 a list of all the Contractor’s shareholders; if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; with respect to any publicly traded corporation, Canada anticipates that the circumstances in which it would require a complete list of shareholders would be unusual and that any request from Canada for a list of a publicly traded corporation’s shareholders would normally be limited to a list of those shareholders who hold at least 1% of the voting shares;

5.2.1.3 a list of all the Contractor’s directors and officers, together with each individual’s home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; and

5.2.1.4 any other information related to ownership and control that may be requested by Canada.

5.2.2 If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 22(3) of General Conditions 2035 (General Conditions – Higher Complexity – Services), provided the information has been marked as either confidential or proprietary.

5.2.3 The Contractor must notify the Contracting Authority in writing of:

5.2.3.1 any change of control in the Contractor itself;

5.2.3.2 any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and

5.2.3.3 any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).

5.2.3.4 The Contractor must provide this notice by no later than 10 Federal Government Working Days (FGWDs) after any change of control takes place (or, in the case of a subcontractor, within 15 FGWDs after any change of control takes place). Where possible, Canada requests that the Contractor provide advance notice of any proposed change of control transaction.

5.2.4 In this section, a “**change of control**” includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of

control of any of the joint venture's corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.

- 5.2.5 If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 90 days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.
- 5.2.6 If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 90 days of receiving Canada's determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 180 days of receiving the original notice from the Contractor regarding the change of control.
- 5.2.7 In this section, termination on a "no-fault" basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.
- 5.2.8 Despite the foregoing, Canada's right to terminate on a "no-fault" basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this section where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this section still apply.

5.3 On-going Supply Chain Security Assessment of Products

- 5.3.1 The process described in this section may apply to a single product, to a set of products, or to all products manufactured or distributed by a particular supplier.
- 5.3.2 The process described in this section also applies to subcontractors. In situations in which a subcontractor considers any information required to be submitted pursuant to this section to be proprietary, the subcontractor may submit the Supply Chain Security Information (SCSI) directly to the Contracting Authority. However, it remains the responsibility of the Contractor to ensure that all subcontractor updates to the SCSI are submitted on a timely basis. ***With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to products) may be different and may include factors such as the availability of other subcontractors to complete the work.***
- 5.3.3 Any service levels that are not met due to a transition to a new product or subcontractor required by Canada pursuant to this section will not trigger a Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.

- 5.3.4 If the Contractor becomes aware that any subcontractor is deploying products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority, Procurement Authority, and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2035, Subsection 6(3).
- 5.3.5 Any determination made by Canada will constitute a decision with respect to a specific product or subcontractor and its proposed use under the Contract, and does not mean that the same product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

5.4 Assessment of New Products:

- 5.4.1 During the Contract Period, the Contractor and its subcontractors may deploy “new products” in relation to the Work (i.e., any hardware, software or firmware that was not on the IT Products List approved by Canada as part of the SCSI assessment during the procurement process or in a subsequently approved version of the IT Products List). In that regard:
- 5.4.1.1 The Contractor must revise its IT Products List **at least once every 3 calendar months** to show all changes made to existing products (e.g., firmware upgrades), as well as all deletions and additions to the list that affect the Work (including products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during a 3-calendar month period, the Contractor must advise the Contracting Authority, Procurement Authority, and Technical Authority in writing that the existing list is unchanged.
 - 5.4.1.2 The Contractor must also revise its list of subcontractors if the subcontractors performing any part of the Work change during the Contract Period.
 - 5.4.1.3 The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority, Procurement Authority, and Technical Authority with updates regarding upcoming new products that it anticipates deploying on its network (for example, as it develops its “technology roadmap” or similar plans). This will allow Canada to assess those products in advance so that any security concerns can be identified prior to the products being deployed in connection with the Work. Canada will endeavour to assess proposed new products within 30 calendar days, although lengthier lists of products may take additional time.
 - 5.4.1.4 Canada reserves the right to conduct a complete, independent security assessment of all new products. The Contractor must, if requested by the Contracting Authority, Procurement Authority, or Technical Authority provide any information that Canada requires to perform its assessment.
 - 5.4.1.5 Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new product.

5.5 Identification of New Security Vulnerabilities in Products already approved by Canada:

- 5.5.1 The Contractor must provide to Contracting Authority, Procurement Authority, and Technical Authority timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any hardware, software or firmware used to deliver Work that would allow an unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.

- 5.5.2 The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified and, that being the case, new security vulnerabilities may be identified in products that have already been the subject of an SCSi assessment and approved by Canada, either during the procurement process or later during the Contract Period.

5.6 Addressing Security Concerns

- 5.6.1 If Canada notifies the Contractor of security concerns regarding a product that has not yet been deployed, the Contractor agrees not to deploy it in connection with the Work without the consent of the Contracting Authority, Procurement Authority, and Technical Authority.
- 5.6.1 At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a product that is being used in the Contractor's solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:
- 5.6.1.1 provide Contracting Authority, Procurement Authority, and Technical Authority with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
 - 5.6.1.2 if requested by the Contracting Authority, Procurement Authority, or Technical Authority propose a mitigation plan (including a schedule), within 10 FGWDs, such as migration to an alternative product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
 - 5.6.1.3 implement the mitigation plan approved by the Technical Authority.

This process applies both to new products and to products that were already approved pursuant to an SCSi assessment by Canada, but for which new security vulnerabilities have since been identified.

- 5.6.3 Despite the previous subsection, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Contracting Authority, Procurement Authority, or Technical Authority may require that the Contractor immediately cease deploying the identified product(s) in the Work. For products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority Procurement Authority, or Technical Authority) the product(s) from the Work according to a schedule determined by Canada. However, prior to making a final determination in this regard, Canada will provide the Contractor with the opportunity to make representations within 48 hours of receiving notice from the Contracting Authority, Procurement Authority, or Technical Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

5.7 Cost Implications:

- 5.7.1 Any cost implications related to a demand by Canada to cease deploying or to remove a particular product or products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Contract Amendment. However, despite any such negotiations, the Contractor must cease deploying and/or remove the product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:

- 5.7.1.1 with respect to products already approved by Canada pursuant to an SCSI assessment for the Work, evidence from the Contractor of how long it has owned the product;
 - 5.7.1.2 with respect to new products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new product in connection with the Work;
 - 5.7.1.3 evidence from the Contractor of how much it paid for the product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that product;
 - 5.7.1.4 the normal useful life of the product;
 - 5.7.1.5 any “end of life” or other announcements from the manufacturer of the product indicating that the product is or will no longer be supported;
 - 5.7.1.6 the normal useful life of the proposed replacement product;
 - 5.7.1.7 the time remaining in the Contract Period;
 - 5.7.1.8 whether or not the existing product or the replacement product is or will be used exclusively for Canada or whether the product is also used to provide services to other customers of the Contractor or its subcontractors;
 - 5.7.1.9 whether or not the product being replaced can be redeployed to other customers;
 - 5.7.1.10 any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;
 - 5.7.1.11 any developments costs required for the Contractor to integrate the replacement products into the Service Portal, operations, administration and management systems, if the replacement products are products not otherwise deployed anywhere in connection with the Work; and
 - 5.7.1.12 the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.
- 5.7.2 Additionally, if requested by the Contracting Authority, Procurement Authority, or Technical Authority the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this section has been completed. The cost break down must contain an itemized list of all applicable cost elements related to the work required by the Contracting Authority, Procurement Authority, or Technical Authority and must be signed and certified as accurate by the Contractor’s most senior financial officer, unless stated otherwise in writing by the Contracting Authority, Procurement Authority, or Technical Authority. Canada must consider the supporting information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada’s requirement to cease deploying or to remove a particular product or products.
- 5.7.3 Despite the other provisions of this section, if the Contractor or any of its subcontractors deploys new products that Canada has already indicated to the Contractor are the subject of security concerns in the context of the Work, Canada may require that the Contractor or any of its subcontractors immediately cease deploying or remove that product. In such cases, any costs associated with complying with Canada’s requirement will be borne by the Contractor and/or subcontractor, as negotiated between them. Canada will not be responsible for any such costs.

5.8 Origin of Goods and Services

- 5.8.1 CANADA PROTECTED / CLASSIFIED information/assets, including all goods supplied under the Contract must originate only from Canada or any country that has entered into an international bilateral security instrument with Canada. The Contractor may request exceptions to this requirement by requesting the exception in the documentation it provides under the Supply Chain Integrity Process provided for in the Contract. Such request must be distinct from the reporting and other documents to be supplied by the Contractor under the Supply Chain Integrity Process, must clearly identify the exception, and must specify that the Contractor is seeking Canada's written consent. All exceptions are subject to the prior written consent of Canada, in its discretion, and subject to such conditions as Canada may specify in writing. The Contractor may implement such exception only if and after Canada's written consent is given.
- 5.8.2 For more on international bilateral security instruments, see <https://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html#s9>. For details on the PSPC Contract Security Program (CSP), see <https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>.
- 5.8.3 Laws of Canada apply to determine origin for the purposes above, including, in particular, the Customs Tariff (S.C. 1997, c. 36), as amended, and regulations made pursuant thereto. Goods must be marked, in accordance with the Customs Tariff and regulations, so as to indicate their country of origin.
- 5.8.4 The Contractor must provide, upon request from the Contracting Authority, documentation clearly demonstrating compliance with the above requirements. Failure to provide this documentation and demonstrate compliance with this requirement may accordingly result in termination of the Contract for default of the Contractor.

6. 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.

6.1 General Conditions

[2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.2 Supplemental General Conditions

6.2.1 The following supplemental General Conditions apply to and form part of the Contract:

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;

4002 (2010-08-16) Software Development or Modification Services;

4003 (2010-08-16) Licensed Software;

4004 (2013-04-25) Maintenance and Support Services for Licensed Software;

4007 (2022-12-01) Canada to Own Intellectual Property Rights in Foreground Information; and

4012 (2012-07-16) Goods - High Complexity.

6.2.2 Section 01 entitled Condition of Material of Supplemental General Conditions 4012 is amended by deleting section 01 in its entirety and replacing it with the following:

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the date of the Task Authorization.

6.2.3 All other provisions of the Supplemental General Conditions 4012 remain in effect.

7. Term of Contract

7.1 Period of the Contract

7.1.1 The period of the Contract is from _____ to _____ inclusive. *(Date to be filled in at Contract award)*

7.1.2 In this Contract, Period of the Contract is defined below:

Firm Period

Year 1 (Y1)	xx September 2023 to 31 October 2024
Year 2 (Y2)	01 November 2024 to 31 October 2025
Year 3 (Y3)	01 November 2025 to 31 October 2026
Year 4 (Y4)	01 November 2026 to 31 October 2027
Year 5 (Y5)	01 November 2027 to 31 October 2028
Year 6 (Y6)	01 November 2028 to 31 October 2029

Option Periods

Option Period 1 (OP1)	01 November 2029 to 31 October 2031
Option Period 2 (OP2)	01 November 2031 to 31 October 2033
Option Period 3 (OP3)	01 November 2033 to 31 October 2035

Transition Periods

Transition Period 1 (TP1)	01 November 2035 to 30 April 2036
Transition Period 2 (TP2)	01 May 2036 to 31 October 2036

(The above dates will be finalized at the time of contract award)

7.2 Ramp-Up Period

7.2.1 The current interim contract for this requirement is set to expire on 18 October 2023. The Ramp-up Period shall begin on the date of contract award which could be before the current contract's expiry date.

7.2.2 From the date of contract award, the Contractor must start preparing to be fully equipped to start delivering the Core Work as defined in the Statement of Work.

7.2.3 As identified in its Project Management Plan (PMP), the Contractor should have its CWP ready to carry out the Core Work effective 18 October 2023. In the event, this date is required to be postponed, the Contracting Authority will provide notice to the contractor in advance, where possible.

7.3 Delivery Date and Delivery Point

7.3.1 The Contractor must deliver the Work throughout the contract period.

7.3.2 The delivery of authorized AWRs must be in accordance with the delivery dates and location specified in the respective DND 626 - Task Authorizations.

7.4 Option to Extend the Contract

- 7.4.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract as stated above 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.
- 7.4.2 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 contract amendment.

7.5 Transition Period

- 7.5.1 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 two (2) periods of six (6) months each 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.
- 7.5.2 The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor any time before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.
- 7.5.3 No new work may be authorized via the AWR process during the Transition Period.
- 7.5.4 The Contractor must start preparing for the transition period to handover contractual responsibilities to the incoming contractor at least six (6) months in advance. The Contractor must complete hand over during the transition period/s and ensure that all Canada owned Intellectual Property (IP) and Foreground Information are gathered as part of the close-out activities, upon the award of the new contract. This means that upon the announcement of the winning bidder, the Contractor must begin the transition activities and start handing over responsibilities to the incoming contractor. The Contractor must ensure that the handover must be smooth such that no excessive efforts will be required for both companies to work collaboratively to enable a seamless transition.
- 7.5.5 The Contractor must make its dedicated personnel available that have the change management knowledge and experience to manage the transition effectively. The Contractor must handover the Canada owned IP and Foreground Information that must be taken over by the incoming contractor upon the new contract is awarded. This must include all necessary information for the work that has undergone, but not limited to Foreground IP, Background IP, Engineering documents, Source code, Reference environments and Government Furnished Equipment (GFE), Government Supplied Material (GSM), and Government Furnished Information (GFI).

8. Authorities

8.1 Contracting Authority

The Contracting Authority for the Contract is:

To be filled in at Contract Award.

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

8.2 Technical Authority

The Technical Authority for the Contract is:

To be filled in at Contract Award.

The Technical Authority named above 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.

8.3 Procurement Authority

The Procurement Authority for the Contract is:

To be filled in at Contract Award.

The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

8.4 Industrial Technical Benefits Authority

To be filled in at Contract Award.

8.5 Contractor's Representative

To be filled in at Contract Award.

9. Proactive Disclosure of Contracts with Former Public Servants

- 9.1 By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

10. Payment**10.1 Basis of Payment**

- 10.1.1 In consideration of the Contractor satisfactorily completing its obligations under this Contract, the Contractor will be paid in accordance with Annex B – Basis of Payment.
- 10.1.2 For the fixed price portion of the Work only, 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.
- 10.1.3 The following terms shall apply:

Incoterms® 2010	Delivery Duty Paid (DDP)
Canadian Customs and Duties	Included
Applicable Taxes	Excluded

10.2 Payment for Ramp-up Period and Transition Period

10.2.1 The Contractor will be paid in accordance with the Annex B – Basis of Payment.

10.3 Payment for Core Work

10.3.1 The Contractor will be paid in accordance with the Annex B – Basis of Payment.

10.4 Payment for Additional Work Requirements

10.4.1 The Contractor will be paid in accordance with the Annex B – Basis of Payment.

10.4.2 Canada will pay the Contractor upon completion, delivery and acceptance of all the Work, or portions thereof, as specified under the Task Authorization of the Contract if:

10.4.2.1 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,

10.4.2.2 all such documents have been verified by Canada; and

10.4.2.3 the Work delivered has been accepted by Canada.

10.5 Holdback

10.5.1 The AWRs, excluding Goods and Training procurements, will be subject to 5% holdback.

10.5.2 Each task will be first evaluated by the Technical Authority to determine if the Holdback will apply.

10.5.3 Any task that will generate Intellectual Property and/or Source Code must be considered for a holdback.

10.5.4 The Technical Authority's decision will be final, and the decision will clearly be articulated in DND Form 626 at the time of Task Authorization.

10.6 Economic Price Adjustment

10.6.1 For Option Periods including any subsequent years, if exercised, the Contractor will be paid the annually adjusted prices and rates adjusted in accordance with the Economic Price Adjustment (EPA) methodology in accordance with the Annex B – Basis of Payment.

10.6.2 Prices and Rates for the following will be adjusted:

10.6.2.1 Fixed Monthly Fees for Core Management Work and Core Engineering Management Work.

10.6.2.2 Hourly Labour Rates for Additional Work Requirements.

10.6.3 The Canadian Consumer Price Index shall be used to determine the adjusted Labour Rates and Prices. The calculation for the adjusted rates and prices will be based on the Consumer Price Index (CPI) monthly, not seasonally adjusted for "All items" as per the latest available Table: 18-10-0004-13 published by Statistics Canada.

10.6.4 Labour Rates and the Prices for the Option Periods will be incorporated in Annex B - Basis of Payment prior to exercising the options. In the event that the Labour Rates and Prices could not be finalized in time, last year's rates and prices will continue to apply as an interim basis subject to adjustment upon completion of the annual rate between PSPC and the contractor for each Option Period.

10.7 Additional Labour Categories

- 10.7.1 Additional fully-loaded Hourly Labour Rates for Labour Categories for AWR that are not identified in the contract will be negotiated on “as and when required” basis by the Contracting Authority.
- 10.7.2 The fixed fully loaded Hourly Labour Rates must be fair and reasonable. At Canada's request, the Contractor will be asked to demonstrate that the rates are not in excess of the lowest rate charged anyone else, including the Bidder's most favored customer, for the like quality and quantity of the services. Canada, at its sole discretion, may request any other supporting documentation. Canada also reserves the right to require the submission of a detailed rate breakdown from the Contractor and apply Contract Cost Principles 1031-2 and the PWGSC departmental Profit Policy in effect at the time.
- 10.7.3 The rates will only apply to the AWR for which they were negotiated unless incorporated into the Contract through a formal Contract amendment issued by the Contracting Authority

10.8 Work not performed due to Inaccessibility of Government offices and/or Sites

- 10.8.1 Where the Contractor, its employees, subcontractors, or agents are providing goods and/or 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.
- 10.8.2 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.

11. Limitation of Expenditure

- 11.1 Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra. Due to AWRs, the Limitation of Expenditure figure will continuously evolve during the contract period and the total estimated cost of the Contract will not be finalized until closer to contract end date.
- 11.2 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.
- 11.3 The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- 11.3.1 when it is 75% committed, or
- 11.3.2 four months before the contract expiry date, or
- 11.3.3 as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 11.4 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

12. Method of Payment

The amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required if the Work has been accepted by Canada and a final claim for the payment is submitted. One or more of the methods of payment options below will be used in the Contract. The eligible methods of payment include:

12.1 Milestone Payments

12.1.1 At the time of task authorization, Canada may decide to make milestone payments in accordance with the Schedule of Milestones detailed in the task and the payment provisions of the Contract, up to 95 percent of the amount claimed and approved by Canada if:

12.1.1.1 an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

12.1.1.2 the total amount for all milestone payments paid by Canada does not exceed 95 percent of the total amount to be paid under the Contract task;

12.1.1.3 all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;

12.1.2 All work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

12.1.3 The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

12.2 Progress Payments

12.2.1 Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 95 percent of the amount claimed and approved by Canada if:

12.2.1.1 an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

12.2.1.2 the amount claimed is in accordance with the basis of payment;

12.2.1.3 the total amount for all progress payments paid by Canada does not exceed 95 percent of the total amount to be paid under the Contract; and

12.2.1.4 all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.

12.2.2 The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

12.2.3 Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

12.3 Monthly Payments

12.3.1 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:

12.3.1.1 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;

12.3.1.2 all such documents have been verified by Canada; and

12.3.1.3 the Work performed has been accepted by Canada.

12.4 Holdback Release

12.4.1 All holdback amounts of the AWRs, will be released at the end of every two (2) year period in accordance with milestone schedule below. Each holdback amount will only be released if:

12.4.1.1 all Work and deliverables (including source code, if applicable) have been completed and delivered;

12.4.1.2 the Work and deliverables have been satisfactorily accepted by Canada; and

12.4.1.3 a final claim for the holdback release is submitted.

12.4.2 The Technical Authority and the Procurement Authority may consider releasing the holdback on certain tasks at the time of delivery and acceptance. Regardless of the exception provided in the preceding sentence, the Contractor and the TA must certify to the PA and the CA in writing that the IP and/or Source Code have been transferred to Canada, as applicable, and there are no outstanding matters. Certifications from both the Contractor and the TA must be provided for all AWRs subject to holdback.

12.4.3 The milestones schedule:

Milestone Number	Period
1	Contract Award Date to 31 October 2025
2	01 November 2025 to 31 October 2027
3	01 November 2027 to 31 October 2029
4	01 November 2029 to 31 October 2031
5	01 November 2031 to 31 October 2033
6	01 November 2033 to 31 October 2035
7	01 November 2035 to Contract End Date

13. Invoicing Instructions

13.1 The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

13.2 Each claim must show:

13.2.1 all information required on form [PWGSC-TPSGC 1111](#);

13.2.2 all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;

13.2.3 a list of all expenses;

13.2.4 expenditures plus pro-rated profit or fee; and

13.2.5 the description and value of the milestone claimed as detailed in the Contract.

- 13.3 Each claim must be supported by:
- 13.3.1 a copy of time sheets including the name of resources to support the time claimed;
 - 13.3.2 a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses; and
 - 13.3.3 a copy of the monthly progress report.
- 13.4 Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
- 13.5 The Contractor must prepare and certify the one (1) electronic copy of the claim on form PWGSC-TPSGC 1111 in pdf format, and forward it via email to the Contracting Authority and Procurement Authority identified under the section entitled "Authorities" of the Contract for appropriate certification by the Technical Authority after inspection and acceptance of the Work takes place.
- 13.6 The Contractor must not submit claims until all work identified in the claim is completed.
- 13.7 The Contractor is permitted to submit only one (1) invoice per month.

14. Release Document

- 14.1 The Contractor must prepare the release documents in a current electronic format and distribute them as follows:
- 14.1.1 One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
 - 14.1.2 Two (2) copies with shipment (in a waterproof envelope) to the consignee;
 - 14.1.3 One (1) copy to the Contracting Authority;
 - 14.1.4 One (1) copy to:
 - National Defence Headquarters
 - Mgen George R. Pearkes Building
 - 101 Colonel By Drive
 - Ottawa, ON K1A 0K2
 - Attention: _____
 - 14.1.5 One (1) copy to the Quality Assurance Representative;
 - 14.1.6 One (1) copy to the Contractor; and
 - 14.1.7 For all non-Canadian contractors, one (1) copy to:
 - DQA/Contract Administration
 - National Defence Headquarters
 - Mgen George R. Pearkes Building
 - 101 Colonel By Drive
 - Ottawa, ON K1A 0K2

E-mail: ContractAdmin.DQA@forces.gc.ca.

15. Certifications and Additional Information

15.1 Compliance

15.1.1 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.

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

15.2.1 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 "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

15.3 Inclusion and Diversity Plan Reporting Requirements

15.3.1 The Contractor must submit an annual GBA+ Report to the Contracting Authority within one month after the end of each year. As a minimum, the report must include the following:

- 15.3.1.1 Requirements that have been fulfilled within their GBA+ Plan, which was submitted with the bid submission.
- 15.3.1.2 Specific changes to the status since the last reporting period.
- 15.3.1.3 Explanation and justification of all areas of non-conformance.
- 15.3.1.4 Details as to how the lapses will be fixed in the follow-on year; and
- 15.3.1.5 Details of the on-going initiatives that will be undertaken in the follow-on year.

16. Applicable Laws

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

17. Priority of Documents

17.1 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:

- 17.1.1 the Articles of Agreement, including ITB Terms and Conditions;
- 17.1.2 the General Conditions, 2035 (2022-12-01), Higher complexity – Services;
- 17.1.3 the Supplemental General Conditions, 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;
- 17.1.4 the Supplemental General Conditions, 4002 (2010-08-16), Software Development or Modification Services;
- 17.1.5 the Supplemental General Conditions, 4003 (2010-08-16), Licensed Software;
- 17.1.6 the Supplemental General Conditions, 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;

- 17.1.7 the Supplemental General Conditions, 4007 (2022-12-01) Canada to Own Intellectual Property Rights in Foreground Information;
- 17.1.8 the Supplemental General Conditions, 4012 (2012-07-16) Goods - Higher Complexity;
- 17.1.9 Annex A - Statement of Work;
- 17.1.10 Annex B - Basis of Payment;
- 17.1.11 Annex C - Security Requirements Check List; and
- 17.1.12 the Contractor's bid dated XXX.

Note: In the event of a discrepancy between the English and French documents, the English document will take priority over the French document.

18. Defence Contract

- 18.1 SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

19. Insurance Requirements

- 19.1 The Contractor must comply with the insurance requirements specified in this document. 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.
- 19.2 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.
- 19.3 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 with an A.M. Best Rating no less than "A". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

20. General Insurance Requirements

- 20.1 The Contractor must review the required insurance coverage with Canada on an annual basis to ensure the relevance and appropriateness of coverages and limits.
- 20.2 The Contractor must maintain the required insurance coverage for the duration of the Contract.
- 20.3 Coverage must be placed with a licensed Insurer with an A.M. Best Rating no less than "A".
- 20.4 An insurance certificate evidencing the major terms of the insurance in effect shall be produced annually. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.
- 20.5 Each insurance required hereunder shall have the following characteristics or terms:
 - 20.5.1 The insurance shall provide primary coverage with respect to the operations and activities pertaining to the Contract;
 - 20.5.2 Breach of any term by an insured, an additional insured or any other Person shall not invalidate the insurance with respect to other insureds;

- 20.5.3 The Contractor will provide the Contracting Authority sixty (60) days prior written notice of policy cancellation or any changes to the insurance policy.
- 20.5.4 Any unintentional failure by an insured, an additional insured or any other Persons to provide accurate and complete representations to its insurers as of the inception of insurance policies will not invalidate the insurance with respect to the Contracting Authority and,
- 20.5.5 Any coverage written on a claims-made basis shall include provision for 24 months extended reporting period in the event of termination of the Contract for any reason, including its expiration.
- 20.6 Any requirement for an insurance specified herein may be waived by Canada, at its sole and reasonable discretion, upon request by the Contractor for such waiver, accompanied by acceptable evidence of other financial resources available to the Contractor in an amount commensurate with the amount of insurance otherwise required.

21. Commercial General Liability Insurance

- 21.1 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 \$50,000,000 per accident or occurrence and in the annual aggregate. The required limits can be obtained through the use of excess or umbrella liability insurance acting excess of, and follow form to, a primary Commercial General Liability Insurance.
- 21.2 The Commercial General Liability policy must include the following:
- 21.2.1 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.
- 21.2.2 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 complete Contractor.
- 21.2.3 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.
- 21.2.4 Cross Liability/Separation of Insureds: 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.
- 21.2.5 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.
- 21.2.6 Employees, sub-contractors, consultants and, if applicable, Volunteers participating in the provision of service to Canada must be covered under this policy.
- 21.2.7 Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
- 21.2.8 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.

- 21.2.9 Notice of Cancellation: The Contractor will provide the Contracting Authority sixty (60) days prior written notice of policy cancellation or any changes to the insurance policy.
- 21.2.10 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 24 months after the completion or termination of the Contract.
- 21.2.11 Owners' or Contractors' Protective Liability, for damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor of the Contractor.
- 21.2.12 Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- 21.2.13 Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

- 21.3 A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

22. Errors and Omissions (E&O) Liability Insurance

- 22.1 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 \$10,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 22.2 The policy or policies must cover liability arising out of error or omission in the rendering of, or failure to render, services in connection with the Contract.

- 22.3 Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in the Contract and must include, third-party claims involving infringement of intellectual property, (including infringement of copyright, trademark).
- 22.4 To the extent not provided under the Cyber Security and Privacy Liability Insurance described below, coverage should be provided under the Errors and Omissions Liability Insurance for invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information and network security.
- 22.5 The policy or policies must include an extended discovery and reporting period of not less than 24 months in the event of cancellation, termination or non-renewal of the policy or termination of the Contract for any reason, including its expiration.
- 22.6 Notice of Cancellation: The Contractor will provide the Contracting Authority sixty (60) days prior written notice of policy cancellation or any changes to the insurance policy.
- 22.7 The Contractor's sub-consultants and consultants involved in the Contract must be added as Additional Insureds, but only with respect to operations directly connected to the Contract.

23. Cyber Security and Privacy Liability Insurance

- 23.1 The Contractor must obtain Cyber Security and Privacy Liability insurance, and maintain it in force throughout the duration of the Contract period, in the amount of not less than \$25,000,000 per claim and in the annual aggregate.
- 23.2 The policy or policies must include, at a minimum, each of the following components: network security, privacy liability, network business interruption, media liability and errors and omissions.
- 23.3 The policy or policies must at a minimum provide coverage in the event of a failure to protect confidential information, which results in an identity theft or other wrongful emulation of the identity of an individual or corporation, failure or violation of the security of a computer system including, without limitation, that which results in or fails to mitigate any unauthorized access, unauthorized use, denial of service attack or receipt or transmission of a malicious code, data breach, privacy breach, system security breach, extortion, network impairment or electronic theft.
- 23.4 **Coverage must include:**
- 23.4.1 "First Party Cover", providing coverage which includes, but is not limited to, defence and legal costs, claim avoidance costs, notification and communications costs, data and restoration costs, investigation costs, cost of regulatory proceedings, penalties and fines, and the cost of credit protection and crisis management services.
- 23.4.2 "Third Party Cover", providing coverage for liabilities arising from an event, including judgements and settlements.
- 23.4.3 "Extra Expense", providing coverage addressing extra expenses incurred in order to continue as nearly practicable the normal conduct of the Insured's business following insured events.
- 23.5 **Notice of Cancellation:**
- 23.5.1 The Contractor will provide the Contracting Authority sixty (60) days prior written notice of policy cancellation or any changes to the insurance policy.

- 23.6 The Contractor's sub-consultants and consultants involved in the Contract shall be added as Additional Insureds, but only with respect to operations directly connected to the Contract.

24. Environmental Impairment Liability Insurance

- 24.1 The Contractor must obtain Pollution Legal Liability - Fixed Site Coverage 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 accident or occurrence and in the annual aggregate.
- 24.2 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.
- 24.3 The Pollution Legal Liability - Fixed Site Coverage policy must include the following:
- 24.3.1 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- 24.3.2 Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- 24.3.3 Separation of Insureds: 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.
- 24.3.4 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.
- 24.3.5 Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
- 24.3.6 Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

- 24.4 A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against

it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

25. Limitation of Liability – Information Management/ Information Technology

25.1 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 section, even if it has been made aware of the potential for those damages.

25.2 First Party Liability:

25.2.1 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:

25.2.1.1 any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";

25.2.1.2 physical injury, including death.

25.2.1.3 The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.

25.2.1.4 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.

25.2.1.5 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 25.2.1.1 above.

25.3 The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:

25.3.1 any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and

25.3.2 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 (ii) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" and shown on each call-up, authorized task, purchase order or

other document used to order goods or services under this instrument), or \$_____ (To be filled in at Contract award)

- 25.3.3 In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract.

Note: The Total Estimated Cost will continue to evolve throughout the Contract period, thus the claim will be based on the actual Total Estimated Cost at the point in time when it is made.

- 25.4 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 back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

25.5 Third Party Claims:

- 25.5.1 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.
- 25.5.2 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 (a), 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.
- 25.5.3 The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

26. Additional SACC Manual Clauses

26.1	1031-2	(2012-07-16)	Contract Cost Principles
26.2	A9016C	(2014-06-26)	Hazardous Waste Disposal - Specific Requirements
26.3	A9019C	(2011-05-16)	Hazardous Waste Disposal
26.4	A9039C	(2008-05-12)	Salvage
26.5	A9062C	(2011-05-16)	Canadian Forces Site Regulations
26.6	A9065C	(2006-06-16)	Identification Badge
26.7	A9131C	(2020-11-19)	Controlled Goods Program.
26.8	A9117C	(2007-11-30)	T1204 - Direct Request by Customer Department
26.9	B1505C	(2016-01-28)	Shipment of Dangerous Goods/Hazardous Products
26.10	B4059C	(2008-05-12)	Government Supplied Technical Documents
26.11	B4060C	(2011-05-16)	Controlled Goods
26.12	B6802C	(2007-11-30)	Government Property
26.13	B7500C	(2006-06-16)	Excess Goods
26.14	C0705C	(2010-01-11)	Discretionary Audit
26.15	C0711C	(2008-05-12)	Time Verification

26.16	C2801C	(2022-03-29)	Priority Rating: Canadian-based contractors
26.17	D2000C	(2007-11-30)	Marking
26.18	D2001C	(2007-11-30)	Labeling
26.19	D2025C	(2017-08-17)	Wood Packaging Materials
26.20	D0050C	(2007-05-25)	End User Certificate
26.21	D3010C	(2016-01-28)	Delivery of Dangerous Goods/Hazardous Products
26.22	D3014C	(2007-11-30)	Transportation of Dangerous Goods/Hazardous Products
26.23	D3015C	(2014-09-25)	Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance
26.24	D5510C	(2022-05-12)	Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor
26.25	D5540C	(2021-05-20)	ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q)
26.26	D5545C	(2019-05-30)	ISO 9001:2015 - Quality Management Systems - Requirements (Quality Assurance Code C)
26.27	D5606C	(2017-11-28)	Release Documents (Department of National Defence) - Canadian-based Contractor
26.28	D6010C	(2007-11-30)	Palletization
26.29	D9002C	(2007-11-30)	Incomplete Assemblies

27. Electrical Equipment

- 27.1 All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code (<http://www.csa.ca/cm/ca/en/normes/produits/electricite>), Part 1, National Electrical Code or equivalent, before delivery, by a certification organization accredited by the Standards Council of Canada, American National Standard Institute (ANSI) or equivalent.

28. Relational Collaborative Approach between all Parties

- 28.1 Following contract award, PSPC, DND, the Contractor and other DND designated contractors, as applicable, will develop a working arrangement to and define expectations for how they will function together and enhance their self-organization process. This agreed upon working arrangement must be followed by all parties.
- 28.2 Following contract award, PSPC, DND, the Contractor and other DND designated contractors will convene to discuss the agile approach that will balance the creation of a collaborative culture, that allows for continuous solution delivery and will embrace change, with the provision of value for money for Canada on continuous basis by applying effective oversight over the work being undertaken, performed and delivered. It is acknowledged that all parties must work together and take a shared responsibility for success of each authorized task.
- 28.3 In order to reach the desired outcome, Canada may also incorporate the Contractor's expertise in delivering work, using an agile methodology in an integrated manner that will depend upon the following principles, which all parties must support:
- 28.3.1 Team members and their interactions over processes and tools.
 - 28.3.2 Working products over comprehensive documentation.
 - 28.3.3 DND, PSPC and Contractor collaboration.
 - 28.3.4 Flexibility and adaptability.
 - 28.3.5 Transparency to establish value for money for Canada on a continuous basis.

29. Confirmation of Contract Award

- 29.1 The Contractor was notified of contract award by _____ (*insert "e-mail" or "telephone", as applicable*) on _____ (*insert date*). The Work specified in the notice, if any, must not be duplicated.

30. Dispute Resolution

- 30.1 The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- 30.2 The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise. The following procedures for the settlement of any disputes which may arise throughout the life of this Contract shall prevail:
- 30.3 Disputes arising from this Contract will in the first instance be resolved by the Contracting Authority and the Contractor's Contract Administrator within fifteen (15) working days or such additional time as may be agreed to by both parties.
- 30.4 Failing resolution under (30.3) above, the Manager, Defence Communications Major Projects and Sustainment Division, Electronics, Munitions and Tactical Systems Procurement Directorate (EMTSPD), Land and Aerospace Equipment Procurement and Support Sector (LAEPSS) and the Contractor's Representative Supervisor will attempt to resolve the dispute within an additional fifteen (15) working days.
- 30.5 Failing resolution under (30.4), the Senior Director of LAEPSS and the Contractor's equivalent Senior Management will attempt to resolve the dispute within an additional thirty (30) working days.

31. Notice of Labour Disputes

- 31.1 Whenever the Contractor, or any sub-contractor hereunder has knowledge that an actual or potential labour dispute is delaying or threatens to delay the timely performance of any resultant contract, the Contractor or any such sub-contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contract Authority.

32. Non-Disclosure Requirement

- 32.1 The Contractor acknowledges and understands the Contract contains information that is sensitive and must be held in confidence without disclosure, except to those individuals who have a need to know solely for the purpose of performing the Contract. By accepting the Contract the Contractor certifies that it will not communicate in any way the existence of the Contract, any of its contents or any related information to anyone, internal or external to the Government of Canada, other than the designated Government of Canada Contracting, Technical or Procurement Authority representatives, its employees who need to know, or persons who have agreed in writing to be bound by the same restrictions of use and disclosure as stated in the Contract and who are also in possession of any required CISC security clearance or any required Controlled Goods Program registration. The Contractor further certifies that it has put in place and will maintain all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to protect such information. A breach of this non-disclosure requirement is a default under the General Conditions. Such breach may also be subject to action pursuant to Canada's Vendor Performance Corrective Measures Policy, the Code of Conduct for Procurement, or other applicable policies.

PART 7B - INDUSTRIAL AND TECHNOLOGICAL BENEFITS (ITB) TERMS AND CONDITIONS

See the attached ITB Terms and Conditions document herewith.

ANNEX 1 to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

ANNEX 2 to PART 5 OF THE BID SOLICITATION**ELECTRONIC PAYMENT INSTRUMENTS**

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M).