

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

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

**Place du Portage, Phase III
Core 0A1/Noyau 0A1
11 Laurier St./11, rue Laurier
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 P.9 PROJECT MANAGER - ERP PSOFT	
Solicitation No. - N° de l'invitation G9067-120003/C	Date 2012-08-07
Client Reference No. - N° de référence du client G9067-120003	
GETS Reference No. - N° de référence de SEAG PW-\$\$XN-105-24710	
File No. - N° de dossier 105xn.G9067-120003	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-08-28	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ward, Kristen	Buyer Id - Id de l'acheteur 105xn
Telephone No. - N° de téléphone (819) 994-0985 ()	FAX No. - N° de FAX (819) 934-8626
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: NCR AS REQUIRED BY HRSDC	

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

Miscellaneous Special Projects Division (XN)/Division des
projets spéciaux divers (XN)
Canadian Building
219 Laurier Ave. West, 13th Floor
Room 13077
Ottawa
Ontario
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

THE TASK-BASED INFORMATICS AND PROFESSIONAL SERVICES

Note to Bidders: *This is a Request for Proposal (RFP) for the supply of Task-Based Informatics and Professional Services (TBIPS) for Human Resources and Skills Development Canada (HRSDC), under the current TBIPS Supply Arrangement (SA) method of supply. ONLY THE VALID TBIPS SA HOLDERS ARE ELIGIBLE TO COMPETE FOR THIS REQUIREMENT.*

REQUIREMENT

The Chief Financial Officer Branch (CFOB) of Human Resources and Skills Development Canada (HRSDC) has examined strategies for renewing their finance and materiel management processes and supporting systems.

AS SUCH, HRSDC has requirements for various resources in different roles for the continued implementation of SAP and Oracle PeopleSoft as part of the Human Resource Enterprise Resource Planning (HR ERP) project.

The complete Bid Solicitation package is located here as an inclusion and it should be downloaded in it's entirety.

BID SOLICITATION

**FOR
THE TASK-BASED INFORMATICS AND PROFESSIONAL SERVICES
FOR
HRSDC ENABLING SERVICES RENEWAL PROGRAM
PROJECT MANAGER - PEOPLESOFT**

TABLE OF CONTENTS

PART 1 – GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Description of Requirement
- 1.4 Communication Notification
- 1.5 Debriefings

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions
- 3.2 Section I: Technical Bid
- 3.3 Section II: Financial Bid
- 3.4 Section III: Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Technical Evaluation
- 4.3 Financial Evaluation
- 4.4 Basis of Selection

PART 5 - CERTIFICATIONS

- 5.1 Code of Conduct Certifications - Consent to a Criminal Record Verification
- 5.2 Federal Contractors Program for Employment Equity - Certification
- 5.3 Former Public Servant Certification
- 5.4 Status and Availability of Resources
- 5.5 Education and Experience

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

- 6.1 Security Requirement

PART 7 - RESULTING CONTRACT CLAUSES

- 7.1 Requirement
- 7.2 Standard Clauses and Conditions
- 7.3 Security Requirement
- 7.4 Contract Period
- 7.5 Authorities
- 7.6 Payment
- 7.7 Invoicing Instructions
- 7.8 Certifications
- 7.9 Applicable Laws
- 7.10 Priority of Documents
- 7.11 Foreign Nationals (Canadian or Foreign Contractor)
- 7.12 Insurance Requirements
- 7.13 Limitation of Liability - Information Management/Information Technology
- 7.14 Joint Venture Contractor
- 7.15 Professional Services - General
- 7.16 Safeguarding Electronic Media
- 7.17 Representations and Warranties
- 7.18 Access to Canada's Property and Facilities
- 7.19 Government Property

LIST OF ANNEXES TO THE RESULTING CONTRACT:

Annex A Statement of Work

Annex B Price Schedule

Annex C Security Requirements Check List

LIST OF ATTACHMENTS TO PART 3 (BID PREPARATION INSTRUCTIONS):

- Attachment 3.1: Bidder's Pricing Table
- Attachment 3.2: TBIPS Bid Submission Form

LIST OF ATTACHMENTS TO PART 4 (EVALUATION PROCEDURES AND BASIS OF SELECTION):

- Attachment 4.1: Evaluation Criteria for the Proposed Resource(s) - Mandatory and Rated Requirements
- Attachment 4.2: Bid Selection Methodology

Solicitation No. - N° de l'invitation
G9067-120003/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
105xn

Client Ref. No. - N° de réf. du client
G9067-120003

File No. - N° du dossier
105xn.G9067-120003

CCC No./N° CCC - FMS No/ N° VME

LIST OF ATTACHMENTS TO PART 5 (CERTIFICATIONS):

- Attachment 5.1: Code of Conduct Certifications - Consent to a Criminal Record Verification

PART 1 - GENERAL INFORMATION

Note to Bidders: *This is a Request for Proposal (RFP) for the supply of Task-Based Informatics and Professional Services (TBIPS) for Human Resources and Skills Development Canada (HRSDC), under the current TBIPS Supply Arrangement (SA) method of supply. ONLY VALID TIER 1 TBIPS SA HOLDERS ARE ELIGIBLE TO COMPETE FOR THIS REQUIREMENT.*

1.1 INTRODUCTION

This document states the terms and conditions that apply to the bid solicitation Number 105xn.G9067-120003/C. It is divided into seven parts plus annexes and, if applicable, 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 by the Bidder.
- Part 6** Security, Financial and Other Requirements: includes specific requirements that must be addressed by the Bidder.
- Part 7** Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work (SOW), the Price Schedule and the Security Requirements Check List (SRCL).

1.2 SUMMARY

- (a) This bid solicitation is being issued to satisfy the requirement of Human Resources and Skills Development Canada (HRSDC), for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- (b) This solicitation is for one P.9 Project Manager (Level 3), as indicated in Annex A.
- (c) This solicitation will result in 1 winning bid.

- (d) There are currently no incumbents for the resource category required under this solicitation. Please do not submit this as a question to the Contracting Authority.
- (e) 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 for PWGSC Bid Solicitations - Instructions for Bidders", information found on the Departmental Standard Procurement Documents Website (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html>).
- (f) Pursuant to Section 01 of the Standard Instructions 2003 and 2004, Consent to a Criminal record Verification form, must be submitted with the bid, by the bid solicitation closing date, for each individual who is currently on the Bidder's Board of Directors.
- (g) 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), and *Agreement on Internal Trade* (AIT).

1.3 DESCRIPTION OF REQUIREMENT

The requirement is described in the following documents:

- (a) This Bid Solicitation document and its associated annexes and attachments; and
- (b) The TBIPS Supply Arrangement EN578-055605/D.

1.4 COMMUNICATION NOTIFICATION

As a courtesy, the Government of Canada requests that successful Bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

1.5 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 3 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The *2003 (2012-07-11)* Standard Instructions - Goods or Services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 5.4 of Standard Instructions - Goods or Services - Competitive Requirements *2003* is amended as follows:
 - (i) Delete: sixty (60) days
 - (ii) Insert: 120 days

2.2 SUBMISSION OF BIDS

- (a) Unless otherwise specified in the solicitation document, bids must be submitted to the PWGSC Bid Receiving Unit to the attention of the Contracting Authority as identified in this solicitation, by the date and time indicated on page 1.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail will not be accepted.
- (c) **Enquiries - Bid Solicitation**
 - (i) All enquiries must be submitted in writing to the Contracting Authority no later than 3 calendar days before the bid closing date, unless otherwise specified in this RFP. Enquiries received after that time may not be answered.
 - (ii) 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.

2.3 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 its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

- (a) Unless the RFP specifies otherwise, Canada requests that Bidders provide their bid in separate sections as follows:

- (i) Section I: Technical Bid (1 paper copy and 2 CD copies)
- (ii) Section II: Financial Bid (1 paper copy and 1 CD copy)
- (iii) Section III: Certifications (1 paper copy)

Where a CD copy is required, if there is a discrepancy between the wording of the CD copy and the paper copy, the wording of the paper copy will have priority over the wording of the CD copy. Prices must appear in the financial bid only. Prices must not 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) **Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement which can be found at:

<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>

To assist Canada in reaching its objectives, bidders are encouraged to:

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

- (d) The Bidder may submit more than one bid. If an alternate bid is submitted, it must be a physically separate document, clearly marked as an alternate bid. Each bid will be evaluated independently, without regard to the other bids submitted by the Bidder. As a result, every bid must be complete on its own. Even though material submitted in one bid will not be used to supplement another bid submitted by the same Bidder, where inconsistencies are noted among multiple bids submitted by the same Bidder, Canada may consider those inconsistencies in evaluating the multiple bids. If the Bidder submits multiple bids and wishes to withdraw one or more of those bids, Canada may require that the Bidder withdraw either all its bids, or none of them.

3.2 SECTION I: TECHNICAL BID

In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical bid consists of the following:

- (a) **Bid Submission Form:** Unless specified otherwise in the RFP, Bidders are requested to include with their bids the Bid Submission Form (see *Attachment 3.2: TBIPS Bid Submission Form*). 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.
- (b) **Security, Financial & Other Requirements:** As required by Part 6 of the bid solicitation.
- (c) **Résumés for Proposed Resources:** Unless specified otherwise in the RFP, the technical bid must include résumés for the resources identified in the bid solicitation that 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 resumes and resources:
 - (i) No more than one resume may be submitted per required category of personnel.
 - (ii) 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). For educational requirements for a particular degree, designation or certificate, the Contracting Authority will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
 - (iii) 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.
 - (iv) For work experience, the Contracting Authority will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.

- (v) For any requirements that specify a particular time period (e.g. 2 years) of work experience, the Contract Authority will disregard any information about experience if the individual's résumé does not include the relevant dates for the experience claimed (i.e. the start date and end date).
- (vi) For work experience to be considered by the Contracting Authority, the resume 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. 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.
- (d) **Customer Reference:** When requested by the Contracting Authority, the Bidder must provide customer references who can confirm the facts identified in the Bidder's proposal. For each customer reference, the Bidder must provide the name, telephone number and e-mail address (unless the individual does not have an e-mail address) for a contact person. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternative contact from the same customer. If there is a discrepancy between the information provided by the customer reference and the bid, the information provided by the customer reference will prevail and will be evaluated.

3.3 SECTION II: FINANCIAL BID

- (a) **Pricing:** Bidders must submit their financial bid in accordance with *Attachment 3.1: Bidder's Pricing Table*. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. All prices must be firm prices. The firm per diem rates must not exceed those rates set out in Annex "C", Schedule of Per Diem Rates, to Part A of the Bidder's Supply Arrangement.
- (b) **Variation in Professional Services Resource Rates from Year to Year:** If the Bidder proposes different rates for the resource(s) bid, for different years of the resulting contract(s), including option years, the difference from one year to the following year must be no more than 8%. The Bidder's firm per diem rate must remain within the current applicable ceiling rate for the first year 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

Solicitation No. - N° de l'invitation
G9067-120003/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
105xn

Client Ref. No. - N° de réf. du client
G9067-120003

File No. - N° du dossier
105xn.G9067-120003

CCC No./N° CCC - FMS No/ N° VME

who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.4 SECTION III: CERTIFICATIONS

Bidders 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 HRSDC 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) **Requests for Interviews:** If Canada wishes to interview the Bidder or if Canada wishes to interview any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada.
 - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 TECHNICAL EVALUATION:

(a) **Mandatory Technical Criteria**

- (i) Each bid will be reviewed for compliance with 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".
- (ii) Each bid will also be reviewed for compliance with the specific mandatory requirements for each resource type, as described in *Attachment 4.1: Evaluation Criteria for the Proposed Resource(s) - Mandatory and Rated Requirements*.
- (iii) A Bid that does not comply with each and every mandatory requirement (including mandatory requirement for the proposed resource) will be considered non-responsive/non-compliant and be disqualified.

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

- (i) Each proposed resource by the Bidder will be reviewed against its corresponding point-rated requirements and scored in accordance with the scoring scheme, as de-

scribed in *Attachment 4.1: Evaluation Criteria for the Proposed Resource(s) - Mandatory and Rated Requirements*.

- (ii) A Bid for a resource category will be considered non-compliant and will be disqualified if it cannot obtain the required minimum score of **70%** for the specific resource category.
- (c) **Resource Qualifications:** The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in the 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. For each customer reference, the Bidder must provide within 2 business days of the request, the name, telephone number, and e-mail address (unless this individual does not have an e-mail address) for a contact person. The title of each person is requested but not required. 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.
- (d) **Reference Checks:** If reference checks are conducted by Canada, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will send the e-mail reference check requests to the contacts supplied by all of the Bidders on the same day. Canada will not award any points unless the response is received within 3 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 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 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.
- (e) **Technically Responsive Proposal:** A technically responsive proposal is a proposal that meets the mandatory requirements and obtains the required minimum points specified in the bid solicitation for the criteria that are subject to point rating.

4.3 FINANCIAL EVALUATION

- (a) Unless otherwise specified in the RFP, the financial evaluation will be conducted using the Bidder's Proposed Price in *Attachment 3.1: Bidder's Pricing Table*, as completed by the Bidders. The Bidder must input the firm and all-inclusive per diem rates for the proposed resources, in accordance with the bid solicitation, which may include an initial contract period and option periods. For the first year period of any contract (from date of award) resulting from an RFP against this SA, 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(s). Failure to abide with this condition will result in a proposal being considered non-responsive.

Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

(b) Mandatory Financial Criteria

(i) Formulae in Pricing Tables

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

(ii) Substantiation of Professional Services Rates

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for 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:

- 1) 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;
- 2) in relation to the invoice in 1), 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;
- 3) 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
- 4) 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 pro-

posals 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.

4.4 BASIS OF SELECTION

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive.
- (b) All responsive bids will be further evaluated and awarded the Points according to *Bid Selection Methodology* as described in *Attachment 4.2*. The winning bid is the one obtaining the highest Point Total for the proposed resource.
- (c) If more than one Bidder is ranked first because of identical overall scores, then the Bidder obtaining the highest technical score will become the top-ranked Bidder.
- (d) 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.

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.

Bidders must submit, **at bid closing**, the duly completed certification as part of their bid.

5.1 CODE OF CONDUCT CERTIFICATIONS - CONSENT TO A CRIMINAL RECORD VERIFICATION

- (a) Bidders must submit with their bid, by the bid solicitation closing date:
 - (i) a complete list of names of all individuals who are currently directors of the Bidder;
 - (ii) a properly completed and signed form, Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list.

5.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

- (b) The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers 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-EE, evidence of its commitment must be provided before the award of the Contract.
- (c) Suppliers who have been declared ineligible contractors by Human Resources and Social 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-EE 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.
- (d) 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-EE, 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, which is available for download at:
<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc?=e>
- (e) Each Bidder is requested to indicate in its bid whether it is:

- (i) not subject to FCP-EE, having a workforce of fewer than 100 permanent full or part-time employees in Canada;
 - (ii) not subject to FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
 - (iii) 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 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-EE, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).
- (e) Further information on the FCP-EE is available on the HRSDC Website (<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>).

***Note to Bidders:** Bidders are requested to use the TBIPS Bid Submission Form (Attachment 3.2) in order to provide information about their status under this program. For a joint venture Bidder, this information must be provided for each member of the*

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:
 - 1) an individual;
 - 2) an individual who has incorporated;
 - 3) a partnership made up of former public servants; or,
 - 4) 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 Public Service.
 - (iii) **"Pension"** means a pension payable pursuant to the Public Service Superannuation Act, R.S., 1985, c. P-36, as indexed pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24.

- (c) If any of the Bidder's proposed resource(s) is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
 - (i) name of former public servant; and
 - (ii) date of termination of employment or retirement from the Public Service.
- (d) If any of the Bidder's proposed resource(s) 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 TBIPS 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. Should the Bidder's proposed resource be unavailable, Canada reserves the right to award a contract to the next ranked bidder.
- (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 or his/her employer 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) 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 accu-

rate. 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. 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.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 SECURITY REQUIREMENT

At the date of Bid Closing, the following conditions must be met:

- (a) The Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses.
- (b) The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 - Resulting Contract Clauses.
- (c) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites, including:
 - (i) Name of individual as it appears on security clearance application;
 - (ii) Level of security clearance obtained and expiry date; and
 - (iii) Security screening Certificate and Briefing Form file number.
- (d) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.
- (e) Bidders must provide security information for each proposed resource in their TBIPS Bid Submission Form.

For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" information found on the Departmental Standard Procurement Documents Website (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html>).

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 REQUIREMENT

_____ **(the Contractor)** agrees to supply to the Identified User the professional services as described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract.

- (a) **Identified User(s):** Under the Contract, the **Identified User** is HRSDC.
- (b) **Reorganization of Identified User:** 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 Identified User. The reorganization, reconfiguration and restructuring of the Identified User includes the privatization of the Identified User, 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 Identified User.
- (c) **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 "Client" is a reference to the Identified User.

7.2 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:**
2035 (2012-07-16), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- (b) **Supplemental General Conditions:**
The following Supplemental General Conditions apply to and form part of the Contract:
 - (i) 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
 - (ii) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information; and
 - (iii) 4008 (2008-12-12), Supplemental General Conditions - Personal Information.

7.3 SECURITY REQUIREMENT

- (a) The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).

- (b) The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CIISD/PWGSC.
- (c) The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- (d) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
- (e) The Contractor must comply with the provisions of the:
 - 1. Security Requirements Check List EN578-055605, described in Annex C; and
 - 2. Industrial Security Manual (*Latest Edition*).

7.4 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 480 days later (or after the ceiling amount in Annex B has been reached); 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 two additional option periods of 240 days each, 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 at least 14 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.5 AUTHORITIES

- (a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name:	Kristen Ward
Title:	Supply Team Leader
Organization:	PWGSC
Address:	140 Promenade du Portage PDP Phase IV 9A031 Gatineau QC K1A 0J6
Telephone:	819-994-0985
E-mail:	kristen.ward@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) **Project Authority** *(to be confirmed at contract award)*

The Project Authority for the Contract is:

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail:

The Project 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 Project Authority; however, the Project 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) **Invoicing Authority**

The Invoicing Authority for the Contract is:

Name: Lise Normand

Title: Senior Project Manager - ESRP/PMO

Organization: HRSDC

Address: 140 Promenade du Portage
PDP Phase IV 9th floor
Gatineau QC K1A 0J6

Telephone: 819-934-4582

E-mail: lise.normand@hrsdc-rhdcc.gc.ca

(d) **Contractor's Representative** *(to be confirmed at contract award)*

The representative for the Contractor is:

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail:

7.6 PAYMENT

(a) Basis of Payment

- (i) **Professional Services provided with a Fixed Time Rate to a Maximum Price:**
The Contractor will be paid the firm per diem rates for work performed in accordance with the Contract to a ceiling price (as set out in Annex B: Price Schedule), HST extra. The ceiling price is subject to downward adjustment so as not to exceed the actual hours worked to perform the work when computed in accordance with the Basis of Payment.
- (ii) The Contractor will be paid only for the actual time worked (exclusive of any allowance for such items as leaves and breaks etc.).

A firm all-inclusive per diem rate will be paid for every Working Day worked by the Contractor's resource where the work was performed for 7.5 hours.

Where the work was performed less than 7.5 hours by the Contractor's resource on a Working Day, the Contractor will be paid for the actual hours worked. The hourly rate will be determined by dividing the per diem rate by 7.5 hours.

The Contractor will not be paid for the transit time of the Contractor's resource to and from the work site.

Without prior written approval of the Project Authority, the Contractor will not be paid for any time worked by the Contractor's resource above a 7.5 hour work day.

Working Day means Monday to Friday excluding Canada's statutory holidays.
- (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 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 commit-

ment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services is described elsewhere in the Contract.

(b) **Limitation of 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 their incorporation into the Work.

(c) **Method of Payment**

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

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

(d) **Time Verification**

Time charged and the accuracy of the Contractor's time recording system is 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) **No Responsibility to Pay for Work not performed due to Closure of Government Offices**

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.

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.

7.7 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 (other than for any items subject to an advance payment), 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 Invoicing Authority (lise.normand@hrsdc-rhdcc.gc.ca), the Technical Authority, and a copy to the Contracting Authority.

7.8 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its response to the RFP 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 is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

7.9 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, or as indicated in the Bidder's Supply Arrangement.

7.10 PRIORITY OF DOCUMENTS

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

- (a) These Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental general conditions, in the following order:
 - (i) 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
 - (ii) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information; and
 - (iii) 4008 (2008-12-12), Supplemental General Conditions - Personal Information;
- (c) 2035 (2012-07-16) General Conditions – Higher Complexity – Services;
- (d) Statement of Work;
- (e) Price Schedule;
- (f) Security Requirements Check List;
- (g) Supply Arrangement Number EN578-055605/xxx/EL (the “**Supply Arrangement**”);
- (h) The Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.11 FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR)

- (a) SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor); or
- (b) SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor);

Whichever is applicable (*to be determined in any resulting Contract*).

7.12 INSURANCE REQUIREMENTS

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

7.13 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.
2. **First Party Liability:**
 - (a) 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:
 - (i) Any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - (ii) Physical injury, including death.
 - (b) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - (c) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - (d) 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 (a) above.
 - (e) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relates to:

- (i) 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
- (ii) 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 by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of **0.75** times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$ **1,000,000.00**.

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

- (f) If Canada's records or data are harmed as a result of the Contractor's negligence or wilful 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.

3. **Third Party Claims:**

- (a) 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.
- (b) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (c) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

7.14 JOINT VENTURE CONTRACTOR

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *(all the joint venture members named in the Contractor's original bid will be listed.)*
- (b) Each joint venture member must be a valid SA Holder of the **Supply Arrangement**.
- (c) 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 full authorities 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.
- (d) 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.
- (e) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (f) 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.
- (g) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

7.15 PROFESSIONAL SERVICES - GENERAL

- (a) The Contractor must provide professional services on request as specified in this Contract. Where in the Contract a specific individual is identified as 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. 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 Identified User's operating environment.

- (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 and/or Technical 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 Technical 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.

7.16 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.

7.17 REPRESENTATIONS AND WARRANTIES

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

7.18 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.

7.19 GOVERNMENT PROPERTY

Canada agrees to supply the Contractor with items (the “**Government Property**”) required for the Contractor to perform the Work under the Contract. Such property list will be determined at Contract Award.

The section of the General Conditions entitled “*Government Property*” also applies to the use of the Government Property by the Contractor.

ANNEX A: STATEMENT OF WORK

**FOR
THE TASK-BASED INFORMATICS AND PROFESSIONAL SERVICES
FOR
HRSDC IMPLEMENTATION OF ORACLE PEOPLESOFT GC HRMS**

1. REQUIREMENT

- (a) Human Resources and Skills Development Canada (HRSDC) is currently undertaking a major initiative to replace the human resources management component of the existing Corporate Management System (CMS) (which is an integrated Human Resources and Finance system). The Government of Canada's standard ERP solution for human resources management, will replace the existing CMS human resources management component.
- (b) As such, HRSDC has requirements for various resources in different roles for the implementation of the Oracle PeopleSoft Government of Canada Human Resources Management System (PeopleSoft GC HRMS) Version 9.1 as part of the Human Resource Enterprise Resource Planning (HR ERP) project.

2. BACKGROUND

- (a) Human Resources and Skills Development Canada (HRSDC) employs approximately 25,000 employees in regional and local offices across Canada, including more than 19,000 assigned to Service Canada (the service arm of HRSDC). To deliver on its mandate, HRSDC provides programs and services to millions of Canadians through 600 service sites across Canada.
- (b) PeopleSoft™ GC HRMS is utilized by 43 federal government departments and agencies to manage their human resources. To date, approximately 22 departments have joined the Government of Canada PeopleSoft™ Cluster Group.
- (c) The implementation of the PeopleSoft GC HRMS solution will provide a broad range of HR functionalities and abilities to:
 - document the organization structure;
 - classify and manage positions;
 - hire new employees and staff existing employees into positions;
 - manage the hiring process, including the ability to import data from Public Service Recruiting System and Publiservice;
 - maintain employee personal information, including employment equity and official languages;
 - manage employee compensation and leave benefits;
 - interact with the central Regional Pay System;
 - administer training;
 - track health and safety incidents;
 - track grievance and disciplinary actions;
 - track honors and awards;
 - forecast salary;
 - manage security clearance requirements; and
 - offer interactive on-line user support.

STATEMENT OF WORK
P.9 PROJECT MANAGER - ERP PEOPLSOFT (LEVEL 3)

1. REQUIREMENT

Human Resources and Skills Development Canada (HRSDC) has a requirement for one (1) P.9 Project Manager – ERP (Level 3) resource for the implementation of Oracle PeopleSoft™ HCM 9.1 as part of the Human Resource Enterprise Resource Planning (HR ERP) project. This resource will be tasked to assist the HRSDC PeopleSoft technical manager in day-to-day project planning and reporting and the deliverable identification, based on the ASAP methodology and Project Management Institute best practices.

2. TASKS

Throughout the contract period, the resource must lead and participate in the planning and build phases including, but not limited to, the following tasks:

- (a) Manage functional requirements planning activities identified in the business blueprint.
- (b) Implement reporting strategy and dashboard for functional PeopleSoft deliverables.
- (c) Develop Service Management requirements and practices required for the Project and In-Service Organization.
- (d) Create, document and develop the custom development approach with other leads.
- (e) Interact with other business and technical teams to document and manage project schedule dependencies.
- (f) Develop risk management plan.
- (g) Develop and maintain functional PeopleSoft plans, tools, procedures and systems already in use or introduced by the ERP project management office.
- (h) Manage, coordinate and enforce the use of tools, procedures and systems within the functional teams.
- (i) Prepare, refine, review written documentation, reports, dashboards and make oral presentations.
- (j) Prepare or assist with project budget, costing and scheduling estimates as well as project implementation approaches, issue/quality management processes and organizational requirements.
- (k) Prepare, refine and review Work Breakdown Structures (WBS), Schedules, Resource Allocation Matrices (RAM), quality assurance or other necessary standards, Organizational Breakdown Structures (OBS) and other project control documents.

- (l) Develop and track functional PeopleSoft Build plans and schedules.
- (m) Plan, track and develop functional critical path based on Project baseline schedule.
- (n) Manage the execution of activities according to project plans.
- (o) Proactively identify changes in work scope and ensure appropriate planning measures are taken with internal and external stakeholders.
- (p) Analyse risk, establish contingency plans and identify trigger events and responsibilities for initiating mitigating action.
- (q) Participate in the creation of templates and deliverables for the HRSDC-ESRP initiative.
- (r) Document and detail the Custom Development Approach and related functional and functional design templates.
- (s) Manage and develop Production cutover plan.
- (t) Document a Certification and Accreditation approach, deliverables and resource requirements.
- (u) Collect, review, analyze, track and report on project performance data and advise on the time, cost, scope, quality, business requirements or other performance parameters.
- (v) Prepare, refine, review performance reports and facilitate integration with other tools/reports as necessary.
- (w) Plan functional deliverables based on ASAP methodology with participation of team leads.
- (x) Develop weekly status report for Director, management and steering committee meetings.

3. DELIVERABLES

Throughout the contract, the resource must execute the aforementioned tasks and complete the following deliverables in a timely and quality manner. All deliverables are subject to the review and approval of the Project Authority.

- (a) The resource must provide the Project Authority with a written status report on a weekly basis, documenting the progress of the work described above in services required including difficulties, which may affect overall schedule and planned tasks for the next reporting period.
- (b) The resource must deliver regular functional PeopleSoft Build plans and schedules.
- (c) The resource must deliver functional critical path updates based on Project baseline schedule.
- (d) The resource must provide regular reports that proactively identify changes in work scope and ensure appropriate planning measures are taken with internal and external stakeholders.

- (e) The resource must provide risk analysis and contingency plans which identify trigger events and responsibilities for initiating mitigating action.
- (f) The resource must provide templates and deliverables as required for the HRSDC-ESRP initiative.
- (g) The resource must provide a Certification and Accreditation approach, including deliverables and resource requirements.
- (h) The resource must transfer functional and technical knowledge to the project team and/or client staff through individual and group training and demonstrations and written instructions and documents.
- (i) The resource must submit ongoing senior management presentations, briefing notes, status reports, and other presentation material for committee meetings.
- (j) The resource must submit any other project deliverables related to the tasks identified in Section 2 above, on an “as and when requested” basis as specified by the Project Authority.
- (k) The resource must prepare and submit post engagement review report/lessons learned documents.
- (l) The resource must transfer program relevant knowledge to the project team and client staff on an ongoing basis throughout the life of the project with final knowledge transfer to be completed no later than one month prior to the contract end date.

ANNEX B: PRICE SCHEDULE

**FOR
THE TASK-BASED INFORMATICS AND PROFESSIONAL SERVICES
FOR
HRSDC IMPLEMENTATION OF ORACLE PEOPLESOFT GC HRMS**

***Note to Bidders:** Price Schedule will be developed based on input of Bidder's Pricing Table from the winning bid. Price Schedule will then be provided with any resulting Contract.*

ANNEX C: SECURITY REQUIREMENTS CHECK LIST

**FOR
THE TASK-BASED INFORMATICS AND PROFESSIONAL SERVICES**

ATTACHMENT 3.1

BIDDER'S PRICING TABLE

ATTACHMENT 3.1: BIDDER'S PRICING TABLE

REQUIREMENTS*				CONTRACT PERIOD (Year 1)	
No.	Category of Personnel	Qty	No of Days	Per Diem Rate	Total
1	P.9 Project Manager - ERP PeopleSoft	1	240		\$ -

REQUIREMENTS				CONTRACT PERIOD (Year 2)	
No.	Category of Personnel	Qty	No of Days	Per Diem Rate	Total
1	P.9 Project Manager - ERP PeopleSoft	1	240		\$ -

REQUIREMENTS				OPTION PERIOD 1 (Year 3)	
No.	Category of Personnel	Qty	No of Days	Per Diem Rate	Total
1	P.9 Project Manager - ERP PeopleSoft	1	240		\$ -

REQUIREMENTS				OPTION PERIOD 2 (Year 4)	
No.	Category of Personnel	Qty	No of Days	Per Diem Rate	Total
1	P.9 Project Manager - ERP PeopleSoft	1	240		\$ -

No.	Category of Personnel	Bidder's Proposed Price (per Category)			
1	P.9 Project Manager - ERP PeopleSoft	\$ -			

**Note: (1) The Bidder must bid on the Contract Period plus both Option Periods. (2) Bidder's Proposed Price is the summation of the resource cost associated with the respective category for the professional service provided for the Contract Period and all Option Periods.*

ATTACHMENT 3.2

TBIPS BID SUBMISSION FORM

TBIPS BID SUBMISSION FORM

<i>(to be filled in by Bidder)</i>		
Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes <i>(e.g., clarifications)</i>	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i>		
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract <i>(if other than as specified in solicitation)</i>	As per TBIPS Holder Supply Arrangement.	
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>	
	<p>(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</p>	
	<p>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p>	
	<p>(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR</p>	
	<p>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</p>	
<p>Security Clearance Level of Bidder <i>[include both the CISC security clearance number, level and the date it was granted]</i></p>		
<p>Security Clearance Level of Bidder's Individual Resources <i>[add additional resources on another page, if required]</i></p> <p>i. Name of Individual as it appears on security clearance application:</p> <p>ii. Level of security clearance obtained and expiry date:</p> <p>iii. Security Screening Certificate and Briefing Form file number</p>	<p>i.</p>	<p>ii.</p>
	<p>iii.</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> <p>1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</p> <p>2. This bid is valid for the period requested in the bid solicitation;</p> <p>3. All the information provided in the bid is complete, true and accurate; and</p> <p>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	
Name	
Signed	
Date	

ATTACHMENT 4.1

EVALUATION CRITERIA FOR THE PROPOSED RESOURCE(S)

- MANDATORY AND RATED REQUIREMENTS

1. Evaluation Criteria for P.9 Project Manager - ERP PeopleSoft (Level 3)

(a) Mandatory Requirements

Mandatory (M) Requirements for *P.9 Project Manager- ERP PeopleSoft (Level 3)*:

M #	Mandatory Requirements	Demonstrated Experience - Cross reference to proposal
M-1	The bidder's proposed resource must demonstrate a minimum of 10 years of experience within the last 15 years as a Project Manager.	
M-2	The bidder's proposed resource must demonstrate a minimum of 8 years of experience within the last 15 years as a principal/chief Project Manager for ERP directed projects over the complete project lifecycle, including project definition and approach, planning, analysis, design, development, testing, data conversion, and documentation.	
M-3	The bidder must provide a minimum of 3 of their most recent client references from 3 separate client organizations that support the proposed resource's demonstrated experience under M-2 as the principal/chief Project Manager for ERP projects over the last 15 years.	
<i>Note: Resources that do not meet all mandatory requirements, will receive no further consideration.</i>		

(b) Rated Requirements

Rated (R) Requirements and scoring scheme for *P.9 Project Manager- ERP PeopleSoft (Level 3)*:

R #	Rated Requirements	Scoring Scheme	Demonstrated Experience - Cross reference to proposal
R-1	The bidder's proposed resource should demonstrate experience as a Project Manager on Government of Canada PeopleSoft project(s).	6 months - 1 pt 7-12 months - 2 pts 13-24 months - 3 pts 25 months or more - 4 pts	
R-2	The bidder's proposed resource should demonstrate experience with private sector implementation projects using PeopleSoft HRMS as the enabler which involved business process reengineering to achieve HR best business practices. For project experience to qualify, the resource must have been involved in both the reengineering and implementation phases.	1 project - 1 pt 2 projects - 2 pts More than 2 projects - 3 pts	
R-3	The bidder's proposed resource should demonstrate experience transferring knowledge to technical and functional team members.	1 pt for each project Maximum of 5 pts	
R-4	The bidder's proposed resource should demonstrate experience working with Risk Management processes.	24 - 47 months – 1 pt 48 – 71 months – 2 pts 72 months or more – 3 pts	
R-5	The bidder's proposed resource should demonstrate experience in structuring, developing and delivering strategic presentations and recommendations to senior management. For	1 pt for each project Maximum of 5 pts	

R #	Rated Requirements	Scoring Scheme	Demonstrated Experience - Cross reference to proposal
	project experience to qualify, the resource must have been on the project for a minimum of 3 months.		
R-6	The bidder’s proposed resource should demonstrate experience in developing and maintaining a detailed schedule of planned activities, resource assignments, start and end dates, durations, and % completion values.	36 - 71 months – 1 pt 72 – 107 months – 2 pts 108 – 143 months – 3 pts 144 - 179 months – 4 pts 180 months or more – 5 pts	
R-7	The bidder’s proposed resource should demonstrate experience in managing roll-out activities for PeopleSoft or SAP implementation or upgrade projects. For project experience to qualify, the resource must have been on the project for a minimum of 6 months within the last 10 years.	2 projects - 1 pt 3 to 5 projects - 3 pts More than 5 projects - 6 pts	
Total Points assigned: 31		Total Points obtained:	
Note: To be deemed responsive, the resource must obtain a minimum of 21 points (70%).			

ATTACHMENT 4.2

BID SELECTION METHODOLOGY

1. INTRODUCTION

- a) For each resource category, the “*Highest Compliant Combined Rating of Technical Merit and Price*” method will be used in its respective bid selection. In this method:
- (i) The technical score for each resource is weighted at 70% of the total point score and is pro-rated against the maximum possible score assigned to each resource category.
 - (ii) The pricing score for each resource is weighted at 30% of the total point score and the rating is done by giving a full mark of 30 points to the lowest priced compliant proposal with other proposals being given a pro-rated points based on how much higher their pricing is.
 - (iii) The winning bid is the one obtaining the highest Point Total, which is the summation of the technical score and pricing score.
 - (iv) In case there are multiple bids obtaining the same Point Total, the bid with the highest technical score wins.

2. EXAMPLE

The following Table illustrates a general example where the selection of the Bid for the resource category A is determined by 70/30 ratio of the technical and pricing score, respectively. The maximum rated points in this example is 30. The lowest priced technically compliant proposal is allocated the maximum points of 30 and other price proposals are prorated accordingly.

Example of Bid Selection			
Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
The Rated Points Obtained	27	25	24
Proposed Price for Resource	\$60,000	\$55,000	\$50,000
Calculation	Technical Score	Pricing Score	Point Total
Bidder 1	$27 \times 70/30 = 63.0$	$50 \times 30/60 = 25.0$	88.0
Bidder 2	$25 \times 70/30 = 58.3$	$50 \times 30/55 = 27.3$	85.6
Bidder 3	$24 \times 70/30 = 56.0$	$50 \times 30/50 = 30.0$	86.0
Winning Bidder	Bidder 1		

ATTACHMENT 5.1

CODE OF CONDUCT CERTIFICATIONS - CONSENT TO A CRIMINAL RECORD VERIFICATION



**FOR GOVERNMENT USE ONLY
POUR USAGE DU GOUVERNEMENT SEULEMENT**

Special Investigations Directorate File No.
N° de dossier de la Direction des enquêtes spéciales

Date Received (Y-A M D-J)
Date de réception

**CONSENT TO A CRIMINAL RECORD VERIFICATION
CONSENTEMENT À LA VÉRIFICATION DE L'EXISTENCE D'UN CASIER JUDICIAIRE**

This form must be completed and signed by each individual who is currently on the Board of Directors of the Bidder/Offeree/Supplier and provided with the Bid/Offer/Arrangement.
Le présent formulaire doit être rempli et signé par chaque membre du conseil d'administration du soumissionnaire/de l'offrant/du fournisseur et fourni avec la soumission/l'offre/l'arrangement.

A

**PRIVACY ACT STATEMENT
ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS**

The personal information requested on this form is collected under the authority of subsection 750(3) of the *Criminal Code*, paragraph 42(1(c)) of the *Financial Administration Act*, and sections 7 and 21 of the *Department of Public Works and Government Services Act*. The information will be used for validating the criminal conviction certifications necessary for obtaining or maintaining a procurement instrument. It may be shared with other government departments, agencies, as well as provincial, territorial, and federal courts, within the limits of what is required to conduct the criminal conviction verification.

A refusal to provide information will result in the bid/offer/arrangement being rejected or the contract terminated, the standing offer being set-aside or the supply arrangement being cancelled, as applicable.

The personal information is described in personal information bank PWGSC PPU 184 - Integrity Assessment Program. Individuals have a right of access to, correction of and protection of their information in accordance with the *Privacy Act*.

Les renseignements personnels demandés dans le présent formulaire sont recueillis en vertu du paragraphe 750(3) du *Code criminel*, du paragraphe 42(1(c)) de la *Loi sur la gestion des finances publiques* et des articles 7 et 21 de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux*. Ces renseignements seront utilisés pour valider les attestations de condamnation au criminel nécessaires pour obtenir ou conserver un instrument d'approvisionnement. Les renseignements peuvent être diffusés à d'autres ministères et organismes fédéraux, ainsi qu'à des tribunaux provinciaux, territoriaux et fédéraux, dans les limites de ce qui est requis pour la vérification des condamnations au criminel.

À défaut de fournir les renseignements demandés, la soumission/l'offre/l'arrangement sera rejeté ou le contrat résilié, l'offre à commandes sera mise de côté ou l'arrangement en matière d'approvisionnement sera annulé, selon le cas.

Les renseignements personnels sont décrits dans les fichiers de renseignement personnels n° TPSGC PPU 184 - Programme de l'évaluation de l'intégrité. Les personnes ont le droit d'accéder aux renseignements personnels qui les concernent, ainsi que de les faire corriger ou protéger, conformément à la *Loi sur la protection des renseignements personnels*.

B

**BIOGRAPHICAL INFORMATION - Must be completed by the individual
RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu**

Family Name (Last Name) - Nom (de famille)

Family Name at Birth - Nom de famille à la naissance

Full Given Names (No initials) - Prénoms au complet (aucune initiale)

All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames)
Tout autre nom utilisé (tel que nom de jeune fille, noms maritaux précédents, changement de nom légal, sobriquets)

Gender - Sexe

☐

Male
Masculin

☐

Female
Féminin

Date of Birth - Date de naissance (Y-A M D-J)

**Current Residential Information
Information résidentielle actuelle**

Apartment No. - N° d'appartement

Street No. - N° civique

Street Name - Nom de la rue

City - Ville

Province

Postal Code - Code postal

C	CONSENT - Must be signed by the individual CONSENTEMENT - Doit être signé par l'individu
----------	---

I, the undersigned, confirm that I have read and understand the above *Privacy Act* statement and that I consent to the collection and use of my personal information as described therein.

Je, soussigné, confirme avoir pris connaissance de l'Énoncé concernant la *Loi sur la protection des renseignements personnels* et consens à la collecte et à l'utilisation des renseignements personnels fournis aux présentes.

Signature	
Print Name - Nom en lettres moulées	Date (Y-A M D-J)

D	ADMINISTRATIVE INFORMATION - Internal Government Use Only RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement	
Requesting Branch/Sector/Directorate/Division - Direction générale/Secteur/Direction/Division requérante		
Solicitation/Proposed Contract No. - N° de la demande de soumission/N° du contrat		Date of Request (Y-A M D-J) Date de la demande
Requesting Contact Person - Personne-ressource requérante		Contact Person Tel. No. - N° de tél. de la personne-ressource