



Request for Proposal (RFP) under Competitive Method 1 against the Temporary Help Services (THS) for the National Capital Region (NCR) method of supply

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PART A: General information

This requirement is issued by the following department: Department of National Defence (DND)

The RFP reference number for this solicitation is: S5024665

The terms and conditions set out in the [Supply Arrangement for Temporary Help Services in the National Capital Region](#) between the SA holder and Canada, as represented by the Minister of Public Works and Government Services Canada (PWGSC), are hereby incorporated into this document. The SA holder offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the services listed herein and on any attached sheets at the price(s) set out therefore. Responses to a RFP by an SA holder will be considered as an offer to sell.

The 2003, Standard Instructions - Goods or Services - Competitive Requirements, [included in Attachment A](#), apply to and form part of this solicitation.

1. Invitation to bid

Department of National Defence (DND) has a requirement for work that falls under the THS for the NCR supply arrangement. This requirement is open to the following THS for the NCR supply arrangement holders:

- Access Corporate Technologies Inc.
- ALTRUISTIC INFORMATICS CONSULTING INC.
- Cache Computer Consulting Corp.
- IPSS INC.
- MDOS CONSULTING INC.
- OLAV CONSULTING CORP., MOSHWA ABORIGINAL INFORMATION TECHNOLOGY CORPORATION, IN JOINT VENTURE
- Quantum Management Services Limited / Les services de gestion Quantum Limitée
- Talencity Inc.
- Tech4soft Inc.
- TECHNOLOGIES CYSCA INC. / CYSCA TECHNOLOGIES INC.
- TechWind Inc.

The name and co-ordinates of the contracting authority can be found in Part D: Resulting contract clauses.

2. Bid response due date and time

Responses to this solicitation are to be sent by email to the following email address: CFSGO-GTemporaryHelp-GSFCO-Gdaidetemporaire@forces.gc.ca

Responses must be sent no later than the following date : 01 August 2024

Responses must be sent no later than the following time : 1:00PM ET

Bidders must direct all enquiries to the email address above. A "Bidder's response form" is included in Part E of this document.

PART B: Requirement

1. Statement of work

The work to be undertaken is indicated below and in the Statement of Work at Annex A in Part D.

2. Estimated contract period

The estimated contract period will be from **12 August 2024 to 11 July 2025**

The contract length will be for **48 weeks.**

3. Resource required

The following table is to identify the requirement by providing the service category, their level of expertise, their need to be bilingual or not, number of references* Interview required or not and the estimated number of hours for the required resource.

Resource required

Category of resource	Level of expertise	Must the resource be bilingual(Y/N)	Number of References*	Interview Required (Y/N)
Computer Application Support	Senior	No	1	No

Estimated Number of hours	Maximum number of resumes accepted under this requirement
1725	3

***Please provide references who can validate that the information submitted in response to the solicitation is accurate.**

The following table is to identify to the supplier what is the language proficiency needed from the resource.

Language (English Essential, French Essential or Bilingual)	Oral	Comprehension	Written
English Essential	Advanced	Advanced	Advanced

4. Work location

Carling Campus, 60 Moodie Drive, Ottawa, ON – Building 10

5. Travel and Overtime requirements

Is there a travel or Overtime requirement?

No

6. Security requirement

- 6.1 Before award of a contract, the following conditions must be met:
- (a) the bidder must hold a valid organization security clearance as indicated in Annex C;
 - (b) the bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Annex C;
 - (c) the bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Annex C, if a document safeguarding requirement is indicated;
 - (e) the bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding, if a document safeguarding requirement is indicated;
- 6.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the contracting authority.
- 6.3 For additional information on security requirements, bidders should refer to the [Contract Security Program](#).

7. Use of individual protective equipment and Occupational Health and Safety (OHS) guideline(s)

- 7.1 The following individual protective piece(s) of equipment is/are required while working on site:
- Face covering mask if required..

It is the bidder's responsibility to include the cost associated with the provision of personal protective equipment for its resources in their all-inclusive hourly rates for the duration of the contract.

PART C: Basis of selection

1. Basis of selection method

Right-fit

To be declared responsive, a bid must:

- i. comply with all the requirements of the RFP;
- ii. include a total bid price below \$400,000.00 CDN (travel and living expenses, and applicable taxes included);
- iii. meet all minimum mandatory criteria for the THS category identified in Part B;
- iv. meet the additional mandatory criteria included below, if any are identified; and,
- v. include pricing that falls within a band between -20% and +20% of the median total hourly rate when 3 or more bids received by Canada are responsive to the mandatory technical criteria in ii and iii. When only 2 bids are responsive to the mandatory technical criteria, the higher priced bid may be selected if its price is within 25% of the lowest priced bid.

Bids not meeting (i) or (ii) or (iii) or (iv) or (v) will be declared non-responsive. [Minimum mandatory criteria](#) for THS categories can be found on the [THS for the NCR website](#).

Additional mandatory criteria

Number	Additional mandatory criteria (maximum of two (2) extra)	Cross reference to proposal [bidder to insert]
M1	Must clearly demonstrate 5 years of experience within the past 10 years as a developer or solution architect on the ServiceNow platform (either on-premise or SaaS) and must be able to demonstrate knowledge and expertise of the Application Portfolio Management (APM) and Business Continuity Management (BCM) modules. Tasks performed should include: <ol style="list-style-type: none"> A. Configuring workflows, forms, lists, UI policies, business rules, and client scripts. B. Building reports, dashboards and analytics. C. Configuring and managing data sources, data imports, data exports, data transformations, and data policies. 	<i>bidder to insert</i>
M2	Possess a valid/active ServiceNow certification.	<i>bidder to insert</i>

**Security Requirement:

Number	Security Requirement as per the SRCL Form in Annex C	Comments
1	The bidder must hold a valid Secret organization security clearance as indicated in Annex C.	<i>Fill out the Security Clearance Form attached</i>

The bidder must clearly demonstrate how they meet each mandatory criteria. Bidders are advised that only listing experience without providing any supporting information or reusing the same wording as the RFP, will not be considered “demonstrated” for the purpose of this evaluation.

For each resume submitted, the bidder must ensure that:

- the proposed individual's name is clearly indicated
- the resume clearly states where, when and how the stated qualifications/experience of the individual were acquired, including contact information of a reference that can confirm the information provided
- the resume clearly demonstrates duties and relevance to the requirements

Furthermore, bidders are also advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project, will only be counted once.

If requested by the Contracting Authority, the Bidder must provide references for Canada to validate the information in the proposed resource résumé.

Canada retains the right to conduct interviews with the resource to confirm submitted information and assess availability.

In the event that the provided information is found to be invalid, Canada reserves the right to declare the bid non-compliant.

Right-fit justifications allowed to select the proper resource

Department of National Defence (DND) will select the successful bid on basis of right-fit from among the responsive bids. One or more justification(s) from amongst any of the justification(s) below will be used to determine the successful bidder in terms of meeting the right-fit basis of selection:

- Specialized education which will improve the quality of services to be provided
- Additional certifications which will improve the quality of services to be provided
- Additional experience which will improve the quality of services to be provided
- Knowledge of relevant government policies or procedures which will improve the quality of services to be provided
- Better proficiency in one or both official languages which will improve the quality of the services to be provided

Interviews may be administered to select the best resource from among the bids determined as responsive according to the rules above.

The responsive bid determined to correspond to one or more of the right fit justification(s) will be selected for award of a contract.

1.1 Example of basis of selection – Right-fit

Category	Bid A	Bid B	Bid C	Bid D	Median price	Lowest price
Data entry clerk, Jr	\$ 25.00	\$ 21.87	\$ 18.00	\$ 26.00	\$ 23.44	\$ 18.00

The median price is calculated as follows:

Order the bids from lowest to highest: **\$18, \$21.87, \$25, and \$26**

The median price = $\{(n + 1) \div 2\}$, where “n” is the number of bids = $\{(4+1) \div 2\} = 2.5$

\$21.87 is in the 2nd position and \$25 is in the 3rd position, so 2.5 is the price halfway between these = **\$23.44.**

Category	Lower median limit (-20%)	Upper median limit (+20%)	Within median band	Lowest price +25%	Within 25% band
Data Entry Clerk, Jr	\$ 18.75	\$ 28.12	A,B,D	\$ 22.50	B and C

Ineffective median band situation (All compliant bids fall outside of the median band):

When and only when three (3) or more compliant bids result in a median band that excludes all bidders, Canada may, but will have no obligation to, either cancel the request for proposal and re-solicit or decide to select a bidder among all otherwise compliant bids using one or more of the five right fit justification(s).

In addition, Canada may, but will have no obligation to, require price support information. If Canada requests price support, the bidder must provide at a minimum 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 the National Capital Region.

2. In the case of an identical resource or identical resources proposed by more than one bidder

Following validation of the consent or proof of employment, if the successful bidder's proposed resource withdraws or becomes unable to provide the services before the contract award, the resource will no longer be considered from any other bidder who offered that same resource for the performance of the contract.

3. Replacement of a resource prior to contract award

If the successful bidder's proposed resource recommended for the contract award withdraws and/or becomes unable to provide its services for the performance of the contract, at any time between the closing date and time of the RFP and the award of the contract, the bidder must immediately inform the contracting authority of the reason for the replacement.

Canada reserves the right to move to the next compliant bidder if the proposed resource recommended for the contract award withdraws and/or becomes unable to provide its services for the performance of the contract. If the contracting authority opts to allow for a replacement instead of progressing to the next compliant bidder, the successful bidder is required to propose, at the same hourly rate specified in its bid, a replacement who must:

- 1- Meet all mandatory requirements outlined in the RFP;
- 2- Obtain, at minimum, the same score under the point-rated criteria, if applicable;
- 3- Holds, at minimum, the same qualifications and experiences of the originally proposed resource.

Upon request by the contracting authority and within the time allowed (minimum of one business day), the bidder must provide the necessary information to allow assessment of the replacement, including but not limited to, its name, qualifications and experience. Failure to respond to the request will result in the bid being declared non-responsive.

4. Bid challenge and recourse mechanisms

Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.



Canada encourages suppliers to first bring their concerns to the attention of the contracting authority. Canada's [Canada Buys](#) website, under the heading "" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

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

PART D: Resulting contract clauses

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

1.0 Statement of work

The contractor must perform the work in accordance with the Statement of work at Annex A.

2.0 General conditions

2010B General conditions: Professional services, [included in Appendix 1 below](#), apply to and form part of the contract.

3.0 THS resulting contract clauses

The resulting contract clauses enumerated in the contractor's THS for the NCR [Supply Arrangement](#) apply to and form part of the contract.

4.0 Security requirement

Security requirement for Canadian supplier: Public Works and Government Services Canada (PWGSC) file #S5024665 Common-professional services security requirement check list #19

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid facility security clearance at the level of **secret**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
2. The contractor/offeror personnel requiring access to **protected/classified** information, assets or sensitive work site(s) must **each** hold a valid personnel security screening at the level of **reliability status or secret** as required, granted or approved by the CSP, PWGSC
3. The contractor/offeror **must not** remove any **protected/classified** information from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
5. The contractor/offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C
 - b. Contract Security Manual (latest edition)

4.1 Use of individual protective equipment and occupational health and safety guideline(s)

The contractor warrants that its resources will follow at all times the Occupational Health and Safety (OHS) guidelines in force in the workplace during the contract period. Canada reserves the right to modify the OHS guideline, if required, to include any future recommendations proposed by the Public Health Agencies.

5.0 Term of contract

5.1 Period of contract

[To be inserted at contract award]

5.2 Maximum duration of contracts

A contract awarded under the THS for the NCR supply arrangement must not exceed 48 consecutive weeks including all absences.

On an exceptional basis only, a contract may be amended to extend the duration of an assignment period up to a maximum of 24 consecutive weeks beyond the limit of 48 consecutive weeks. The total extended duration must not exceed 72 consecutive weeks.

Extensions past 48 weeks must only be issued on the condition that the following requirements are met:

- i. the duration of the assignment period, including any contract amendments that impact the assignment period, must be more than 40 consecutive weeks;
- ii. the amendment to extend the duration of the assignment period must be issued after the first 40 consecutive weeks of the assignment period; and
- iii. the contracting authority must notify THS for the NCR of the issued amendment by email within 2 business days of issuing the amendment.

The contractor agrees that, during the extended periods of the contract, it will be paid in accordance with the applicable provisions as set out in Annex B: Basis of payment.

6.0 Authorities

6.1 Contracting authority

The contracting authority for the contract is:

[To be inserted 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.

6.2 Technical authority

The technical authority for the contract is:

[To be inserted at contract award]

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

6.3 Contractor's representative

[To be inserted at contract award]

7.0 Proactive disclosure of contracts with former public servants

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

8.0 Payment

8.1 Basis of payment

The contractor will be paid for the actual hours worked at the firm hourly rates in Annex B: Basis of payment. The contractor will be paid an initial half hour minimum charge calculated from the time the contractor's employee arrives on-site. Customs duties are included and applicable taxes are extra.

8.1.1 Travel and living expenses

Canada will not accept any travel and living expenses incurred by the contractor in the performance of the work, for:

- (i) services provided within the National Capital Region (NCR). The National Capital Region (NCR) is defined in the *National Capital Act (Revised Statutes of Canada)*, 1985, c.N-4, S.2. The *National Capital Act* is available on the Justice website: <https://laws.justice.gc.ca/eng/acts/N-4/>
- (ii) any travel between the contractor's place of business and the NCR.

8.2 Method of payment

Canada will pay the contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the contract if:

- an accurate and complete invoice and any other documents required by the contract have been submitted in accordance with the invoicing instructions provided at 8.2.1 below;
- all such documents have been verified by Canada;
- the work performed has been accepted by Canada.

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

8.3 Auditing

Canada reserves the right to recover amounts and make adjustments to amounts payable to the Contractor where an examination of the Contractor's records has identified amounts allocated to the Contract that are not in accordance with the Contract terms.

Where the results of an examination indicate that an overpayment by Canada has occurred, such overpayment is due and payable on the date indicated in the notice of overpayment.

9.0 Certifications compliance

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

9.1 Compliance with on-site measures, standing orders, policies, and rules

The contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the work is performed.

10.0 Applicable laws

The contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. *[May be revised by contractor before contract award]*

11.0 Priority of documents

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

1. The Articles of Agreement;
2. the THS for the NCR supply arrangement (SA) [resulting contract clauses](#);
3. 2010B General conditions: Professional services, included in Appendix 1 below;
4. Annex A: Statement of work;
5. Annex B: Basis of payment;
6. the Security Requirements Check List at Annex C; (if applicable)
7. the contractor's bid dated _____. [*To be inserted at contract award*]

12.0 Discretionary audit - non-commercial goods and services

The estimated amount of profit included in the contractor's price or rate certification is subject to audit by Canada, before or after payment is made to the contractor under the conditions of the contract. The purpose of the audit would be to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the contractor on a series of negotiated firm price and fixed-time rate contracts performed during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).

If the audit demonstrates that the actual profit is not reasonable and justifiable, as defined above, the contractor must repay Canada the amount found to be in excess.

13.0 Foreign nationals (Canadian contractor)

The contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the contract. If the contractor wishes to hire a foreign national to work in Canada to fulfill the contract, the contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

14.0 Dispute resolution

- (a) The parties agree to maintain open and honest communication about the work throughout and after the performance of the contract.
- (b) 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.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada Buys website under the heading "[Following up on a Bid](#)".

15.0 Insurance

The contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the contractor is at its own expense and for its own benefit and protection. It does not release the contractor from or reduce its liability under the contract.

16.0 Defence Production Act



The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.



Appendix 1 – 2010B - General Conditions - Professional Services

<p>01 Interpretation 02 Standard clauses and conditions 03 Powers of Canada 04 Status of the Contractor 05 Conduct of the Work 06 Subcontracts 07 Time of the essence 08 Excusable delay 09 Inspection and acceptance of the Work 10 Invoice submission 11 Taxes 12 Transportation costs 13 Transportation carriers' liability 14 Payment period 15 Interest on overdue accounts 16 Audit 17 Compliance with applicable laws 18 Confidentiality 19 Copyright 20 Government Property 21 Amendment 22 Assignment 23 Suspension of the Work 24 Default by the Contractor 25 Termination for convenience 26 Right of set-off 27 Conflict of Interest and Values and Ethics Codes for the Public Service 28 No bribe or conflict 29 Contingency fees 30 International sanctions 31 Integrity provisions—contract 32 Harassment in the workplace 33 Entire agreement 34 Access to information 35 Code of Conduct for Procurement—contract</p> <p>2010B 01 (2022-12-01) Interpretation</p> <p>In the Contract, unless the context otherwise requires:</p> <p>"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;</p> <p>"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;</p> <p>"Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;</p> <p>"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;</p> <p>"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;</p> <p>"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;</p> <p>"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;</p> <p>"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;</p> <p>"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;</p> <p>"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;</p> <p>"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)" on page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or</p>	<p>2010B 16 (2022-12-01) Audit</p> <p>To enable Canada to determine whether the Work has been performed and the price charged for the Work is in accordance with the Contract terms and whether best value has been achieved for Canada, the Contractor must maintain complete and accurate records of the estimated and actual cost of the Work.</p> <p>Such records include all tender calls, quotations, contracts, correspondence, source documents for accounting entries such as Excel or other spread sheets in numeric and machine readable form (not PDF copies), books and ledgers of initial accounting entries, work sheets, spreadsheets and other documentation supporting cost allocations, computations, reconciliations and assumptions made by the Contractor in relation to the Contract. Copies are generally not acceptable and can only be used where originals are unavailable due to unusual circumstances, such as fire, flood or theft.</p> <p>The Contractor must establish and maintain an accounting system that enables Canada to readily identify these records.</p> <p>These records must be made available on request, for examination by Canada, or by persons designated to act on behalf of Canada during normal business hours at the contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, must be made available for examination at a time and location that is convenient for Canada.</p> <p>The Contractor must maintain such records at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later.</p> <p>Canada and its authorized representatives have the right to examine, and to make copies of, or extract from, all such records in whatever form they may be kept, relating to or pertaining to this Contract kept by or under the control of the Contractor, including but not limited to those kept by the Contractor, its employees, agents, successors, and subcontractors.</p> <p>The Contractor must cause all subcontractors at any tier and all other persons directly or indirectly controlled by, or affiliated with the Contractor, to comply with the requirements of this clause as if they were the Contractor.</p> <p>2010B 17 (2008-05-12) Compliance with applicable laws</p> <p>The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.</p> <p>The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.</p> <p>2010B 18 (2008-05-12) Confidentiality</p> <p>The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.</p> <p>Subject to the Access to Information Act, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.</p> <p>The obligations of the Parties set out in this section do not apply to any information where the same information: an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.</p> <p>Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.</p> <p>Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.</p> <ul style="list-style-type: none"> - is publicly available from a source other than the other Party; or - is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or - is developed by a Party without use of the information of the other Party. <p>2010B 19 (2022-12-01) Copyright</p> <p>Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © His Majesty the King in right of Canada (year) or © Sa Majesté le Roi du chef du Canada (année).</p>
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<p>the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;</p> <p>"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.</p> <p>2010B 02 (2008-05-12) Standard clauses and conditions</p> <p>Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.</p> <p>2010B 03 (2008-05-12) Powers of Canada</p> <p>All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.</p> <p>2010B 04 (2008-05-12) Status of the Contractor</p> <p>The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.</p> <p>2010B 05 (2012-03-02) Conduct of the Work</p> <p>The Contractor represents and warrants that:</p> <ul style="list-style-type: none"> - it is competent to perform the Work; - it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and - it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work. <p>The Contractor must:</p> <ul style="list-style-type: none"> - perform the Work diligently and efficiently; - except for Government Property, supply everything necessary to perform the Work; - use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract; - select and employ a sufficient number of qualified people; - perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; - provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract. <p>The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.</p> <p>2010B 06 (2013-06-27) Subcontracts</p> <p>The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. In any other instance, the Contractor must obtain the prior consent in writing of the Contracting Authority. The Contracting Authority may require the Contractor to provide such particulars of the proposed subcontract as he considers necessary.</p> <p>Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.</p> <p>In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority requires or agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.</p> <p>2010B 07 (2008-05-12) Time of the essence</p> <p>It is essential that the Work be performed within or at the time stated in the Contract.</p> <p>2010B 08 (2014-09-25) Excusable delay</p> <p>A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:</p> <ul style="list-style-type: none"> - is beyond the reasonable control of the Contractor; - could not reasonably have been foreseen; - could not reasonably have been prevented by means reasonably available to the Contractor; and - occurred without the fault or neglect of the Contractor, will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the 	<p>At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the Copyright Act, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.</p> <p>2010B 20 (2008-05-12) Government Property</p> <p>The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.</p> <p>2010B 21 (2008-05-12) Amendment</p> <p>To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.</p> <p>2010B 22 (2008-05-12) Assignment</p> <p>The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.</p> <p>Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.</p> <p>2010B 23 (2008-05-12) Suspension of the Work</p> <p>The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.</p> <p>2010B 24 (2014-09-25) Default by the Contractor</p> <p>If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.</p> <p>If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.</p> <p>If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.</p> <p>2010B 25 (2020-05-28) Termination for convenience</p> <p>At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.</p> <p>If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor agrees that it will only be paid the following amounts:</p> <ul style="list-style-type: none"> - on the basis of the Contract Price, for any part of the Work completed that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice; - the Cost incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts, for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and - all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay. <p>Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.</p> <p>The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, interest, allowance arising out of any termination notice given by Canada under this section except to the</p>
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occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

2010B 09 (2008-05-12) Inspection and acceptance of the Work

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

2010B 10 (2013-03-21) Invoice submission

Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

Invoices must show:

- the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
- details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- deduction for holdback, if applicable;
- the extension of the totals, if applicable; and
- if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2010B 11 (2013-03-21) Taxes

Federal government departments and agencies are required to pay Applicable Taxes.

Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

2010B 12 (2010-01-11) Transportation costs

If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means

extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

2010B 26 (2008-05-12) Right of set-off

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

2010B 27 (2008-05-12) Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of interest Act, 2006, c. 9, s. 2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

2010B 28 (2008-05-12) No bribe or conflict

The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.

The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.

If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

2010B 29 (2008-12-12) Contingency fees

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, 1985, c. 44 (4th Supplement).

2010B 30 (2021-12-02) International sanctions

Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 25.

2010B 31 (2016-04-04) Integrity provisions—contract

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of, the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at Ineligibility and Suspension Policy.

2010B 32 (2022-12-01) Harassment in the workplace

The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Directive on the Prevention and Resolution of Workplace Harassment and Violence, which is also applicable to the Contractor, is available on the Treasury Board Web site.



consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

2010B 13 (2010-01-11) Transportation carriers' liability

The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

2010B 14 (2014-09-25) Payment period

Canada's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 15.

If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

2010B 15 (2018-06-21) Interest on overdue accounts

For the purpose of this section:

"Average Rate"
means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate"
means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association (Payments Canada);

"date of payment"
means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

2010B 33 (2008-05-12) Entire agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

2010B 34 (2012-07-16) Access to information

Records created by the Contractor, and under the control of Canada, are subject to the Access to Information Act. The Contractor acknowledges the responsibilities of Canada under the Access to Information Act and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the Access to Information Act provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.

2010B 35 (2022-01-28) Code of Conduct for Procurement—contract

The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Contract.

ANNEX A - Statement of Work

1. Scope

1.1. Objective

The Directorate of Application Product Support and Delivery (DAPSD) requires temporary help (Developer) for the development, configuration, deployment, and support of the ServiceNow platform, specifically for the Application Portfolio Management (APM) and Business Continuity Management (BCM) modules. The ServiceNow platform will be hosted on-premise on one of DND's classified intranets as well as a SaaS instance for non-classified uses.

1.2. Background

The Directorate of Application Product Support and Delivery (DAPSD) 2-6 provides enterprise information management tools and in-service support services for IM/IT capabilities. ServiceNow has been identified as one of DND's high value platforms needed to achieve a higher level of coordination, de-duplication, and delivery of services for our clients.

ServiceNow will be implemented on a DND classified intranet (on-premise) to protect sensitive APM and BCM data, as well as an unclassified setting (as SaaS). The APM and BCM modules will be implemented in both ServiceNow instances, and the unclassified data will be expected to be merged up to the classified network via gateways, data diodes, and other technologies. Implementation timelines are extremely restrained and DAPSD 2-6 has identified a lack of ServiceNow expertise in its existing employee and contractor resources. To respect project delivery timelines, it has been determined that the securing of a senior developer to support the ServiceNow platform implementation and the development of the APM and BCM modules functionality is required.

1.3. Scope of work

In addition to designing and developing ServiceNow APM and BCM module business rules, user interfaces, workflows and intake functionality, this resource will provide additional support to the DAPSD 2-6 support team by participating in ServiceNow platform discussions, working on implementation tasks and projects, as well as providing support to clients to help us meet our support targets and project deliverables.

1.4. Location of work

The workplace uses a Hybrid model, but resources must have the ability to work from the National Defence Headquarters (NDHQ Carling), 60 Moodie Dr, Bldg. CC-10, 10E, or at other DND/CAF locations in the National Capital Region when required within the hours of 7:00 to 17:00, Monday to Friday. Since there will be an on-premise instance of the enterprise platform in a Secret environment, resources will be expected to be working on-premise unsupervised in a Secret environment for a good portion of the contract.

1.5. Tasks

- Support of the implementation and integration of a ServiceNow platform on-premise instance on a DND Secret classified network, including the APM and BCM modules.
- Work closely with the business analyst, solution architect, technical architect, business owner, and project stakeholders to gather, understand and develop business requirements for the ServiceNow APM and BCM module implementations on both the SaaS and on-prem instances.
- Design and configure ServiceNow APM and BCM modules, workflows, forms, lists, UI policies, business rules, client scripts, and other components to meet the specified requirements.
- Work with the solution and technical architects, business analyst and other team members to configure and manage data sources, data imports, data exports, data transformations, and data policies within the ServiceNow platform and the APM and BCM modules.
- Work with the solution and technical architects and other team members to integrate ServiceNow with third-party applications, databases, one-way data diodes,

- Extract/Transform/Load applications and other systems using APIs, web services, and middleware as required by APM and BCM requirements.
- Develop and execute test cases to ensure the quality and functionality of ServiceNow APM and BCM solutions, functionality testing, integration testing, and user acceptance testing.
 - Working closely with the business analyst, solution architect, and other team members in the production, assistance and maintenance of documentation needed to move forward with the security accreditation and functional implementation of the on-premise and SaaS ServiceNow instances and their APM and BCM modules. Examples of these are the following:
 - Configuration guides
 - Release Notes
 - User Manuals
 - Business and Security concept of operations (ConOps)
 - Data model documentation
 - DND Architecture Framework (DNDAF) diagrams
 - CRUD matrices documentation
 - Technical and/or audit reports requested by the clients
 - Account and data safeguard documentation
 - System design specification documentation
 - System implementation plans documentation
 - Standard operating procedures
 - Functional testing criteria and reports
 - Working closely with the business analyst and architects, plan and execute deployment activities, including migration of configurations, data, and code between development, testing, and production environments.
 - Provide support to end-users, administrators, and stakeholders to ensure successful adoption and utilization of ServiceNow APM and BCM solutions.
 - Collaborate with stakeholders to identify areas for improvement and optimization of existing ServiceNow APM and BCM solutions, processes, and workflows.
 - Ensure compliance with regulatory requirements and industry best practices, including Government of Canada data privacy, security, and governance standards.
 - Regularly communicate project status, risks, issues, and dependencies to team members, the business owner, and project stakeholders.
 - Work closely with the solution architect to design and implement a cross-domain APM and BCM data interchange between “ServiceNow SaaS Unclassified” and “ServiceNow Secret on-prem” through available gateways, data diodes and other technologies to enable one-way data updates from unclassified to secret environments.
 - Perform other tasks related to this labour category as directed by the team lead and/or project manager.

ANNEX B – Basis of payment

The rates of the successful bidder will be incorporated at the time of contract award.

ANNEX C – Security requirements check list

COMMON-PS-SRCL#19



Contract Number / Numéro du contrat S5024665
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED



COMMON-PS-SRCL#19



Contract Number / Numéro du contrat S5024885
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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COMMON-PS-SRCL#19



Contract Number / Numéro du contrat 55024665
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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

COMMON-PS-SRCL#19



Contract Number / Numéro du contrat S5024665
Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Marc Tessier	Title - Titre ADM(CIO) - DGEAS - DAPSD 2-6 A/Mana	Signature TESSIER, MARC 442	<small>Digitally signed by TESSIER, MARC 442 DN: cn=CA, org=CMAND-MB, ou=personnel, ou=SRM, cn=TESSIER, MARC 442 Reason: I am the author of this document Location: Date: 2024.07.02 06:41:13-0400 Full PDF Editor Version: 2024.2.2</small>
Telephone No. - N° de téléphone 6139045442	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel marc.tessier@forces.gc.ca	Date 2024-06-16
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Sasha Medjovic	Title - Titre SRCL - Senior Security Analyst	Signature MEDJOVIC SASHA 234	<small>Digitally signed by MEDJOVIC, SASHA 234 DN: cn=CA, org=CMAND-MB, ou=personnel, ou=SRM, cn=MEDJOVIC, SASHA 234 Reason: I am the author of this document Location: Date: 2024.07.02 14:28:24-0400 Full PDF Editor Version: 2024.2.2</small>
Telephone No. - N° de téléphone 613-996-0266	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel SRCL-LVERS@forces.gc.ca	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Karlene Burley	Title - Titre DAPSD 2-6 Finance Officer	Signature BURLEY, KARLENE 417	<small>Digitally signed by BURLEY, KARLENE 417 Date: 2024.07.02 11:22:53 -0400</small>
Telephone No. - N° de téléphone 343-598-3187	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel karlene.burley@forces.gc.ca	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) Jacques Saumur	Title - Titre Quality Assurance Officer	Signature Saumur, Jacques 0	<small>Digitally signed by Saumur, Jacques 0 Date: 2019.10.30 08:26:37 -0400</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel jacques.saumur@tpsgc-pwgsc.gc.ca	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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PART E: Bidder response form

In addition to providing a completed version of this form, it is the Bidder's responsibility to include all relevant information required to meet all RFP requirements and evaluation criteria.

Bidder information

Legal name of bidder: _____

Procurement Business Number (PBN) of bidder: _____

Bidder's representative:

Name and title of person authorized to sign on behalf of the bidder:

Name of authorized bidder representative: _____

Telephone number of authorized bidder representative: _____

Email address of authorized bidder representative: _____

The bidder:

Is submitting a bid in response to this RFP: **YES** ___ **NO** ___

Proposed resource pricing

Name of resource	Category & level of expertise	Required personnel security screening	Bilingual (Y/N)	Firm hourly rate*	Estimated total hours	Total estimated cost (GST/HST excluded)
R1	5.1 – Computer Application Support – Senior	Secret	No	\$	1725	\$
Sub-total:						\$
Applicable taxes:						\$
Total bid price:						\$

*The hourly rate for the proposed resource must remain the same in the event that the bidder submits more than 1 resume.

Certifications precedent to contract award

The certifications set out below are to be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the contracting authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The contracting authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the contracting authority for additional information will also render the bid non-responsive.

a) Integrity Provisions – required documentation

By submitting a bid, the bidder certifies that the bidder and its Affiliates are in compliance with the provisions as stated in the 2003, Standard Instructions – Goods or Services – Competitive Requirements, Section 01 Integrity Provisions – Bid of Standard Instructions, included in the RFP Attachment A below. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

Pursuant to section 01 of Standard Instructions 2003, in RFP Attachment A below, bidders who are incorporated or a sole proprietorship, including those bidding as a joint venture, must submit a complete list of names of all individuals who are currently directors of the bidder, or the name of the owner, as applicable. Bidders bidding as societies, firms or partnerships do not need to provide a list of names. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete Consent to a Criminal Record Verification form and provide associated information. Consult sections [4.21. Integrity Provisions](#), [5.16. Integrity Compliant](#), and [8.70.2. Compliance with the Integrity Provisions](#) of the Supply Manual.

b) Federal Contractors Program for Employment Equity - bid certification

By submitting a bid, the bidder certifies that the bidder, and any of the bidder's members if the bidder is a joint venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the bidder, or any member of the bidder if the bidder is a joint venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

c) Price certification

The Bidder certifies that the price proposed:

- a. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both; and
- b. does not include an element of profit in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity.

In addition, the bidder must provide, on Canada's request, one or more of the following price support, if applicable:

- a) a current published price list indicating the percentage discount available to Canada; or
- b) copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d) price or rate certifications
- e) any other supporting documentation as requested by Canada.

d) Consent and replacement of resource

The bidder must provide a written/electronic consent signed by the proposed resource before the closing date and time of the RFP. In cases where the proposed resource is a full time employee of the bidder, a proof of employment signed by an authorized representative of the bidder, such as Chief Financial Officer or Human Resource Director must be provided.

To be considered valid, the written/electronic consent or proof of employment must have been obtained/signed during the solicitation period and reference the solicitation number. It must also include a statement confirming the availability of the resource for the performance of the contract during the period mentioned in the RFP. Failure to provide the proper documentation will result in the bid being declared non-responsive.

By providing either a written/electronic consent or proof of employment, the bidder certifies that the information included on the consent or proof of employment for the proposed resource, for this requirement, is true and accurate.

e) Disclosure of resources working on multiple contracts

When applicable, the bidder must provide a completed and signed Appendix E1 – Disclosure of resources working on multiple contracts form with its submission.

f) Former public servants (FPS) in receipt of a pension

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.

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. 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.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the bidder a FPS in receipt of a pension?

Yes () No ()

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

- a. the name of former public servant
- b. the 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 of the Treasury Board Secretariat of Canada](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work force adjustment directive

Is the bidder a FPS who received a lump sum payment pursuant to the terms of the [Work Force Adjustment Directive](#)?

Yes () No ()

If so, the bidder must provide the following information:

- a. the name of former public servant



- b. the conditions of the lump sum payment incentive
- c. the date of termination of employment
- d. the amount of lump sum payment
- e. the rate of pay on which lump sum payment is based
- f. the period of lump sum payment including start date, end date and number of weeks
- g. the number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program

By submitting a bid, the bidder confirms they understand and acknowledge the above terms and conditions.

Person authorized to sign on behalf of the bidder or the firm (print name):

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

APPENDIX E1 - DISCLOSURE OF RESOURCES WORKING ON MULTIPLE CONTRACTS

This disclosure form is applicable to all instances where any proposed resource will be rendering services under the Contract while concurrently engaged in work on other contracts. These contracts may include those issued by Canada to other suppliers as well as contracts with entities outside the Government of Canada.

The disclosure form included herein must be signed and attached to the Contractor's bid upon submission to Canada. The Contractor is obligated to submit one form for each resource that will be concurrently working on other contracts during the contract period. It's important to note that the Contractor must also submit this form for any subsequent replacement resource, regardless of whether it occurs before or after the contract award.

Contract #1: (insert Contract number)	
Contractor / Employer	(insert – e.g. ABC Inc.)
Department	(insert – e.g. Public Services and Procurement Canada)
Description of the work	(insert – e.g. Software Developer to support the development of the XYZ application)
Period of services	(insert - e.g. – April 1st, 2023 to March 31st, 2024)
Level of effort	(insert – e.g. 220 days)
Schedule limitations (e.g. core hours)	(insert – e.g. From Monday to Friday – between 6:00AM and 5:00 PM)
Contract #2: (insert Contract number)	
Contractor / Employer	(insert – e.g. ABC Inc.)
Department	(insert – e.g. Public Services and Procurement Canada)
Description of the work	(insert – e.g. Software Developer to support the development of the XYZ application)
Period of services	(insert - e.g. – April 1st, 2023 to March 31st, 2024)
Level of effort	(insert – e.g. 220 days)
Schedule limitations (e.g. core hours)	(insert – e.g. From Monday to Friday – between 6:00AM and 5:00 PM)

(Add sections as necessary if the resource is working on more than two concurrent contracts)

Print name and sign name of Contractor's Representative

Date



RFP Attachment A – 2003 - Standard Instructions - Goods or Services - Competitive Requirements

- 01 Integrity provisions—bid
- 02 Procurement Business Number
- 03 Standard instructions, clauses and conditions
- 04 Definition of Bidder
- 05 Submission of bids
- 06 Late bids
- 07 Delayed bids
- 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service
- 09 Customs clearance
- 10 Legal capacity
- 11 Rights of Canada
- 12 Rejection of bid
- 13 Communications—solicitation period
- 14 Price justification
- 15 Bid costs
- 16 Conduct of evaluation
- 17 Joint venture
- 18 Conflict of interest—unfair advantage
- 19 Entire requirement
- 20 Further information
- 21 Code of Conduct for Procurement—bid

01 (2016-04-04) Integrity provisions—bid

The Ineligibility and Suspension Policy (the "Policy") in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at Ineligibility and Suspension Policy.

Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.

In addition to all other information required in the bid solicitation, the Bidder must provide the following:

- by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
- with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at Declaration form for procurement.

Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:

- it has read and understands the Ineligibility and Suspension Policy;
- it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
- it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
- it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at Declaration form for procurement.

Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

02 (2020-05-28) Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information.

03 (2007-05-25) Standard instructions, clauses and conditions

Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.

04 (2007-11-30) Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

05 (2018-05-22) Submission of bids

Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 17.

It is the Bidder's responsibility to:

- obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;

For bids transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- receipt of a garbled, corrupted or incomplete bid;
- availability or condition of the CPC Connect service;
- incompatibility between the sending and receiving equipment;
- delay in transmission or receipt of the bid;
- failure of the Bidder to properly identify the bid;
- illegibility of the bid;
- security of bid data; or,
- inability to create an electronic conversation through the CPC Connect service.

The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.

Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.

A bid transmitted by CPC Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

09 (2010-10-07) Customs clearance

It is the responsibility of the Bidder to allow sufficient time to obtain Customs clearance, where required, before the bid closing date and time. Delays related to the obtaining of Customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed bid under section 07.

10 (2007-05-25) Legal capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

11 (2007-11-30) Rights of Canada

Canada reserves the right to:

- reject any or all bids received in response to the bid solicitation;
- enter into negotiations with bidders on any or all aspects of their bids;
- accept any bid in whole or in part without negotiations;
- cancel the bid solicitation at any time;
- reissue the bid solicitation;
- if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- negotiate with the sole responsive Bidder to ensure best value to Canada.

12 (2014-09-25) Rejection of bid

Canada may reject a bid where any of the following circumstances is present:

- the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
 - an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
 - the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
 - evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- with respect to current or prior transactions with the Government of Canada:
- Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
 - Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.
 - Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture.

Canada reserves the right to:



- prepare its bid in accordance with the instructions contained in the bid solicitation;
- submit by solicitation closing date and time a complete bid;
- send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;
- ensure that the Bidder's name, return address, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,
- provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

Bid documents and supporting information may be submitted in either English or French.

Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21).

Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

A bid cannot be assigned or transferred in whole or in part.

06 (2022-03-29) Late bids

PWGSC will return or delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 07.

For late bids submitted using means other than the Canada Post Corporation's Connect service, the paper bid will be returned.

For bids submitted electronically, the late bids will be deleted. As an example, bids submitted using Canada Post Corporation's Connect service, conversations initiated by the Bid Receiving Unit via the CPC Connect service pertaining to a late bid, will be deleted. Records will be kept documenting the transaction history of all late bids submitted using CPC Connect service.

07 (2022-03-29) Delayed bids

A bid delivered to the specified Bid Receiving Unit after the solicitation closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Pulorator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed bids.

The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:

- a CPC cancellation date stamp;
- a CPC Priority Courier bill of lading;
- a CPC Xpresspost label;

that clearly indicates that the bid was sent before the solicitation closing date.

The only piece of evidence relating to a delay in the CPC Connect service provided by CPC system that is acceptable to PWGSC is a CPC Connect service date and time record indicated in the CPC Connect conversation history that clearly indicates that the bid was sent before the solicitation closing date and time.

Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by PWGSC.

Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

08 (2023-06-08) Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service

Facsimile

Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile.

PWGSC, National Capital Region: The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation.

PWGSC regional offices: The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.

For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:

- receipt of garbled, corrupted or incomplete bid;
- availability or condition of the receiving facsimile equipment;
- incompatibility between the sending and receiving equipment;
- delay in transmission or receipt of the bid;
- failure of the Bidder to properly identify the bid;
- illegibility of the bid; or
- security of bid data.

- reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
- reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

13 (2014-03-01) Communications—solicitation period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS). For further information, consult subsection 3 of the Submission of bids section.

14 (2007-11-30) Price justification

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a current published price list indicating the percentage discount available to Canada; or
- a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- price or rate certifications; or any other supporting documentation as requested by Canada.

15 (2007-05-25) Bid costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

16 (2008-05-12) Conduct of evaluation

In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:

- seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
- contact any or all references supplied by bidders to verify and validate any information submitted by them;
- request, before award of any contract, specific information with respect to bidders' legal status;
- conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
- correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
- verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
- interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

17 (2010-01-11) Joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred to as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- the name of each member of the joint venture;
- the Procurement Business Number of each member of the joint venture;
- the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- the name of the joint venture, if applicable.

If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.

The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solitarily liable for the performance of any resulting contract.

18 (2012-03-02) Conflict of interest—unfair advantage

In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

- if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.



A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

Canada Post Corporation's Connect service

Unless specified otherwise in the bid solicitation, bids may be submitted by using the Connect service provided by Canada Post Corporation.

PWGSC, National Capital Region: The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC headquarters is: tpsgc.pareceptiondessoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca, or, if applicable, the email address identified in the bid solicitation.

PWGSC regional offices: The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.

To submit a bid using CPC Connect service, the Bidder must either:

- send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
- send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open a CPC Connect conversation. Requests to open a CPC Connect conversation received after that time may not be answered.

If the Bidder sends an email requesting CPC Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.

If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the CPC Connect conversation open until at least 30 business days after the solicitation closing date and time.

The bid solicitation number should be identified in the CPC Connect message field of all electronic transfers.

It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the CPC Connect service.

Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

19 (2007-11-30) Entire requirement

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

20 (2017-04-27) Further information

For further information, bidders may contact the Contracting Authority identified in the bid solicitation.

For bid solicitations issued out of PWGSC headquarters, enquiries concerning receipt of bids may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone 819-420-7200. For bid solicitations issued out of PWGSC regional offices, enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

21 (2022-01-28) Code of Conduct for Procurement—bid

The Code of Conduct for Procurement provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive.