

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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

**11 Laurier St., / 11, rue Laurier
Place du Portage, Phase III**

Core 0A1/Noyau 0A1

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux 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, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet TBIPS - SYSTEM ANALYST SA (12/13)		
Solicitation No. - N° de l'invitation 47060-139878/B	Date 2012-04-27	
Client Reference No. - N° de référence du client 1000299878		
GETS Reference No. - N° de référence de SEAG PW-\$\$EL-604-24358		
File No. - N° de dossier 604el.47060-139878	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-22		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Lavigne, Carole		Buyer Id - Id de l'acheteur 604el
Telephone No. - N° de téléphone (819) 956-3450 ()		FAX No. - N° de FAX (819) 956-5925
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADA BORDER SERVICES AGENCY 5TH FLOOR 473 ALBERT ST OTTAWA Ontario K1A0L8 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Informatics Professional Services - EL Division/Services
professionnels en informatique - division EL

4C2, Place du Portage

Gatineau

Québec

K1A 0S5

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

BID SOLICITATION

FOR CONTRACT(S) AGAINST A SUPPLY ARRANGEMENT

FOR TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)

FOR ONE (1) SYSTEM ANALYST - LEVEL 3 AND

TWO (2) PROGRAMMER ANALYSTS - LEVEL 3

FOR

CANADA BORDER SERVICES AGENCY (CBSA)

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List of Annexes to the Resulting Contract:

Annex A	Statement of Work
Appendix A to Annex A	- Task Authorization (TA) Form
Appendix B to Annex A	- Certifications at the TA stage
Annex B	Basis of Payment
Annex C	Security Requirements Check List (SRCL)

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604e1

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1000299878

File No. - N° du dossier

604e147060-139878

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List of Attachments to Part 2 (Bidder Instructions):

- Annex B Basis of Payment
- Annex E Bid Submission Form

List of Attachments to Part 3 (Bid Preparation Instructions):

- Annex B Basis of Payment
- Annex E Bid Submission Form

List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection):

- Annex B Basis of Payment
- Annex D Bid Evaluation Criteria

BID SOLICITATION FOR
FOR CONTRACT(S) AGAINST A SUPPLY ARRANGEMENT
FOR TASK-BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)
FOR ONE (1) SYSTEM ANALYST - LEVEL 3 AND
TWO (2) PROGRAMMER/ANALYSTS - LEVEL 3
FOR
CANADA BORDER SERVICES AGENCY (CBSA)

PART 1 - GENERAL INFORMATION

1.1 Introduction

This document states terms and conditions that apply to bid solicitation # **604EL.47060-139878**. It is divided into seven parts plus annexes and attachments as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work, the Basis of Payment, the Security Requirement Check List (SRCL), the Bid Evaluation Criteria and the Bid Submission Form.

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of Canada Border Services Agency (CBSA) (the "Client") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- (b) It is intended to result in the award of a maximum of three contracts, for two years plus three one-year irrevocable options allowing Canada to extend the term of the contract.
- (c) There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for

Bidders" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca>) Website.

- (d) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement if it is in force, and the Canada-Panama Free Trade Agreement if it is in force.
- (e) Only TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the National Capital Region under the EN578-055605/D series of Supply Arrangements (SAs) are eligible to compete. The TBIPS Supply Arrangement EN578-055605/D 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.
- (f) Supply Arrangement (SA) Holders that are invited to compete as a Joint Venture, must submit a proposal as the Joint Venture and must have already been qualified under the SA #EN578-055605/D as a joint venture.
- (g) The following resources in Categories of Personnel described below are required on an as and when requested basis in accordance with the TBIPS SA Annex "B":

CATEGORY OF PERSONNEL	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
System Analyst	Level 3	1
Programmer Analyst	Level 3	2

1.3 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. 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 issued by Public Works and Government Services Canada (PWGSC).
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation, with Subsection 5.4 amended by deleting "sixty (60) days" and inserting "180 days". If there is a conflict between the provisions of 2003 and this document, this document prevails.

2.2 Submission of Bids

- (a) **Location and Time for Delivery of Bid:** Due to the nature of this solicitation, bids submitted by facsimile or electronic mail will not be accepted. Bids must not be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.

The bid must be delivered to the following location, by the time and date indicated below:

Department of Public Works and Government Services
 Bid Receiving Unit
 Portage III, 0A1, 11 Laurier Street
 Gatineau, Quebec K1A 0S5

Solicitation Closes:

At 02:00 PM On (2012-05-22) Time Zone: Eastern Daylight Saving Time EDST

- (b) Bid Receiving Unit Address is Solely for Delivery of Bids: The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

2.3 Enquiries - Bid Solicitation

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

2.4 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- (b) A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its

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choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

Note to Bidders: *Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

2.5 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.

2.6 Volumetric Data

The data has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage will be consistent with this data. It is provided purely for information purposes.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- (a) Canada requests that Bidders provide their bid in separately bound sections as follows:

- (i) Section I: Technical Bid (4 hard copies)
- (ii) Section II: Financial Bid (2 hard copies)
- (iii) Section III: Certifications (2 hard copies)

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

- (b) 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.

- (c) Multiple bids from the same Bidder (or a bid from a Bidder and another bid from any of its affiliates) are not permitted in response to this bid solicitation. Each Bidder must submit only a single bid. For the purpose of this bid solicitation, individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture. If any Bidder submits more than one bid (or an affiliate also submits a bid), either on its own or as part of a joint venture, Canada will choose in its discretion which bid to consider.

3.2 Section I: Technical Bid

- (a) The technical bid consists of the following:

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

SECURITY INFORMATION	BIDDER TO INSERT DATA
Name of individual as it appears on security clearance application form	
Level of security clearance obtained	
Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form file number	

- (iii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance with the specific articles of Annex "D", which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Annex "D", where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (iv) **For the Proposed Resources:** The technical bid must include a résumé for the resources identified in this bid solicitation in Annex "D". 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, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
 - (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's governing body throughout the evaluation and Contract Period.
 - (D) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant date(s) (month and year) for the experience claimed (i.e., the start date and end date).
 - (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 this bid solicitation, will not be considered "demonstrated" for evaluation purposes. The Bidder 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, only one project will be counted toward any requirements that relate to the individual's length of experience.
- (v) **Customer Reference Contact Information:** The Bidder must provide customer references who must each confirm when requested by PWGSC, the facts identified in the Bidder's proposal. For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact

person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "B" of this bid solicitation. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables. The Bidder's proposed firm per diem rates for the initial contract period must not exceed those rates set out in Annex "C" to Part A Schedule of Per Diem Rates of the SA Holder's Supply Arrangement. SA Holders may offer a percentage discount on their per diem rates. The rates quoted for any option period must not be lower than the corresponding rate(s) quoted for the initial contract period. Failure to abide with this condition will result in a bid being considered non-responsive.
- (b) **Variation in Professional Services Resource Rates from Year to Year:** The Bidder may propose different rates for resources for future periods of the resulting contract, including option years at a rate higher than the current applicable ceiling rate. The Bidder's firm per diem rate must remain within the current applicable ceiling rate for the initial contract period of any resulting contract.
- (c) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (d) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- (e) **SACC Manual Clauses**
 - (i) C3011T (2010-01-11), Exchange Rate Fluctuation

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

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 and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
- (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation - Mandatory Technical Criteria

- (a) Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Annex "D" - Evaluation Criteria.

- (b) **Point-Rated Technical Criteria:**

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. The rated evaluation criteria are described in Annex "D" - Evaluation Criteria.

- (c) **Reference Checks:** Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not allocate any points nor consider a mandatory criteria met unless the response is received within 5 working days. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder. Crown references will be accepted.
- (d) **Resource Qualifications:** The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in this bid solicitation. Canada may request proof of successful completion of formal training, as well as reference information. The Contracting

Authority reserves the right to request references from a Bidder to conduct a reference check to verify the accuracy of the information provided.

4.3 Financial Evaluation

- (a) The Bidder must provide firm, all inclusive per diem rates for the initial contract period and option periods for each proposed resource identified in Annex "B" using the tables attached at Annex "B". The Financial evaluation will be conducted only on proposals that are technically responsive by using these rates to calculate the Total Estimated Cost. For the initial contract period of any contract (from date of award) resulting from this bid solicitation, the applicable firm per diem rates must not exceed those rates specified in Annex "C" - Schedule of Per Diem Rates of the SA Holder's Supply Arrangement for each relevant resource. Failure to abide with this condition will result in a proposal being considered.

(b) **Calculation of Total Estimated Cost:**

The Total Estimated Cost will be determined for each Bidder by multiplying its firm per diem rates for the Initial Contract Period and the option period(s) (or the median rate, whichever is higher) with the estimated number of days of work for each period, for the proposed resource stated in Annex "B" - Basis of Payment. The sum of such rates will constitute the Total Estimated Cost for each proposed resource for that Bidder.

(c) **Firm Per Diem Median Rate Evaluation Method**

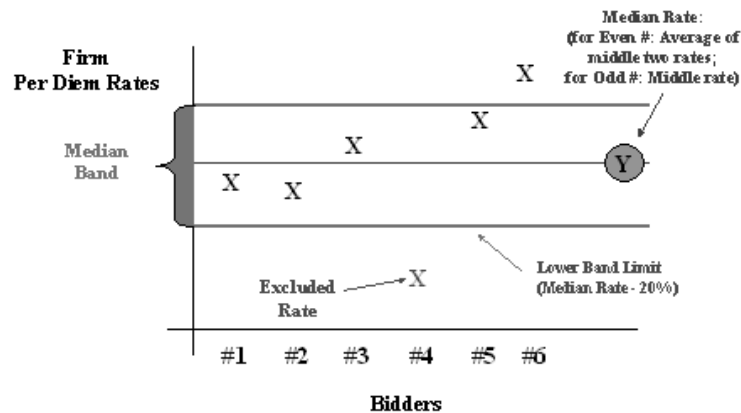
In conducting the financial evaluation, with respect to the professional services rates proposed, a firm per diem rate median evaluation method will be used, as follows:

- (i) **Use of Method:** The firm per diem rate median calculation will apply to modify the rate to be assessed in the financial evaluation of a Bidder, where that Bidder submits a firm per diem rate for a resource that is lower than the Lower Median Band Limit as calculated below. The firm per diem median rate calculation is for evaluation purposes only, and the actual submitted per diem rate will be used in the resulting contract in all instances.

- (ii) **Calculation for both the Initial Contract Period and the Option Period(s) medians:** Using the per diem rate proposed for each individual resource by the technically responsive Bidders, a median rate will be determined for each Resource Category. The first median will be used to calculate a median band against which each technically responsive Bidder's per diem rate will be examined for the Initial Contract Period, and the second median will be examined for the Option Period(s). For each Resource Category, the median band will be calculated using the median function in Microsoft Excel and will represent a range that encompasses the median rate to a value of minus (-) 20% of the median. The Lower Median Band Limit for each Resource Category is set at 80% of the median. If a Bidder quotes a firm per diem rate for a Resource Category that is lower than the Lower Median Band Limit, that Bidder's financial evaluation will be conducted using a per diem rate equal to the Lower Median Band Limit for that Resource Category.

- (iii) **Example:** The following diagram is a representation of the calculation of the median band for a single Resource Category. This diagram identifies the median band and the included and excluded resource per diem rates. Once the median band has been determined for each Resource Category, each Bidder's proposed per diem rate for that Resource Category will be evaluated against it.

Resource Category Median Band Determination (Even Number of Bidders)



In this example Resource Category using the firm per diem median rate calculation approach, if the median rate identified as (Y) is \$591.50, then the median band limit would be minus (-) 20% of \$591.50, or \$473.20. The figure \$473.20 would be the Lower Median Band Limit for this Resource Category.

If a Bidder quotes a firm per diem rate for this Resource Category that is lower than \$473.20, the per diem rate of \$473.20 will be used to evaluate that Bidder's proposal for this Resource Category.

If that Bidder quoted a firm per diem rate of \$400.00 for that Resource Category, and it is determined to be the winning Contractor, the firm per diem rate of \$400.00 which was quoted originally by the Bidder will be included in the resulting Contract.

Bidders proposing rates that are lower than the Lower Band Limit must provide adequate substantiation for those rates, if required to do so by the Contracting Authority in accordance with the procedures outlined below.

Should the Bidder be unable to substantiate unreasonably low rates, the proposal will be considered non-responsive and will receive no further consideration.

(d) 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 a specific Resource Category). If Canada requests price support, it will be requested from all compliant bidders proposing a rate that is at least 20% lower than the median rate bid by all compliant bidders for the relevant Resource Category or Categories. Where Canada requests price support, the following information is required:

- (i) an invoice (referencing a contract serial number) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant Resource Category, where those services were provided in the National Capital Region for at least three months within the twelve months prior to the bid solicitation issuance date, and the fees charged were equal to or less than the rate offered to Canada;

- (ii) in relation to the invoice in (i), a signed contract with, or a letter of reference signed by, the Bidder's client that includes at least 50% of the tasks listed in this solicitation's Statement of Work for the Resource Category being examined for an unreasonably low rate;
- (iii) in respect of each referenced contract, a resume for the resource that performed under that contract that shows the resource would pass the Resource Category's mandatory requirements and achieve the required pass mark for the Resource Category's rated criteria; and
- (iv) the name, telephone number and, if available, e-mail address of the invoiced client for each of the resources invoiced, so Canada can verify any facts presented for the affected categories.

Once Canada requests substantiation of the rates bid for any Resource Category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada) 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. Where Canada determines that the information provided by the Bidder does not substantiate the unreasonably low rates, the proposal will be considered non-responsive and will receive no further consideration. Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

(e) **Formulae in Pricing Tables**

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

4.4 **Basis of Selection**

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive.
- (b) A maximum of three contracts may be awarded in total as a result of this solicitation.
- (c) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- (d) If more than one Bidder is ranked first because of identical overall scores, then the Bidder with the highest financial score will become the top-ranked Bidder.

(e) **Evaluation of Proposal - Best Overall Value**

For each proposed resource, the Method of Selection to issue the resulting Contracts is the Best Overall Value.

(A) For the proposed System Analyst:

For the proposed resource, the technically responsive proposal that obtains a specified minimum overall pass mark for proposed personnel experience of 70% (87points), and also has the lowest price per rated point will be recommended for award of a contract.

Price Per Rated Point: The price per rated point will be determined by dividing the Total Estimated Cost for the proposed resource (Including Option Periods) by the Total Points Achieved. The Total Estimated Cost for the proposed resource will be calculated by multiplying Bidder's Firm Per Diem Rate (or Lower Median Band Limit, whichever is higher), by the

Estimated Number of Days. The 'Total Estimated Cost' for the proposed resource will then be aggregated to compute the 'Total Estimated Cost' for the proposed resource. The Total Estimated Cost for the proposed resource will be as determined in accordance with Annex "B" - Basis of Payment.

(B) For the proposed Programmer Analyst # 1:

For the proposed resource, the technically responsive proposal that obtains a specified minimum overall pass mark for proposed personnel experience of 70% (85 points), and also has the lowest price per rated point will be recommended for award of a contract.

Price Per Rated Point: The price per rated point will be determined by dividing the Total Estimated Cost for the proposed resource # 1 (Including Option Periods) by the Total Points Achieved. The Total Estimated Cost' for the proposed resource # 1 will be calculated by multiplying Bidder's Firm Per Diem Rate (or Lower Median Band Limit, whichever is higher), by the Estimated Number of Days. The 'Total Estimated Cost' for the proposed resource # 1 will then be aggregated to compute the 'Total Estimated Cost' for the proposed resource # 1. The Total Estimated Cost for the proposed resource # 1 will be as determined in accordance with Annex "B" - Basis of Payment.

(C) For the proposed Programmer Analyst # 2:

For the proposed resource, the technically responsive proposal that obtains a specified minimum overall pass mark for proposed personnel experience of 70% (85 points), and also has the lowest price per rated point will be recommended for award of a contract.

Price Per Rated Point: The price per rated point will be determined by dividing the Total Estimated Cost for the proposed resource # 2 (Including Option Periods) by the Total Points Achieved. The Total Estimated Cost' for the proposed resource # 2 will be calculated by multiplying Bidder's Firm Per Diem Rate (or Lower Median Band Limit, whichever is higher), by the Estimated Number of Days. The 'Total Estimated Cost' for the proposed resource # 2 will then be aggregated to compute the 'Total Estimated Cost' for the proposed resource # 2. The Total Estimated Cost for the proposed resource # 2 will be as determined in accordance with Annex "B" - Basis of Payment.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

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

5.1 Certifications Precedent to Contract Award

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

5.2 Federal Contractors Program - Certification

- (a) The Federal Contractors Program for Employment Equity (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.
- (b) Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contract Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to fewer than 100 employees. Any bids from ineligible contractors will be declared non-responsive.
- (c) If the Bidder does not fall within the exceptions enumerated in (d)(i) or (ii) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
- (d) Each bidder is requested to indicate in its bid whether it is:
 - (i) not subject to FCP, having a workforce of fewer than 100 permanent full or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
 - (ii) not subject to FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
 - (iii) subject to the requirements of FCP, because it has a workforce of 100 or more permanent full or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but it has not previously obtained a certificate number from HRSD (because it has not bid before on requirements of \$200,000 or

more), in which case a duly signed certificate of commitment is required from the Bidder; or

- (iv) subject to FCP, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).
- (e) Further information on the FCP is available on the following HRSDC Website:
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>.

Note to Bidders: Bidders are requested to use the Bid Submission Form to provide information about their status under this program. For a joint venture bidder, this information must be provided for each member of the joint venture.

5.3 Former Public Servant Certification

- (a) Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.
- (b) For the purposes of this clause,
 - (i) **"former public servant"** means a 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 and includes:
 - (A) an individual;
 - (B) an individual who has incorporated;
 - (C) a partnership made of former public servants; or
 - (D) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
 - (ii) **"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.
 - (iii) **"pension"** means, in the context of the fee abatement formula, 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 *Canadian Pension Plan Act*, R.S., 1985, c. C-8.
- (c) If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
 - (i) name of former public servant;
 - (ii) date of termination of employment or retirement from the Public Service.
- (d) If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, 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; and
 - (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- (e) For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- (f) By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Note to Bidders: Bidders are requested to provide the information required by this clause in their Bid Submission Form.

5.4 Status and Availability of Resources

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

5.5 Education and Experience

- (a) 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.
- (b) All of the resources proposed must meet the minimum experience requirements detailed in the Supply Arrangement for the category of personnel for which they are being proposed. By submitting a bid, the SA Holder acknowledges that the Department of Public Works and Government Services Canada reserves the right to verify this certification prior to contract award or during contract performance and that untrue statements may result in the proposal being declared non-responsive or any other action which the Minister may consider appropriate.

5.6 Certification of Language - English Essential

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

Solicitation No. - N° de l'invitation

604EL.47060-139878

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

604el

Client Ref. No. - N° de réf. du client

CCC No./N° CCC - FMS No./N° VME

PART 6 - SECURITY, FINANCIAL 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 requirement as indicated in Part 7 - Resulting Contract Clauses; and

- (iii) **CBSA SECURITY REQUIREMENT:** The Client (CBSA) will conduct its own personnel Reliability Status assessment on the proposed Contractor and its personnel as per the Treasury Board Secretariat of Canada's (TBS) "*Security and Contracting Management Standard*" and the *Policy on Government Security – Personnel Security Standard*, irrespective of whether such assessment has already been conducted under any such policies. The Reliability Status assessment conducted by the CBSA will include a credit check performed by an authorized security official with the CBSA's "*Personnel Security Screening Section*" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "*Canadian Industrial Security Directorate*" (CISD) and the "*International Industrial Security Directorate*" (IISD).

For each proposed resource, the bidder must submit a completed signed original TBS 330-23 Form – Personnel Screening Consent and Authorization (<http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.pdf>) upon request of the Contracting Authority prior to Contract Award.

Until the credit check and all other security screening processes required by this Request for Proposal have been completed and the Contractor and its personnel is considered suitable by the CBSA, no contract will be awarded and the recommended Contractor (specifically the Contractor personnel) shall **not** be permitted access to Protected / Classified information or assets, and further, shall **not** be permitted to enter sites where such information or assets are kept.

In the event the Contractor (specifically the Contractor personnel) does not pass the security screening process required by the CBSA, the said Contractor's proposal will be considered non-responsive and the next ranked bidder will be contacted. If only one bid was obtained and the proposed bidder does not meet the security requirement, then, the contracting officer will determine the next steps in order to ensure all requirements are met.

**** Contractor/Officer personnel can include in some instances landlords, property management employees and principles of companies when the latter have access to the premises where the CBSA designated or classified information\assets are kept.**

- (b) Canada will not delay the award of any contract to allow Bidders to obtain the required clearance.
- (c) For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document on the Departmental Standard Procurement Documents Website.
- (d) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

6.2 Financial Capability

- (a) SACC Manual clause A9033T (2011-05-16) Financial Capability; except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- (b) In the case of a joint venture Bidder, each member of the joint venture must meet the financial capability 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 Canada Border Services Agency (CBSA).
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract.

7.2 Task Authorization

- (a) **Purpose of TA:** Services to be provided under the Contract on an as-and-when-requested basis will be ordered by Canada using a Task Authorization ("TA") Form.
- (b) **Process of Issuing a TA:** If a requirement for a specific task is identified, a draft "statement of task" will be prepared by the Technical Authority and sent to the Contractor. Once it receives the statement of task, the Contractor must submit a quotation to the authority identified in the TA detailing the cost and time to complete the task. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for providing the quotation or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within 10 working days of the request.
- (c) **Approval Process:** If Canada approves the Contractor's task quotation, Canada (by its authorized representative, as described in this Article) will issue the TA by forwarding a signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion.
- (d) **Authority to Issue a TA:** Any TA with a value less than or equal to \$250,000.00 (including GST/HST) may be issued by the Technical Authority. Any TA with a value greater than this amount must be issued directly by the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's authority to issue TAs at any time.
- (e) **Task Authorization Quotations:** The Contractor is required to submit a responsive quotation in response to every TA Form issued to it by Canada. In addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default if during the Contract Period the Contractor in at least three instances has either not responded or has not submitted responsive quotations when issued a TA Form. A responsive quotation is one that is submitted within the time stated in the TA Form and meets all requirements of the TA issued, including quoting the required number of resources that meet the

minimum experience and other requirements of the Categories of Personnel identified in the TA at pricing not exceeding the rates of Annex B.

- (f) **Contents of a TA:** A Task Authorization must contain the following information, if applicable:
- (i) a task number;
 - (ii) the details of any financial coding to be used;
 - (iii) the number of resources in each category required;
 - (iv) a brief statement of work for the task outlining the activities to be performed and identifying any deliverables;
 - (v) the interval during which the task is to be carried out (beginning and end dates);
 - (vi) milestone dates for deliverables and payments (if applicable);
 - (vii) the number of person-days of effort required;
 - (viii) the specific work location;
 - (ix) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - (x) any other constraints that might affect the completion of the task.
- (g) **Charges for Work under a TA:** The Contractor must not charge Canada anything more than the price set out in the Task Authorization unless Canada has issued a TA amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work.
- (h) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.
- (i) **TA Reports:** The Contractor must submit to the Contracting Authority a TA report on a quarterly basis that identifies each TA issued during that quarter and its dollar value.
- (j) **Period of Services:** No Task Authorizations may be entered into after the expiry date of the Contract. Minimum Work Guarantee

7.3 Minimum Work Guarantee

- (a) In this clause, "**Minimum Contract Value**" means 3% of the amount identified as the Total Estimated Cost on page 1 of the Contract when it is first awarded.
- (b) The Contractor must perform the Work described in the Contract as and when requested by Canada during the Contract Period. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph (c). In consideration of this obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract.
- (c) If Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- (d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

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 (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

(a) **General Conditions:**

- (i) 2035 (2011-05-16), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
apply to and form part of the Contract.

7.5 Security Requirement

The following Security Requirement (SRCL and related clausings), as set out under Annex "A" to Part B to the Supply Arrangement applies to the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

PWGSC FILE #EN578-055605/D – Revision 2011

- (a) The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- (b) The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET granted or approved by CISD/PWGSC, and a valid personnel security screening at the level of RELIABILITY granted by CBSA's Personnel Security Screening Section (PSSS). The CBSA PSSS security screening process will include a credit check.
- (c) The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- (i) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC and PSSS/CBSA.
- (d) The Contractor must comply with the provisions of the:
- (i) Security Requirements Check List attached at Annex "A"; and
- (ii) the Industrial 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 two years 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 3 additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.7 Authorities**(a) Contracting Authority**

The Contracting Authority for the Contract is:

Name: Carole Lavigne
 Title: Supply Team Leader
 Public Works and Government Services Canada
 Acquisitions Branch
 Directorate: Informatics and Telecommunications Systems Procurement Directorate
 Address: 11 Laurier St., Gatineau, Québec
 Telephone: (819) 956-3450
 E-mail address: carole.c.lavigne@pwgsc-tpsgc.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: ***(To be completed at contract award)***

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

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

(c) Contractor's Representative *(To be completed at contract award)***7.8 Payment****(a) Basis of Payment**

- (i) **Professional Services provided under a Task Authorization with a Maximum Price:**
 For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, 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, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ _____

(ii) **GST/HST:**

Estimated Cost: \$ _____

(iii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

(iv) **Professional Services Rates:** In Canada's experience, Bidders from time to time propose rates at the time of bidding for one or more 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. This denies Canada of the benefit of the awarded contract. If three times or more the Contractor refuses, or is unable, 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, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for professional services requirements on the basis that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other requirements.

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

(b) **Limitation of Expenditure**

(i) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are excluded or subject to exemption and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. 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 exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:

(A) 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 for Task Authorizations with a Maximum Price:** For each Task Authorization issued under the Contract that contains a maximum price:

- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

(d) **Time Verification**

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

(e) **Price Protection - Most Favoured Customer**

- (i) To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Contract was awarded.
- (ii) The Contractor also agrees that, if after the date of the Contract it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).
- (iii) At any time during the 6 years after making the final payment under the Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Contractor's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.
- (iv) During this audit, the Contractor must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Chief Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and service locations).
- (v) In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
- (vi) If Canada's audit reveals that the Contractor charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Contract was awarded, or that the Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.
- (vii) Canada acknowledges that this commitment does not apply to prices charged by any affiliates of the Contractor

(f) **No Responsibility to Pay for Work not performed due to Closure of Government Offices**

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

7.9 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 of each invoice to the Technical Authority, and a copy to the Contracting Authority.

7.10 Certifications

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

7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. **(To be completed at contract award)**

7.12 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;
 - (i) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- (b) General Conditions 2035 (2011-05-16);
- (c) Annex A, Statement of Work;
 - (i) Appendix A to Annex A - Task Authorization (TA) Form
 - (ii) Appendix B to Annex A - Certifications at the TA stage
- (d) Annex B, Basis of Payment;

- (e) Annex C, Security Requirements Check List (SRCL);
- (f) the signed Task Authorizations including any required Certifications;
- (g) Supply Arrangement Number EN578-055605/xxx/EL (the "Supply Arrangement"); and
- (h) the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*).

7.13 Foreign Nationals (Foreign Contractor)

- (a) SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

7.14 Insurance Requirements

(a) Contractor's Responsibility

- (i) It will be the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under the Contract. Any such insurance will be provided and maintained by the Contractor at its own expense. The insurance stipulation provisions contained herein will not limit any insurance required by federal, provincial or municipal law. The required insurance is to the benefit and protection of the Contractor and will not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provision of the Contract.
- (ii) The Contracting Authority reserves the right to request at any time, evidence that the insurance requirements, stipulated herein, are met.
- (iii) The evidence of insurance, if requested, is to be provided in the following manner:
 - (A) Certificate(s) of insurance signed by the insurer's underwriter containing reasonable detail of the insurance coverage, exclusions, deductibles and conditions applying to such policies and confirming that the insurance is in force to meet these requirements; or
 - (B) A certified true copy of the policy.

(b) Commercial General Liability (CGL)

Commercial General Liability insurance will be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability **NOT LESS THAN \$2 million** per accident or occurrence and in the annual aggregate.

(c) CGL Endorsements

The following endorsements must be incorporated into the conditions of the Contractor's Commercial General Liability insurance policy:

- (i) Additional Insured Endorsement: Canada is included as an additional insured, but only with respect to liabilities that may arise from the contractor's own negligence, in the performance of the contract.
- (ii) The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- (iii) Notice of Cancellation Endorsement: The Insurer agrees to provide the SO/SA Authority thirty (30) days written notice of policy cancellation;
- (iv) Cross Liability Endorsement: Without increasing the limit of liability, the policy will protect all insured parties to the full extent of coverage provided. Further, the policy will apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each;

- (v) Contractual Liability Endorsement: The policy will, on a blanket basis or by specific reference to threshold limits of the SO/SA Tiers, extend to assumed liabilities with respect to contractual insurance provisions;
- (vi) Contingent Employer's Liability Endorsement*: To protect Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of their employees;
- (vii) Employees and (where applicable) Volunteers as Additional Insured: All employees and (where applicable) volunteers, on behalf of the Contractor, will be included as additional insured.
- (viii) Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident: To provide, without contestation, for expenses incurred in instances of minor accidental bodily injuries.
- (ix) Products and Completed Operations Broad Form (24 months): While not limited to, the endorsement should include service, assembly and repair activities as well as material, parts or equipment furnished in connection with the work performed by the Contractor or on its behalf.
- (x) Personal Injury Broad Form: While not limited to, the endorsement should include coverage for Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (xi) Independent Contractors Liability Endorsement (if any): Unless otherwise insured elsewhere, and evidence thereof is secured by the Contractor; all subcontractors are included as Insured by the policy;
- (xii) Non-Owned Automobile Endorsement: To protect the Contractor for liabilities arising by their use of vehicles owned by other parties including Canada.
- (xiii) Where the Contractor is a Joint Venture, for the purposes of the Contract and any related documents (including insurance certificates), Canada requires that the Joint Venture Contractor identify itself by a single name. Upon request by Canada, a Joint Venture Contractor must specify the name of the Joint Venture to the Contracting Authority.

7.15 Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability:**
 - (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.

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

In any case, the total liability of the Contractor under 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, 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.

Solicitation No. - N° de l'invitation

604EL.47060-139878

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

604el

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

7.16 Joint Venture Contractor

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

The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

7.17 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this Contract. The individual proposed in its bid is required to perform the Work, the Contractor must make such person available to perform the work within 10 working days of the issuance of the Contract or the TA (whichever first contains instructions from Canada for that individual to report to the Work site). Where such a specific individual is unavailable to perform the Work, Canada may elect to either (i) exercise its rights or remedies under the Contract or at law (including terminating the Contract for default), or (ii) Canada may require the Contractor to propose the replacement of the specific individual in accordance with the Article titled, "Replacement of Specific Individuals" in the General Conditions 2035. This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the Client's operating environment. In respect of any given Category of Personnel, any replacement resource will be rated by the Project Authority and the score obtained must be equal or superior where only one resource was originally evaluated, to the score obtained for that original resource;
- (b) If there must be a change in a resource performing work under the Contract (which must in any case comply with the requirements in the section of the General Conditions entitled "Replacement of Specific Individuals"), the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada's notice of the requirement for a replacement).
- (c) All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency) and must be competent to provide the required services by any delivery dates

described in the Contract. The resource must be approved by Canada prior to the replacement at the Work site.

- (d) The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to Canada's satisfaction. A Contractor representative will meet with the Project Authority on a regular basis (as specified by Canada) to discuss the performance of its resources and to resolve any issues at hand.
- (e) If the Contractor fails to meet any of its obligations under this Article, or fails to deliver any deliverable 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 Project Authority within 10 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.

7.18 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.

7.19 Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers..

7.20 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.

7.21 Transition Services at end of Contract Period

The Contractor agrees that, in the period leading up to the end of the Contract Period and for up to 3 months afterwards, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

7.22 Identification Protocol Responsibilities

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

- (a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- (b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- (c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- (d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have 5 working days to deliver the action plan to the Client and the Contracting Authority, and 20 working days to rectify the underlying problem.
- (e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

ANNEX A

STATEMENT OF WORK

1. BACKGROUND

The Enforcement Systems Division requires one (1) System Analyst and two (2) Programmer Analysts to work on the Integrated Customs Systems (ICS) Passenger Information System initiative called PAXIS. ICS is an enterprise level 3-tier web-enabled suite of services built with JAVA, executing on a Websphere application server on an OS390 environment. PAXIS is a Canada Border Services Agency (CBSA) mission critical system available 24/7. The Advance Passenger Information/Passenger Name Record (API/PNR) program is maintained under the PAXIS system.

Under Canadian law, all commercial carriers are required to provide the CBSA with API/PNR data relating to all persons travelling to Canada. The API/PNR is designed to protect Canadians by enabling the CBSA to perform a risk assessment of travellers prior to their arrival in Canada. Airlines collect API data when passengers check in. PNR is drawn from airline flight reservations systems. The API/PNR program will ultimately be implemented for all modes of transportation however, the current focus is on air travel.

While information is a key tool to ensure the safety of our country, the CBSA equally respects the fundamental right to privacy and is vigilant in ensuring that the proper privacy safeguards are in place.

Additional details on the API-PNR program can be found at
http://cbsa-asfc.gc.ca/security-securite/api_ipv-eng.html

2. SCOPE OF WORK

2.1 System Analyst - Level 3

The System Analyst must support the development and maintenance activities of the API-PNR program. This resources will be responsible for:

- a) Application Analysis / Design
- b) Support Application development & maintenance
- c) Support for PAXIS systems

2.2 Programmer/Analyst - Level 3

The Programmer/Analyst must support the development and maintenance activities of the API-PNR program. These resources will be responsible for:

- a) Support Application Analysis / Design
- b) Designing, Prototyping, Building and Modifying User Interfaces, Middle-Tier and Back-End Software Components
- c) Application development & maintenance
- d) Support for PAXIS systems

3. TECHNICAL ENVIRONMENT

- | | | | |
|-------|---------------|---------|---------------------------------------|
| i. | HTML | xvi. | Rational Rose |
| ii. | J2EE | xvii. | IBM Rational Software Architect (RSA) |
| iii. | Java | xviii. | FICO Blaze Advisor |
| iv. | JavaScript | xix. | MS Office Suite |
| v. | JDBC | xx. | Atlassian JIRA |
| vi. | JSP | xxi. | CVSNT |
| vii. | Swing | xxii. | SPUFI |
| viii. | RUP | xxiii. | TSO/ISPF |
| ix. | UML | xxiv. | Mainframe z/OS |
| x. | TCP/IP | xxv. | JCL |
| xi. | XML | xxvi. | Control-M |
| xii. | EDIFACT | xxvii. | INFOMAN |
| xiii. | PRL | xxviii. | CBSA SMART Incident Management System |
| xiv. | IBM DB2 SQL | | |
| xv. | IBM WebSphere | | |

4. TASKS

4.1 System Analyst

- 4.1.1 Develop requirements, feasibility, cost, design, and specification documents for systems;
- 4.1.2 Implement systems to support projects, departments, organizations or businesses;
- 4.1.3 Translate business requirements into systems design and specifications;
- 4.1.4 Analyse and recommend alternatives and options for solutions;
- 4.1.5 Develop technical specifications for systems development, design and implementation;
- 4.1.6 Advise project leader/manager on planning and controlling of object oriented projects using an iterative incremental development approach;
- 4.1.7 Analysis of functional requirements to identify information, procedures, decision flows and design patterns and describes requirements in terms of Analysis and Design Models;
- 4.1.8 Analyse business and system scenarios to detail Business and System Use Cases;
- 4.1.9 Analyse business and systems scenarios to detail the GUI Design Specification;
- 4.1.10 Run analysis meetings such as JAD Sessions in order to detail Business and System Use Cases;
- 4.1.11 Participate in analysis and design meetings in order to support the CBSA's Programs when related to the API-PNR Program;
- 4.1.12 Prepare and perform presentations for impacted areas to ensure understanding of Business & System Requirements;
- 4.1.13 Design and document in detail, using Object models and Interaction diagrams, all system components, their interfaces and operational environments;
- 4.1.14 Design and construct artefacts; and
- 4.1.15 Mentor and assist in class analysis and component design; and all aspects of object oriented software design and construction

4.2 Programmer/Analyst

- 4.2.1 Create and modify code and software.
- 4.2.2 Create and modify screens and reports.
- 4.2.3 Create Prototype's to test usability and feasibility of proposed software solutions
- 4.2.4 Gather and analyze data for the conduct of studies to establish the technical and economic feasibility of proposed computer systems, and for the development of functional and system design specifications.
- 4.2.5 Design methods and procedures for small computer systems, and sub-system of larger systems.
- 4.2.6 Develop, test and implement small computer systems, and sub-systems of larger systems.
- 4.2.7 Produce forms, manuals, programs, data files, and procedures for systems and/or applications.
- 4.2.8 Mentor and assist in class analysis and component design, user interface design and all aspects of object oriented software design and construction

5. CLIENT SUPPORT

The following will be provided by the CBSA:

- 5.1.1 Access to systems and tools
- 5.1.2 Workspace
- 5.1.3 Available templates
- 5.1.4 Project schedule for each release
- 5.1.5 API-PNR initiative documentation.

6. CONSTRAINTS

- 6.1.1 The contractor must follow API-PNR initiative and Project schedule to the best of their ability.
- 6.1.2 Security Enhancements/Requirements: Any resource(s) providing services under this Contract will be required to have Secret Security Clearance.

7. DELIVERABLES

7.1 System Analyst is to provide:

- 7.1.1 During the Analysis Design Phases MS Word Templates will be provided for
 - a) System Use Cases;
 - b) Supplementary Requirement Specifications;
 - c) Technical Specification Document;
 - d) GUI Design Documentation
- 7.1.2 Impact documents which include detailed technical tasks to be completed as well as effort required to complete these tasks, assumptions and dependencies. This deliverable will be provided as Impacts are requested by PAXIS or another CBSA application. (template provided)
- 7.1.3 Meeting Minutes completed within 2 days after meetings (template provided)
- 7.1.4 Technical and/or Business level Presentations / Walkthroughs to interested parties at milestones determined for each release
- 7.1.5 During the Analysis and Design Phases using Modeling tools such as Visio or RSA

- a) Object models and Interaction diagrams;
 - b) Analysis and Design Models;
- 7.1.6 Monthly paper timesheets showing hours worked on daily basis. The template is not provided.
- 7.2** Programmer/Analyst is to provide:
- 7.2.1 During the Analysis Design Phases MS Word Templates will be provided for
- a) System Design Documentation;
 - b) Technical Specification Document;
 - c) GUI Design Documentation
- 7.2.2 Impact documents which include detailed technical tasks to be completed as well as effort required to complete these tasks, assumptions and dependencies. This deliverable will be provided as Impacts are requested by PAXIS or another CBSA application. (template provided)
- 7.2.3 Meeting Minutes completed within 2 days after meetings (template provided)
- 7.2.4 Technical and/or Business level Presentations / Walkthroughs to interested parties at milestones determined for each release
- 7.2.5 During the Analysis and Design Phases using Modeling tools such as Visio or RSA
- a) System Flow Diagrams
 - b) Detailed System diagrams;
 - c) Analysis and Design Models;
 - d) User interaction Diagrams
- 7.2.6 Source Code (Programming Services)
- 7.2.7 Monthly paper timesheets showing hours worked on daily basis. The template is not provided.

ANNEX B**BASIS OF PAYMENT**

In respect of the "Number of Days" listed below in (C*) the estimated number of days is for evaluation purposes only during the solicitation process. The actual number of days during the Contract Period and Option Periods may be more or less, as determined by the Project Authority.

In respect of the "Firm Per Diem Rates" for the initial contract period listed below, (D*) Firm Per Diem Rates must not exceed those rates set out in Annex (C) Schedule of Per Diem Rates of the SA Holder's Supply Arrangement.

The rate(s) quoted for any option period(s) must not be lower than the corresponding rate(s) quoted for the initial contract period.

(A) SYSTEM ANALYST:**INITIAL CONTRACT PERIOD:**

					Initial Contract Period (Date of Contract award for a period of two years)	
	(B)	(C*)			(D*)	(E)
Category of Personnel	Level of Expertise	Estimated Number of Days			Firm Per Diem Rate	Total Cost [CxD]
System Analyst	Level 3	450			\$	\$
Total Estimated Contract Period Cost:						\$ <TBD>

OPTION PERIODS:

					Option Period 1 (For a period of one year)	
	(B)	(C*)			(D*)	(E)
Category of Personnel	Level of Expertise	Estimated Number of Days			Firm Per Diem Rate	Total Cost [CxD]
System Analyst	Level 3	225			\$	\$
Total Estimated Option 1 Cost:						\$ <TBD>

					Option Period 2 (For a period of one year)	
	(B)	(C*)			(D*)	(E)
Category of Personnel	Level of Expertise	Estimated Number of Days			Firm Per Diem Rate	Total Cost [CxD]
System Analyst	Level 3	225			\$	\$
Total Estimated Option 2 Cost:						\$ <TBD>

Solicitation No. - N° de l'invitation

604EL.47060-139878

Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

604el

CCC No./N° CCC - FMS No./N° VME

					Option Period 3 (For a period of one year)	
	(B)	(C*)			(F*)	(G)
Category of Personnel	Level of Expertise	Estimated Number of Days			Firm Per Diem Rate	Total Cost [Cx _D]
System Analyst	Level 3	225			\$	\$
Total Estimated Option 3 Cost:						\$ <TBD>

SYSTEM ANALYST - Total Estimated Cost
(Total Contract Period + Option Period 1+ Option Period 2 + Option Period 3) \$TBD

(B) PROGRAMMER/ANALYST # 1:**INITIAL CONTRACT PERIOD:**

					Initial Contract Period (Date of Contract award for a period of two years)	
	(B)	(C*)			(D*)	(E)
Category of Personnel	Level of Expertise	Estimated Number of Days			Firm Per Diem Rate	Total Cost [Cx _D]
Programmer/Analyst # 1	Level 3	450			\$	\$
Total Estimated Contract Period Cost:						\$ <TBD>

OPTION PERIODS:

					Option Period 1 (For a period of one year)	
	(B)	(C*)			(D*)	(E)
Category of Personnel	Level of Expertise	Estimated Number of Days			Firm Per Diem Rate	Total Cost [Cx _D]
Programmer/Analyst # 1	Level 3	225			\$	\$
Total Estimated Option 1 Cost:						\$ <TBD>

Solicitation No. - N° de l'invitation

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File No. - N° du dossier

Buyer ID - Id de l'acheteur

604el

CCC No./N° CCC - FMS No./N° VME

					Option Period 2 (For a period of one year)	
	(B)	(C*)			(D*)	(E)
Category of Personnel	Level of Expertise	Estimated Number of Days			Firm Per Diem Rate	Total Cost [Cx D]
Programmer Analyst # 1	Level 3	225			\$	\$
Total Estimated Option 2 Cost:						\$ <TBD>

					Option Period 3 (For a period of one year)	
	(B)	(C*)			(F*)	(G)
Category of Personnel	Level of Expertise	Estimated Number of Days			Firm Per Diem Rate	Total Cost [Cx D]
Programmer Analyst # 1	Level 3	225			\$	\$
Total Estimated Option 3 Cost:						\$ <TBD>

PROGRAMMER ANALYST # 1 - Total Estimated Cost	
(Total Contract Period + Option Period 1 + Option Period 2 + Option Period 3)	\$TBD

(C) PROGRAMMER/ANALYST # 2:**INITIAL CONTRACT PERIOD:**

					Initial Contract Period (Date of Contract award for a period of two years)	
	(B)	(C*)			(D*)	(E)
Category of Personnel	Level of Expertise	Estimated Number of Days			Firm Per Diem Rate	Total Cost [Cx D]
Programmer/Analyst # 2	Level 3	450			\$	\$
Total Estimated Contract Period Cost:						\$ <TBD>

OPTION PERIODS:

					Option Period 1 (For a period of one year)	
	(B)	(C*)			(D*)	(E)
Category of Personnel	Level of Expertise	Estimated Number of Days			Firm Per Diem Rate	Total Cost [Cx D]

Solicitation No. - N° de l'invitation 604EL.47060-139878	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 604el
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

Programmer/Analyst # 2	Level 3	225			\$	\$
Total Estimated Option 1 Cost:						\$ <TBD>

Option Period 2 (For a period of one year)					
	(B)	(C*)			
Category of Personnel	Level of Expertise	Estimated Number of Days			
Programmer Analyst # 2	Level 3	225			\$
Total Estimated Option 2 Cost:					
					\$ <TBD>

Option Period 3 (For a period of one year)					
	(B)	(C*)			
Category of Personnel	Level of Expertise	Estimated Number of Days			
Programmer Analyst # 2	Level 3	225			\$
Total Estimated Option 3 Cost:					
					\$ <TBD>

PROGRAMMER ANALYST # 2 - Total Estimated Cost
(Total Contract Period + Option Period 1+ Option Period 2 + Option Period 3) \$TBD

ANNEX C

SECURITY REQUIREMENTS CHECK LIST (SRCL)

SEE ATTACHED DOCUMENT

ANNEX D**BID EVALUATION CRITERIA**

For the resources proposed, the Bidder must include an up to date resume.

To facilitate bid preparation and evaluation, Bidders must prepare and submit their proposal 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 resume should be incorporated so that the evaluator can verify this information. It is not acceptable that the tables should contain all the project information from the resume. Only the specific answer should be provided.

The Technical proposals will be evaluated and scored in accordance with the following evaluation criteria (Mandatory Requirements and Point Rated Requirements).

PERSONNEL QUALIFICATION REQUIREMENTS**MANDATORY REQUIREMENTS:****1.0 SYSTEM ANALYST - LEVEL 3**

Experience and Expertise of the Proposed System Analyst - Level 3			
Name of proposed Resource: _____			
The Bidder MUST demonstrate that the Proposed System Analyst - Level 3 has:			
	Bidder's Response		
Criteria		Demonstrated experience (Bidders to insert data)	Insert page # of resume
M.1.1	The proposed resource must have a minimum of three (3) years of experience within the last eight (8) years working with Rational Unified Process (RUP).		
M.1.2	The proposed resource must have a minimum of three (3) years of experience within the last eight (8) years working with the Unified Modeling Language (UML).		
M.1.3	The proposed resource must have a minimum of five (5) years of working experience within the last ten (10) years identifying and documenting requirements that are aligned to business processes.		
M.1.4	The proposed resource must have a minimum of three (3) years of working experience within the last eight (8) years analyzing and designing in an Object Oriented environment (eg. analyzing cases and producing sequence diagrams).		
M.1.5	The proposed resource must have a minimum of three (3) years of working experience within the last eight (8) years analyzing requirements for software that uses as input data US and UN API		

	EDIFACT Message Formats that pertain to the Airline Industry.		
M.1.6	The proposed resource must have a minimum of three (3) years of working experience within the last eight (8) years analyzing requirements for software that uses as input data Passenger Name Record (PNR) Formats that pertain to the Airline Industry.		

2.0 PROGRAMMER ANALYST - LEVEL 3

Experience and Expertise of the Proposed Programmer Analyst - Level 3			
Name of proposed Resource: _____			
The Bidder MUST demonstrate that the Proposed Programmer Analyst - Level 3 has:			
	Mandatory Requirement	Bidder's Response	
Criteria		Demonstrated experience (Bidders to insert data)	Insert page # of resumeÀ
M.2.1	The proposed resource must have a minimum of five (5) years of working experience within the last ten (10) years programming in Java.		
M.2.2	The proposed resource must have a minimum of five (5) years of experience within the last ten (10) years working with MQ Messaging technology on the Mainframe.		
M.2.3	The proposed resource must have a minimum of three (3) years of working experience within the last eight (8) years using WSAD (WebSphere Studio Application Development).		
M.2.4	The proposed resource must have a minimum of three (3) years of working experience within the last eight (8) years developing software that uses as input data US and UN API EDIFACT Message Formats that pertain to the Airline Industry.		
M.2.5	The proposed resource must have a minimum of three (3) years of working experience within the last eight (8) years developing software that uses as input data in Passenger Name Record (PNR) Formats that pertain to the Airline Industry.		

POINT RATED REQUIREMENT**3.0 SYSTEM ANALYST - LEVEL 3****Experience and Expertise of the Proposed System Analyst - Level 3**

Name of proposed Resource: _____

The Bidder SHOULD demonstrate that the Proposed System Analyst - Level 3 has:

BIDDER'S RESPONSE				
#	RATED CRITERIA	POINTS MAX (MIN.)	DEMONSTRATED EXPERIENCE	INSERT PAGE # OF RESUME
R.3.1	Points will be awarded where the proposed resource has working experience over and above the minimum three (3) years required for mandatory criterion M.1.1 .	15	3+ to 4 years = 5 points 4+ to 5 years = 10 points 5+ to 8 years = 15 points	
R.3.2	Points will be awarded where the proposed resource has working experience within the last eight (8) years with web-based environments (e.g. HTML, Servlets, JavaScript and Web Application Servers).	10	1+ to 2 years = 2 points 2+ to 3 years = 4 points 3+ to 4 years = 6 points 4+ to 5 years = 8 points 5+ to 8 years = 10 points	
R.3.3	Points will be awarded where the proposed resource has working experience over and above the minimum three (3) years required for mandatory criterion M.1.2 .	15	3+ to 4 years = 5 points 4+ to 5 years = 10 points 5+ to 8 years = 15 points	
R.3.4	Points will be awarded where the proposed resource has working experience over and above the minimum five (5) years required for mandatory criterion M.1.3 .	15	5+ to 6 years = 5 points 6+ to 7 years = 10 points 7+ to 10 years = 15 points	
R.3.5	Points will be awarded where the proposed resource has working experience over and above the minimum three (3) years required for mandatory criterion M.1.4 .	15	3+ to 4 years = 5 points 4+ to 5 years = 10 points 5+ to 8 years = 15 points	
R.3.6	Points will be awarded where the proposed resource has working experience within the last eight (8) years creating User Interface Design (eg. producing storyboards, prototyping and documenting Graphical User Interface (GUI) design).	5	1+ to 2 years = 1 point 2+ to 3 years = 2 points 3+ to 4 years = 3 points 4+ to 5 years = 4 points 5+ to 8 years = 5 points	

R.3.7	Points will be awarded where the proposed resource has working experience within the last eight (8) years working with Concurrent Versioning System (CVS).	5	1+ to 2 years = 1 point 2+ to 3 years = 2 points 3+ to 4 years = 3 points 4+ to 5 years = 4 points 5+ to 8 years = 5 points	
R.3.8	Points will be awarded where the proposed resource has working experience within the last eight (8) years working with SQL.	5	1+ to 2 years = 1 point 2+ to 3 years = 2 points 3+ to 4 years = 3 points 4+ to 5 years= 4 points 5+ to 8 years= 5 points	
R.3.9	Points will be awarded where the proposed resource has working experience over and above the minimum three (3) years required for mandatory criterion M.1.5 .	15	3+ to 4 years = 5 points 4+ to 5 years = 10 points 5+ to 8 years = 15 points	
R.3.10	Points will be awarded where the proposed resource has working experience over and above the minimum three (3) years required for mandatory criterion M.1.6 .	15	3+ to 4 years = 5 points 4+ to 5 years = 10 points 5+ to 8 years = 15 points	
R.3.11	Points will be awarded where the proposed resource has working experience within the last five (5) years working with Time Sharing Option (TSO), Interactive Systems Productivity Facility (ISPF) and UNIX Systems Services (USS).	3	1+ to 2 years = 1 point 2+ to 3 years = 2 points 3+ to 5 years = 3 points	
R.3.12	Points will be awarded where the proposed resource has working experience within the last three (3) years working with Treaty on the processing of Advance Passenger Information (API) and Passenger Name Record (PNR) Data.	6	6+ to 12 months = 2 points 12+ to 18 months = 4 points 18+ months = 6 points	
	Total Points System Analyst - Level 3 <i>(To be deemed responsive, the resource must obtain a minimum overall pass mark of 87 points)</i>	124		

POINTS OBTAINED		
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4.0 PROGRAMMER ANALYST - LEVEL 3

Experience and Expertise of the Proposed Programmer Analyst - Level 3				
Name of proposed Resource: _____				
The Bidder SHOULD demonstrate that the Proposed Programmer Analyst - Level 3 has:				
			BIDDER'S RESPONSE	
#	RATED CRITERIA	POINTS MAX (MIN.)	DEMONSTRATED EXPERIENCE	INSERT PAGE # OF RESUME
R.4.1	Points will be awarded where the proposed resource has working experience over and above the minimum five (5) years required for mandatory criterion M.2.1 .	15	5+ to 6 year = 5 points 6+ to 7 years = 10 points 7+ to 10 years = 15 points	
R.4.2	Points will be awarded where the proposed resource has working experience over and above the minimum five (5) years required for mandatory criterion M.2.2 .	15	5+ to 6 years = 5 points 6+ to 7 years = 10 points 7+ to 10 years = 15 points	
R.4.3	Points will be awarded where the proposed resource has working experience over and above the minimum three (3) years required for mandatory criterion M.2.3 .	15	3+ to 4 years = 5 points 4 to 5 years = 10 points 5+ to 8 years = 15 points	
R.4.4	Points will be awarded where the proposed resource has working experience within the last five (5) years working with XML.	15	1+ to 2 years = 5 points 2+ to 3 years = 10 points 3+ to 5 years = 15 points	
R.4.5	Points will be awarded where the proposed resource has working experience within the last five (5) years working with Concurrent Versioning System (CVS).	15	1+ to 2 years = 5 points 2+ to 3 years = 10 points 3+ to 5 years = 15 points	
R.4.6	Points will be awarded where the proposed resource has working experience within the last five (5) years working with SQL.	3	1+ to 2 years = 1 point 2+ to 3 years = 2 points 3+ to 5 years = 3 points	
R.4.7	Points will be awarded where the proposed resource has working experience over and above the minimum three (3) years required for mandatory criterion M.2.4 .	15	3+ to 4 years = 5 points 4+ to 5 years = 10 points 5+ to 8 years = 15 points	

R.4.8	Points will be awarded where the proposed resource has working experience over and above the minimum three (3) years required for mandatory criterion M.2.5 .	15	3+ to 4 years = 5 points 4+ to 5 years = 10 points 5+ to 8 years = 15 points	
R.4.9	Points will be awarded where the proposed resource has working experience within the last five (5) years working with Time Sharing Option (TSO), Interactive Systems Productivity Facility (ISPF) and UNIX Systems Services (USS).	3	1+ to 2 years = 1 point 2+ to 3 years = 2 points 3+ to 5 years = 3 points	
R.4.10	Points will be awarded where the vendor can demonstrate they have incorporated environmental practices into their on-going IT related business activities. Examples could include: i) Electronic Distribution of documents/deliverables; ii) Conduct meetings via telephone, teleconference, and/or video conferencing in order to minimize travel requirements; iii) Use of properties with environmental ratings. Note: DO NOT SUBMIT YOUR ENVIRONMENTAL PLAN. A one or two paragraph summary will suffice.	10	One point will be awarded for each environmental practice incorporated into on-going IT related business activities to a maximum of 10 points.	
	Total Points Programmer Analyst - Level 3 <i>(To be deemed responsive, the resource must obtain a minimum overall pass mark of 85 points)</i>	121		

POINTS OBTAINED		
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ANNEX E

BID SUBMISSION FORM

BID SUBMISSION FORM		
Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) [see the <i>Standard Instructions 2003</i>]		
Jurisdiction of Contract: Province 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 5 of the bid solicitation entitled Former Public Servant Certification 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 5 entitled "Former Public Servant Certification"	
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. [For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]	On behalf of the bidder, by signing below, I confirm that [<i>check the box that applies</i>]:	
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	

<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 joint ventures, be sure to provide this information for each of the members of the joint venture.</p>	<p>On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i>:</p> <table border="1"> <tr> <td data-bbox="810 239 1300 344">(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;</td> <td data-bbox="1300 239 1427 344"></td> </tr> <tr> <td data-bbox="810 344 1300 428">(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</td> <td data-bbox="1300 344 1427 428"></td> </tr> <tr> <td data-bbox="810 428 1300 648">(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 \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR</td> <td data-bbox="1300 428 1427 648"></td> </tr> <tr> <td data-bbox="810 648 1300 840">(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</td> <td data-bbox="1300 648 1427 840"></td> </tr> </table>	(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;		(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;		(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 \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR		(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).	
(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;									
(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;									
(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 \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR									
(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).									
<p>Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]</p>									
<p>Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i></p>									
<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 products 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. 									
<p>Signature of Authorized Representative of Bidder</p>									

APPENDIX A TO ANNEX A

TASK AUTHORIZATION (TA) FORM				
CONTRACTOR		CONTRACT NUMBER:		
COMMITMENT #		FINANCIAL CODING:		
TASK NUMBER (AMENDMENT):		ISSUE DATE:	RESPONSE REQUIRED BY:	
1. STATEMENT OF WORK (WORK ACTIVITIES, CERTIFICATIONS AND DELIVERABLES)				
See attached for Statement of Work and Certifications required.				
2. PERIOD OF SERVICES:	FROM (DATE):		TO (DATE):	
3. WORK LOCATION:				
4. TRAVEL REQUIREMENTS:				
5. LANGUAGE REQUIREMENTS:				
6. OTHER CONDITIONS/CONSTRAINTS:				
7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR PERSONNEL:				
8. CONTRACTOR'S RESPONSE:				
CATEGORY AND NAME OF PROPOSED RESOURCE	PWGSC SECURITY FILE NUMBER	PER DIEM RATE	ESTIMATED # OF DAYS	TOTAL COST
	ESTIMATED COST			
	GST/HST			
	TOTAL LABOUR COST			
	TOTAL TRAVEL & LIVING COST			
FIRM PRICE OR MAXIMUM TA PRICE				
CONTRACTOR'S SIGNATURE				
Name, Title and Signature of Individual Authorized to Sign on behalf of Contractor (type or print)		Signature: _____ Date: _____		

TASK AUTHORIZATION (TA) FORM

CONTRACTOR		CONTRACT NUMBER:	
COMMITMENT #		FINANCIAL CODING:	
TASK NUMBER (AMENDMENT):		ISSUE DATE:	RESPONSE REQUIRED BY:

7. APPROVAL - SIGNING AUTHORITY

Signatures (Client)	Signatures (PWGSC)
Name, Title and Signature of Individual Authorized to sign:	
Technical Authority: _____	Contracting Authority ¹ : _____
Date: _____	Date: _____

¹ Signature required for projects valued at \$250,000. or more, GST included.

You are requested 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 services listed herein and in any attached sheets at the price set out thereof.

APPENDIX B TO ANNEX A CERTIFICATIONS AT THE TA STAGE

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

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all statements made with regard to the education and the experience of individuals proposed for completing the subject work are accurate and factual, and we are aware that the Department of Public Works and Government Services reserves the right to verify any information provided in this regard and that untrue statements may result in the TA response being declared non-responsive or in other action which the Minister may consider appropriate.

Print name of authorized individual & sign above

Date

CERTIFICATION OF AVAILABILITY AND STATUS OF PERSONNEL

2. AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under any Task Authorization resulting from this Contract, the persons proposed in the TA response will be available to commence performance of the work within a reasonable time from the date of acceptance of the 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. STATUS OF PERSONNEL

If the Contractor has proposed any person in fulfillment of this requirement who is not an employee of the Contractor, the Contractor hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement and to submit such person's resume to the Contracting Authority. As well, the Contractor hereby certifies that the proposed person is aware that overtime may be required and is willing to comply.

Print name of authorized individual & sign above

Date

4. CERTIFICATION OF LANGUAGE - *English*

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

Print name of authorized individual & sign above

Date



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		Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Acquisitions	
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 Standing Offer for the provision of Task Based Informatics Professional Services to the Government of Canada				
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?			<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?			<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis				
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)			<input type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.			<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?			<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès				
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>		Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion				
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>		No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>				
Restricted to: / Limité à : <input type="checkbox"/>		Restricted to: / Limité à : <input type="checkbox"/>		Restricted to: / Limité à : <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays :		Specify country(ies): / Préciser le(s) pays :		Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information				
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>		PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>		PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input checked="" type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>		PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input checked="" type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>		SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>				TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>				TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



PART A (continued) / PARTIE A (suite)

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

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

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

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

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

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

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF 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 ☐ Yes
Non Oui

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



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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET
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 ☐ Yes
Non 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 ☐ Yes
Non 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Chamberlain, Tamara	A/Supply Team Leader		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
819-956-1442	819-956-2590	tamara.chamberlain@pwgsc.gc.ca	

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Gauthier, Simone	Security Official		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
819-934-0513	--	simone.gauthier@pwgsc.gc.ca	

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No
Non

☐ Yes
Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date