

**REQUEST FOR QUOTATION/OFFER
DEMANDE DE PRIX/D'OFFRE**

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Title - Titre	
Solicitation No – N° de l'invitation	Date of Solicitation – Date de l'invitation
Address Enquiries to – Adresser toutes questions à	
Telephone No. – N° de téléphone	FAX No – N° de fax
Destination	
F.O.B. - F.A.B.	
Plant - Usine: (___) Destination: (___) Other - Autre: (___)	

Proposal To: National Defence Canada

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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale Canada

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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments – Commentaires

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/PST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Provincial Sales Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVP/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente provinciale/taxe de vente harmonisée doit être indiqué séparément.

Solicitation Closes - L'invitation prend fin	Delivery required - Livraison exigée	Delivery offered - Livraison proposée
At - à : Time Zone / Fuseau horaire	Vendor Name and Address - Raison sociale et adresse du fournisseur	
On - le :		
Former public servant in receipt of a pension Is the bidder a former public servant in receipt of a pension? Ancien fonctionnaire touchant une pension Est-ce que le soumissionnaire est un ancien fonctionnaire touchant une pension ?	Name and title of person authorized to sign on behalf of vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Yes - Oui (___) No - Non (___)	Name - Nom _____ Title - Titre _____	
	Signature _____ Date _____	

**HIGH COMPLEXITY BID SOLICITATION AND RESULTING
CONTRACT**

**FOR CONTRACTS AGAINST A SUPPLY ARRANGEMENT FOR
TASK- BASED INFORMATICS PROFESSIONAL SERVICES
(TBIPS)**

**A.6 PROGRAMMER/SOFTWARE DEVELOPER FOR
THE DEPARTMENT OF NATIONAL DEFENCE**

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Solicitation No. - N° de l'invitation
W0106-23W604/A
Client Ref. No. - N° de réf. du client
W0106-23W604

Amd. No. - N° de la modif.
File No. - N° du dossier
W0106-23W604

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

This document states terms and conditions that apply to this bid solicitation. It is divided into seven parts plus attachments and annexes, as follows:

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

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

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

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

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; 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, Basis of payment, Bid evaluation criteria, 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 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 up to 2 contracts in each of 2 Workstreams, with each contract purchasing Work from only one Workstream. Each contract will be for 8 months plus 4 irrevocable options of 6 months allowing Canada to extend the term of the contract. Bidders do not have to submit a bid for each Workstream. In the event that a Bidder wants to bid on more than one Workstream, a separate technical bid should be submitted for each Workstream if the Bidder chooses to submit its bid in hard copies.
- (c) There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- (d) The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 – Resulting Contract Clauses and the attachment 5 titled "Federal Contractors Program for Employment Equity – Certification."
- (e) As of October 11, 2019, it is mandatory to consider including accessibility criteria in procurement requirements for goods or services, in accordance with subsections 4.2.26 and 4.2.27 of the Treasury Board Contracting Policy. If after meaningful consideration, it is determined by the Technical Authority that it is not appropriate to include accessibility criteria as part of the requirement, the Technical Authority must provide a clear

justification to the procurement officer/buyer as to why accessibility was not included in their procurement. The procurement officer/buyer must then ensure that the justification is kept on file for that procurement.

Include the following sentence if Accessibility criteria apply to the requirement. If there is no Accessibility criteria, a justification must be put on file as to the reason why accessibility does not apply.

Considering accessibility criteria and features is obligatory with this requirement. For additional information consult the [Treasury Board Contracting Policy](#).

- (f) 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.

All TBIPS SA Holders currently holding a TBIPS SA for Tier 1 in the Quebec Region under the EN578-170432 series of SA's are invited to bid on this requirement.

- (g) 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.

- (h) For each Workstream, the Resource Categories described below are required on an as and when requested basis in accordance with the TBIPS SA Annex "A":
(<https://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/categories-eng.html>) :

WORKSTREAM 1

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
A.6. Programmer/Software Developer	Minimum of two years' experience	2

WORKSTREAM 2

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
A.6. Programmer/Software Developer	Minimum of two years' experience	2

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be 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 \(https://publications.gc.ca/site/eng/9.504677/publication.html\)](https://publications.gc.ca/site/eng/9.504677/publication.html) issued by Public Works and Government Services Canada.
- (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(s).
- (c) The 2003 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation.
- (d) Subsection 3.a. of Section 01, Integrity provisions - bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:
 - a. at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.
- (e) Subsection 4 of Section 05, Submission of bids of Standard Instructions 2003 incorporated by reference above, is amended as follows:
 - Delete: 60 days
 - Insert: 180 days

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 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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 awarded to FPSs, Bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

(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 FPSs 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 websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

(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 Quebec.

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 Intellectual Property

- (a) The Department of National Defence has determined that any intellectual property rights arising from the performance of the Work under any resulting contract will vest in Canada.

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 (1 soft copie on PDF)
 - ii. Section II: Financial Bid (1 soft copie on PDF)
 - iii. Section III: Certifications not included in the Technical Bid (1 soft copie on PDF)

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 :
- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - ii. use a numbering system that corresponds to the bid solicitation;
 - iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
 - iv. Include a table of contents.
 - v. Soft copies will be accepted in any of the following electronic formats:
 - Portable Document Format .pdf
- (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: [Green Procurement - Buying and Selling - PWGSC \(tpsgc-pwgsc.gc.ca\)](https://www.tpsgc-pwgsc.gc.ca/green-procurement-buying-selling). 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, duo tangs 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 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) A single bid may contain bids to be awarded a contract in one or more Workstreams. However, a bid may not contain a bid from the Bidder, including related entities to be awarded more than one contract in any given Workstream.
- (iii) 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.
- (iv) 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" 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 and the Bidder's Procurement Business Number, 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) **Substantiation of Technical Compliance:**
- (A) **Mandatory Technical Criteria:** The technical bid must substantiate the compliance with the specific articles of Annex "C", 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 resources comply 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 APPENDIX A TO ANNEX A, 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.
- (B) **Point-Rated Technical Criteria:** The technical bid must substantiate the compliance with the specific articles of APPENDIX A TO ANNEX A, 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 resources comply is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be rated accordingly. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of APPENDIX A TO ANNEX A, 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.

- (iii) **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Annex "B". The same individual must not be proposed for more than one Resource Category or more than one Workstream. 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 (refer to Part 5, Certifications).
 - (B) For educational requirements for a particular degree, designation or certificate, PWGSC will only consider educational programs 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 is requested to 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 have been 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 is requested to 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 program, except for experience gained through a formal co-operative program at a post-secondary institution.
 - (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, PWGSC 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. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the qualification requirements, 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.

(iv) **Customer Reference Contact Information:**

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 if requested by Canada, if the facts identified in the Bidder's bid, as required by Annex "C".

- (A) 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.

- (B) For each customer reference, the Bidder must, at a minimum, provide the name, telephone number and e-mail address for a contact person.

Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

- (v) **Corporate Profile:** The Bidder is requested to provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the

Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, and years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.

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"**. 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 quoted 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) **Variation in Resource Rates By Level:** Where the financial tables provided by Canada allow different firm rates to be charged for different levels of experience within the same resource category and time period, for any such resource category and time period:
- (i) the rate bid for level three must be the same or higher than that bid for level two, and
 - (ii) the rate bid for level two must be the same or higher than the rate bid for level one.
- (d) **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.
- (e) **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.
- (f) **Electronic Payment of Invoices – Bid:** If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment "3" Electronic Payment Instruments, to identify which ones are accepted. If Attachment "3" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.4 Section III: Certifications

It is a requirement that bidders submit the certifications and additional information identified under Part 5.

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Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed 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 the Client 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) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
- (A) verify any or all information provided by the Bidder in its bid; or
- (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,
- The Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
- (iii) **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 separate technical evaluation will be conducted for each Workstream.

- (a) **Mandatory Technical Criteria:**
- (i) Each bid will be reviewed for compliance with 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 declared non-responsive and be disqualified.
- (ii) The mandatory technical criteria are described in APPENDIX A TO ANNEX A.
- (b) **Point-Rated Technical Criteria:**
- (i) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.
- (ii) The rated requirements are described in APPENDIX A TO ANNEX A.

4.3 Financial Evaluation

- (a) The financial evaluation will be conducted using the firm per diem rates provided by responsive bids. A separate evaluation will be conducted for each Workstream.
- (b) Mandatory Financial Criteria
 - (i) Formulas 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 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 35% 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 - Highest Combined Rating of Technical Merit and Price

- 1) To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation; and
 - b) meet all mandatory criteria; and
 - c) obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 160 points.
- 2) Bids not meeting (choose "(a) or (b) or (c)") will be declared non-responsive.
- 3) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
- 4) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
- 5) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
- 6) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$

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Combined Rating	83.84	75.56	80.89
Overall Rating	1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with Bid

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided 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 at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website. (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed **Attachment "2"**, Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Attachment "2" Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

(b) Professional Services Resources

- (i) 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.
 - (ii) 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.
 - (iii) 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;
 - D. the name, qualifications and experience of a proposed replacement immediately available for work; and
 - E. 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.

- (iv) If a 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.

(c) Certification of Language - English or Bilingual or French Essential

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be

- a. fluent in French. The individual(s) proposed must be able to communicate orally and in writing in French without any assistance and with minimal errors; or
- b. fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors; or
- c. 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.

(d) 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 AND OTHER REQUIREMENTS

6.1 Security Requirement

- (a) Before award of a contract, 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 meet the security requirements 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) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- (d) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- (a) _____ (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. 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:** Under the Contract, the "**Client**" is the Department of National Defence.

7.2 Task Authorization

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; and
- (ii) "**Minimum Contract Value**" means 10 % (excluding Applicable Taxes).
- (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 total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire 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.

(a) **General Conditions:**

- (i) 2035ACB (2023-04-24), AchatsCanadaBuys General Conditions: Higher Complexity – ServicesWith respect to Section 30 - Termination for Convenience, of General Conditions 2035, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

04. 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.

05. 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 Work 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.

06. 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.

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
 - (ii) 4007 (2022-12-01), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;
- apply to and form part of the Contract.

7.5 Security Requirement

The following security requirements (SRCL # COMMON-PS-SRCL#6 and related clauses provided by the Contract Security Program) as set out under Annex "B" to the Supply Arrangement, applies to and forms part of the Contract.

Security clauses

Security requirement for Canadian supplier: Public Works and Government Services Canada (PWGSC) file # Common-professional services security requirement check list #6

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
2. The contractor/offeror personnel requiring access to **protected** information, assets or sensitive work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP, PWGSC
3. The contractor/offeror **must not** remove any **protected** information or assets from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
5. The contractor/offeror must comply with the provisions of the:

-
- a. Security Requirements Check List and security guide (if applicable), attached at Annex "C"
 - b. Contract Security Manual (latest edition).

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 8 months later; 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 6 months 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 contract amendment.

7.7 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Jean-Philippe Dufault

Title: Procurement Manager-Supervisor

Department of National Defence | Government of Canada

Directorate: Technical Service of the 2nd Canadian Division Support Group

Address: Building 501, local 109, BS 2 Div CA Valcartier, CP 1000 Succ Forces, Courcellette, G0A 4Z0, Quebec

Telephone: 418-844-5000 x 7363

E-mail address: jean-philippe.dufault2@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

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.

Contractor's Representative

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

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) **Services provided with a Maximum Price:** For professional services requested by Canada, Canada will pay the Contractor, in arrears, up to the Maximum Price in the Contract, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex "B", Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

- (ii) **Travel and Living Expenses – National Joint Council Travel Directive** [The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All travel must have the prior authorization of the "Technical Authority". Travel requests will only be considered for a work location which is located more than 100 kilometers from (insert the standard work location under this contract). The Contractor will be paid for actual time spent travelling at half the hourly rate. The hourly rate will be determined by dividing the firm per diem rate set out in Annex "B" by 7.5 hours. All payments are subject to government audit.

- (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) **Contractor's Firm Per Diem Rates:** The Contractor agrees that the rates set out in Annex "B" remain firm throughout the Contract Period, except as may be provided for in the express terms of the contract. In reference to Article 18(1) of SACC General Conditions 2035, the Contractor acknowledges that its obligation to provide services in accordance with the firm rates set out in Annex "B" is unaffected by the application of any existing law or any new law which may come into effect during the Contract Period.
- (v) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time 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 or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- (vi) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

(B) Limitation of Expenditure

- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (ii) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceed before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (A) when it is 75 percent committed, or
 - (B) 4 months before the Contract expiry date, or
 - (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (iii) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

(C) Method of Payment - 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; and
- (iii) the Work performed has been accepted by Canada..

(D) Electronic Payment of Invoices – Contract

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

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only);
- (vi) Large Value Transfer System (LVTS) (Over \$25M)

(E) 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 Contractor must repay any overpayment, at Canada's request.

(F) Payment Credits

- (i) **Failure to Provide Resource:**
- (A) If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of **10 days**.
- (B) **Corrective Measures:** If credits are payable under this Article for **two consecutive months** or for **three months in any 12-month period**, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake 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 **20 working days** to rectify the underlying problem.
- (C) **Termination for Failure to Meet Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving

the Contractor **three months'** written notice of its intent, if any of the following apply:

- (1) the total amount of credits for a given monthly billing cycle reach a level of **10%** of the total billing for that month; or
- (2) the corrective measures required of the Contractor described above are not met.

This termination will be effective when the **three month** notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those **three months**.

- (ii) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
 - (iii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
 - (iv) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
 - (v) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
 - (vi) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.
- (G) **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.

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- (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.
- (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 and two copies of each invoice to the Technical Authority, and a copy to the Contracting Authority.

7.11 Certifications and Additional Information

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

7.12 Federal Contractors Program for Employment Equity - Default by Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.13 Copyright In Material

- (a) In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract that is required by the Contract to be delivered to Canada and in which copyright subsists, excluding any computer software code and all documentation manuals or guides intended to assist end users or technicians in respect of that code. "Material" does not include anything created by the Contractor before the award date of the Contract.
- (b) Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- (c) The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.
- (d) The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

7.14 Applicable Laws

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

7.15 Priority of Documents

If there is a discrepancy between the wording 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:
 - (i) 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
 - (ii) 4007 (2022-12-01), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information; General Conditions 2035ACB (2023-04-24), AchatsCanadaBuys General Conditions: Higher Complexity – Services;
- (c) Annex "A", Statement of Work, *including its Appendices as follows:*
 - (i) *Appendix A to Annex "A" - Resource Assessment Criteria and Response Table;*
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Security Requirements Check List;
- (f) the Contractor's bid dated _____ *(insert date of bid) (if the bid was clarified or amended, insert the time of contract award), as clarified on _____ "or" as amended _____ (insert date(s) of clarification(s) or amendment(s) if applicable.)*

7.16 Defence Contract

- (a) SACC Manual clause A9006C (2012-07-16) Defence Contract

7.17 Foreign Nationals (Canadian Contractor)

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

7.18 Foreign Nationals (Foreign Contractor)

- (a) SACC Manual clause A2001C (_____) *(insert date)* Foreign Nationals (Foreign Contractor)

7.19 Insurance Requirements

(a) Compliance with Insurance Requirements

- (i) 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.
- (ii) 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.

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- (iii) 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**
- (i) 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.
- (ii) 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 Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (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.

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- (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**
- (i) 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.
 - (ii) 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.
 - (iii) 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 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 caused by the Contractor's performance or failure to perform the Contract 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's performance or failure to perform the Contract that relate to:
 - (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 subparagraph (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 back-up kept by Canada. Canada is responsible for maintaining an adequate back-up 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 or joint and solidarily liable, 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 Sub-article (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 Sub-article (c).

7.21 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is [REDACTED] 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) [REDACTED] 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.

7.22 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, 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 Article titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- (i) 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 having this knowledge, 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.

- (ii) 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 in whole or in part for default under the Article titled "Default of the Contractor", or
- (B) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor to propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that are similar 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 (ii) (A) above, or require another replacement in accordance with this sub-article (c).

Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Article. 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.

- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that an original or replacement 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 a resource to stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.23 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.

7.24 Representations and Warranties

The Contractor made statements regarding its [own](#) and its proposed resources' experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have and maintain, 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.

7.25 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.26 Government Property

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

- (a) See Annex "A"

7.27 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX A - STATEMENT OF WORK - WORKSTREAM 1

Two intermediate-level Oracle APEX developers needed

1. Scope

1.1. Objective

As part of an initiative to digitize its processes, the Department of National Defence (DND) is looking to improve and develop applications that will enable the organization to become more efficient. To achieve that, DND requires two IT resources in Stream 1 – Application Services “A.6 Programmer/Software Developer, with at least 2 years of experience, fluent in French, bilingual, or English with valid enhanced reliability check (ERC) security clearance.” The two resources should have significant experience in application development with Oracle APEX technologies (version 5 or higher).

1.2. Background

The Technical Squadron will need two programmers ([A.6 Programmer/Software Developer](#)) for intermediate-level Oracle Apex development to assist in the completion of the project. Once project is completed, application support will be provided by DND resources.

“2022-00042 FARO 3” project

- As part of this project for Corp Svcs, the Technical Squadron would like to avail itself of the services of two Oracle Apex developers.
- The primary aim of the project is to expand the application across DND.

1.3. Terminology

ACRONYM	DESCRIPTION
2 Cdn Div	2nd Canadian Division
2 CDSG	2nd Canadian Division Support Group
DND	Department of National Defence
TA	Technical Authority

2. Reference document

- Resources will have access to analysis documents produced by DND analyst-programmers.
- Documents concerning development norms and standards will also be provided.

3. Requirements

3.1. Professional services requested.

This requirement is for the provision of the services of two IT resources:

[TBIPS Stream 1 – A.6 Programmer/Software Developer](#) – with at least two years' experience with ERC security clearance.

3.2. Estimated level of effort for the project

3.2.1. Firm period: contract award date to 8 months later ((the date will be adjusted according to the day of return of the resource)

- Approximately 166 days (1170 hours).
- Two [A.6 Programmers/software developers](#) in Oracle Apex with at least two years of experience.
- The consultants will be allocated for the firm period based on the above-mentioned project.
- The “2022-00042 FARO 3” project will be assigned two contract programmers.
- Consultants released from completed project could be assigned to another project (see the list of projects in Annex D).

3.2.2. Optional period 1: From _____ to _____ (6 months).

- Approximately 114 days (855 hours).
- Two [A.6 Programmers/software developers](#) in Oracle Apex with at least two years of experience.
- The consultants required will be determined 30 days before the end of the initial period based on the progress of the project.
- Consultants released from completed project could be assigned to another project (see the list of projects in Annex D).

3.2.3. Optional period 2: From _____ to _____ (6 months).

- Approximately 114 days (855 hours).
- Two [A.6 Programmers/software developers](#) in Oracle Apex with at least two years of experience.
- The consultants required will be determined 30 days before the end of the initial period based on the progress of the project.
- Consultants released from completed project could be assigned to another project (see the list of projects in Annex D).

3.2.4. Optional period 3: From _____ to _____ (6 months).

- Approximately 114 days (855 hours).
- Two [A.6 Programmers/software developers](#) in Oracle Apex with at least two years of experience.
- The consultants required will be determined 30 days before the end of the initial period based on the progress of the project.
- Consultants released from completed project could be assigned to another project (see the list of projects in Annex D).

3.2.5. Optional period 2: From _____ to _____ (6 months).

- Approximately 114 days (855 hours).
- Two [A.6 Programmers/software developers](#) in Oracle Apex with at least two years of experience.
- The consultants required will be determined 30 days before the end of the initial period based on the progress of the project.
- Consultants released from completed project could be assigned to another project (see the list of projects in Annex D).

Optional periods will be applied to each resource individually as required.

4. Task description

The following tasks will be performed by the consultants (this is not an exhaustive list).

4.1. Tasks generic to the project

- a. Model the database using at least the first three normal forms;
- b. Develop an application using Oracle's APEX technologies (version 22);
- c. Develop PL/SQL stored procedures, functions, packages and triggers;
- d. Deploy the various versions in our different environments (development, test and prod);
- e. Document the code;
- f. Optimize code as needed to deliver a high-performance application;
- g. Adhere to our development standards;
- h. Provide an application that can be used in both official languages;
- i. Meet our application development security standards;
- j. Write technical documents;
- k. Participate in meetings and collaborate with DND employees;
- l. Read and interpret analysis documents;
- m. Carry out tasks and follow priorities defined by the identified DND employee;
- n. Produce procedures for loading test cases;
- o. Develop test scenarios;
- p. Perform unit and integration tests; and
- q. Check that error messages are present and correct.

4.2. "2022-00042 FARO 3" project

Here are some high-level tasks specific to this project, following an Agile development process, with detailed analysis to come.

-
- Modification of and addition to the database for greater flexibility.
 - Management of import files based on division/unit.
 - Development of the administration module: modify to allow user groups to be added across DND.
 - Development of an interface for settings specific to each division/unit.
 - Development of the transactions, archives, reports and client modules: modify to enable different user groups to work in the same application while preserving the integrity of their own data only.
 - Modification and addition of control measures for data input.
 - Development of the claims-management module.

5. Deliverables

5.1. The deliverables are as follows:

3.4.1.1 For the “2022-00042 FARO 3” project, new functionalities will be required to enable DND-wide expansion and allow other divisions/units to use the application.

- Modification of and addition to the database for greater flexibility.
 - Estimated level of effort: 2 months.
- Management of import files based on division/unit.
 - Estimated level of effort: 2 months.
- Administration module: modify to allow user groups to be added across DND.
 - Estimated level of effort: 2 months.
 - Prerequisites: database tasks (first point above).
- Enabling of certain division/unit-specific parameters.
 - Estimated level of effort: 1 month.
 - Prerequisites: database tasks (first point above).
- Development of the transactions, archives, reports and client modules: modify to enable different user groups to work in the same application while preserving the integrity of their own specific data.
 - Estimated level of effort: 3 months.
 - Prerequisite: Administration module completed (third point above).
- Modification and addition of control measures for data input.
 - Estimated level of effort: 1 month.
 - Prerequisite: Complete the transactions, archives, reports and client modules (fifth point above).
- Development of the claims management module.
 - Estimated level of effort: 6–12 months.
 - Prerequisites: all previous tasks.

5.2. Acceptance of deliverables for the project

- The code is adequately commented.
- The code complies with IT Svc standards. A standard document will be provided to the consultants.
- The code will be reviewed by a DND analyst-programmer, who will provide a report on whether or not the application has been accepted. That person will indicate what corrective action must be taken, if necessary. The requested changes will have to be carried out and revised again.

-
- The application meets the needs expressed in the user stories.
 - The number and density of anomalies should demonstrate that unit tests have been carried out.
 - Technical guides should be based on existing IT Svc guides. Sample guides will be provided to consultants.
 - The supplier will be responsible for translating the technical guides and the application.

6. Limitations and constraints

- The work will be done for the Technical Squadron/Application Architecture section.
- The Application Architecture development team will check the quality of the final product.
- The resource will only have access to information available exclusively at Canada's facilities located at Montreal Garrison, Saint-Jean Garrison and Support Base Valcartier in Quebec.
- All deliverables generated in the execution of services defined above, developed and/or updated by the resource will be for the review, approval and signature (where required) of the TA.
- Decisions concerning revision or definition of policy, budgets, as well as contractual obligations and requirements, are excluded from the resource's services. The resource must limit himself to providing comments and recommendations only to the TA on these issues.
- The resource providing the services will be independent of direct control by servants of Canada and are not in any respect employees or servants of Canada.
- During the performance of the contract, the resource must not direct any departmental organizations, employee or personnel of any third parties with whom Canada has or intends to contract to perform any action.
- At all times during the provision of the required services, the resource is not to have access to any proprietary information including, but not limited to, financial information or technical information concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain (eg, total value of contracts awarded). The resource may be provided with proprietary information required to perform the assigned tasks if the resource complies with the non-disclosure and confidentiality agreement contained in the request for proposal.
- All drawings, software code, reports, data, documents and materials provided to the resource by Canada or produced by the resource's personnel in providing services under the contract remains the property of Canada and must be used solely in support of the contract's requirements. The resource is required to protect the listed information and documents from unauthorized use. It must not disclose them to third parties or to persons or organizations outside DND without the express written permission of the TA. Such information and documents must be returned to the TA upon completion of work or when requested by the TA.
- All correspondence, either produced by the contractor's personnel or by any section of DND, shall be submitted to the TA. "Correspondence" is defined as records of conversation or decisions as well as any written correspondence in any format.

- The TA or other authorized departmental government representative must have access at all times to the work and to the plant or facility where any part of the work is being performed.
- The resource must not use Government of Canada or DND designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that, in any manner, leads others to perceive the resource as being an employee of Canada.

7. Place of work

- The work will be carried out at one of the three garrisons where 2 CDSG operates, and via telework.

Base	Address
Longue-Pointe	2 CDSG IT Svc Building 193, 4th Avenue Montreal Garrison H1N 3R2 (building to be confirmed by the TA in the contract)
Valcartier	2 CDSG IT Svc 501 General T. L. Tremblay Street Support Base Valcartier Courcelette, QC Canada, G0A 4Z0
Saint-Jean-sur-Richelieu	2 CDSG IT Svc Mega Building, 25 Grand Bernier Road North Saint-Jean Garrison Saint-Jean-sur-Richelieu, Quebec J3B 2N7

- The DND programmer-analysts are present two days a week at their respective bases. On these days, it is therefore desirable for contracted resources to be physically present at the same base as DND programmer-analysts. In general, DND IT resources are present on Wednesdays and Thursdays. For the other days, the programmers supplied by the contractor may telework.

Project	Base	Address
2022-00042 FARO 3	Valcartier	Building 193, 4th Avenue,

		Montreal Garrison H1N 3R2
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- DND offices will be open from 0700 hrs to 1600 hrs, and consultants will be able to be on site only when DND programmers are on site.

8. Travel requirements

- Occasionally, the resource may be required to travel outside the area of Montreal, Saint-Jean or Valcartier Garrison.
- All travel will require the prior approval of the TA or the authorized representative and must comply with Treasury Board guidelines.
- The requirement for any travel and subsequent trip reports (content and format) will be identified by the TA.
- If required by the TA, the resource shall prepare a trip report and provide it to the TA, for review and approval, no later than five working days after returning from the trip.

9. Meetings

Meetings are regularly scheduled for the duration of the mandate. Following an agile development method, we will hold the following meetings: sprint planning, daily scrum, sprint review and sprint retrospective.

10. Equipment and information provided by Canada

DND will provide sufficient office space for the days when resources are required to be in the office, as well as access to the premises subject to normal security requirements. The presence of resources in person is desirable to promote exchanges with DND programmer-analysts. Given the project's tight deadlines, on-site exchanges twice a week will facilitate project progress.

DND will provide the computer equipment (DND computers) that will enable the resources to access the Defence network (only Defence computers can access Defence networks). In addition, the resources will have to modify existing applications or develop new ones. These applications will be linked to existing applications or packages. Developing outside our environment would add complexity, which would translate into longer lead times and higher costs. Access to DND IT equipment and networks is subject to normal security requirements.

A designated DND representative will be on hand at each site to answer any questions the resource may have.

Wherever possible, DND will provide standards, policies, guidelines and relevant documents to describe how application systems are designed and configured.

11. Security requirements

There is a security requirement associated with this requirement.

- No information regarding this contract will be disclosed to anyone who is not directly involved in the tendering process or in the eventual performance of the work;
- All information regarding DND IT equipment, including its location, is also subject to the above restriction;

-
- All routines or scripts containing DND information (including, but not limited to, the building number and phone number) are DND property;
 - The selected contractor must hold an organization security clearance at the appropriate level before the proposals are evaluated or after the contractor is selected;
 - The resource provided by the contractor must hold a VALID personal security clearance at the appropriate level;

Since the work will be done on DND premises, the contractor must submit a visit clearance request (VCR) to the Canadian and International Industrial Security Directorate (CIISD) at Public Services and Procurement Canada (PSPC). The work cannot begin until the VCR has been approved.

ANNEX A - STATEMENT OF WORK - WORKSTREAM 2

Six intermediate-level Oracle APEX developers needed

1. Scope

1.1. Objective

As part of an initiative to digitize its processes, the Department of National Defence (DND) is looking to improve and develop applications that will enable the organization to become more efficient. To achieve that, DND requires **two** IT resources in Stream 1 – Application Services “A.6 Programmer/Software Developer, with at least 2 years of experience, fluent in French, bilingual, or English with valid enhanced reliability check (ERC) security clearance.” The **two** resources should have significant experience in application development with Oracle APEX technologies (version 5 or higher).

1.2. Background

The Technical Squadron will need **two** programmers ([A.6 Programmer/Software Developer](#)) for intermediate-level Oracle Apex development projects to assist in the completion of their project. Once the project is completed, application support will be provided by DND resources.

“2022-00029-Clothing distribution management system” project

- As part of this project for Tech Svcs, the Technical Squadron would like to avail itself of the services of two Oracle Apex developers.
- The aim of the project is to automate the process of distributing and retrieving equipment loaned to recruits for their stay in the Forces (clothing parade, returns parade) by means of an electronic tablet on which the items given to each recruit will be scanned.

1.3. Terminology

ACRONYM	DESCRIPTION
2 Cdn Div	2nd Canadian Division
2 CDSG	2nd Canadian Division Support Group
DND	Department of National Defence
Tech Svcs	Information Technology Svcs
TA	Technical Authority

Clothing parade	Activity during which a platoon of recruits collects their clothing and equipment.
Returns parade	Activity during which a platoon of recruits returns their clothing and equipment.

2. Reference document

- Resources will have access to analysis documents produced by DND analyst-programmers.
- Documents concerning development norms and standards will also be provided.

3. Requirements

3.1. Professional services requested

This requirement is for the provision of the services of **two** IT resources:

[TBIPS Stream 1 – A.6 Programmer/Software Developer](#) – Level 1, with at least two years' experience, unilingual French with ERC security clearance.

3.2. Estimated level of effort for this project

3.2.1. Firm period: contract award date to 8 months later ((the date will be adjusted according to the day of return of the resource)

- Approximately 166 days (1170 hours).
- Two [A.6 Programmers/software developers](#) in Oracle Apex with at least two years of experience.
- The consultants will be allocated for the firm period based on the above-mentioned project.
- The “2022-00029-Clothing distribution management system” project will be assigned two contract programmers.
- Consultants released from completed project could be assigned to another project (see the list of projects in Annex D).

3.2.2. Optional period 1: From _____ to _____ (6 months).

- Approximately 114 days (855 hours).
- Two [A.6 Programmers/software developers](#) in Oracle Apex with at least two years of experience.
- The consultants required will be determined 30 days before the end of the initial period based on the progress of the project.
- Consultants released from completed project could be assigned to another project (see the list of projects in Annex D).

3.2.3. Optional period 2: From _____ to _____ (6 months).

-
- Approximately 114 days (855 hours).
 - Two [A.6 Programmers/software developers](#) in Oracle Apex with at least two years of experience.
 - The consultants required will be determined 30 days before the end of the initial period based on the progress of the project.
 - Consultants released from completed project could be assigned to another project (see the list of projects in Annex D).

3.2.4. Optional period 3: From _____ to _____ (6 months).

- Approximately 114 days (855 hours).
- Two [A.6 Programmers/software developers](#) in Oracle Apex with at least two years of experience.
- The consultants required will be determined 30 days before the end of the initial period based on the progress of the project.
- Consultants released from completed project could be assigned to another project (see the list of projects in Annex D).

3.2.5. Optional period 4: From _____ to _____ (6 months).

- Approximately 114 days (855 hours).
- Two [A.6 Programmers/software developers](#) in Oracle Apex with at least two years of experience.
- The consultants required will be determined 30 days before the end of the initial period based on the progress of the project.
- Consultants released from completed project could be assigned to another project (see the list of projects in Annex D).

Optional periods will be applied to each resource individually as required.

4. Task description

The following tasks will be performed by the consultants (this is not an exhaustive list).

4.1. General tasks

- a. Model the database using at least the first three normal forms;
- b. Develop an application using Oracle's APEX technologies (version 22);
- c. Develop PL/SQL stored procedures, functions, packages and triggers;
- d. Deploy the various versions in our different environments (development, test and prod);
- e. Document the code;
- f. Optimize code as needed to deliver a high-performance application;
- g. Adhere to our development standards;
- h. Provide an application that can be used in both official languages;
- i. Meet our application development security standards;

- j. Write technical documents;
- k. Participate in meetings and collaborate with DND employees;
- l. Read and interpret analysis documents;
- m. Carry out tasks and follow priorities defined by the identified DND employee;
- n. Produce procedures for loading test cases;
- o. Develop test scenarios;
- p. Perform unit and integration tests; and
- q. Check that error messages are present and correct.

4.2. “2022-00029 – Clothing distribution management system” project

Here are some high-level tasks specific to this project, following an Agile development process, with detailed analysis to follow. Agile mode is a practice that is used and recommended in the IT field. In Agile mode, we know the high-level backlog at the start of the project and the details for the first two iterations. Detailed analysis is not currently available, even for the first two iterations. Our analysts are assigned to other projects at the moment and will detail their analysis of the project a few weeks before the consultants arrive.

- Development of the “Clothing list creator” module.
- Development of the “Taking measurements” module.
- Development of the “Filling a recruit's basket” module.
- Development of the module “Creating an equipment list for a platoon.”
- Development of the “Returns parade” module.
- Development of the administration module: modify to allow for the addition of user groups throughout DND.

5. Deliverables

5.1. The deliverables are as follows:

For the “2022-00029 – Clothing distribution management system” project, the following modules must be delivered before the project can be considered complete.

- Creation and configuration of the database and creation of the APEX application.
 - Estimated level of effort: 0.5 months.
- Module 1: Clothing list creator
 - Estimated level of effort: 1 month.
 - Prerequisites: creation of the database and APEX application.
- Module 2: Taking measurements
 - Estimated level of effort: 1 month.
 - Prerequisites: creation of the database and APEX application.
- Module 3: Filling a recruit's basket
 - Estimated level of effort: 1.5 months.
 - Prerequisites: modules 1 and 2.
- Module 4: Exporting platoon data (equipment and clothing)

- Estimated level of effort: 1 month.
- Prerequisites: Module 3.
- Module 5: Returns parade
 - Estimated level of effort: 0.5 months.
 - Prerequisites: Module 3.
- Admin module
 - Estimated level of effort: 1 month.
 - Prerequisites: modules 1, 2, 3, 4 and 5.
- Application technical guide for future maintenance
 - Estimated level of effort: 1 month.
 - Prerequisites: modules 1, 2, 3, 4 and 5.
- Test plan
 - Estimated level of effort: 0.5 months.
 - Prerequisites: modules 1, 2, 3, 4 and 5.

5.2. Acceptance of deliverables for each project

- The code is adequately commented.
- The code complies with IT Svc standards. A standard document will be provided to the consultants.
- The code will be reviewed by a DND analyst-programmer, who will provide a report on whether or not the application has been accepted. That person will indicate what corrective action must be taken, if necessary. The requested changes will have to be carried out and revised again.
- The application meets the needs expressed in the user stories.
- The number and density of anomalies should demonstrate that unit tests have been carried out.
- Technical guides should be based on existing IT Svc guides. Sample guides will be provided to consultants.
- The supplier will be responsible for translating the technical guides and the application.

6. Limitations and constraints

- The work will be done for the Technical Squadron/Application Architecture section.
- The Application Architecture development team will check the quality of the final product.
- The resource will only have access to information available exclusively at Canada's facilities located at Montreal Garrison, Saint-Jean Garrison and Support Base Valcartier in Quebec.
- All deliverables generated in the execution of services defined above, developed and/or updated by the resource will be for the review, approval and signature (where required) of the TA.
- Decisions concerning revision or definition of policy, budgets, as well as contractual obligations and requirements, are excluded from the resource's services. The resource must limit himself to providing comments and recommendations only to the TA on these issues.

- The resource providing the services will be independent of direct control by servants of Canada and are not in any respect employees or servants of Canada.
- During the performance of the contract, the resource must not direct any departmental organizations, employee or personnel of any third parties with whom Canada has or intends to contract to perform any action.
- At all times during the provision of the required services, the resource is not to have access to any proprietary information including, but not limited to, financial information or technical information concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain (eg, total value of contracts awarded). The resource may be provided with proprietary information required to perform the assigned tasks if the resource complies with the non-disclosure and confidentiality agreement contained in the request for proposal.
- All drawings, software code, reports, data, documents and materials provided to the resource by Canada or produced by the resource's personnel in providing services under the contract remains the property of Canada and must be used solely in support of the contract's requirements. The resource is required to protect the listed information and documents from unauthorized use. It must not disclose them to third parties or to persons or organizations outside DND without the express written permission of the TA. Such information and documents must be returned to the TA upon completion of work or when requested by the TA.
- All correspondence, either produced by the contractor's personnel or by any section of DND, shall be submitted to the TA. "Correspondence" is defined as records of conversation or decisions as well as any written correspondence in any format.
- The TA or other authorized departmental government representative must have access at all times to the work and to the plant or facility where any part of the work is being performed.
- The resource must not use Government of Canada or DND designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that, in any manner, leads others to perceive the resource as being an employee of Canada.

7. Place of work

- The work will be carried out at one of the three garrisons where 2 CDSG operates, and via telework.

Base	Address
Longue-Pointe	2 CDSG IT Svc Building 193, 4th Avenue Montreal Garrison H1N 3R2 (building to be confirmed by the TA in the contract)

Valcartier	2 CDSG IT Svc 501 General T. L. Tremblay Street Support Base Valcartier Courcelette, QC Canada, G0A 4Z0
Saint-Jean-sur-Richelieu	2 CDSG IT Svc Mega Building, 25 Grand Bernier Road North Saint-Jean Garrison Saint-Jean-sur-Richelieu, Quebec J3B 2N7

- The DND programmer-analysts are present two days a week at their respective bases. On these days, it is therefore desirable for contracted resources to be physically present at the same base as DND programmer-analysts. In general, DND IT resources are present on Wednesdays and Thursdays. For the other days, the programmers supplied by the contractor may telework.

Project	Base	Address
2022-00029 – Clothing distribution management system	Montreal	6550 Hochelaga Street, Building 109, Montreal, H1N 1X9

- DND offices will be open from 0700 hrs to 1600 hrs, and consultants will be able to be on site only when DND programmers are on site.

8. Travel requirements

- Occasionally, the resource may be required to travel outside the area of Montreal, Saint-Jean or Valcartier Garrison.
- All travel will require the prior approval of the TA or the authorized representative and must comply with Treasury Board guidelines.
- The requirement for any travel and subsequent trip reports (content and format) will be identified by the TA.
- If required by the TA, the resource shall prepare a trip report and provide it to the TA, for review and approval, no later than five working days after returning from the trip.

- The resource will be reimbursed for pre-authorized “travel and living” expenses incurred for travel outside a radius of seventy-five kilometres from the initial garrison (Montreal, Saint-Jean-sur-Richelieu or Valcartier) to which the resource will be assigned by their employer. In all cases, travel time and “travel and living” costs for travel between the resource’s facilities and the work location will not be paid/reimbursed by Canada.

9. Meetings

Meetings are regularly scheduled for the duration of the mandate. Following an agile development method, we will hold the following meetings: sprint planning, daily scrum, sprint review and sprint retrospective.

10. Equipment and information provided by Canada

DND will provide sufficient office space for the days when resources are required to be in the office, as well as access to the premises subject to normal security requirements. The presence of resources in person is desirable to promote exchanges with DND programmer-analysts. Given the project’s tight deadlines, on-site exchanges twice a week will facilitate project progress.

DND will provide the computer equipment (DND computers) that will enable the resources to access the Defence network (only Defence computers can access Defence networks). In addition, the resources will have to modify existing applications or develop new ones. These applications will be linked to existing applications or packages. Developing outside our environment would add complexity, which would translate into longer lead times and higher costs. Access to DND IT equipment and networks is subject to normal security requirements.

A designated DND representative will be on hand at each site to answer any questions the resource may have.

Wherever possible, DND will provide standards, policies, guidelines and relevant documents to describe how application systems are designed and configured.

11. Security requirements

There is a security requirement associated with this requirement.

- No information regarding this contract will be disclosed to anyone who is not directly involved in the tendering process or in the eventual performance of the work;
- All information regarding DND IT equipment, including its location, is also subject to the above restriction;
- All routines or scripts containing DND information (including, but not limited to, the building number and phone number) are DND property;
- The selected contractor must hold an organization security clearance at the appropriate level before the proposals are evaluated or after the contractor is selected;
- The resource provided by the contractor must hold a VALID personal security clearance at the appropriate level;

Since the work will be done on DND premises, the contractor must submit a visit clearance request (VCR) to the Canadian and International Industrial Security Directorate (CIISD) at Public

Solicitation No. - N° de l'invitation
W0106-23W604/A
Client Ref. No. - N° de réf. du client
W0106-23W604

Amd. No. - N° de la modif.
File No. - N° du dossier
W0106-23W604

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

Services and Procurement Canada (PSPC). The work cannot begin until the VCR has been approved.

APPENDIX A TO ANNEX A WORKSTREAM 1 AND WORKSTREAM 2

RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that Canada can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

In order to be evaluated, curricula vitae (CVs) must meet all mandatory criteria.

For each resource, the offeror must fill in the "CV reference" column.

A maximum of 6 CVs will be evaluated per offeror's proposal. DND reserves the right to validate CV references by contacting resources directly.

1.0 Mandatory Resource Assessment Criteria:

Development experience			
Mandatory criteria		CV reference	DND evaluation
K1	Two years or more of significant and recent experience in application development with Oracle APEX version 5 or higher.		
K2	Three or more years of significant recent experience in PL/SQL		

2.0 Point Rated Resource Assessment Criteria:

Development experience			
Criteria		CV reference	DND evaluation
RT1	<p>Significant experience in developing applications with Oracle APEX version 5 or higher within the last seven years.</p> <ul style="list-style-type: none"> Between 2 and 4 years = 10 points. Between 4 and 5 years = 20 points. More than 5 years = 30 points. 		
RT2	<p>Significant recent experience with Oracle PL/SQL (stored procedures and/or packages and/or triggers and/or functions).</p> <ul style="list-style-type: none"> Between 3 and 4 years = 10 points. Between 4 and 5 years = 20 points. More than 5 years = 30 points. 		
RT3	<p>Knowledge and experience of optimization techniques (interpreting of implementation plans) and SQL query analysis.</p> <ul style="list-style-type: none"> Yes = 10 points. 		
RT4	<p>Experience in database modelling using at least the first three normal forms.</p> <ul style="list-style-type: none"> Between 2 and 4 years = 10 points. Between 4 and 5 years = 20 points. 		

	<ul style="list-style-type: none"> • More than 5 years = 30 points. 		
RT5	<p>Recent experience in JavaScript programming.</p> <ul style="list-style-type: none"> • Yes = 10 points. 		
RT6	<p>Degree in computer science</p> <ul style="list-style-type: none"> • Yes = 20 points. <p>Professional study diploma</p> <ul style="list-style-type: none"> • Yes = 10 points. 		
RT7	<p>Language proficiency</p> <p>Bilingual (understands, writes, and speaks both official languages of Canada, French and English)</p> <ul style="list-style-type: none"> • 20 points <p>French only (monolingual)</p> <ul style="list-style-type: none"> • 10 points 		
RT8	<p>Proximity to military bases</p> <p>The resource is in close proximity to the Longue-Pointe, Saint-Jean, and Valcartier bases (distance of less than 100 km).</p> <ul style="list-style-type: none"> • 10 points 		

**When a person has significant experience, we expect them to have advanced knowledge, to be familiar with a large number of common problems and to be able to solve them in a reasonable time, to know all the technical terms and the resources available for support (website, blog, forum) and to be very familiar with the development stages. The supplier must demonstrate the frequency of the task for the mandates concerned by elaborating on the main tasks that the resource has accomplished. A vague or unsatisfactory description will not be accepted as experience. Details of experience will be validated through a telephone interview with the resource. Following the interview, the supplier's score may be revised downwards depending on the answers obtained.*

APPENDIX B TO ANNEX A WORKSTREAM 1 AND WORKSTREAM 2 CERTIFICATIONS

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 - *Bilingual, Unilingual French or Unilingual English*

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are

Solicitation No. - N° de l'invitation
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Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

Unilingual English] 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.

Bilingual] fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.

Unilingual French fluent in French. The individual(s) proposed must be able to communicate orally and in writing in French without any assistance and with minimal errors.

CERTIFICATION OF LANGUAGE: _____

Print name of authorized individual & sign above

Date

ANNEX B - BASIS OF PAYMENT - WORKSTREAM 1

1. **INITIAL PERIOD (contract award date to 8 months later (the date will be adjusted according to the day of return of the resource))**
a. Professional services provided with a firm price:

Category	Location	Project	Number of technicians	Level of expertise	Language skills (Bilingual, Unilingual French or Unilingual English)	Security requirements	Estimated number of days	Daily rate
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00042 FARO 3	1	Minimum of two years' experience		ERC	166	
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00042 FARO 3	1	Minimum of two years' experience		ERC	166	
	The contract will specify the garrison to which the consultants are assigned: Valcartier					Estimated maximum cost:	\$	

b. Pre-authorized travel and living expenses: (estimated):

<p>Pre-authorized travel and living expenses: (estimated)</p> <p>The contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to “travellers,” rather than those referring to “employees.”</p> <p>https://www.njc-cnm.gc.ca/directive/d10/v238/s659/en</p> <p>-----</p> <p>All travel must have the prior authorization of the technical authority. Canada will reimburse meal-related expenses upon submission of receipts.</p> <p>All payments are subject to government audit.</p> <p>IMPORTANT</p> <p>Each invoice must be supported by:</p> <ul style="list-style-type: none"> a. a copy of time sheets to support the time claimed. b. a copy of the invoices, receipts and vouchers. 	<p>\$500 * 2</p>
--	------------------

c. Sub-total cost:

Sub-total cost (prof svcs + travel):	\$
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2. **OPTIONAL PERIOD 1 (From _____ to _____ (6 months).**

a. Professional services provided with a firm price:

Category	Location	Project	Number of technicians	Level of expertise	Language skills (Bilingual, Unilingual French or Unilingual English)	Security requirements	Estimated number of days	Daily rate
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00042 FARO 3	1	Minimum of two years' experience		ERC	114	
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00042 FARO 3	1	Minimum of two years' experience		ERC	114	
	The contract will specify the garrison to which the consultants are assigned: Valcartier						Estimated maximum cost:	\$

b. Pre-authorized travel and living expenses: (estimated)

<p>Pre-authorized travel and living expenses: (estimated)</p> <p>The contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to “travellers,” rather than those referring to “employees.”</p> <p>https://www.njc-cnm.gc.ca/directive/d10/v238/s659/en</p> <p>-----</p> <p>All travel must have the prior authorization of the technical authority. Canada will reimburse meal-related expenses upon submission of receipts.</p> <p>All payments are subject to government audit.</p> <p>IMPORTANT</p> <p>Each invoice must be supported by:</p> <p>c. a copy of time sheets to support the time claimed.</p> <p>d. a copy of the invoices, receipts and vouchers.</p>	<p>\$500 * 2</p>
---	------------------

c. Sub-total cost:

Sub-total cost (prof svcs + travel):	\$
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3. **OPTIONAL PERIOD 2 (From _____ to _____ (6 months).**

a. Professional services provided with a firm price:

Category	Location	Project	Number of technicians	Level of expertise	Language skills (Bilingual, Unilingual French or Unilingual English)	Security requirements	Estimated number of days	Daily rate
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00042 FARO 3	1	Minimum of two years' experience		ERC	114	
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00042 FARO 3	1	Minimum of two years' experience		ERC	114	
	The contract will specify the garrison to which the consultants are assigned: Valcartier						Estimated maximum cost:	\$

b. Pre-authorized travel and living expenses: (estimated)

<p>Pre-authorized travel and living expenses: (estimated)</p> <p>The contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to “travellers,” rather than those referring to “employees.”</p> <p>https://www.njc-cnm.gc.ca/directive/d10/v238/s659/en</p> <p>-----</p> <p>All travel must have the prior authorization of the technical authority. Canada will reimburse meal-related expenses upon submission of receipts.</p> <p>All payments are subject to government audit.</p> <p>IMPORTANT</p> <p>Each invoice must be supported by:</p> <p>c. a copy of time sheets to support the time claimed.</p> <p>d. a copy of the invoices, receipts and vouchers.</p>	<p>\$500 * 2</p>
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c. Sub-total cost:

Sub-total cost (prof svcs + travel): \$

4. **OPTIONAL PERIOD 3 (From _____ to _____ (6 months).**

a. Professional services provided with a firm price:

Category	Location	Project	Number of technicians	Level of expertise	Language skills (Bilingual, Unilingual French or Unilingual English)	Security requirements	Estimated number of days	Daily rate
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00042 FARO 3	1	Minimum of two years' experience		ERC	114	
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00042 FARO 3	1	Minimum of two years' experience		ERC	114	
	The contract will specify the garrison to which the consultants are assigned: Valcartier						Estimated maximum cost:	\$

b. Pre-authorized travel and living expenses: (estimated)

Pre-authorized travel and living expenses: (estimated)	\$500 * 2
The contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the work, at cost, without any allowance for profit and/or	

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administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers," rather than those referring to "employees."

<https://www.njc-cnm.gc.ca/directive/d10/v238/s659/en>

All travel must have the prior authorization of the technical authority. Canada will reimburse meal-related expenses upon submission of receipts.

All payments are subject to government audit.

IMPORTANT

Each invoice must be supported by:

- c. a copy of time sheets to support the time claimed.
- d. a copy of the invoices, receipts and vouchers.

c. Sub-total cost:

Sub-total cost (prof svcs + travel):	\$
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5. **OPTIONAL PERIOD 4 (From _____ to _____ (6 months).**

a. Professional services provided with a firm price:

Category	Location	Project	Number of technicians	Level of expertise	Language skills (Bilingual, Unilingual French or Unilingual English)	Security requirements	Estimated number of days	Daily rate
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00042 FARO 3	1	Minimum of two years' experience		ERC	114	
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00042 FARO 3	1	Minimum of two years' experience		ERC	114	
	The contract will specify the garrison to which the consultants are assigned: Valcartier						Estimated maximum cost:	\$

b. Pre-authorized travel and living expenses: (estimated)

<p>Pre-authorized travel and living expenses: (estimated)</p> <p>The contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to “travellers,” rather than those referring to “employees.”</p> <p>https://www.njc-cnm.gc.ca/directive/d10/v238/s659/en</p> <p>-----</p> <p>All travel must have the prior authorization of the technical authority. Canada will reimburse meal-related expenses upon submission of receipts.</p> <p>All payments are subject to government audit.</p> <p>IMPORTANT</p> <p>Each invoice must be supported by:</p> <ul style="list-style-type: none"> c. a copy of time sheets to support the time claimed. d. a copy of the invoices, receipts and vouchers. 	<p>\$500 * 2</p>
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c. Sub-total cost:

Sub-total cost (prof svcs + travel):	\$
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ANNEX B - BASIS OF PAYMENT - WORKSTREAM 2

1. **INITIAL PERIOD (contract award date to 8 months later (the date will be adjusted according to the day of return of the resource))**
a. Professional services provided with a firm price:

Category	Location	Project	Number of technicians	Level of expertise	Language skills (Bilingual, Unilingual French or Unilingual English)	Security requirements	Estimated number of days	Daily rate
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00029 – Clothing distribution management system	1	Minimum of two years' experience		ERC	166	
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00029 – Clothing distribution management system	1	Minimum of two years' experience		ERC	166	
	The contract will specify the garrison to which the consultants are assigned: Montreal					Estimated maximum cost:	\$	

b. Pre-authorized travel and living expenses: (estimated):

<p>Pre-authorized travel and living expenses: (estimated)</p> <p>The contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to “travellers,” rather than those referring to “employees.”</p> <p>https://www.njc-cnm.gc.ca/directive/d10/v238/s659/en</p> <p>-----</p> <p>All travel must have the prior authorization of the technical authority. Canada will reimburse meal-related expenses upon submission of receipts.</p> <p>All payments are subject to government audit.</p> <p>IMPORTANT</p> <p>Each invoice must be supported by:</p> <p>c. a copy of time sheets to support the time claimed.</p> <p>d. a copy of the invoices, receipts and vouchers.</p>	<p>\$500 * 2</p>
---	------------------

c. Sub-total cost:

Sub-total cost (prof svcs + travel):	\$
--------------------------------------	----

2. **OPTIONAL PERIOD 1 (From _____ to _____ (6 months).**

a. Professional services provided with a firm price:

Category	Location	Project	Number of technicians	Level of expertise	Language skills (Bilingual, Unilingual French or Unilingual English)	Security requirements	Estimated number of days	Daily rate
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00029 – Clothing distribution management system	1	Minimum of two years' experience		ERC	114	
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00029 – Clothing distribution management system	1	Minimum of two years' experience		ERC	114	
	The contract will specify the garrison to which the consultants are assigned: Montreal						Estimated maximum cost:	\$

b. Pre-authorized travel and living expenses: (estimated)

<p>Pre-authorized travel and living expenses: (estimated)</p> <p>The contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to “travellers,” rather than those referring to “employees.”</p> <p>https://www.njc-cnm.gc.ca/directive/d10/v238/s659/en</p> <p>-----</p> <p>All travel must have the prior authorization of the technical authority. Canada will reimburse meal-related expenses upon submission of receipts.</p> <p>All payments are subject to government audit.</p> <p>IMPORTANT</p> <p>Each invoice must be supported by:</p> <p>c. a copy of time sheets to support the time claimed.</p> <p>d. a copy of the invoices, receipts and vouchers.</p>	<p>\$500 * 2</p>
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c. Sub-total cost:

Sub-total cost (prof svcs + travel): \$

3. **OPTIONAL PERIOD 2 (From _____ to _____ (6 months).**

a. Professional services provided with a firm price:

Category	Location	Project	Number of technicians	Level of expertise	Language skills (Bilingual, Unilingual French or Unilingual English)	Security requirements	Estimated number of days	Daily rate
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00029 – Clothing distribution management system	1	Minimum of two years' experience		ERC	114	
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00029 – Clothing distribution management system	1	Minimum of two years' experience		ERC	114	
	The contract will specify the garrison to which the consultants are assigned: Montreal						Estimated maximum cost:	\$

b. Pre-authorized travel and living expenses: (estimated)

<p>Pre-authorized travel and living expenses: (estimated)</p> <p>The contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to “travellers,” rather than those referring to “employees.”</p> <p>https://www.njc-cnm.gc.ca/directive/d10/v238/s659/en</p> <p>-----</p> <p>All travel must have the prior authorization of the technical authority. Canada will reimburse meal-related expenses upon submission of receipts.</p> <p>All payments are subject to government audit.</p> <p>IMPORTANT</p> <p>Each invoice must be supported by:</p> <p>c. a copy of time sheets to support the time claimed.</p> <p>d. a copy of the invoices, receipts and vouchers.</p>	<p>\$500 * 2</p>
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c. Sub-total cost:

Sub-total cost (prof svcs + travel):	\$
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4. **OPTIONAL PERIOD 3 (From _____ to _____ (6 months).**

d. Professional services provided with a firm price:

Category	Location	Project	Number of technicians	Level of expertise	Language skills (Bilingual, Unilingual French or Unilingual English)	Security requirements	Estimated number of days	Daily rate
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00029 – Clothing distribution management system	1	Minimum of two years' experience		ERC	114	
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00029 – Clothing distribution management system	1	Minimum of two years' experience		ERC	114	
The contract will specify the garrison to which the consultants are assigned: Montreal							Estimated maximum cost:	\$

e. Pre-authorized travel and living expenses: (estimated)

Pre-authorized travel and living expenses: (estimated)	\$500 * 2
The contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the work, at cost, without any allowance for profit and/or	

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W0106-23W604

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers," rather than those referring to "employees."

<https://www.njc-cnm.gc.ca/directive/d10/v238/s659/en>

All travel must have the prior authorization of the technical authority. Canada will reimburse meal-related expenses upon submission of receipts.

All payments are subject to government audit.

IMPORTANT

Each invoice must be supported by:

- c. a copy of time sheets to support the time claimed.
- d. a copy of the invoices, receipts and vouchers.

f. Sub-total cost:

Sub-total cost (prof svcs + travel):	\$
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5. **OPTIONAL PERIOD 4 (From _____ to _____ (6 months).**

d. Professional services provided with a firm price:

Category	Location	Project	Number of technicians	Level of expertise	Language skills (Bilingual, Unilingual French or Unilingual English)	Security requirements	Estimated number of days	Daily rate
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00029 – Clothing distribution management system	1	Minimum of two years' experience		ERC	114	
A.6 Programmer/software developer	Montreal Garrison, Saint-Jean Garrison, Support Base Valcartier	2022-00029 – Clothing distribution management system	1	Minimum of two years' experience		ERC	114	
	The contract will specify the garrison to which the consultants are assigned: Montreal						Estimated maximum cost:	\$

e. Pre-authorized travel and living expenses: (estimated)

<p>Pre-authorized travel and living expenses: (estimated)</p> <p>The contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to “travellers,” rather than those referring to “employees.”</p> <p>https://www.njc-cnm.gc.ca/directive/d10/v238/s659/en</p> <p>-----</p> <p>All travel must have the prior authorization of the technical authority. Canada will reimburse meal-related expenses upon submission of receipts.</p> <p>All payments are subject to government audit.</p> <p>IMPORTANT</p> <p>Each invoice must be supported by:</p> <p>c. a copy of time sheets to support the time claimed.</p> <p>d. a copy of the invoices, receipts and vouchers.</p>	<p>\$500 * 2</p>
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f. Sub-total cost:

Sub-total cost (prof svcs + travel):	\$
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ANNEX C - SECURITY REQUIREMENTS CHECK LIST - WORKSTREAM 1 AND WORKSTREAM 2

COMMON-PS-SRCL#6



Contract Number / Numéro du contrat W0106-23W604
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 Défense Nationale	2. Branch or Directorate / Direction générale ou Direction 2 Div C/Service des technologies de l'information (SVC TI)
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 Contrat à une entreprise de consultants pour le développement des applications au sein du SVC TI. En présentiel - le développeur travaillera soit à Montréal à la bâtisse 42 ou à Valcartier à la bâtisse 501	
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 <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> 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 <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> 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 <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> 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 <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> Not releasable À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information	
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/> PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>
PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED



COMMON-PS-SRCL#6



Contract Number / Numéro du contrat W0106-23W604
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

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

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

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

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

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

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

COMMON-PS-SRCL#6



Contract Number / Numéro du contrat W0106-23W604
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 CLASSIFIÉE			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	
											A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

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

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

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

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

ANNEX D – LIST OF UPCOMING PROJECTS

Consultants released from completed project (see project list 1.2 Background) could be assigned to another Oracle Apex development project. Here are the projects to which resources could be assigned:

- **Range management application**

Creation of an application for range management.

- Shooting instruction management module.
- Reports and statistics module on the use of shooting ranges.
- Registry module for people present during tests.
- Registry module and sound level metre guide (to compile decibels per hour).
- CYR606 air zone transfer registry module.
- Range controller procedures library module; list of organization contact points to be informed based on the type of fire.

- **Application for career and succession planning and management**

Creation of an application for career planning and management.

- Module for transfer and succession plans.
- User module to express their transfer preferences.
- Interaction with databases containing information on individuals and their positions.
- Reports and statistics module for managers.

- **Case management application for the transition unit**

Creation of an application for the Valcartier Transition Centre (VTC).

- Develop an Apex application (secure environment) based on the current MS Access database.
- Migrate data from MS Access to the new database.
- Display data from other databases related to a member's information.
- Develop an Admin and access management module.

- **Confined space management application**

Add functionality to existing applications:

- Make it possible to enter and generate characterization sheets.
- Make it possible to generate entry permits for workers/contractors.
Create an administration and access management module.
- Add additional fields to the application.
- Give Bagotville's real property operations unit access to the application.

- **Application for managing staffing and HR tracking requests**

Creation of a tool for managing staffing and HR tracking requests.

- Connection to HRMS and Guardian applications.
- Digitization of civilian position tracking files.

- Archiving of Protected A civilian HR documents: welcome letter, OLIF, JSA, SoMC, SJD, timesheets, organization charts, etc.
 - Digitization of civilian employee files.
 - Digitization of the steps involved in welcoming a civilian employee: DWAN creation, “in” sheet, virtual welcome kit, request.
-
- Other APEX application projects linked to the digital transformation initiative.

ATTACHMENT 1

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]	
Jurisdiction of Contract: 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)	
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ 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"

<p>Security Clearance Level of Bidder [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.]</p>		
<p>Workstream covered by this bid: Bidders should indicate which Workstream they are proposing to supply in this bid (If the bidder has submitted bid for one or more Workstreams, please only indicate the Workstream covered by this bid).</p>	Workstream	Yes/No
	Workstream 1	
	Workstream 2	
<p>Federal Contractors Program for Employment Equity (FCP EE) Certification:</p> <p>If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation.</p> <p>For a joint venture bidder, this information must be provided for each member of the joint venture.</p>	<p>On behalf of the bidder, by signing below, I also confirm that the bidder [check the box that applies]:</p>	
	<p>(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</p>	
	<p>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p>	
	<p>(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$1,000,000 or more), in which case a duly signed certificate of commitment is attached; OR</p>	
<p>(d) is subject to FCP-EE, and has a valid certification number as follows:</p>		

	_____ (and has not been declared an Ineligible Contractor by HRSD).	
Security Clearance Level of Bidder's Individual Resources <i>(add additional resources on another page, if required)</i>		
i. Name of Individual as it appears on security clearance application	i.	
ii. Level of Security clearance obtained and expiry date:	ii.	
iii. Validity period of security clearance obtained	iii.	
iv. Security Screening Certificated and Briefing Form file number	iv.	
v. Date of birth of individual	v.	
<p>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:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 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. 		
Signature of Authorized Representative of Bidder		

ATTACHMENT 2 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

Solicitation No. - N° de l'invitation
W0106-23W604/A
Client Ref. No. - N° de réf. du client
W0106-23W604

Amd. No. - N° de la modif.
File No. - N° du dossier
W0106-23W604

Buyer ID - Id de l'acheteur
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 3 - ELECTRONIC PAYMENT INSTRUMENTS

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

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