

## SOLICITATION CLOSES L'INVITATION PREND FIN

at - à **02:00 PM**  
on - le **23 August 2021**

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

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITIONS

### Proposal To: Department of National Defence

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

### Proposition au : ministère de la Défense nationale

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

### Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.

CE DOCUMENT CONTIENT UNE EXIGENCE RELATIVE À LA SÉCURITÉ.

### Issuing Office - Bureau de distribution

Mapping and Charting Establishment (MCE)

<b>Title - Sujet</b> TBIPS – G.1 Geomatics Analysts (1-Senior, 1-Intermediate and 1-Junior)			
<b>Solicitation No. - N° de l'invitation</b> W1786-21-0009			
<b>Date</b> 28 June 2021			
<b>Reference No. - N° de référence du client</b>			
<b>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :</b>  By E-Mail to: <a href="mailto:MCE.Procurement.&amp;.Contracting@forces.gc.ca">MCE.Procurement.&amp;.Contracting@forces.gc.ca</a>  Mapping and Charting Establishment (MCE) Attention : Alain Pothier, MCE Procurement Manager			
<b>Address Enquiries to: Adresser toutes questions à :</b> Contracting Authority: Alain Pothier, MCE <table><tr><td><b>Telephone No. N° de telephone</b></td><td><b>E-Mail Address Courriel</b> <a href="mailto:Alain.Pothier@forces.gc.ca">Alain.Pothier@forces.gc.ca</a></td></tr></table>		<b>Telephone No. N° de telephone</b>	<b>E-Mail Address Courriel</b> <a href="mailto:Alain.Pothier@forces.gc.ca">Alain.Pothier@forces.gc.ca</a>
<b>Telephone No. N° de telephone</b>	<b>E-Mail Address Courriel</b> <a href="mailto:Alain.Pothier@forces.gc.ca">Alain.Pothier@forces.gc.ca</a>		
<b>FOB - FAB</b> See herein.			
<b>Destination</b>  See herein.			
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>  <table><tr><td><b>Telephone No. - N° de telephone</b></td><td><b>Facsimile No. - N° de télécopieur</b></td></tr></table>		<b>Telephone No. - N° de telephone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Telephone No. - N° de telephone</b>	<b>Facsimile No. - N° de télécopieur</b>		
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>			
<b>Signature</b>	<b>Date</b>		

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

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## PART 1 - GENERAL INFORMATION

### 1.1 INTRODUCTION

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

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

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

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

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

**Part 5 Certifications:** includes the certifications to be provided;

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

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

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

### 1.2 SUMMARY

- a. This bid solicitation is being issued to satisfy the requirement of the **Department of National Defence (DND), Mapping and Charting Establishment (MCE)** (the "Client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- b. It is intended to result in the award of one (1) contract for one (1) year, plus four (4) **one-year** irrevocable options allowing Canada to extend the term of the contract.
- c. There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "[Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders](http://ssi-iss.tpsgc-pwgsc.gc.ca)" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.
- d. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CColFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- e. The TBIPS Supply Arrangement EN578-170432 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.

Only selected TBIPS SA Holders currently holding a TBIPS SA for Tier 1 in the Pacific Region under the EN578-170432 series of SAs are invited to compete. SA Holders may not submit a bid in response to this bid solicitation unless they have been invited to do so. However, should an uninvited SA Holder wish to be invited, it may contact the Contracting Authority to request an invitation at any time prior to five business days before the published bid closing date, and an invitation will be made to that SA Holder unless it would not be consistent with the efficient operation of the procurement system. In no circumstance will such an invitation require Canada to extend a bid closing date. The following SA Holders have been initially invited to bid on this requirement. Where additional invitations are made during the bid solicitation process, it may be that they are not reflected in a solicitation amendment:

1019837 Ontario Inc.  
7 Theta Inc  
8513929 Canada Inc., GOGEOMATICS INC., in Joint Venture  
Accenture Inc.  
Adecco Employment Services Limited/Services de placement Adecco Limited  
ADGA Group Consultants Inc.  
Adirondack Information Management Inc., Amita Corporation, Artemp Personnel Services Inc., The AIM Group Inc., in JOINT VENTURE  
Aerotek ULC  
Alika Internet Technologies Inc.  
Altis Human Resources (Ottawa) Inc., and Excel Human Resources Inc., in Joint Venture  
ARTEMP PERSONNEL SERVICES INC  
C-CORE  
Canadian Development Consultants International Inc.  
CGI Information Systems and Management Consultants Inc.  
Cofomo Ottawa  
Conoscenti Technologies Inc.  
Coradix technology Consulting Ltd.  
CSI Consulting Inc., FoxWise Technologies Inc., DWP Solutions Inc., Innovision Consulting Inc., IN JOINT VENTURE  
Dalian Enterprises and Coradix Technology Consulting, in Joint Venture  
Deloitte Inc.  
DLS Technology Corporation  
Donna Cona Inc.  
DONNA CONNA INC., IBM CANADA LIMITED IN JOINT VENTURE  
Eagle Professional Resources Inc.  
ESRI Canada Limited  
Etico, Inc.  
Excel Human Resources Inc.  
Fujitsu Consulting (CANADA) Inc./Fujitsu Conseil (Canada) Inc.  
General Dynamics Land Systems - Canada Corporation  
GeoNet Technologies Inc.  
HabitatSeven Inc.  
Holonics Inc.  
IBM Canada Limited/IBM Canada Limitée  
IIC Technologies Inc.  
Intergraph Canada Ltd  
IT/Net - Ottawa Inc.  
iVedha Inc.  
Kongsberg Geospatial Ltd.  
KPMG LLP  
Lim Geomatics Inc.  
Lim Geomatics Inc. and Kim Geomatics Corporation Joint Venture  
Malarsoft Technology Corporation  
Maverin Inc.  
MaxSys Staffing & Consulting Inc.  
MDA Systems Ltd.  
Messa Computing Inc.  
MGIS Inc.

MGIS Inc., B D M K Consultants Inc IN JOINT VENTURE  
 Michael Wager Consulting Inc.  
 Modis Canada Inc  
 MRF Geosystems Corporation  
 New Technologies Inc.  
 Pacific Geomatics Limited  
 Procom Consultants Group Ltd.  
 Procom Consultants Group Ltd., Emerion , IN JOINT VENTURE  
 Proex Inc.  
 Protak Consulting Group Inc.  
 QSP Geographics Inc.  
 Refractions Research Inc  
 Reticle Ventures Canada Incorporated  
 S.I. SYSTEMS ULC  
 Sierra Systems Group Inc.  
 SoftSim Technologies Inc.  
 Solutions Moerae Inc  
 Synonics Inc.  
 T.E.S. Contract Services INC.  
 TAG HR The Associates Group Inc.  
 Teambuilder Consulting Inc.  
 TECSIS Corporation  
 TELUS Communications Inc.  
 The Bell Telephone Company of Canada or Bell Canada/La Compagnie de Téléphone Bell du Canada  
 ou Bell Canada  
 TRM Technologies Inc.  
 TRM Technologies Inc., BP&M Government IM & IT Consulting Inc., IN JOINT VENTURE  
 Tundra Technical Solutions Inc  
 Veritaaq Technology House Inc.  
 VERSATIL BPI INC, SOLUTIONSTAT, CONSULTATION ET FORMATION EN STATISTIQUE INC. , in joint  
 venture

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

Resource Category	Level of Expertise	Estimated Number of Resources Required	Level of Effort for each year
G.1 Geomatics Analyst	1	1	Up to 100 days
G.1 Geomatics Analyst	2	1	Up to 35 days
G.1 Geomatics Analyst	3	1	Up to 10 days

### 1.3 DEBRIEFINGS

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada (PWGSC).
- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- c. The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

### 2.2 SUBMISSION OF BIDS

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

### 2.3 ENQUIRIES - BID SOLICITATION

- a. All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 2.4 FORMER PUBLIC SERVANT

#### a. Information Required

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

#### b. Definitions

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

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



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

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

**c. Former Public Servant in Receipt of a Pension**

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

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

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

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

**d. Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

## 2.5 APPLICABLE LAWS

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

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

## **2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD**

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

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

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 BID PREPARATION INSTRUCTIONS

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

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

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

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

- Portable Document Format .pdf
- Microsoft Word

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

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

- d. **Submission of Only One Bid:**

- i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:
  - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
  - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or

- D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

**e. Joint Venture Experience:**

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

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

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

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

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

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

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

That show in total 100 billable days.

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

### 3.2 SECTION I: TECHNICAL BID

The technical bid consists of the following:

- i. **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment 1.3 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- ii. **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

SECURITY INFORMATION:

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

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

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

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

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

If the Bidder has not included the security information in its bid, the Contracting Authority will provide the Bidder with an opportunity to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.

- iii. **Substantiation of Technical Compliance:**  
The technical bid must substantiate the compliance of the bidder and its products and services with the specific requirements of Attachment 1.1, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 1.1, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- iv. **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Attachment 1.3. The same individual must not be proposed for more than one Resource Category. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
  - A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work
  - B. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).

- C. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
  - D. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
  - E. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
  - F. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience
- v. **Customer Reference Contact Information:**
- A. In conducting its evaluation of the bids, Canada may, but will have no obligation to request that a bidder provide customer references. If Canada sends such a written request, the bidder will have 2 working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive. These customer references must each confirm when requested by Canada, the facts identified in the Bidder's bid, as required by Attachment 1.3.
  - B. The form of question to be used to request confirmation from customer references is as follows:
 

*“Has [the Bidder] provided your organization with [describe the services and, if applicable, describe any required time frame within which those services must have been provided]?”*

*Yes, the Bidder has provided my organization with the services described above.*

*No, the Bidder has not provided my organization with the services described above.*

*I am unwilling or unable to provide any information about the services described above.*
  - C. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information

in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

### 3.3 SECTION II: FINANCIAL BID

- a. **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex “B” of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. **Variation in Resource Rates By Time Period:** For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
  - i. the rate bid must not increase by more than **5%** from one time period to the next, and
  - ii. the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period
- c. **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- d. **Blank Prices:** Bidders are requested to insert “\$0.00” for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as “\$0.00” for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.4 SECTION III: CERTIFICATIONS

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 EVALUATION PROCEDURES

- a. Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation :
  - i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - ii. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 TECHNICAL EVALUATION

- a. **Mandatory Technical Criteria :**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 1.1. Bid Evaluation Criteria.
- b. **Reference Checks :**
  - i. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day using the email address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's email was sent.
  - ii. On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
  - iii. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
  - iv. Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be



allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

- v. Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

#### 4.3 FINANCIAL EVALUATION

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

(i) **Formulae in Pricing Tables**

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

(ii) **Substantiation of Professional Services Rates**

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for a professional services bid, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:

- (a) documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
- (b) a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
- (c) a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation); or
- (d) details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

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

for the first year of the resulting contract for the relevant resource(s). Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

#### **4.4 BASIS OF SELECTION**

##### **Mandatory Technical Criteria**

1. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
2. In the event two or more responsive bids have the same lowest evaluated price, the Proposal with the highest number of combined total years of experience demonstrated in **Mandatory Criteria M3, M6 and M9** will be recommended for award of a Contract.

## PART 5 - CERTIFICATIONS

### 5.1 CERTIFICATIONS REQUIRED WITH BID

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

**a. Declaration of Convicted Offences**

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

### 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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

**a. Federal Contractors Program for Employment Equity - Bid Certification**

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

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

### 5.3 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

**a. Professional Services Resources**

By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.

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

- A. Following verification from the Contract Authority, should the resulting Contract be awarded within 30 days from the solicitation closing date, the proposed resource must be available to perform the services in accordance with the Contract. If during the verification, the proposed resource is no longer available, the next ranked compliant bidder will be awarded the Contract.
  - B. Should the resulting Contract not be awarded within 30 days from the solicitation closing date, and the proposed resource is no longer available to perform the services due to circumstances beyond the control of the bidder, that bidder will have an opportunity to replace the resource with a replacement of equivalent or higher qualifications and experience as determined by the solicitation's evaluation criteria.
- i. By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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

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

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

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

- iii. If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

**b. Certification of Language - *English* Essential**

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

**c. Submission of Only One Bid**

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

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 SECURITY REQUIREMENT**

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

### **6.2 FINANCIAL CAPABILITY**

Not required.

### **6.3 CONTROLLED GOODS REQUIREMENT**

Not required.

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 REQUIREMENT

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

### 7.2 TASK AUTHORIZATION ("TA")

- a. **As and When Requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- b. **Form and Content of Task Authorization :**
  - i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix B to Annex A.
  - ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :
    - A. a task number;
    - B. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
    - C. the details of any financial coding to be used;
    - D. the category of resources and the number required;
    - E. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
    - F. the start and completion dates;
    - G. milestone dates for deliverables and payments (if applicable);
    - H. the number of person-days of effort required;
    - I. whether the work requires on-site activities and the location;

- J. the language profile of the resources required;
  - K. the level of security clearance required of resources;
  - L. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
  - M. any other constraints that might affect the completion of the task.
- c. **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority, within **3** working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- d. **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**
- To be validly issued, a TA must be signed by the Contracting Authority.
- e. **Periodic Usage Reports:**
- i. The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
  - ii. The quarterly periods are defined as follows:
    - A. April 1 to June 30;
    - B. July 1 to September 30;
    - C. October 1 to December 31; and
    - D. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than **10** calendar days after the end of the reporting period.
  - iii. Each report must contain the following information for each validly issued TA (as amended)
    - A. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
    - B. a title or a brief description of the task;
    - C. the name, Resource category and level of each resource involved in performing the TA, as applicable;
    - D. the total estimated cost specified in the TA (applicable taxes extra);
    - E. the total amount (applicable taxes extra) expended to date;
    - F. the start and completion date; and
    - G. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
  - iv. Each report must also contain the following cumulative information for all the validly issued TAs (as amended):
    - A. the amount (applicable taxes extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and

- B. the total amount, applicable taxes extra, expended to date against all validly issued TA's.
- m. Consolidation of TAs for Administrative Purposes: The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

### 7.3 MINIMUM WORK GUARANTEE

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

### 7.4 STANDARD CLAUSES AND CONDITIONS

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

#### a. General Conditions :

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

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



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

## 7.5 SECURITY REQUIREMENT

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

*See Annex "C" - Enhanced Reliability*

Upon request of the Technical Authority, in respect of any given resource, the Contractor must submit

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

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

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

## 7.6 CONTRACT PERIOD

- a. **Contract Period** : The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
  - i. The "Initial Contract Period", which begins on the date the Contract is awarded and ends [ ] ; and
  - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract** :
  - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to [4] additional [1]-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
  - ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

## 7.7 AUTHORITIES

### a. Contracting Authority

The Contracting Authority for the Contract is:

Name: Alain Pothier  
Title: MCE Procurement Manager  
Organization: Department of National Defence  
Mapping and Charting establishment  
Address: 101 Colonel by Drive  
Ottawa, Ontario  
K1A 0K2  
Telephone: K2L 2E4  
E-mail address: [Alain.Pothier@forces.gc.ca](mailto:Alain.Pothier@forces.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform

work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

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

The Technical Authority for the Contract is:

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

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

c. **Contractor's Representative**

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

## 7.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

## 7.9 PAYMENT

a. **Basis of Payment**

- i. **Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Annex B, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: [ \$ \_\_\_\_\_ ]

- ii. **Applicable Taxes:**

Estimated Cost: [ \$ \_\_\_\_\_ ]

- iii. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- iv. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a

profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

- v. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

**b. Limitation of Expenditure - Cumulative Total of all Task Authorizations**

- i. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum set out on page one of the Contract. Customs duties are included and applicable taxes are extra.
- ii. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- iii. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - A. when it is 75 percent committed, or
  - B. four (4) months before the contract expiry date, or
  - C. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,whichever comes first.
- iv. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

**c. Monthly Payment**

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

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

**d. Time Verification**

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

**d. No Responsibility to Pay for Work not performed due to Closure of Government Offices**

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

## 7.10 INVOICING INSTRUCTIONS

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

## 7.11 CERTIFICATIONS

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

## 7.12 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY CONTRACTOR

Not applicable

## 7.13 COPYRIGHT IN MATERIAL

Not applicable

## 7.14 APPLICABLE LAWS

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

## 7.15 PRIORITY OF DOCUMENTS

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions, in the following order :
  - 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;
  - 4008 (2008-12-12), Supplemental General Conditions - Personal Information;
- c. General Conditions 2035 (2020-05-28);
- d. Annex A, Statement of Work- Annex A including its Appendices as follows;
  - i. Appendix A to Annex A - Tasking Assessment Procedure;
  - ii. Appendix B to Annex A - Task Authorization (TA) Form;
  - iii. Appendix C to Annex A - Certifications at the TA stage
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. the signed Task Authorizations including any required Certifications;
- h. *the Contractor's bid dated [\_\_\_\_\_] [insert date of bid], as amended [\_\_\_\_\_] [insert date(s) of amendment(s) if applicable].*
- i.

## 7.16 DEFENCE CONTRACT

SACC Manual Clause A9006C (2008-05-12) Defence Contract  
SACC Manual Clause C2801C (2010-01-11) Priority Rating - Canadian Contractors

## 7.17 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

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

**Note to Bidders:** *Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

## 7.18 FOREIGN NATIONALS (FOREIGN CONTRACTOR)

Does not apply.

## 7.19 INSURANCE REQUIREMENTS

### A. Compliance with Insurance Requirements

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

### B. Commercial General Liability Insurance

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

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

**C. Errors and Omissions Liability Insurance**

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

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

**7.20 CONTROLLED GOODS PROGRAM**

Does not apply.

**7.21 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY**

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the

performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

**b. First Party Liability :**

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

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00 , whichever is more.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

**c. Third Party Claims :**

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third

- party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

## 7.22 JOINT VENTURE

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

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

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

## 7.23 PROFESSIONAL SERVICES - GENERAL

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

### Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten



working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:

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

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

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

#### **7.24 PROFESSIONAL SERVICES FOR PRE-EXISTING SOFTWARE**

Not applicable.

#### **7.25 SAFEGUARDING ELECTRONIC MEDIA**

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

#### **7.26 REPORTING REQUIREMENTS**

Not applicable.

#### **7.27 REPRESENTATIONS AND WARRANTIES**

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they

will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

#### **7.28 ACCESS TO CANADA'S PROPERTY AND FACILITIES**

See Statement of Work

#### **7.29 GOVERNMENT PROPERTY**

See Statement of Work

#### **7.30 IMPLEMENTATION**

**Not applicable.**

#### **7.31**

**Not applicable.**

#### **7.32 IDENTIFICATION PROTOCOL RESPONSIBILITIES**

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

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

## **ANNEX “A” STATEMENT OF WORK**

### **1.0 BACKGROUND**

1.1 The Mapping and Charting Establishment (MCE), of the Department of National Defence (DND), is responsible for the production, validation, and maintenance of Digital Nautical Charts (DNC) as part of a bi-lateral co-production agreement with the U.S. National Geospatial-Intelligence Agency (NGA). Canada, as a member nation of the North Atlantic Treaty Organization (NATO), is responsible for the production and maintenance of Additional Military Layers (AMLs) as part of NATO agreements. MCE is also responsible for Canadian waters and approaches to Canadian waters for both DNC and AML production. MCE makes extensive use of Canadian Hydrographic Services (CHS) Electronic Navigation Charts (ENC) to support these production activities.

1.2 DNCs are digital vector-based nautical charts intended primarily to support marine navigation using the Electronic Chart Display and Information Systems (ECDIS). A DNC is made up of libraries ( e.g. General, Coastal, Approach, and Harbour). These libraries are generally based on the scale of existing nautical charts. DNCs are produced in Vector Product Format (VPF), which is commonly used in other mapping, charting, and Geospatial Information Systems (GIS).

1.3 AMLs are a range of maritime digital products for the defence user. AMLs were originally specified to the S-57 standard but DIGEST specifications are presently being developed to ensure complete compatibility among NATO nations.

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

1.5 DIGEST is a comprehensive "family of standards" capable of supporting the exchange of raster, matrix, and vector data (and associated text) among producers and users. DIGEST can support the entire range of levels of topological structures. These exchange standards are used by NATO countries to augment the S-57 standards and ensure interoperability.

### **2.0 OBJECTIVE**

2.1 MCE has established an in-house capability to produce and maintain some of the products described above. In order to supplement this in-house capability, MCE requires support in order to produce, validate and maintain DNCs, ENC's, and AMLs.

### **3.0 ACRONYMS**

AML:	Additional Military Layers
CARIS:	Computer Aided Resource Information System
DIGEST:	Digital Geographic Information Exchange Standard
DNC:	Digital Nautical Chart
ECDIS:	Electronic Chart Display and Information Systems
ENC:	Electronic Navigation Charts
ESRI:	Environmental Systems Research Institute
GIS:	Geospatial Information Systems
MCE:	Mapping and Charting Establishment
PHR:	Product History Report
PLTS:	Production Line Tool Set
QA / QC:	Quality Assurance and Control

SHINNADS: Shipborne Integrated Navigation and Display System  
VPF: Vector Product Format

#### 4.0 SCOPE

4.1 The scope of the requirement is for the provision of Geomatics Analysts support to DND. Appendix 1 to Annex A specifies the labour categories and their mandatory qualification requirements. Tasks may require multiple persons from one or more labour categories.

4.2 Services are to be provided on an "as and when requested" basis, in accordance with each individual task authorization. The Contractor must provide services which include, but are not limited to, the following:

4.3 Product Generation:

4.3.1 Generate the digital product using the appropriate technologies, software, personnel and works flows. The digital product could include either DNC, ENC or AMLs;

4.3.2 Generate the complete DNC, ENC, or AML digital products libraries in the most recent VPF format;

4.3.3 Generate the complete AMLs in accordance with the S-57 standard or S-100 standards as appropriate, and for AMLs as specified by STANAG 7170 and related specifications;

4.4 Produce original work based on the foundation data and direction provided by MCE. Quality Assurance and Control (QA / QC):

4.4.1 Produce QA / QC documents for original work generated by MCE;

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

4.4.3 Validate the digital product using the appropriate QA / QC tools;

4.4.4 Test the digital product using an ECDIS to verify and confirm that all data displays properly;

4.4.5 Verify and confirm that all objects, lines and polygons changed are accurate and attribution is in accordance with the product specification. The specification hierarchy (e.g. S-57, DIGEST, VPF) will be specified on each task authorization;

4.4.6 Repair problems reported by the tests and provide written explanation for any problems that could not be repaired;

4.4.7 Correct any errors identified in the deficiency report produced by MCE during acceptance tests, along with any errors that are made in the course of making the repairs.

4.5 Reporting:

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

- a. Products currently in progress:
  - i. Status;
  - ii. Progress (% complete);
  - iii. Expected date of completion;
  - iv. Deficiencies; and
  - v. Delays.
- b. Products forecasted to be initiated in the next month; and
- c. Products completed;

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

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

4.5.4 Provide Product History Reports (PHRs), which may include any correspondence, special circumstances or conditions, production problems encountered, latest date of Notice to Mariners printout, inspection checklists, explanation of errors or warnings, deviations from accepted hydrographic or cartographic practices, and QA/QC measures. The QA/QC portion of the PHR would include details regarding data validation test results obtained during production and maintenance; and  
Provide Special reports when requested to improve the process or integrating new technologies. Special reports are to clearly outline the current solution, the new solution highlighting the differences and benefits of the new process or technology before transition.

## 5.0 TECHNICAL ENVIRONMENT

5.1 The Contractor must deliver the Work using in CARIS software format. (For information purposes, the CARIS Suite of software is currently in use by MCE for these purposes.

5.2 The Contractor must conduct all production and QA/QC utilizing the most up-to-date versions of the applicable software. Canada will not reimburse the Contractor for upgrades required to update its software to the most up-to-date versions.

5.3 The Contractor must test the digital product in an IMO Type approved ECDIS to verify that all data is displayed properly.

## 6.0 CLIENT SUPPORT

6.1 DND will provide the Contractor with the following:

- a. NGA "Gold Copy" DNC libraries;
- b. Existing paper or electronic nautical charts;
- c. Files containing original hydrographic source material (Aids-to-Navigation, Cultural Landmarks, Earth Cover, Environment, Hydrography, Inland Waterways, Land Cover, Limits, Obstructions, Port Facilities, Relief, and Data Quality);
- d. Side-scan sonar imagery and other target information;

- e. Shoreline changes in ArcShape file format;
- f. Soundings in ASCII format at approximately 5-meter intervals;
- g. Specific instructions for the creation of the product;
- h. Digital text files; and
- i. Imagery.

## **7.0 CONTRACT MANAGEMENT**

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

- a. Manage risks and issues, including troubleshooting, resolution or clarification to any issues related to the Tasking or invoicing process;
- b. Meet performance, cost and schedule requirements;
- c. Provide data, financial management, and contract administration;
- d. Report on the progress of the requirements of the Contract and on Tasks that have been authorized.
- e. The Contractor must designate a single Point of Contact who will be responsible for all matters related to contract management and administration.

## **8.0 WORK LOCATION**

8.1 Unless otherwise required, work is to be performed at the Contractor's work location.

## **9.0 LANGUAGE**

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

## **10.0 TRAVEL**

10.1 The Contractor may be required to attend DND-related meetings up to twice per year, on an as and when requested basis. Meetings may be held at Esquimalt, Halifax, or Ottawa. All travel is subject to prior written authorization from the Technical Authority.

## **11.0 DELIVERABLES**

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

- 11.1.1 The complete DNC Library (ies);
- 11.1.2 The complete ENC to DNC Conversion(s);

- 11.1.3 The complete ENC's;
- 11.1.4 The complete AML's;
- 11.1.5 The complete QA/QC report(s);
- 11.1.6 Monthly Progress Reports;
- 11.1.7 Product History Reports;
- 11.1.8 Exception Reports; and
- 11.1.9 Special Reports.

## **11.2 FORMAT OF DELIVERABLES**

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

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

11.2.2 DNCs must be delivered electronically in either CARIS or ESRI software formats. The inclusion of a certified report is required for the Product History Reports, and this must be provided in one (1) paper copy and one (1) certified pdf electronic format.

## **11.3 DELIVERABLE CONDITIONS**

11.3.1 The new or updated DNC Library or AML with integrated new source data that are DNC and VPF product compliant, or NATO AML standard compliant and clean of any validation errors.

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

11.3.3 All deliverable(s) must have had a QC completed on the library, libraries or AML prior to delivery of the finished product(s). A QC summary report must be included with each deliverable(s).

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

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

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

**ANNEX “B”**  
**BASIS OF PAYMENT**

**INITIAL CONTRACT PERIOD:**

Initial Contract Period – Year 1		
Resource Category	Level of Expertise	Firm Per Diem Rate
G.1 Geomatics Analyst	Level 1	To be inserted upon award
G.1 Geomatics Analyst	Level 2	To be inserted upon award
G.1 Geomatics Analyst	Level 3	To be inserted upon award

Option Periods:

Option Period 1 – Year 2		
Resource Category	Level of Expertise	Firm Per Diem Rate
G.1 Geomatics Analyst	Level 1	To be inserted upon award
G.1 Geomatics Analyst	Level 2	To be inserted upon award
G.1 Geomatics Analyst	Level 3	To be inserted upon award

Option Period 2 – Year 3		
Resource Category	Level of Expertise	Firm Per Diem Rate
G.1 Geomatics Analyst	Level 1	To be inserted upon award
G.1 Geomatics Analyst	Level 2	To be inserted upon award
G.1 Geomatics Analyst	Level 3	To be inserted upon award

Option Period 3 – Year 4		
Resource Category	Level of Expertise	Firm Per Diem Rate
G.1 Geomatics Analyst	Level 1	To be inserted upon award
G.1 Geomatics Analyst	Level 2	To be inserted upon award
G.1 Geomatics Analyst	Level 3	To be inserted upon award



Option Period 4 – Year 5		
Resource Category	Level of Expertise	Firm Per Diem Rate
G.1 Geomatics Analyst	Level 1	To be inserted upon award
G.1 Geomatics Analyst	Level 2	To be inserted upon award
G.1 Geomatics Analyst	Level 3	To be inserted upon award

# ANNEX "C"

## SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat W1786-21-0009
Security Classification / Classification de sécurité Unclassified

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>DND</b>		2. Branch or Directorate / Direction générale ou Direction CFINTCOM/CF Int Gp/MCE/HSO	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Provide professional services in creating/amending existing Digital Nautical Chart, Electronic Navigation Charts etc.			
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 checked="" type="checkbox"/> No Non	<input 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	Foreign / Étranger
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion	<input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN	<input type="checkbox"/>
Not releasable A ne pas diffuser	<input type="checkbox"/>		
Restricted to: / Limité à:	<input type="checkbox"/>	Restricted to: / Limité à:	<input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A	<input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	<input type="checkbox"/>
PROTECTED B PROTÉGÉ B	<input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE	<input type="checkbox"/>
PROTECTED C PROTÉGÉ C	<input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/>	NATO SECRET NATO SECRET	<input type="checkbox"/>
SECRET SECRET	<input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET	<input type="checkbox"/>
TOP SECRET TRÈS SECRET	<input type="checkbox"/>		<input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	<input type="checkbox"/>		<input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
Unclassified





Contract Number / Numéro du contrat W1786-21-0009
Security Classification / Classification de sécurité Unclassified

**PART A (continued) / PARTIE A (suite)**

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

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

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

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

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

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

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

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

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

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



Contract Number / Numéro du contrat W1786-21-0009
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?  No / Non  Yes / Oui  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

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?  No / Non  Yes / Oui  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

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).

*Page 4 of the SRCL intentionally left blank until Contract award.*

## APPENDIX A TO ANNEX A

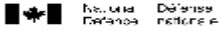
### TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
2. For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix C of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
  - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications).
  - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
  - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this Contract or if the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
  - (iv) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
  - (v) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
  - (vi) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through

which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Attachment 1.1 to determine each proposed resource's compliance with the mandatory criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criterion met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. Mandatory criteria will not be considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
4. During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
5. Only quotations that meet all of the mandatory criteria will be considered.
6. Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

# APPENDIX B TO ANNEX A TASK AUTHORIZATION FORM



## TASK AUTHORIZATION AUTORISATION DES TÂCHES

<p><b>All invoices/progress claims must show the reference Contract and Task numbers.</b>  <b>Toutes les factures doivent indiquer les numéros du contrat et de la tâche.</b></p>		Contract no. – N° du contrat <hr/> Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – A	<p><b>TO THE CONTRACTOR</b>                  You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.                  Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p><b>A L'ENTREPRENEUR</b>                  Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.                  Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p> <p style="text-align: center;">                     _____                      Date <span style="float: right;">for the Department of National Defence pour le ministère de la Défense nationale</span> </p>	
Delivery location – Expédié à		
Delivery/Completion date – Date de livraison/d'achèvement		
Contract item no. N° d'article du contrat	Services	Cost Prix
	<b>GST/HST TPS/TVH</b>	
	<b>Total</b>	
<p><b>APPLICABLE ONLY TO PWGSC CONTRACTS:</b> The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.  <b>NE S'APPLIQUE QU'ÀUX CONTRATS DE TPSGC :</b> La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p> <p style="text-align: center;">                     _____                      for the Department of Public Works and Government Services                      pour le ministère des Travaux publics et services gouvernementaux                 </p>		

DND 626 (01-05)

Design: Forms Management 993-4050  
Conception: Gestion des formulaires 993-4052



## APPENDIX C TO ANNEX A

### CERTIFICATIONS AT THE TA STAGE

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

#### 1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

#### 2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

#### 3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

**4. CERTIFICATION OF LANGUAGE**

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

## Attachment 1.1

### BID EVALUATION CRITERIA

#### 1.0 GENERAL

1. Where the post-secondary degree, diploma or certificate was successfully completed and obtained outside of Canada, Canada reserves the right to request a Canadian equivalency document issued by recognized academic credentials assessment organization showing the academic level obtained.

2. Unless the context otherwise requires, "experience in marine Geospatial Information Systems (GIS) applications" refers to experience acquired working with the following applications:

- a. CARIS software;
- b. ESRI software; and
- c. ECDIS

#### 2.0 LABOUR CATEGORIES AND QUALIFICATION REQUIREMENTS

The qualifications described below are the minimum qualifications that a resource must meet in order to provide any services under the relevant Support Stream.

##### 1. For all GIS Technologists (senior, intermediate and junior)

Each GIS Technologist resource proposed must meet one of the following education requirements:

- a. A Bachelor's degree from an accredited University specializing in GIS, Geomatics or Cartography;

OR

- b. a College Diploma in GIS;

OR

- c. Have successfully completed the marine cartographic module of the Multi-Disciplinary Hydrographer qualification with Canadian Hydrographic Services (CHS).

##### 2. Senior GIS Technologists - In addition to (1) above;

- a. must have a minimum of ten (10) years' experience in marine GIS applications for the purpose of producing maritime data and charts.

3. **Intermediate GIS Technologists - In addition (1) above;**

- a. must have at least five (5) years experience, within the last eight (8) years, in marine GIS applications for the purpose of producing maritime data and charts;

4. **Junior GIS Technologists - In addition to (1) above;**

- a. must have a minimum of one (1) year experience, within the last three (3) years, in marine GIS applications for the purpose of producing maritime data and charts.

2. MANDATORY REQUIREMENTS

#	Mandatory Requirements	Bidder Substantiation	Reference to Additional Substantiating Materials and Proof of Certification Included in the Bid
M1	<p>The <b>Junior</b> GIS Technologist must meet one of the following education requirements:</p> <ul style="list-style-type: none"> <li>a. Bachelor's degree from an accredited University specializing in GIS, Geomatics or Cartography; or</li> <li>b. College Diploma in GIS; or</li> <li>c. Have successfully completed the marine cartographic module of the Multi-Disciplinary Hydrographer qualification with Canadian Hydrographic Services (CHS).</li> </ul>		
M2	<p>The <b>Junior</b> GIS Technologist must have a minimum of one (1) year experience within the last three (3) years in marine GIS application for the purpose of producing maritime data and charts.</p>		
M3	<p>The <b>Junior</b> GIS Technologist must have a minimum of one (1) years' experience as a GIS Technologist.</p>		
M4	<p>The <b>Intermediate</b> GIS Technologist must meet one of the following education requirements:</p> <ul style="list-style-type: none"> <li>a. Bachelor's degree from an accredited University specializing in GIS, Geomatics or Cartography; or</li> </ul>		

	<p>b. College Diploma in GIS; or</p> <p>c. Have successfully completed the marine cartographic module of the Multi-Disciplinary Hydrographer qualification with Canadian Hydrographic Services (CHS).</p>		
M5	The <b>Intermediate</b> GIS Technologist must have a minimum of three (3) year experience within the last seven (7) years in marine GIS application for the purpose of producing maritime data and charts.		
M6	The <b>Intermediate</b> GIS Technologist must have a minimum of five (5) years' experience as a GIS Technologist.		
M7	<p>The <b>Senior</b> GIS Technologist must meet one of the following education requirements:</p> <p>a. Bachelor's degree from an accredited University specializing in GIS, Geomatics or Cartography; or</p> <p>b. College Diploma in GIS; or</p> <p>c. Have successfully completed the marine cartographic module of the Multi-Disciplinary Hydrographer qualification with Canadian Hydrographic Services (CHS).</p>		
M8	The <b>Senior</b> GIS Technologist must have a minimum of five (5) years' experience within the last ten (10) years in marine GIS application for the purpose of producing maritime data and charts.		
M9	The <b>Senior</b> GIS Technologist must have a minimum of ten (10) years' experience as a GIS Technologist.		

In the event two or more responsive bids have the same lowest evaluated price, the Proposal with the highest number of combined total years of experience demonstrated in Mandatory Criteria M3, M6 and M9 will be recommended for award of a Contract.

## Attachment 1.2

### PRICING SCHEDULE

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

#### Initial Contract Period

Initial Contract Period – Year 1				
	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C X D)
G.1 Geomatics Analyst	Level 1	100	\$	\$
G.1 Geomatics Analyst	Level 2	35	\$	\$
G.1 Geomatics Analyst	Level 3	10	\$	\$
Total Price Initial Contract Period				\$<TBD>

#### Option periods

Option Period 1 – Year 2				
	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C X D)
G.1 Geomatics Analyst	Level 1	100	\$	\$
G.1 Geomatics Analyst	Level 2	35	\$	\$
G.1 Geomatics Analyst	Level 3	10	\$	\$
Total Price Option Period 1				\$<TBD>

A day is defined as 7.5 hours

Option Period 2 – Year 3				
	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C X D)
G.1 Geomatics Analyst	Level 1	100	\$	\$
G.1 Geomatics Analyst	Level 2	35	\$	\$
G.1 Geomatics Analyst	Level 3	10	\$	\$
Total Price Option Period 2				\$<TBD>

Option Period 3 – Year 4				
	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C X D)
G.1 Geomatics Analyst	Level 1	100	\$	\$
G.1 Geomatics Analyst	Level 2	35	\$	\$
G.1 Geomatics Analyst	Level 3	10	\$	\$
Total Price Option Period 3				\$<TBD>

Option Period 4 – Year 5				
	(B)	(C)	(D)	(E)
Resource Category	Level of Expertise	Estimated Number of Days	Firm Per Diem Rate	Total Cost (C X D)
G.1 Geomatics Analyst	Level 1	100	\$	\$
G.1 Geomatics Analyst	Level 2	35	\$	\$
G.1 Geomatics Analyst	Level 3	10	\$	\$
Total Price Option Period 4				\$<TBD>

Total Bid Price	
(Initial Contract Period + Option Period 1+Option Period 2 + Option Period 3 + Option Period 4)	\$<TBD>

**BID SUBMISSION FORM**

BID SUBMISSION FORM		
Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003]  [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]		
<b>Jurisdiction of Contract:</b> Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
<b>Bidder's Proposed Site(s) or Premises Requiring Safeguard Measures.</b> See Part 3 for instructions.  (Note: Procurement Officers should delete if this requirement was not included in Part 6)	Address of proposed site or premise: _____ City: _____ Province: _____ Postal Code: _____ Country: CANADA	
<b>Former Public Servants</b>	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?  Yes ____ No ____	



See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
<b>Security Clearance Level of Bidder</b> [include both the level and the date it was granted]  [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]		
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:		
<ol style="list-style-type: none"> <li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li> </ol>		
<b>Signature of Authorized Representative of Bidder</b>		